5.2.2

BBA

2016-17

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

NiSM NATIONAL INSTITUTE OF SECURITIES MARKETS

An Educational Initiative of SEBI

To

13th July 2017

Vattikuti Chaitanya

Admission Letter

Dear Vattikuti,

Hearty Congratulations!

In response to your application and further to your performance in the essay writing and personal interview, National Institute of Securities Markets (NISM) is pleased to offer you admission to the **Post Graduate Diploma in Management (Securities Markets) (PGDM(SM)) batch of 2017-19.**

To confirm admission, you shall pay the first Installment of the programme fee, along with refundable deposits and other components, on or before **26th July, 2017.** The fee structure, mode of payment and payment schedule are elaborated in the annexed document. Further information on Commencement of the program programme, documents to be produced etc. is also enclosed herewith.

The programme commences on **1st August, 2017.** Participants opting for hostel facility should report at **NISM Bhavan, Sector 17, Vashi, any time between 9:30 a.m.to 4.00 p.m. on 30th or 31st July, 2017.** Candidate opting for non-residential facility may arrive directly at **NISM Patalganga Campus on August 1st, 2017 at 10:00 AM.** Arrangement would be made for transporting participants to Patalganga campus from NISM Bhavan on both the days. The participants should carry the following documents:

- Completely filled Programme Admission and Hostel Admission Form *(for resident participant)*
- Three passport-sized photographs and two stamp-sized photographs *(the photographs must be recent and in color)*
- Proof of Identity, Proof of Age, Certificate of Graduation, Management Aptitude Test Score (CAT, GMAT and Others- e.g., MH-CET, ATMA or any State- level equivalent exam CMAT,MAT,XAT etc) or Certificate of Post-Graduation (if applicable) and Proof of Work Experience (if applicable) – all in original and in photocopies. You may produce a provisional certificate or statements of marks till the penultimate term if your 'Course Completion Certificate' or 'Certificate of Graduation / Post-Graduation' is awaited yet. Such applicants would be granted provisional admission and are required to produce the required documents on or before 30th September, 2017. NISM reserves the right to cancel the admission offered to applicants who fail to submit the documents within the stipulated date.

You need not send any documents by post / courier to NISM. You may note that this admission is provisional subject to verification of all details and documents mentioned in support of your application.

We appreciate your interest in PGDM(SM) Programme and welcome you to the NISM student fraternity. We wish you all the very best for a bright future.

Admission Officer

Prof. Sudhakar Yadav
Dean, National Institute of Securities Education

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

14BSUHH010236
2017

CAPITAL FIRST

July 03, 2017

Mr. Akash Das

Employee Identity Code Number: 15007

Dear Akash,

Subject: **Appointment Letter**

61. **Position Details**

61.1 Further to discussions between us and our Offer Letter, we, **Capital First Limited** ("the **Company**") are pleased to offer you an employment with us subject to the terms and conditions set out below and further subject to the Service Conditions of the Company as may be amended and brought into force from time to time in future.

1.2 Service Conditions for this purpose shall include without limitation, the Company's Codes, Policies, Rules, Regulations, Manuals, and Guidelines, with which you should familiarize with.

1.3 (a) Designation : **Customer Service Executive**

(b) Grade : **Graduate Trainee**

(c) Location : **Mumbai**

(d) Reporting to : **Head- Customer Correspondence Unit**

(e) Date of Joining : **July 03, 2017**

1.4 The Company reserves the right to re-designate, reposition or relocate you to another place, location, department, branch, unit etc within the Company or assign your services to any of its its subsidiaries and associates in India or outside of India in which case the Service Conditions as are applicable to or at such new place, location, department, branch, unit, subsidiary, associate etc shall apply to you.

1.5 During your employment with the Company, you will not take up or engage into (whether for profit or otherwise) any other employment or any business, trade or contest for or assume any public office without prior written consent of the Company.

62. **Compensation and Benefits**

2.1 Your Gross Annual Compensation and Cost to Company (CTC) is as stated in the Annexure to our Offer Letter (CTC Annexure- the same being enclosed herewith for ready reference) as further elaborated hereinafter. Based on it, your compensation will be paid to you on a monthly basis before the end of the month for the month to which it relates.

THE NEHRU FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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(Deemed-to-be University) Under Section 3 of the UGC ACT, (1956)

12BSOHH010119

Admissions XISS

From: Admissions XISS [admissions@xiss.ac.in]
Sent: 23 April 2016 08:39
To: 'aishwarika7@gmail.com'
Subject: XISS Admission in PGD-HRM (Session 2016-18)

XAVIER INSTITUTE OF SOCIAL SERVICE

Dr. Camil Bulcke Path (Purulia Road), Ranchi – 834001, Jharkhand.
Landline: 0651 – 2200873 / Mobile No: +91 99314 01500,
E-mail: admissions@xiss.ac.in / Facebook: http://www.facebook.com/xiss1955
Website: www.xiss.ac.in

23rd April 2016

Dear Aishwarika Behera:

With reference to your application for admission to **Batch 2016-18** followed by the selection process, we are pleased to inform that you have been selected for **PGDM in Human Resource Management.**

Kindly note that the admission of the selected candidate of the 2nd List at XISS will begin from **25th April 2016 and will go up to 3rd May 2016.** However, the Institute will remain closed on 1st of May (Sunday). Timing for Admission process **is 07:30 am to 12.30 pm. Kindly bring a printout of this mail.**

DOCUMENTS REQUIRED

You are required to bring the following documents (along with (1) one set photocopy):

1. Original XAT/CMAT/CAT Score Card as applicable,
2. Original Mark Sheet of Class X, XII, Graduation and Post-Graduation,
3. Original College Leaving Certificate
4. For appearing candidates – Provisional Certificate / Bona-fide Certificate
5. Original Latest Caste Certificate (for ST/SC candidates),
6. Original Baptism Certificate (for Christian's candidates),
7. Color Passport size Photographs - 07 copies (Name and Department must be mentioned at the back of the photograph),
8. Photocopy of Demand Draft (Name and Department must be mentioned),
9. Printout/Photocopy of NEFT receipt (If opting payment through NEFT),
10. Affidavit for Anti Ragging (for Students and for Parents)

The format for the affidavit of anti-ragging is available on our website (http://www.xiss.ac.in/?page_id=2798) You are to get it printed & stamped and signed by any notary public (Court) on a stamp paper of value Rs. 20/- or more.

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IMPORTANT INFORMATION

The selected candidates must take admission within the stipulated time. Afterwards your candidature will be cancelled and the seat will be offered to another candidate.

Classes of new academic session (2016-18) will commence from 18th June, 2016.

Wishing you all the very best and hoping to see you at XISS in the near future.

With warm regards

Admissions Team @XISSRanchi
Admission Cell,
Xavier Institute of Social Service, Ranchi.

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

13BSUH4010047

prabhupeter7@gmail.com

PRIFYSGOL
BANGOR
UNIVERSITY

International Education Centre
Bangor University
College Road, Bangor
Gwynedd
LL57 2DG
Tel: 0044 1248382028
Email:international@bangor.ac.uk
www.bangor.ac.uk

Dear Prabhunani Simma

UNCONDITIONAL OFFER AND NOTIFICATION OF CAS

I am pleased to confirm your unconditional offer from Bangor University. You need this letter to apply for a visa to study at this University. You can apply for a visa up to 3 months before the start of your course and it is recommended you do so as soon as possible. This letter is valid for 6 months from today. Please refer to your original offer letter for full terms and conditions of your admission.

APPLICANT DETAILS:

Category:	Tier 4
Sponsor Licence Number:	GWBETJJ6X
CAS Reference Number:	E4G7BZ6F21Q0B4
Hours Per Week:	N/A
Nationality:	India
Date of Birth:	30 January 1994
Passport Number:	M0109591
Student Reference Number:	500462176

This is to confirm that the above person has firmly accepted an unconditional offer to study at Bangor University on the following full time programme of study:

COURSE DETAILS:

Course Title:	MBA Finance
Level of Study:	NQF Level 7
Main Site of Study:	Bangor
Course Start Date:	14 September 2016
Last Date Registration permitted:	14 October 2016
Course End Date:	30 September 2017
ATAS Certificate Required:	No

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Please visit our Guide on how to obtain a Student Visa:
http://www.bangor.ac.uk/international/documents/student_visa_guide.pdf

Evidence used to assess your ability to complete the programme. You must submit the original certificates of these qualifications with your student visa application:

The degree of Bachelor of Business Administration

Assessment of English Language Ability:

SELT: No
HEI sponsor has made assessment

We have assessed this student's English Language ability and confirm that the student speaks, listens, reads and writes to the equivalent or higher standard required by the Immigration Rules.
No documents are required to be submitted as evidence of this.

First year tuition fee for start date shown above: £11,800.00

First year tuition fee paid so far: £2,030.00

Accommodation fee paid: £300.00

Previously UK Student: No

IMPORTANT- please note that you should ensure that you present a student visa which is valid for Bangor University when you register for your studies. If you have studied at another institution in the UK, please ensure that you have applied for a new visa to study at Bangor.

Yours sincerely,

Manman Jones

International Recruitment & Admissions Team
International Education Centre

REGISTRAR
THE KOFAI FOUNDATION FOR HIGHER EDUCATION

13BSOHH010168

151PG 6052

ALLIANCE UNIVERSITY

Office of Admissions

18 May 2016

Mr. LAXMAN REDDY
H NO 1-70
SHANKARPALLI RANGA REDDY
ANDHRA PRADESH - 501203
Tel.: 9666726879

Ref : MBA2016-5285

Sub : Offer of provisional admission - Master of Business Administration (MBA) Fall Batch 2016.

Dear Mr. LAXMAN REDDY,

Congratulations! It is my pleasure to offer you provisional admission to the MBA Fall Batch (July) 2016. This opportunity to join one of the most outstanding student bodies in the country comes in recognition of your academic and personal achievements. I, and the other members of the Admission Committee, know that you would be a valued member of the Alliance School of Business, Alliance University both in and out of the classroom.

We were impressed by your academic achievements and believe strongly in your potential for continued success. You are a remarkable individual, and we are confident that you will make a lasting contribution to Alliance University and to the world.

Alliance University is a Private University established in Karnataka State by Act No.34 of year 2010. The University is jointly recognized by the University Grants Commission (UGC) and All India Council for Technical Education (AICTE) New Delhi.

The confirmation of your admission to the Master of Business Administration course is contingent upon your fulfilling the following conditions:

1. You should have passed your Bachelor's degree with a minimum of 50% marks (45% marks for SC/ST) in the aggregate from any recognized university.

2. You must have qualified in any one of the Aptitude Tests: CMAT/GMAT/CAT/XAT/MAT/NMAT/ATMA/AMAT.

3. You are required to make a payment of a non-refundable Registration Fee of Rs.50,000/- (Rupees fifty thousand only) upon acceptance of the provisional admission offer. The first installment of the tuition fee amount of Rs.4,00,000/- (Rupees four lakh only) is to be paid on or before 1st July 2016, failing which your admission will stand automatically cancelled.

REGISTRAR

14BSU HH010 207

IFIM
BUSINESS SCHOOL

February 6, 2017

Ref.: IFIM/PGDM2017/9707

Ms. Pavani Kondapalli
D101
Plot No. 16 Lic Colony Sri Sai Apartments
Hyderbad - 500073
Telangana
Mobile: 8096963699
Email: kondapalipavani@gmail.com

Sub.: Offer of Provisional Admission: PGDM 2017-19.

Dear Ms. Pavani Kondapalli,

Congratulations! On behalf of the Director – IFIM Business School and the Admissions Committee, I am happy to inform you that based on your performance in the Admissions Selection Process, you have been selected to the 23rd batch (2017-19) of two-year **Post Graduate Diploma in Management (PGDM)** programme at the IFIM Business School, which is approved by the **All India Council for Technical Education (AICTE)**, New Delhi.

IFIM Business School, Bangalore, (www.ifimbschool.com) one of the oldest professional schools of IFIM Institutions, is a premier management institute offering two-year, full-time, AICTE approved PGDM, PGDM-Finance (recognized by CFA) and PGDM-International Business programmes. IFIM Business School has obtained the prestigious South Asian Quality Assurance System (SAQS) accreditation by the Association of Management Development Institutions in South Asia (AMDISA). IFIM Business School has been ranked consistently amongst the top 30 Business Schools in the country by many eminent ranking agencies.

The confirmation of your admission to the Post Graduate Diploma in Management (PGDM) programme for the batch of 2017-19, is subject to you fulfilling the following conditions:

a. You should have passed your Bachelor's degree with a minimum of 50% marks (45% for SC/ST candidates) in the aggregate from any recognized university.

b. You must have valid score card of any one of the national level management entrance examinations – CAT/XAT or GMAT.

c. You are required to make a payment of a non-refundable Registration Fee of INR 50,000/- (Rupees Fifty Thousand only) upon acceptance of the provisional admission offer (i.e. by **February 6, 2017**). The first installment Tuition Fee amount of **INR 3,00,000/-** (Rupees Three Lakhs only) is to be paid on or before **February 27, 2017**, failing which your admission will stand automatically cancelled.

7/2/17

IFIM Business School
#8P & 9P, KIADB Industrial Area, Electronics City Phase I, Bangalore - 560 100
Tel.: 91-80-41432800/88 | Mobile: +91 9900067702/4/6/8
Email: info@ifim.edu.in | www.ifimbschool.com

An Institution of Centre for Developmental Education

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S. Vijayalaxmi

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FOUNDATION FOR HIGHER EDUCATION HYDERABAD

d. You are required to submit the following documents/original on or before the date of joining:

- Standard X mark sheet
- Standard XII mark sheet
- Bachelor's degree mark sheets
- Degree Certificate (Provisional or Convocation)
- Entrance Exam Score Card: CAT/XAT/GMAT
- Photographs – 4 Nos. (Recent color - PP size)

You are required to communicate your acceptance by submitting the "Acceptance of Provisional Admission Offer" (enclosed) along with non-refundable Registration Fee of INR 50,000/- as mentioned above.

If you, (i) after receiving the Letter of Provisional Admission, but before paying amount of first installment, withdraw from the programme, and/or (ii) after receiving the Letter of Provisional Admission, fail to make the subsequent payment by the stipulated date(s), then your admission will automatically stands cancelled. All withdrawals (if any) should be made in writing, addressed to the Director – Admissions & Student Services, IFIM Business School, Bangalore on or before June 01, 2017, which will be dealt with, at an appropriate time.

Please note that in the event of your having furnished any inaccurate/misleading/false information or failed to submit any of the above documents, your admission will automatically stand cancelled and the fees paid forfeited. In such an event, the Office of Admissions shall not entertain further correspondence or discussion.

The classes for the PGDM programme will begin in July 2017.

Welcome to IFIM Business School!

With best wishes,

7/2/17

Surekha Shetty
Director – Admissions & Student Services

14BSUHH01021

Y.Kuninti

Member ID
18055899

Valid Until
Aug 5, 2024

School
Hertfordshire Business School

044180558991

Y.Kuninti Y.Kuninti Y.Kuninti Y.Kuninti

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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5.2.2

BBA

2017-18

S. Vijayalakshmi

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

UNIVERSITY CANADA WEST

14BSUHH010058

Mr Aqil Mohammad Uzair

PO. Box 6121, Ericsson AB, KB-04, RDC, Prince Turki Street
Riyadh, 12382, Sauid Arabia

Applicant Number	H1007296
UCW Student ID Number	1810636
Citizenship	India
Passport Number	Z2168589

Date: 06 April 2018

Dear Mr Uzair,

RE: Unconditional Offer – University Canada West MBA Foundation Courses + Master of Business Administration

I am pleased to unconditionally offer you a place at University Canada West in the MBA Foundation Courses + Master of Business Administration, starting 01/10/2018. I would like to take this moment to welcome you to the program.

Please note that this letter cannot be used to obtain a visa, and that only the official Letter of Acceptance may be used for your Student Visa application. You will receive your official Letter of Acceptance upon paying your Deposit, highlighted below.

Program of Study	MBA Foundation Courses + Master of Business Administration
Campus Address	University Canada West Suite 100-626 West Pender Street Vancouver BC V6B 1V9 Canada
Location	Vancouver
MBA Foundation Courses Commencement Date	01/10/2018
Duration of MBA Foundation Courses	3 months
Attendance Type	Full Time
Conditions to Meet for Full Admission	MBA with Foundation course unconditionally approved.
Estimated Total Tuition Fees for MBA Foundation Courses	$6900.00
Deposit to be paid	$7066.00 (comprising of 4 courses, student fees, library and technology fees, and orientation)

ICFAI FOUNDATION FOR HIGHER EDUCATION

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(Deemed-to-be-University Under Section 3 of the UGC Act, 1956)

University Canada West
Suite 100 – 626 West Pender Street, Vancouver, BC V6B 1V9
T: +1 604 915 9607 | E: info@ucanwest.ca | W: www.ucanwest.ca

UNIVERSITY CANADA WEST

MBA Commencement Date	02/01/2019
Duration of the MBA Program	24 months
Attendance Type	Full time
Conditions to Meet for Acceptance	Successful completion of MBA Foundation Courses is required to advance to MBA.
Estimated Total Tuition Fees for MBA	$32400.00

Your deposit payment is applied to your tuition fees for the program. Your deposit confirms your intent to study at UCW and reserves your place in the program. For international students, deposits are refundable ONLY if your student visa or study permit application is denied by Immigration, Refugee, and Citizenship Canada. The full refund policy is available on the UCW website.

Please check the University Canada West website for information and the application for scholarships and awards available to entering students (https://ucanwest.ca/admissions/awards-scholarships).

All students take an English assessment test at UCW to determine initial course placements which may affect your program duration.

Payment can be made by credit or debit card by calling University Canada West on +1 604 915 9607 or by making a bank transfer, using the account details below.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION

University Canada West
Suite 100 – 626 West Pender Street, Vancouver, BC V6B 1V9
T: +1 604 915 9607 | E: info@ucanwest.ca | W: www.ucanwest.ca

UNIVERSITY CANADA WEST

Wire Transfer Instructions

All the Wire Transfers must include the following information:

1. Student's full name (Surname/Family name and Given name)
2. MyUCW student number
3. Campus the student will be attending (Vancouver campus #701 or Online campus #704)

To ensure the money is accredited to the proper student account, please notify Finance with the following information:

1. Student's full name
2. MyUCW student number (if already issued)
3. Total amount wired
4. Reason for transfer (application fee, tuition, textbook etc...)

There may be a $20 wire transfer fee – please consult with your respective banks. Therefore, all wire transfer amounts must be $20 over the amount being wired. For example, if the tuition of $4320 is being paid, a total of $4340 must be wired.

Wire Transfer Details:
University Canada West's TD Canada Trust account name is - Learningwise Education Inc

Canadian Dollars	
Payable to:	Learningwise Education Inc
Bank:	TD Canada Trust
Memo:	Do not Convert
Bank Address:	55 King Street West Toronto, Ontario M5K 1A2
Institution #	004
Transit #	10252
Account #	528-4164
SWIFT Code:	TDOMCATTTOR
Intermediary Bank:	Bank of America
Memo:	Do not Convert
Correspondent Bank Name & Address	Bank of America New York , NY
ABA #	026-009-593
SWIFT Code:	BOFAUS3NXXX

US Dollars	
Payable to:	Learningwise Education Inc
Bank:	TD Canada Trust
Memo:	Do not Convert
Bank Address:	55 King Street West Toronto, Ontario M5K1A2
Institution #	004
Transit #	10252
Account #	732-1439
SWIFT Code:	TDOMCATTTOR
Intermediary Bank:	Bank of America
Memo:	Do not Convert
Correspondent Bank Name & Address	Bank of America New York , NY
ABA #	026-009-593
SWIFT Code:	BOFAUS3NXXX

So we can locate the funds and allocate them to your student record, please use the Applicant Number at the top of the first page as a reference and send a receipt of the transfer via email to ucwadmissions@ucanwest.ca.

THE IDEAL FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE IDEAL FOUNDATION FOR HIGHER EDUCATION

University Canada West
Suite 100 – 626 West Pender Street, Vancouver, BC V6B 1V9
T: +1 604 915 9607 | E: info@ucanwest.ca | W: www.ucanwest.ca

UNIVERSITY CANADA WEST

Privacy Notice

The University reviews the information provided in your Application for Admission form to determine your eligibility for enrollment with the University, to manage your application and the admission process and, if you are selected and elect to attend, to manage enrollment and attendance at the University, including but not limited to registration, maintenance of your student record, and the provision of services to students. The personal and educational information you provided on the form may be shared with departments of the BC provincial and Canadian federal governments as required by legislation and regulation. Additionally, your application has been received and reviewed by the University's parent company, Global University Systems based in the United Kingdom and the Netherlands and your personal and contact information may be provided to third parties based in the United States or other jurisdictions for the provision of services to students (eg. library databases). Accordingly, please be aware that your personal and educational information will be accessed and stored outside of Canada. The University collects, uses, and discloses your personal information as permitted or required by applicable privacy legislation. If you have any questions, please consult our Privacy Policy https://ucanwest.ca/media/105004/6751-informationprivacysecurity.pdf or contact our Privacy Officer at 1.604.915.9607. We confirm that by applying for admission with the University you consent to the collection, use and disclosure of your personal information as described in this letter, including the access and storage of that information outside of Canada.

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UNIVERSITY CANADA WEST

University Canada West MBA Foundation Courses + Master of Business Administration Enrolment Process

You have completed step one of the application process for University Canada West MBA Foundation Courses + Master of Business Administration, but please find below details on the remaining steps before your preferred start term of 01/10/2018.

Step 1	Make your application and include the documents listed below.
Step 2	Once your application is completed, your file will be submitted for consideration by the Admissions team at University Canada West. They can only evaluate applications with the following documents included : ▪ Official Transcripts of all secondary and post-secondary institutions attended ▪ CV or resume in English ▪ University Canada West may request foreign transcripts to be evaluated by a UCW approved international credentialing service such as WES, ECE, AACRAO ▪ English proficiency test score i.e. IELTS, TOEFL. Score must be within two years. ▪ Letter of Intent ▪ GMAT or GRE Score
Step 3	A decision is made and communicated to you from UCW Admissions team. At that point, accepted students will need to then pay their deposit in order to receive their Letter of Acceptance that can be used for visa application.
Step 4	Once you have received your visa, you will need to work towards finalising the balance of your remaining tuition fees. It should be noted that as University Canada West student you are obliged to pay each term's tuition fees before the start each term. We ask students who plan to take University Access Program (UAP) or a Foundation Courses to take special note this requirement.
Step 5	Details of the timetable and orientation session will be sent up to one month prior to the start date and University Canada West will look forward to welcoming you on campus to the MBA Foundation Courses + Master of Business Administration

We look forward to welcoming you soon, as a student at University Canada West.

Best regards

Admissions Team

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION

University Canada West
Suite 100 – 626 West Pender Street, Vancouver, BC V6B 1V9
T: +1 604 915 9607 | E: info@ucanwest.ca | W: www.ucanwest.ca

13BSUHH010066

NUS BUSINESS SCHOOL
Graduate Studies Office

NUS National University of Singapore

Student ID: A0195550B

21 December 2018

Dear Nikhil RUNGTA,

Letter of Admission to NUS MSc (Mgt) Programme

Congratulations on being accepted as a full-time candidate for the NUS Master of Science in Management Programme, Academic Year 2018/2019 Semester 2 Intake.

On behalf of the faculty and administration, I am delighted to welcome you into the NUS Business School community. Located in the heart of Asia, Singapore is a thriving cosmopolitan city, ideal for empowering enterprising students. Throughout your candidature you will be engaged with caring and able administrators, and experienced faculty members.

Please be sure to make arrangements to join us in Singapore on **7 January 2019** when you will officially matriculate into the NUS MSc (Management) programme.

If you have any queries, please contact us at +65 6516 3370 / +65 6516 8660 or mscmgt@nus.edu.sg.

I look forward to seeing you at NUS Business School.

Best Regards

Mr Saul SIO
for Dr Jumana ZAHALKA, Academic Director
MSc (Mgt) & CEMS MIM Programme

S Vijayalakshmi

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Mochtar Riady Building, Level 4
15 Kent Ridge Drive, Singapore 119245
Tel: (65) 6516 3000
Company Registration No: 200604346E

14BSUHH010031

Oifig Idirnáisiúnta
Ollscoil Chathair Bhaile
Átha Cliath Campas na
Naomh Uile
Droim Conrach
Baile Átha Cliath 9
Éire

International Office
Dublin City University
All Hallows Campus
Drumcondra
Dublin 9
Ireland

T +353 1 700 7411
E international.office@dcu.ie
W dcu.ie/international

DCU
Dublin City University

Ref: CJ/CF
18210729

Mr Srikiran Karanam
Fateh Education
6/15 1st Floor East Patel
Nagar New Delhi
India

16th Febriary 2018

Dear Mr Karanam,

I am pleased to inform you that your application has been successful and you are herewith offered a place on **Master of Science in Management (Strategy)**, Full Time.

Please note that you must accept this offer through the Postgraduate Application Centre (PAC) website, www.pac.ie, failure to do so will result in difficulties when you attempt to register online.

PAC Reply by Date
2nd March 2018

This offer is subject to your fulfilling any condition(s) indicated below. Students in receipt of a conditional offer are required to provide the requested documentary evidence as soon as possible. Applicants who do not meet the required academic or English language entry requirements will not be allowed to register. In addition, this offer is subject to sufficient intake onto the programme to make it viable to deliver in 2018/2019.

Conditions of Offer
None.

All offers are subject to the verification of the qualifications and/or work experience, which you have specified in your application, or which you have indicated will be obtained prior to registration.

Based on the detail accompanying your application you are liable to pay the Non-EU Student Fee for the programme. When accepting your offer you are required

Oifig Idirnáisiúnta
Ollscoil Chathair Bhaile
Átha Cliath Campas na
Naomh Uile
Droim Conrach
Baile Átha Cliath 9
Éire

International Office
Dublin City University
All Hallows Campus
Drumcondra
Dublin 9
Ireland

T +353 1 700 7411
E international.office@dcu.ie
W dcu.ie/international

DCU
Dublin City University

to pay Euro **€16.000** (fee at time of print) towards your fee liability, less deposit paid.

If you require a Visa letter once your payment is made please contact international.office@dcu.ie as indicated on the PAC website. Please put 'VISA' as the subject of your email.

An orientation day for Postgraduate Students takes place in September each year. Further details on orientation and on-line registration are posted on the University website towards the end of August 2018. International Students will also find useful information from the International Office website at http://www.dcu.ie/international/index.shtml.

You should contact the accommodation office directly should you wish to avail of on-campus accommodation or if you require assistance finding off-campus accommodation. Further information can be obtained at http://www.dcu.ie/accommodation/index.shtml.

The date the academic year begins on will be confirmed shortly. Students are required to attend Orientation during the week prior to the official start of Semester 1 lectures.

Should you have any further questions about the process, please contact the International Office at +353 1 700 7411.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)
HYDERABAD

Yours sincerely

Celine Jameson

DCU
16/02/2018
IntlOffice

Celine Jameson
Student Enrolment Manager / Admissions Officer

Oifig Idirnáisiúnta
Ollscoil Chathair Bhaile
Átha Cliath Campas na
Naomh Uile
Droim Conrach
Baile Átha Cliath 9
Éire

International Office
Dublin City University
All Hallows Campus
Drumcondra
Dublin 9
Ireland

T +353 1 700 7411
E international.office@dcu.ie
W dcu.ie/international

DCU
Dublin City University

16 February 2018

TO WHOM IT MAY CONCERN

Student Name: Mr Srikiran Karanam

Student Number: 18210729

This is to confirm that **Mr Srikiran Karanam** has been offered a place on the full-time **Master of Science in Management (Strategy)** for the academic year 2018/19.

The student will be expected to attend the Orientation period, which takes place from **17th to 21st September 2018**, with lectures and tutorials starting on **24th September 2018.**

Mr Srikiran Karanam is expected to register as a student at Dublin City University for the Academic Year 2018/19 from the **10th September 2018**.

Mr Srikiran Karanam is expected to complete year one of the programme of study by **31st October 2019**.

The full Fee for academic year 2018/19 of €16,000 is required to be paid in order to secure the student's place in Dublin City University. Upon receipt of payment we will issue the appropriate documentation to allow the student to apply for a student Visa to enter Ireland.

Living costs for students depend largely on their lifestyle, but below is a breakdown of expected costs.

Expense	Monthly Cost in €
Accommodation	Approx €500 to €700
Food	€180 - €260
Bills (Electricity and or Gas)	€80
Misc	€120 (mobile Phone etc)
Stationary/books/printing	€55
Transport (Leap Card)	Max €20 per week
Initial Expenditure (one off payments)	
Academic Books	€300
IRP Card (formerly GNIB)	€300
Re-entry Visa (for students requiring visas)	€60 (single entry) or €90 (multiple)
Medical Insurance	€120 (yearly)

Should you require any further information, please do not hesitate to contact me directly at 7007411 or email international.office@dcu.ie

With kind regards

Paul Smith
Director of International Office
Dublin City University

THE NCFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE NCFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Section 3 of the UGC ACT,1956)

14BSUHH010164

13:01 91%

Dear ABHINAV SINGH ,

Greetings from Symbiosis Institute of Management Studies

This is with reference to the offer letter sent to you dated 21/02/2018.
We acknowledge that we have received Rs. 278500.00 on account of payment of 1st installment of fees as per the details given below towards your confirmation of joining the offered program.

SNAP ID / Registration ID	180123962
Name of Programme	MBA - SIMS
Name of Institute	Symbiosis Institute of Management Studies
Batch	2018 - 2020
Amount	278500.00
Transaction Ref.No./ DD No./ UTR No.	1410210119
Date/s of Amount Received	12/03/2018

Note: Payments made through DD / Bill Desk are subject to realization. You can generate eReceipt from Candidate Login (http://siufinance.ishinfo.com/StudentAdmission/) under (Make Payment tab>Print eReceipt).

REGISTRAR
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This is an auto-generated e-mail.

In case of any further clarifications please feel free to contact us on admissions@sims.edu.

We look forward to welcome you at Symbiosis Institute of Management Studies!

Kind regards

15BS0HH010190

WESTERN SYDNEY UNIVERSITY

Student ID: 19653189 | Application ID: 2240720

29 November 2018

Miss Pranavi POKALA
IDP - India - Hyderabad
6-7-241 A A 23 Bansilalpet Secunderabad
Hyderabad Andhra Pradesh 500003
INDIA

Dear Miss Pranavi POKALA,

Congratulations and welcome.

I am very pleased to advise that your application for admission to Western Sydney University has been successful.

You are joining a world class university that offers you the knowledge and tools for your future career goals whatever they may be. We are committed to developing an unlimited world of potential for our students as the next generation of global citizens, leaders and change makers.

The details of your offer of admission are given below, please check them carefully.

Congratulations! You have received a scholarship offer. We are pleased to offer you a partial tuition fee scholarship to outstanding international students enrolling in a select range of postgraduate coursework programs in 2019. The Scholarship is a one-off $10,000 scholarship payment towards postgraduate coursework tuition fees. The amount will be credited towards your tuition fee after the census date of your first semester or second quarter. Important note: Scholarships will be granted on a first come first served basis until filled. It is advised you accept your scholarship award as soon as possible to avoid disappointment.

Master of Professional Accounting (Advanced) (2815)

CRICOS Code:	071123A	Campus:	Parramatta City (Full-Time)
Start date:	7 January 2019	Orientation date:	4 January 2019
Duration:	2 years	End date:	31 December 2020
Credit / Advanced Standing:	0 credits	Intake:	Quarter 1 2019
Indicative total course fee:	AU$61,900.00	Indicative annual tuition fee:	AU$30,200.00
Use the course code or course name above to search and find detailed information about your course via the handbook weblink			

Acceptance Fee Deposit

The following fees are payable on acceptance of your offer:

Note: Amounts have been rounded to nearest 100 for banking currency transaction convenience. You may choose to pay more than the amounts shown below. Any overpayment will be credited to your student account. If there is a shortfall in payment received you are required to pay the outstanding balance at enrolment.

Course 1 Deposit	*+ AU$7,600.00*	Overseas Student Health Cover *- 28 months of Single Cover*	+ AU$1,470.00
Course 2 Deposit	*+ AU$0.00*	Enrolment Fee *(if applicable)*	+ AU$0.00
Course 3 Deposit	*+ AU$0.00*	Less Scholarship Amount *(if applicable)*	- AU$10,000.00
Total Course Deposit	= AU$7,600.00	Less Amount Previously Paid *(if applicable)*	- AU$0.00
		Total Acceptance Fee:	**= AU$9,070.00**

REGISTRAR
THE NATIONAL FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT 1956)

Student Services Amenities Fee is charged each half year. The half year fee for 2018 is $149. You will be advised via your student email account when the fee is
due. https://www.westernsydney.edu.au/currentstudents/current_students/fees/student_amenities_fee

Your course may have additional charges relating to equipment, excursions, etc. Please check with your Course Advisor.

Disclaimer: the University reserves the right to vary course fees, course content and structure, campus of study and graduate requirements. Students will be subject to fees and conditions current for each teaching period in which they enrol.

Western Sydney University is a multi campus university, students may be required to travel to different campuses for some parts of their course

Offer Notes

SGSM International Orientation
10:30pm -3:30pm, Level 9, Parramatta City Campus
One Parramatta Square (1PSQ), 169 Macquarie Street, Parramatta

NOTE: The time, date and venue of your Orientation may change due to unforeseen circumstances. We advise you to check the website (www.westernsydney.edu.au/international/orientation) four weeks before the start of your course to make sure you have the most recent details for your Orientation.

Responding to your offer

You can accept, defer or decline your offer by logging into the WSU Online Application System (your agent can also do this on your behalf if required). Accepting your offer requires the provision of any necessary acceptance documents and the payment of the acceptance fee that is outlined in this offer. You must sign and date the Declaration of Acceptance included in this offer letter.

You may choose to defer your offer for a maximum of 12 months. Note that not all courses start in the middle of the year. If you defer for 12 months or more you may be subject to different admission requirements and fees than those that applied at the time you deferred. Please note that exchange programs cannot be deferred.

Applying for a student visa

Once you have provided all the required acceptance documents and paid the required acceptance fee we will issue you the Confirmation of Enrolment to apply for your student visa. Please allow adequate time to apply for your visa. Tips to prepare your student visa application are available at: https://www.border.gov.au/Trav/Visa-1/500-

Orientation

Orientation is compulsory for international students. Please check the Orientation website for further information: www.westernsydney.edu.au/international/home/pre-departure/orientation_program

Moving to Sydney

For all the information you need on accommodation, obtaining a visa, living in Sydney, please visit our Prepare to Arrive website: http://www.westernsydney.edu.au/international/home/pre-departure

Western Sydney University offers a wide range of on-campus accommodation, providing you with high quality, affordable accommodation that gives a rich and balanced living and learning environment. On campus accommodation is in high demand so you should consider this as soon as possible. For information and bookings visit the Western Sydney University Village site:www.mystudentvillage.com/au/westernsydneyuv/

Once again, many congratulations. I look forward to welcoming you to our beautiful city and Western Sydney University.

Yours sincerely,

Western Sydney International
For Angelo Kourtis, Vice-President and Registrar
Western Sydney University

International Admissions: Phone: +61 2 9685 9280
Go Global and Study Abroad **(Semester and Year long Exchange & Study Abroad Students Only)**: Phone: + 61 2 9685 9052

Western Sydney University ABN 53 014 069 881 is a registered provider under the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Provider Number: 00917K. The College (CRICOS Provider Number 02851C) is a wholly owned entity of Western Sydney University. Western Sydney University International College Pty Ltd (CRICOS Provider Number 03663C) is a joint venture partner with Western Sydney University.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
Deemed to be University Under Section 3 of the UGC ACT, 1956

WESTERN SYDNEY UNIVERSITY

Acceptance Form

Student ID: 19653189 | Application ID: 2240720

This form must be completed and signed by international students who want to accept an Offer for a place at Western Sydney University. Before signing and returning this form please ensure that you have:

- read and understood the *Acceptance Terms and Conditions* included with your offer letter
- read and understood the *International Student Fees and Refund Agreement* included with your offer letter
- completed and signed the declaration on this *Acceptance Form*

Personal Details

First name:	Pranavi	Family name:	POKALA
Title:	Miss	Date of Birth:	20-Jan-1998
Citizenship:	INDIA	Passport No:	
Birth Country:	INDIA	Offer Issue Date:	29 November 2018

Program Details

Program:	Campus:	Start Date:	End Date:
Master of Professional Accounting (Advanced) (071123A)	Parramatta City	7 January 2019	31 December 2020

Acceptance Fee Deposit

The following fees are payable on acceptance of your offer:

Note: Amounts have been rounded to nearest 100 for banking currency transaction convenience. You may choose to pay more than the amounts shown below. Any overpayment will be credited to your student account. If there is a shortfall in payment received you are required to pay the outstanding balance at enrolment.

Course 1 Deposit	+ *AU$7,600.00*	Overseas Student Health Cover *- 28 months of Single Cover*	+ AU$1,470.00
Course 2 Deposit	+ *AU$0.00*	Enrolment Fee *(if applicable)*	+ AU$0.00
Course 3 Deposit	+ *AU$0.00*	Less Scholarship Amount *(if applicable)*	- AU$10,000.00
Total Course Deposit	= AU$7,600.00	Less Amount Previously Paid *(if applicable)*	- AU$0.00
		Total Acceptance Fee:	**= AU$9,070.00**

Payment of the Total Acceptance Fee should be made by logging into the WSU Online Application System, accepting your offer and proceeding through to the payment gateway.

Overseas Student Health Cover (OSHC)

It is a condition of your student visa that you maintain Overseas Student Health Cover (OSHC) for the duration of your visa. For exceptions to this condition refer to www.border.gov.au/Trav/Stud/More/Health-Insurance-for-Students. For information on OSHC please visit: https://www.oshcallianzassistance.com.au/about_oshc.aspx

Declaration of Acceptance

- I accept the offer of admission to Western Sydney University in the above named program, as indicated on the attached offer letter, including any course credit or advanced standing set out in that letter of offer.
- I declare that, before accepting the offer, I have read and understood the letter of offer and this acceptance form (including the terms and conditions) or, if applicable, my agent has explained these to me.
- I acknowledge that by acceptance of this offer for admission into the program of study is on a 'first-come-first-served basis' and is subject to there being a sufficient number of places being available.

REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed to be University Under Section 3 of UGC ACT 1956) HYDERABAD

Student's Signature: Parent/Guardian Signature*: Date:

**If you are under 18 years old at the time of acceptance your parent or guardian must also sign:*

WESTERN SYDNEY UNIVERSITY

Acceptance Terms and Conditions

Student ID: 19653189 | Application ID: 2240720

In accepting the attached offer, I declare, agree and confirm as follows:

I confirm that I have read and understood information provided to me about:

- I am a genuine applicant for admission to Western Sydney University and intend to undertake and complete all programs listed in my offer letter as a full-time student in accordance with the genuine temporary entrant and genuine student requirements as set by the Australian Department of Home Affairs. I understand that Western Sydney University may cancel my enrolment at any time if I no longer meet these requirements;
- all documents I have submitted as part of my application to study at Western Sydney University are authentic, valid, accurate and complete, that I am aware that the University will rely on them, and that incomplete, misleading or inaccurate information may result in my enrolment being cancelled and Western Sydney University reporting this to relevant authorities;
- I will promptly notify Western Sydney University of any change to my contact details or to any information or documents that I have provided as part of my application or my acceptance of the offer;
- my tuition fees are due for payment no later than the commencement of each session of study. However, the University may at any time change the due dates for payment for tuition and other fees by notifying me in writing to that effect. I understand that non-payment by that due date will result in my enrolment being cancelled, which in turn may have implications for my Australian student visa. I also understand that acceptance of this offer is subject to successful clearance of those funds as set out in the Payment Details section of this form and by the due date(s) for payment;
- I am only entitled to a refund of fees in accordance with the terms of the International Student Fees and Refunds Agreement which is compliant with the requirements of the ESOS National Code of Practice;
- I will be bound by and will comply with all Western Sydney University rules and policies applicable to me as an international student from time to time, including student fees and refunds, admission, enrolment, progression and conduct;
- that any academic credit or advanced standing granted to me (as set out in the attached offer) may decrease the total duration of my program;
- Western Sydney University has the right to vary programs, including their content, structure, entry requirements (including score conversions) and completion or graduation requirements at any time;
- Western Sydney University has my permission to contact third parties (including other Australian or overseas education institutions) for the purpose of verifying the authenticity of any document or information provided by me in connection with my application or enrolment, including any sponsor for payment of fees;
- I have genuine and sufficient access to funds to cover tuition fees, living expenses, Overseas Student Health Cover, and all other related costs and expenses incurred by me and any dependants of mine during my enrolment with Western Sydney University. I understand I will not be eligible for any financial or other assistance from Western Sydney University should I no longer have sufficient funds.
- my acceptance of this offer for admission into the program of study is on a "first come first served" basis, and there being a sufficient number of places available in that program. If this occurs after Western Sydney University receives my payment, I will be entitled to a refund of my fees, but not to any other compensation;
- the attached letter of offer and this acceptance form the entire agreement between Western Sydney University and me about its subject matter, and that this agreement is governed by and subject to the laws in force in New South Wales, Australia. I confirm that any other information given, or representations made to me previously are superseded by this agreement.
- Information is collected on this form and during enrolment in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. Information collected about me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the TPS Director. In other instances information collected on this form or during my enrolment can be disclosed without my consent where authorised or required by law:
  https://internationaleducation.gov.au/Regulatory-information/Education-Services-for-Overseas-Students-ESOS--Legislative-Framework/National-Code/Pages/default.aspx

I also confirm that I have read and understood information provided to me about:

- the program of study I will undertake, including a general description of the content, the qualification that I will gain upon successful completion (if applicable), the duration of the program, the teaching and assessment methods used, any compulsory work placements (if applicable) and the details and location of any other provider involved in delivering the program;
- the admission requirements of the program, including English language proficiency, inherent requirements, educational qualifications or work experience required and whether course credit may be required;
- the local environment in which I will be studying, including locations of campuses, accommodation options and approximate costs of living;
- the facilities, classroom equipment and learning resources available to me while undertaking the program;
- the grounds on which my enrolment may be deferred, suspended or cancelled;
- the Education Services for Overseas Students framework (see https://www.westernsydney.edu.au/about_uws/leadership/governance/education_services_for_overseas_students_esos);
- details of all fees I am required to pay as an enrolled student at Western Sydney University including due dates for payment.

I also confirm that I understand or agree as follows:

- if I am accompanied by any school-age dependents, I am required to send them to school and to pay their full fees for enrolment in a government or nongovernment school, as well as other expenses related to their education;
- it is a requirement of my Australian student visa that I have in place, for the duration of the program, Overseas Student Health Cover (see overleaf for more information);
- I will comply with the conditions of my student visa to maintain satisfactory progress to complete my course within the original duration of my student visa.
- I must provide Western Sydney University, within 7 days of my arrival in Australia, details of my Australian residential address, contact telephone number and contact details in case of an emergency and advise of any changes to any of those within 7 days;
- I should arrive in Sydney in time to attend the International Student Orientation Program that is offered before classes begin (see https://www.westernsydney.edu.au/international/home/pre-departure/orientation_program).
- if I decide to transfer to another provider during the first 6 months of my program of study, I must first obtain a release letter from Western Sydney University, which will be assessed under the Western Sydney University *International Student Transfer Procedures* which are compliant with the ESOS National Code of Practice.
- I am responsible for keeping a copy of this written agreement as supplied by the University and receipts of any payment of tuition fees or non-tuition fees.

WESTERN SYDNEY
UNIVERSITY

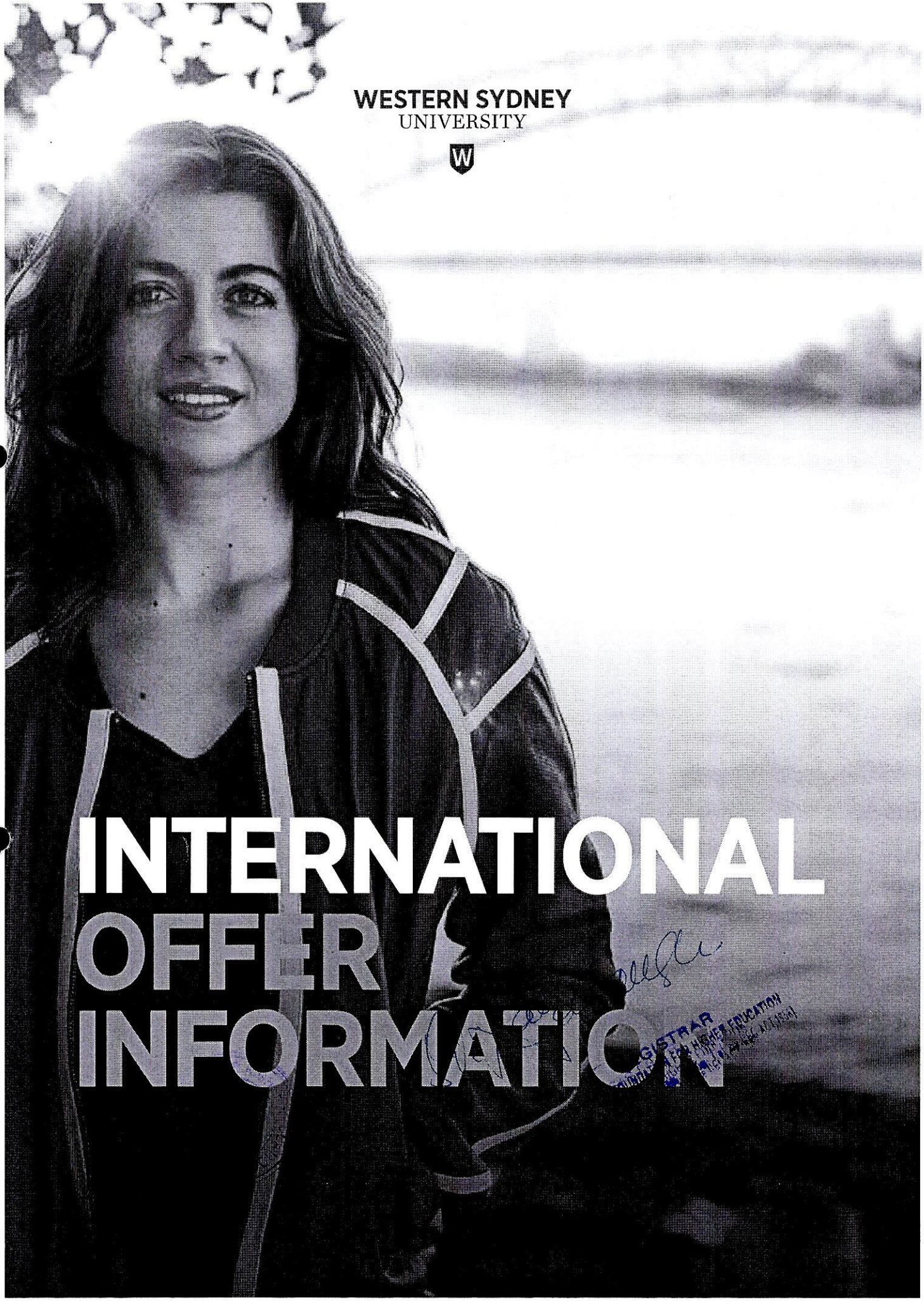

INTERNATIONAL OFFER INFORMATION

REGISTRAR
FOR HIGHER EDUCATION

CONTENTS

Welcome 3
Your Campus and Local Area 4
Services and Facilities 6
Accommodation 7
Studying at Western Sydney University: Things you should know 8
Enrol 9
Orientation 10

2018 ACADEMIC YEAR

Spring session (July 2018)
Course start date: 30 Jul 2018
Orientation date: 20 Jul 2018

Autumn session (2019)
Course start date: 4 March 2019
Orientation date: 22 February 2019

Quarterly Sessions (January/March and June/September)

Quarter 2	3 April – 9 June
Quarter 3	26 June – 1 September
Quarter 4	18 September – 24 December
Quarter 1 (2019)	9 January – 26 March

westernsydney.edu.au/international/important_dates

Orientation Program

The International Orientation program runs over one day and is specifically designed for international students. It is usually held place 10 days before classes commence and attendance of international students are invited and should attend (check your offer letter for dates). Please make sure you arrive in Australia at least one or two days before the commencement of the Orientation program.

More information on page 10

THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed-to-University) HYDERABAD REGISTRAR

WELCOME

Congratulations and thank you for choosing to study at Western Sydney University.

You are now one step closer to experiencing world class education from some of the leading academics in Australia. You will learn from researchers whose ground-breaking work is recognised nationally and around the world, and from highly qualified lecturers who are passionate about teaching and learning excellence.

At Western Sydney University we are preparing the next generation of global citizens and change-makers. We prepare our students to go places and do great things in their community, their workplace and the world. A Western Sydney University education will give you the knowledge, practical skills and the real-life experience you'll need for your future career, through work experience placements, internships and volunteering opportunities.

I encourage you to read this International Offer information carefully to see the excellent University services and facilities available to maximise your potential.

I look forward to welcoming you to Western Sydney University soon.

Monica Turvey
Associate Director, Admissions
Western Sydney International

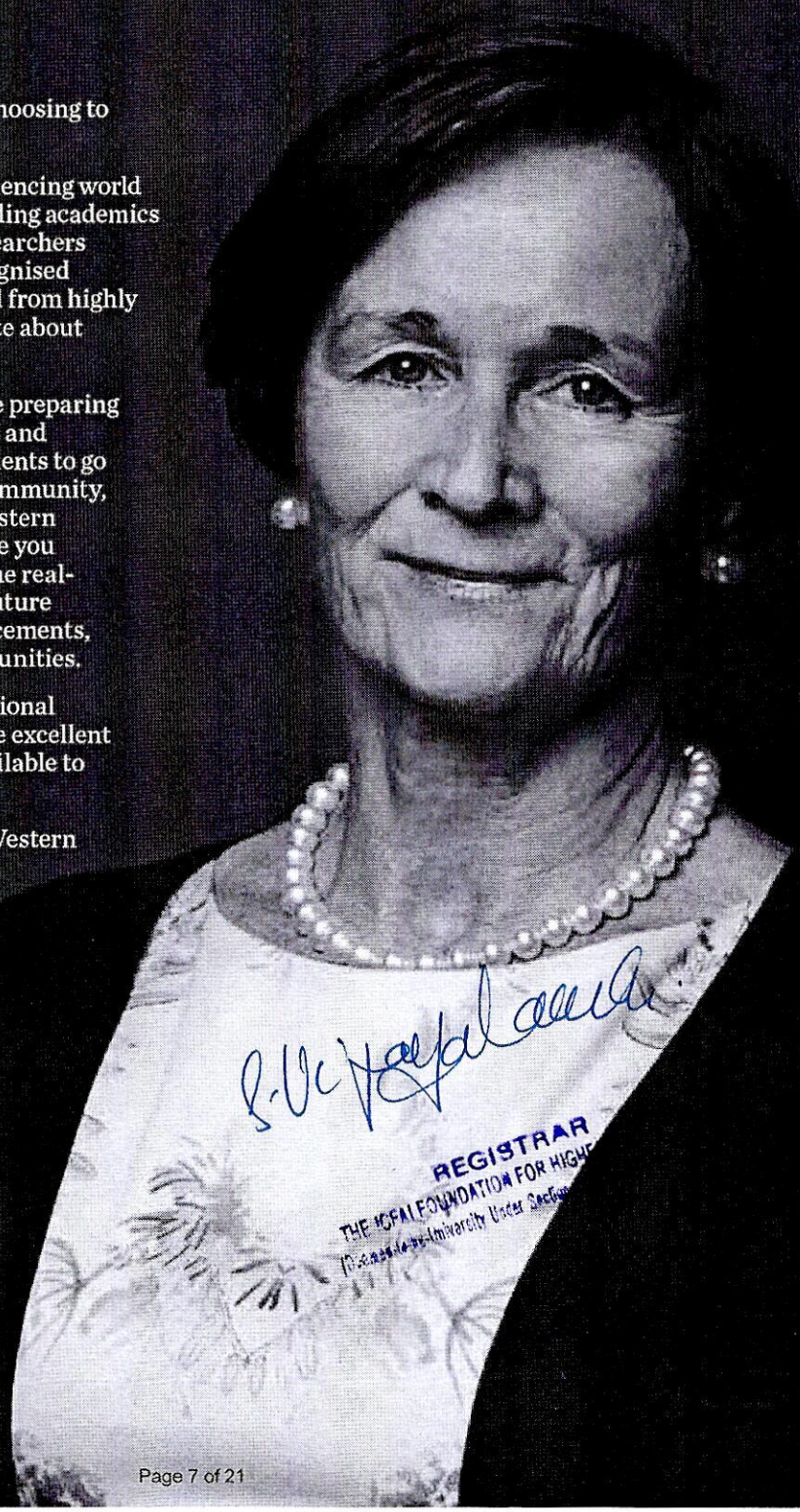

OUR CAMPUSES

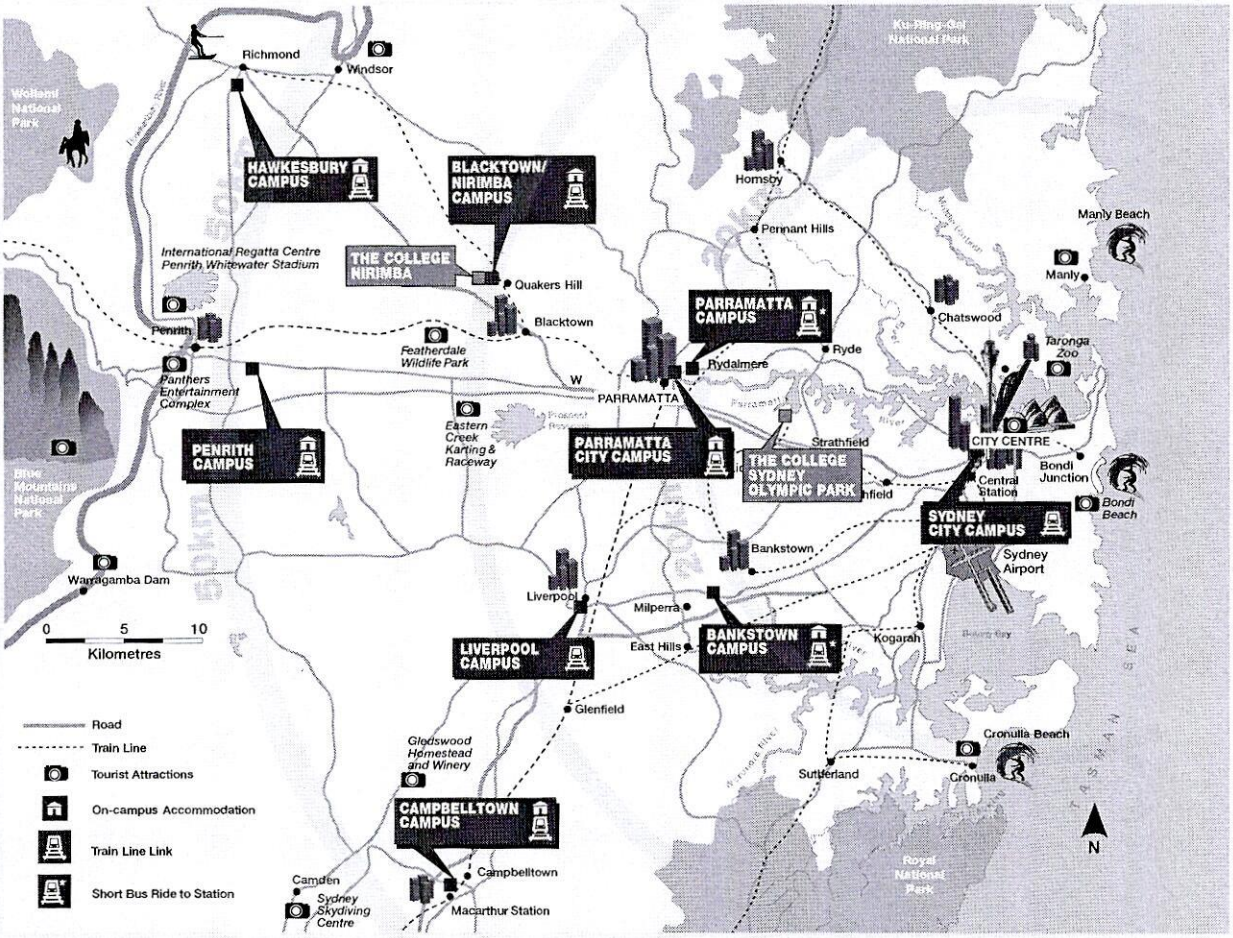

BANKSTOWN

Located in Milperra, the Bankstown campus provides a warm, friendly, multicultural environment with modern, spacious buildings and landscaped gardens.

Top facilities:
→ Early Childhood Centre
→ The MARCS Institute for Brain, Behaviour and Development
→ Centre for Educational Research (CER)
→ Psychology laboratories

CAMPBELLTOWN

The Campbelltown campus, located in the historic Macarthur region of south-west Sydney, offers a unique balance between city and rural lifestyles.

Top facilities:
→ Purpose-built School of Medicine
→ National Institute for Complementary Medicine (NICM)
→ The UniClinic, a state-of-the-art clinical training facility for health science students
→ Anatomy laboratories
→ Nursing clinical practice unit

HAWKESBURY

Situated in Richmond in the Hawkesbury River Valley, north-west of Sydney, this stunning location at the foot of the Blue Mountains is an ideal place to study.

Top facilities:
→ Food Processing Pilot Plant
→ Dedicated Crime Scene House
→ Nursing clinical practice unit
→ Hawkesbury Institute for the Environment
→ Animal Science facilities – including the reptile house and small marsupial house

LIVERPOOL

Located in Macquarie Street in the heart of the Liverpool CBD this purpose-built facility will service the needs of more than 1,000 students.

Top facilities:
→ 3,000sqm campus
→ High-quality, modern, technology rich and highly-flexible space
→ Whole floor library facility
→ Home to Launch Pad smart business centre, which brings together government, corporate and University expertise and provides mentorship to start-ups and early stage businesses

NIRIMBA

Nirimba Educational Precinct at Quakers Hill in Western Sydney is home to The College, providing pathway programs and courses to Western Sydney University.

Top facilities:
→ Custom-built learning centre
→ Tiered and flat-floored lecture theatres
→ Well-resourced library
→ Outstanding recreation facilities

PARRAMATTA

This campus offers a combination of heritage and contemporary buildings. The campus spans two sites in Rydalmere.

Top facilities:
→ Institute for Culture and Society
→ Nursing clinical practice unit
→ Moot court
→ Computing laboratories
→ New Science and Psychology building
→ New purpose-built production studio, design and creative arts facility
→ New Engineering precinct
→ Advanced Materials Fabrication and Characterisation Facilities
→ New Industrial Design Centre opening in 2018

PARRAMATTA CITY

State-of-the-art campus located in the heart of the Parramatta CBD at 169 Macquarie Street.

Top facilities:
→ Sydney Graduate School of Management
→ Four interactive, technology enabled learning studios per level
→ More than 120 student PCs available
→ Collaborative and quiet study spaces
→ Library hub
→ Group study rooms with screen sharing and video conferencing
→ Free shuttle bus to Parramatta South

Note: The Parramatta City campus at 100 George Street is home to international students of The College.

PENRITH

Located over three sites in Kingswood and Werrington, the Penrith campus is renowned for its state-of-the-art facilities and scenic grounds.

Top facilities:
→ Centre for Infrastructure Engineering
→ Mechatronics and Robotics facility
→ World-class music facilities
→ Home of the Solar Car and Formula SAE Racing Car projects
→ Advanced Manufacturing and 3D Print Hub

SYDNEY CITY

Located in the heart of the Sydney CBD, this new campus is close to transport, shops, cafes, bars, gyms and more.

Top facilities:
→ Brand new, purpose-built high-tech campus
→ Small classes and a more personalised learning experience
→ Flexible session dates
→ Fast-track your degree
→ Access to services and facilities at any Western Sydney University campus

westernsydney.edu.au/city

SYDNEY OLYMPIC PARK

The Sydney Olympic Park campus is situated at Level 4, 8 Australia Avenue, Sydney Olympic Park. Home to The College's English Language Programs, the Sydney Olympic Park campus is located just 20 minutes from the Sydney CBD and conveniently located next to Sydney Olympic Park train station.

Top facilities:
→ English Language Program
→ IELTS Test Centre
→ Collaborative learning spaces.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

SERVICES AND FACILITIES

HELPING YOU MAXIMISE YOUR CHANCE OF ACADEMIC SUCCESS

Western Sydney University offers support services to all students as well as extra services to international students to assist you achieve your personal, academic and ultimate career goals. You will have access to top class facilities to help you succeed in your studies.

The University provides a range of services and valuable information for all students. These include advice on careers, employment, learning skills, counselling, religious support and support for students with disabilities.
westernsydney.edu.au/internationalstudentsupport

westernsydney.edu.au/campuslife

SERVICES FOR INTERNATIONAL STUDENTS

Student Central
This is your first point of contact for information, forms, advice and referrals to other services. You will have direct access to a dedicated Student Enquiry and Information Services International Liaison Officer located at Student Central. The Student Enquiry and Information Services International Liaison Officer helps international students with enquiries in regards to student visas, overseas student health cover, enrolment, admission and the provision and lodgement of forms.
westernsydney.edu.au/studentcentral

Student Welfare Service
The Student Welfare Service provides welfare and support to all international students. The Student Welfare Service operates on all campuses and has professionally trained staff to help students work through the unexpected problems that can arise. The Student Welfare Service provides advice on financial assistance, accommodation and health related issues and can also assist with student advocacy needs. In addition, international students can get advice regarding study and enrolment changes and how this may affect their visa. The Student Welfare Service also acts as a referral service to external agencies.
westernsydney.edu.au/welfare

THE INTERNATIONAL ACADEMIC PREPARATION PROGRAM

To support you in adjusting to a university learning environment, new international students are invited and encouraged to attend a free two-day International Student Preparation Program which is especially designed for international students.

It will assist you in your transition to the Australian university setting giving you valuable information and hands-on practical experience of:

→ Australian academic culture
→ tutorial participation and working in groups
→ time and stress management
→ forms of assessment
→ assignment preparation
→ academic writing
→ rules of plagiarism.

Register for this free course at Orientation.

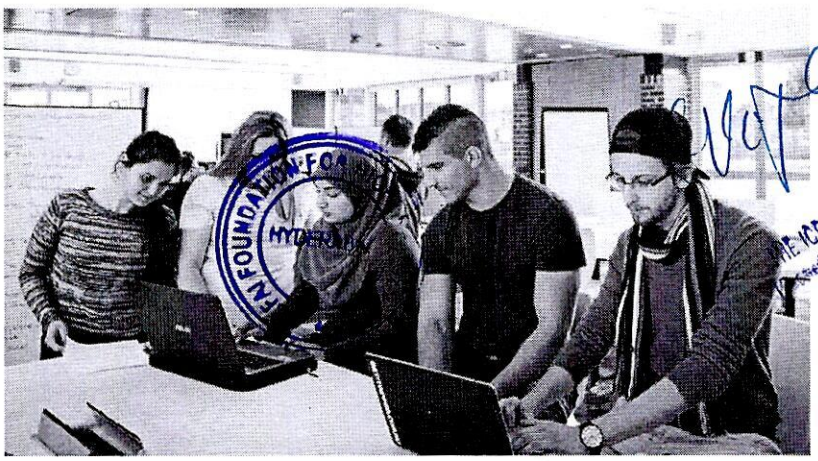

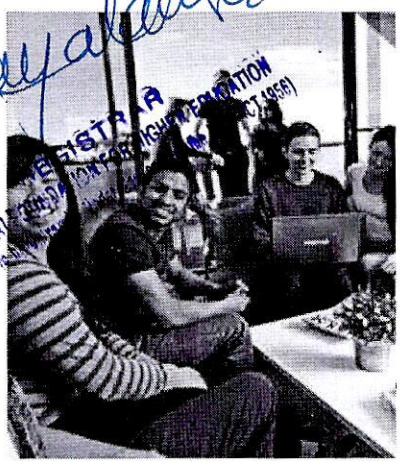

ACCOMMODATION

FINDING THE RIGHT HOME FOR YOU!

Western Sydney University offers a wide range of quality, fully furnished accommodation on each campus. Whether you're looking to live in style or work to a budget, chances are we have something for you.Each Village site provides a self-catered independent living experience with support available 24 hours a day. Our Live, Learn, Grow residential life program ensures that there are plenty of opportunities to meet new people, support your studies and learn new skills. We're the ideal place to relax with friends after a hard day of studying! Find out more about living on-campus at **westernsydney.edu.au/village**

Bankstown
At Bankstown we've got something for everyone, from quiet villas to brand new, modern apartments. While you're here, check out our HUGE common area that we're sure is the envy of all the other campuses! Apply online at:
mystudentvillage.com/au/westernsydneyuv/bankstown/

Campbelltown
At Campbelltown, you'll enjoy a unique balance between city and rural. Located on a quiet campus with plenty of greenery, you'll be walking distance from public transport and a large shopping centre. It's the best of both worlds! The Campbelltown campus offers a choice of studios, apartments and townhouses just minutes from classes. Apply online at:
mystudentvillage.com/au/westernsydneyuv/campbelltown/

Hawkesbury
Situated amongst heritage buildings, extensive sporting facilities, farmlands, orchards and vineyards, the Hawkesbury campus really is a beautiful place to live. We've got a choice of villa and townhouse-style accommodation as well as a swimming pool to help you cool off in summer! Located only 25 minutes from the Penrith campus, the Hawkesbury village provides a great alternative for Penrith students who want to live in a charming semi-rural landscape. We've made it even easier with the introduction of a free shuttle bus between the Penrith and Hawkesbury campuses.Apply online at:
mystudentvillage.com/au/westernsydneyuv/hawkesbury/

Nirimba (Blacktown)
The Nirimba village has a small, close-knit community of residents from all over the world. With only 60 residents, we offer friendly villa and lodge-style options with plenty of opportunities to get to know your neighbours! Apply online at:
mystudentvillage.com/au/westernsydneyuv/nirimba/

Parramatta
The Parramatta campus offers a choice of stylish one to eight bedroom apartments. Throw in a swimming pool, outdoor workout station, BBQ area, student lounge and TV room and you've got on-campus living sorted! Apply online at:
mystudentvillage.com/au/westernsydneyuv/parramatta/

Penrith
From townhouses to modern studios and apartments, we've got something to suit all budgets. We're a short walk from the main academic area of the campus, which means you can wake up and be in class in minutes! Apply online at:
mystudentvillage.com/au/westernsydneyuv/penrith/

All Western Sydney accommodation is managed by student accommodation specialists, Campus Living Villages (CLV).

AIRPORT PICKUP

The University offers a free airport pick-up service for international students commencing study at Western Sydney University for the first time in an undergraduate, postgraduate, research or exchange and study abroad program. The service provides you with transportation from Kingsford Smith International Airport (Sydney) to the University campus at which you will be studying.

Students studying a pathway program (English, Diploma or Foundation Studies) at The College, Western Sydney University will be required to make a payment of up to $160 (fee will depend on the campus drop-off location) to use this service.

Please complete the online application form for airport pick-up at
westernsydney.edu.au/airportpickup

TIP: Book your University accommodation early to avoid disappointment.

UNDER 18 – ACCOMMODATION

All students under 18 years of age are required to live:

a) with their parent or legal guardian;
b) with a suitable relative whom the parent or legal guardian nominates; or
c) under an accommodation and welfare arrangement approved by the University.

Where a student chooses option 3c above, i.e. a University approved accommodation and welfare arrangement, the University will be responsible for issuing a Confirmation of Appropriate Accommodation and Welfare (CAAW).

Accommodation Arrangements approved by the University
To enable the University to issue a Confirmation of Appropriate Accommodation and Welfare (CAAW), the student must reside with a homestay family arranged by one of Western Sydney University's approved Homestay Providers:

→ Global Experience
→ Homestay Network

The parent/guardian must provide evidence to the University that they have entered into an accommodation agreement with the homestay provider which sets out the specific accommodation arrangements to be provided to the student for the duration of the agreement. The accommodation agreement must begin no later than the commencement date shown on the student's Confirmation of Enrolment, and remain in place for the duration of the student's enrolment plus seven days, or until the student turns 18 years of age, whichever occurs sooner.

THE ICFAI FOUNDATION FOR HIGHER EDUCATION
REGISTRAR
Deemed to be University Under Section 3 of the UGC Act 1956

STUDYING AT WESTERN SYDNEY UNIVERSITY: THINGS YOU SHOULD KNOW

PREPARATORY ENGLISH LANGUAGE

If you enrol in an English Language program you must ensure that you complete your English Language program before commencing your studies at Western Sydney University. All results must be submitted to Western Sydney University International before you commence your studies.

ADVANCED STANDING (ACADEMIC CREDIT)

Advanced Standing is recognition of prior learning in terms of experience and/or prior studies.

Please apply as early as possible to enable sufficient time for assessment of your previous studies.

Make sure you include any academic transcripts and awards not already provided with your original application for admission. All documents must be originals or certified copies and translated English versions must be included. If Western Sydney University does not have an agreement or articulation in place with the institution where you studied, you should provide either a copy of the related subject outline or a web link to assist with assessment of your application. You can upload your documents directly to the online application portal.

If your application for Advanced Standing is successful, you will receive a revised offer letter.

FAMILIES

Students wishing to bring children and/or their spouse (dependants) will need to consider

→ visas

→ health cover

→ schooling

border.gov.au/Trav/Stud

School-age dependants
All school-age dependants must attend school in NSW. Please note that school fees will apply to all school-age children.

schools.nsw.edu.au/gotoschool/intnl_students/index.php

OVERSEAS STUDENT HEALTH COVER (OSHC)

Overseas Student Health Cover is compulsory for student visa holders. You will need to purchase OSHC for the proposed duration of your student visa and include this payment with your tuition fees when accepting an offer of study at Western Sydney University. The following cover types are available:

→ Singles: covers only the valid student visa holder

→ Dual family: covers one valid student visa holder plus either one adult spouse or recognised de-facto partner or one or more dependant children

→ Multi- family: covers one student visa holder plus more than one dependant which can only include one adult spouse or recognised de-facto partner and one or more dependant children.

oshcallianzassistance.com.au

health.gov.au/internet/main/Publishing.nsf/Content/Overseas+Student+Health+Cover+FAQ-1#insurersofferoshc

TIP: If you need academic preparation or more English, The College can help you! **westernsydney.edu.au/thecollege**

APPLY FOR YOUR STUDENT VISA

You must obtain a student visa before you come to study in Australia. The University will issue a Confirmation of Enrolment (COE) which you must use to apply for your visa.

Please make sure you allow plenty of time for your visa application to be processed by Australian immigration authorities so you arrive on time for Orientation at the University.

READ AND MAKE SURE YOU UNDERSTAND THE FOLLOWING

Orientation program start date
The University offers a compulsory Orientation program (see page 13) that starts approximately 10 days prior to the start of classes.

First day of classes and late start
Western Sydney University classes begin on the date specified on your offer letter. If you are unable to start on the date specified in your offer letter you must apply in advance to receive written permission from Western Sydney University International to begin your program late. You must email the admissions officer listed indicated on your offer letter and explain your reason for the request. If you have not received written approval for a late start from the University you should not leave your home country. Please allow 48 hours from request for a response from the University.

NOTE: Requests for approval for a late start will NOT be considered if lodged after TUESDAY before the first day of classes.

NOTE: Applicants for the Bachelor of Nursing (Graduate Entry) are not able to start at a later date. Bachelor of Nursing (Graduate Entry) students start on 4 January 2016.

Payment of tuition fees obligation
The fees listed in your offer letter are variable and are subject to change without notice on an annual basis.

ENROL

ENROLMENT STEPS

Activate your WESTERNACCOUNT

1. Plan your course
2. Login to MySR
3. Complete the online forms
4. Select and confirm your units
5. Print your receipt and log out
6. Register into your tutorials

ACTIVATE YOUR WESTERN CENTRAL ACCOUNT

Your WesternAccount gives you a username and password for your access to all our online services, including the Western Central student portal, MySR (your online student record), the Library and your student email account. We send important information about your enrolment to your student email account, not by post, so it's important that you check it often.

PLAN YOUR COURSE

All students – check your course structure and unit selection options
The first thing you need to do is check the online handbook for information about the structure of your course and available units. This is available at:
westernsydney.edu.au/handbook

My Course Planning session (MCP)
MCP offers you the opportunity to find out more about your course and receive assistance in selecting units of study. Academic staff have scheduled specific times to advise new students on their course. Please check the MCP schedule online.

More information
If you need more information or academic advice, contact your Director of Academic Program or check if an MCP session is being held for your course and if you are required to attend. This information is available at:
westernsydney.edu.au/starting

Advanced Standing
Advanced Standing is recognition of prior learning in terms of experience and/or studies If you have completed studies at another university or at TAFE, you may be eligible for credit for that study (Advanced Standing). You can apply online through eForms at **westernsydney.edu.au/central**, go to the 'Links' page and select eForms from the list. If you intend applying for Advanced Standing, go to **westernsydney.edu.au/international/home/admissions/academic_credit_advanced_standing** for information about what you must provide to have your application considered and processed as quickly as possible.

LOGIN TO MYSTUDENTRECORDS (MYSR)

To access MySR go to Western Central **westernsydney.edu.au/central** and use your Student ID number and password to login. Go to the 'Links' page and select 'MyStudentRecords' from the list. Click on the 'Enrolment' link listed in the menu on the left hand side of the page. This page will display the steps you need to follow to complete your enrolment. If you are accessing MySR from home, you need to be aware that:

→ MySR uses pop-up windows. Windows XP Service Pack 2, virus protection programs and web browsers may block these pop-ups.

→ You need to have Javascript installed on your computer to use MySR.

Help using MySR is available online at **westernsydney.edu.au/mysrhelp**

The Starting at Western Sydney University website has everything you will need to know to succeed at uni. It's got information about enrolment, orientation, finding your way around campus and much more. **westernsydney.edu.au/starting**

COMPLETE THE ONLINE FORMS

You must complete all required forms and steps in order: Personal details, Address Verification, Course details, Special Requirements, Specialisations and Declaration Government Statistics. Some pages have help available – look for the red button.

SELECT AND CONFIRM YOUR UNITS

Unit selection is managed using a shopping cart. You need to 'fill' the cart with all the units you intend to study for the full year. Some students may find core units already listed, and will only need to confirm their enrolment in these. Other students will have to add all their units by entering the code in the 'Unit Code' field. Make sure you remember to click 'Proceed to checkout' and then 'confirm' or your enrolment won't be completed.

PRINT YOUR RECEIPT AND LOG OUT

Once your enrolment has been completed, a receipt of your enrolment will be displayed. Please save and/or print a copy for your records.

REGISTER FOR YOUR TUTORIALS

The final step is to register for your tutorials. Tutorial registration (Allocate+) is an easy process. **westernsydney.edu.au/tutorialregistration**

TIP: Try and complete as much of your enrolment before attending Orientation. If you can't complete enrolment, check out the Academic Advising Schedule that will be held at Orientation.

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Western Sydney University
HYDERABAD

ORIENTATION

Starting studies at a university is exciting. Studying in another country is exceptional: a new environment, new faces, and a new way of learning. At Western Sydney University, we strive to play a key, supportive role in your academic growth. Our Orientation program will help you in your transition to university – and to a new chapter in your life.

westernsydney.edu.au/international/orientation

Orientation is the time to ask all questions, to meet other students, have fun and dive into the Australian culture!

Orientation introduces you to the University and key staff members, and provides you with crucial information and advice that will assist you in adjusting to the living and learning environment of the University. You will receive academic advice about your course and support in how to enrol in the correct units of study.

The Orientation program runs over two days and is specifically designed for International students and usually takes place 10 days before classes commence. All international students are invited and encouraged to attend!

Please ensure you check your offer letter for details about your Orientation program and make sure you arrive in Australia at least one to two days before the commencement of the Orientation program.

westernsydney.edu.au/international/important_dates

TIP: Remember to enrol before arriving at Orientation.

ORIENTATION CHECKLIST

YOU WILL NEED TO BRING THIS DOCUMENT ON THE FIRST DAY OF ORIENTATION:

- ☐ ALL relevant original certificates and transcripts from previous courses (if applicable) AND one set of photocopies of these documents (required for Provisional and Conditional Offers)
- ☐ Tuition Fee payment (ONLY if making payment on the day) – only credit card or cheque accepted

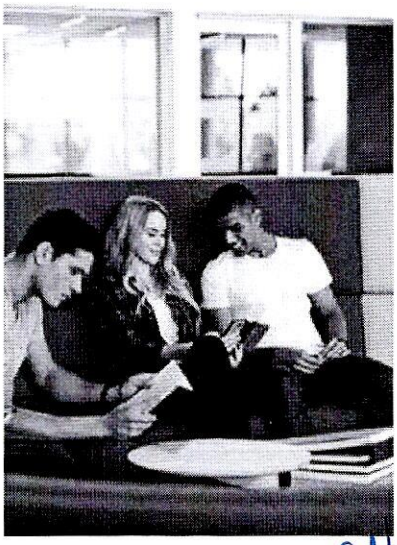

HELPFUL LINKS

Western Sydney International
westernsydney.edu.au/international

Pathways Programs
westernsydney.edu.au/thecollege

Western Sydney Campus Information
westernsydney.edu.au/international/home/about/campus_information

Accommodation@Western Sydney
westernsydney.edu.au/international/home/pre-departure/accommodation

Airport Pick Up
westernsydney.edu.au/airportpickup

Student Support
westernsydney.edu.au/currentstudents/current_students/services_and_facilities

Student Central
westernsydney.edu.au/studentcentral

Transportation Information
131500.com.au

Careers and Cooperative Education
westernsydney.edu.au/careers/home/students_grads

Have fun with Campus Life trips and tours
westernsydney.edu.au/campuslife

The Village (Parramatta)
westernsydney.edu.au/village

ICFAI FOUNDATION HYDERABAD ★ EDUCATION
REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

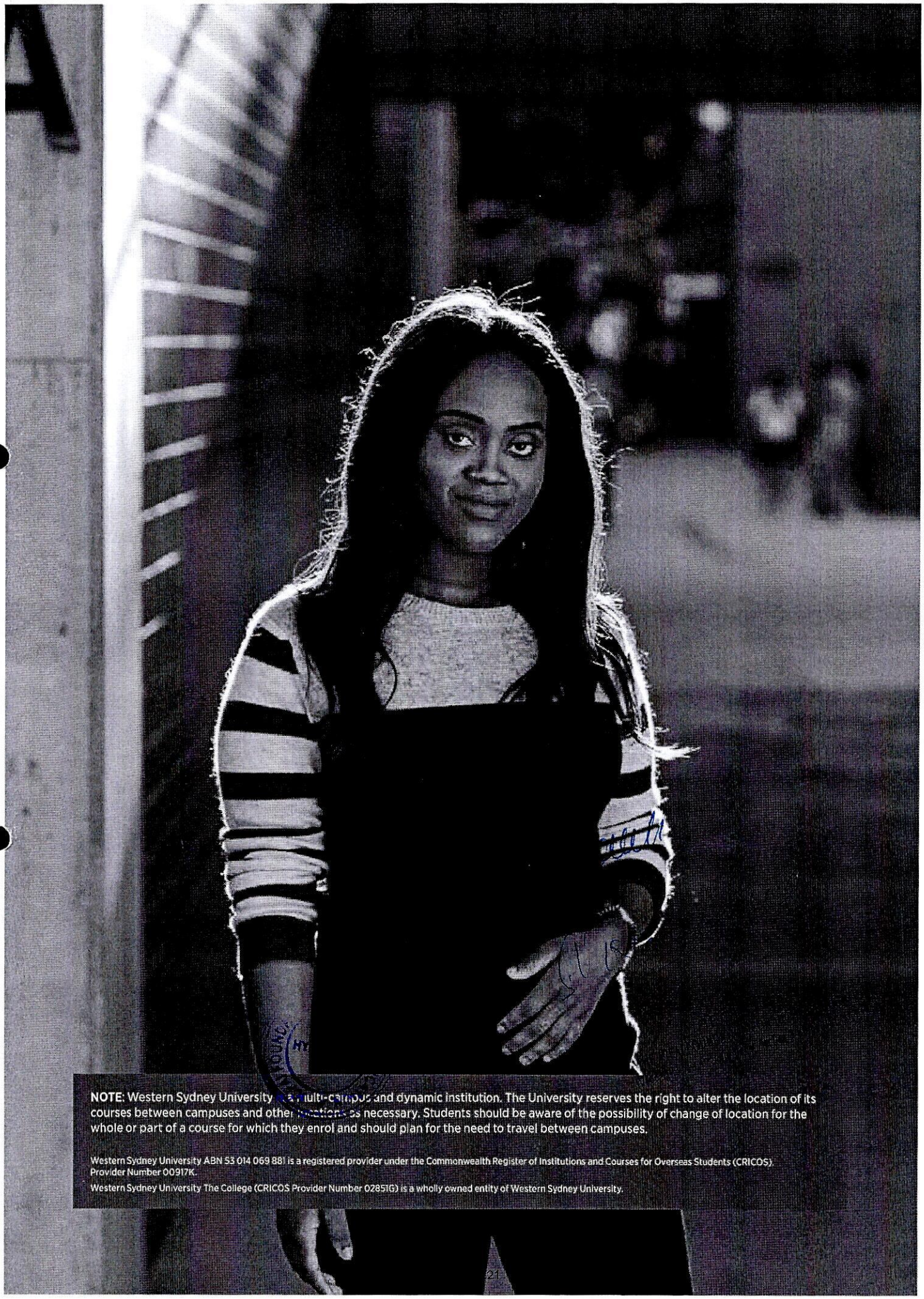

NOTE: Western Sydney University is a multi-campus and dynamic institution. The University reserves the right to alter the location of its courses between campuses and other locations as necessary. Students should be aware of the possibility of change of location for the whole or part of a course for which they enrol and should plan for the need to travel between campuses.

Western Sydney University ABN 53 014 069 881 is a registered provider under the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Provider Number 00917K.

Western Sydney University The College (CRICOS Provider Number 02851G) is a wholly owned entity of Western Sydney University.

Contact Information
Western Sydney International
Locked Bag 1797
Penrith NSW 2751 Australia

+61 2 9685 5499
internationalstudy@westernsydney.edu.au
westernsydney.edu.au/international

Student Central
Locked Bag 1797
Penrith NSW 2751 Australia

1300 668 370
studentcentral@westernsydney.edu.au
westernsydney.edu.au/studentcentral

WESTERNSYDNEY.EDU.AU

WESTERN SYDNEY
UNIVERSITY

INTERNATIONAL STUDENT FEES AND REFUND AGREEMENT

(Effective 1 January 2017)

PART 1 – SCOPE, PURPOSE AND DEFINITIONS

SCOPE AND PURPOSE

1. The terms and conditions of this Agreement apply to all international students who:
   1.1. accept an offer of enrolment to a course of study at Western Sydney University (the University); or
   1.2. are enrolled in a course of study at the University.
2. This Agreement applies to courses registered with CRICOS by the University (CRICOS provider number 00917K) and which are delivered by the University or its partner institutions.
3. This Agreement, and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws (ESOS National Code, Standard 3.2.d) as well as your right to pursue other legal remedies.
4. This Agreement should be read in conjunction with:
   4.1. ESOS Legislative Framework (**click here** to view or download);
   4.2. The University's obligations under the Simplified Student Visa Processing framework;
   4.3. The following University policies (**click here** to view or download):
   - Admissions Policy;
   - Enrolment Policy;
   - Student Fees Policy; and
   - Progression and Unsatisfactory Academic Progress Policy.
5. This Agreement is provided in accordance with the ESOS Act and the ESOS National Code.

DEFINITIONS

6. For the purpose of this Agreement, the following definitions apply:

Agreed starting period	The first day of a course shown on the CoE. The first day of any subsequent teaching session. If a student is unable to start on the agreed starting day due to circumstances beyond their control and notify the University in writing, a new agreed starting day may be negotiated. The University will inform the student in writing of a new agreed starting day in such circumstances. NB: This definition is the equivalent to the "agreed starting day" for the purpose of the ESOS Act.
Census date	The official deadline for finalising enrolment for the teaching session. The census dates for all teaching sessions are available here.
Commencing student	A student intending to enrol in a course at the University in their first teaching session. NB: A commencing student may also be either an "intending overseas student" or an "overseas student" for the purpose of the ESOS Act.
Confirmation of Enrolment (CoE)	The CoE provides evidence of a student's enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before DIBP will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled.
Continuing student	A student enrolled in a course at the University who has completed at least one teaching session of study and who is eligible to continue into a subsequent teaching session and who meets the enrolment requirements of clause 16 of the Enrolment Policy. NB: This definition is the equivalent to the "overseas student" for the purpose of the ESOS Act.
Course commencement date	The agreed start day of a course or session. The day when the course of study starts as identified as the "proposed start date" on your CoE. The dates for all teaching sessions are available **here**.
CRICOS	The Commonwealth Register of Institutions and Courses for Overseas Students.
Deferment	An Agreement between the student and the University permitting the student to commence a course of study after the date shown on the original CoE.
Due date	The date that international fees are due to be paid. For each study session this is the advertised commencement date of the session. For a course, the due date is the proposed starting date shown on the CoE.
ESOS Act	*Education Service for Overseas Students Act* 2000 (Cth).
Exceptional circumstances	Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.
Full-time study load	Unless otherwise specified, 0.5 Equivalent Full-Time Student Load (EFTSL) or 40 Credit Points of study in a half calendar year or 20 credit points in a Quarter.
International Student	An international student means a student who is not: → An Australian citizen; → A New Zealand citizen; → The holder of an Australian Permanent Resident Visa; or → The holder of a permanent humanitarian visa.
Letter of Offer	A letter or email issued by the University which sets out the offer being made to a student, including but is not limited to an Offer of Admission, a Package Offer of Admission, or a Conditional Offer of Admission.
Non-packaged student	A student undertaking a stand-alone University course of study that is not part of a pathways package with Western Sydney College or any another provider.
OSHC	Overseas Student Health Cover.
Packaged student	A student who has accepted a Package Offer of Admission to undertake up to three preliminary courses packaged with a principal University course of study.
Preliminary course(s)	Courses undertaken by packaged students which are prerequisites to the principal course at the University. A separate CoE is provided for each preliminary course.
Principal course	The main course of study at the University for a packaged student, for which the CoE and student visa is issued.
Re-enrolment	A process undertaken by continuing students prior to each teaching session which involves selecting units of study and paying tuition fees.
Simplified Student Visa Processing (SSVF)	A visa processing system introduced on 1 July 2016. Evidentiary requirements for visa grants are assessed on the basis risk rating applied to both prospective students and education providers.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
Deemed to be University Under Section 3 of the UGC ACT, 1956
ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

INTERNATIONAL STUDENT FEES AND REFUND AGREEMENT

(Effective 1 January 2017)

Student default	A student default occurs in relation to a course in the circumstances set out in section 47A(1) of the ESOS Act, including where: → The student fails to start the course during the agreed starting period; → The student withdraws from the course either before or after the agreed starting period; → The University refuses to provide the course to the student because: - The student failed to pay tuition fees as directed by the University; - The student breached a visa condition; or - The student is suspended, excluded or expelled from the University following a finding of misconduct. It is noted that "agreed starting period" in this Agreement is the equivalent to "agreed starting day" under the ESOS Act.
Teaching session	A specified period of teaching for units in a course set by the University. Teaching sessions will vary between courses of study. The dates for all teaching sessions are available **here**.
Tuition fees	Fees received by the University: → Either directly or indirectly from a commencing student or continuing student; → From another person who pays the money on behalf of a commencing student or continuing student that are directly related to the provision of a course that the University is providing, or offering to provide, to the student, including any amount received for OSHC and any other amount paid to the University in order to undertake the course. NB: This definition is the equivalent to section 7 of the ESOS Act.
Tuition Protection Service	An initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study, in effect from 1 July 2012.
University default	A University default occurs in relation to a course in the circumstances set out in section 46A(1) of the ESOS Act, including where: → The University fails to provide the course to the student at the location at the commencement date; or → After the course starts but before it is completed, the course ceases to be provided to the student at the location and the student has not withdrawn from the course before the date of the University default. It is noted that "agreed starting period" in this Agreement is the equivalent to the "agreed starting day" under the ESOS Act.
Unused tuition fees	Tuition fees paid by a student to the University and that are repayable to the student in any of the circumstances set out in this Agreement.

PART 2 – ENROLMENT AND FEES

ENROLMENT CONDITIONS

7. As a condition of your enrolment at the University, you agree to:
   7.1. Pay all your tuition fees in accordance with this Agreement or as directed by the University to maintain your enrolment and CoE.
   7.2. Complete your enrolment by the agreed starting day for each of your sessions. You acknowledge that if you fail to do so, the University is required by law to notify the Department of Immigration and Border Protection (DIBP) by cancelling your CoE. This may lead to the cancellation of your student visa.
   7.3. Commence your course of study on the commencement date set out in your Letter of Offer and CoE. You acknowledge that if you fail to do so and have not been approved for a deferment of your course of study:
   - your offer of admission will lapse;
   - your CoE will be cancelled;
   - you may be required to lodge a new application for admission to the University; and
   - you may incur additional fees.
   7.4. Apply to International Admissions in writing no later than the census date if you wish to defer your studies and provide evidence of compelling or compassionate grounds for the deferral (**National Code 13.2**). In these circumstances, you agree to follow the procedure prescribed in the University's Enrolment Policy and Admissions Policy.
   7.5. Ensure that your study load in every teaching session will enable you to complete your course of study within your current visa period. The University may be unable to issue your CoE if you reduce your study load without approval.
   7.6. Pay the tuition fees for any additional units studied (including units repeated) at the rate that applies when you enrol in these units.
8. If you are a continuing student but do not enrol in your compulsory study session by the agreed starting day you will be regarded as having abandoned your course. You acknowledge that in these circumstances the University is required to start a process that may lead to the cancellation of your CoE. The cancellation of your CoE may lead to the cancellation of your student visa by DIBP.
9. You accept and agree that the University reserves the right to discontinue or vary units, courses, announcements, or staffing at any time. You can view updated course and unit information in the **online Handbook**.

FEES

10. You accept and agree that all tuition fees must be received in Australian dollars directly to the University. Important: Notwithstanding the definition of "tuition fees" under the ESOS Act, you must pay all tuition fees directly to the University. Please do not pay your tuition fees to anyone other than the University. If someone other than you is paying your tuition fees, it is your responsibility to ensure they make their payment directly to the University. Otherwise, you risk being a victim of fraud and you may not be able to recover those tuition fees. If anyone asks you to pay your tuition fees to anyone other than the University, please call or email Western Sydney International immediately for assistance.
    It is your responsibility to pay your tuition fees on time in accordance with the due date set by the University.
12. The University may increase your tuition fees at any time, but generally increases apply from 1 January each year. You can view the annual international student tuition fee for each course at **westernsydney.edu.au/international/course_fees**.

REGISTRAR
THE LEGAL FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

INTERNATIONAL STUDENT FEES AND REFUND AGREEMENT

(Effective 1 January 2017)

Commencing Students

13. You accept that, unless otherwise specified in your Letter of Offer, you will not receive your CoE until you have first paid to the University:
    13.1. half the annual course tuition fees;
    13.2. the Overseas Student Health Charge (if applicable) for the duration of your student visa; and
    13.3. any other fees as prescribed by the University for your course, including the non-refundable deposit if you are a packaged student.
14. You accept and agree that, as a commencing student, you are not eligible for a payment plan, or extension of time to pay tuition fees under any circumstances.
15. If you are a packaged student, you agree to pay a non-refundable deposit, as specified in your offer letter, to the University and which shall be applied towards your principal course of study at the University. You acknowledge that your deposit will not be refunded other than in the circumstances set out in this Agreement. The deposit must be paid before the University will issue your CoE.

Important: *The University assesses international applicants against Genuine Temporary Entrant and Genuine Student requirements as defined in Ministerial Direction 53 issued by DIBP. The University is obliged to safeguard against applicants who are not genuine and will not refund your deposit except in those in circumstances set out in this Agreement. You will not be eligible for a refund if you request to transfer to another institution without meeting the requirements of a release in accordance with* ***Standard 7 of the National Code****. You acknowledge and agree that your deposit will be credited towards your tuition fees for your principal course.*

Continuing Students

16. You agree that it is a condition of your continued enrolment at the University that:
    16.1. You pay all tuition fees in full by the due date.
    16.2. You cannot re-enrol after the agreed starting period of the teaching session of study unless you first obtain permission from your unit coordinator in accordance with the **Enrolment Policy**.
17. If you do not pay your tuition fees by the due date the University will cancel your enrolment, unless you apply for and are granted an extension of time to pay in accordance with the procedure set out in the Student Fees Policy.

PART 3 – REFUNDS

OVERVIEW

18. If you are eligible for a refund of any tuition fees paid to the University under this Agreement; you may apply for a refund by completing and submitting the **Request for Fee Refund - International Students Only** form to Fees and Student Finance.
19. Applications for refunds are assessed strictly in accordance with the terms of this Agreement.
20. If approved, refunds are paid in Australian dollars.
21. All withdrawals are subject to the prescribed University withdrawal timelines and fees.

REFUND WHERE THE UNIVERSITY DEFAULTS OR OFFER IS WITHDRAWN

22. In the event that the University default, or that your offer of a place is withdrawn, you are entitled to a refund of all tuition fees already paid but unused, unless:
    22.1. you have withdrawn or discontinued prior to the day of the University default; or
    22.2. you have accepted another offer in a University course of study; or
    22.3. the circumstances specified in clauses 31 and 32 (No Refund) of this Agreement apply.
23. If the University offers you a place in another course of study, you may accept that offer, rather than apply for a refund. Any fees already paid including any deposit will be credited towards tuition fees payable for that other course of study.

REFUND BEFORE STUDENT VISA IS APPROVED

24. If your application for a student visa is rejected by DIBP, the lesser of $500 or 5% of unused tuition fees paid to the University will be retained and all other course fees will be refunded. If you have paid your OSHC directly to the University, the University will process your OSHC refund. Otherwise you will have to claim a refund directly from your OSHC provider.
25. If you withdraw your application for a student visa after you accept an offer from the University but before your student visa is granted, you may apply for a refund of all tuition fees paid except in the circumstances specified in clauses 32 and 33 (No Refund) of this Agreement. The University is entitled to charge an administration fee of $AUD500 for processing your application. You authorise the University to deduct this amount from any tuition fees already paid. You will be required to provide evidence of the withdrawal of your student visa application when you apply for a refund.

REFUND WHERE STUDENT DEFAULT

26. If you do not commence your course of study on the commencement date, and you have not previously withdrawn from your course of study with approval from the University, your CoE will be cancelled and your entitlement to a refund will be calculated in accordance with this Agreement, if you apply for one. For that purpose, the date of your withdrawal will be considered to be on the day of the course commencement date.
27. If you are a packaged student with an approved student visa and you withdraw from your course(s) of study, you are not entitled to a refund of your deposit for the principal course. You may be entitled to a refund of some of your unused tuition fees in your preliminary course(s) if you withdraw before the census date in any teaching session.The amount that the University may refund to you is determined by the notice period you give – see Summary of Refunds table attached.
28. If you are a non-packaged student with an approved student visa and you withdraw from your principal course of study before the due date of your first teaching session, you may be entitled to a refund of any unused tuition fees, except that the University will retain $AUD5,000 as an administration fee.
29. If you are a continuing student and you withdraw before the due date, you may apply for a refund of all unused tuition fees.

REFUND WHERE STUDENT OBTAINS PERMANENT RESIDENCY

30. If you are an international student who, after commencing your studies but before the census date for that teaching session, receives approval from DIBP to change your visa status to permanent resident, you may be entitled to a refund of fees in certain circumstances in accordance with the Student Fees Policy. Any entitlement to a refund will be calculated from the date that you inform the University of your change in status. Please note that the University cannot change your status to permanent resident after the census date under any circumstances.

NO REFUND

31. You are not entitled to a refund of any tuition fees if:
    31.1. DIBP cancels your visa for any reason, including a breach of a condition of your visa;
    31.2. Any documents or information submitted by you or on your behalf as part of your application for admission or your application for a student visa are, or later found to be, fraudulent;
    31.3. You are suspended, excluded or expelled from the University following a finding of misconduct;
    31.4. You withdraw from a course of study after the census date in any teaching session, including preliminary courses for packaged students;
    31.5. Your enrolment is cancelled by the University due to your failure to pay your tuition fees by the due date (including if you are granted an extension of time);
    31.6. You withdraw from a unit of study for which tuition fees have been paid, but without permission to reduce your study load, and then subsequently withdraw from a course of study.
32. As a packaged student, you are not entitled to a refund of any deposit paid for packaged courses except as set out in this Agreement.

REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed to be University Under Section 3 of the UGC Act, 1956) HYDERABAD

INTERNATIONAL STUDENT FEES AND REFUND AGREEMENT

(Effective 1 January 2017)

UNUSED TUITION FEES

33. You may be entitled to a refund of any unused portion of paid tuition fees if:
    33.1. upon completion of the requirements of your course of study, you have a credit balance of tuition fees; or
    33.2. you fail to meet the University's academic progression rules and are subsequently excluded from your course of study.
34. If you withdraw from a unit of study with the University 's approval before the census date, any portion of unused paid tuition fees will be credited towards another unit of study available in the same course. If you subsequently withdraw from your course of study, you will only be entitled to a refund if you first obtain permission to reduce your study load before withdrawing from the unit of study to which the credit applies.
35. If you are a packaged student and you do not successfully complete the entry requirements for the University component of your study package, you can apply for a deferred commencement for the next intake of the course of study. This will enable you to complete the preliminary course to satisfy the University entry requirements. You acknowledge that you cannot use the deposit applied to your principal course to cover tuition fees to satisfy entry requirements. Your non-refundable deposit will be held in credit and applied towards your principal course of study.

REFUND OF OSHC

36. You accept and agree that you must make your own arrangements to apply for a refund of any OSHC directly with the OSHC provider.

REFUNDS IN EXCEPTIONAL CIRCUMSTANCES

37. The University may consider an application for a refund in circumstances other than those set out in this Agreement only if you can demonstrate and provide evidence of compassionate or compelling circumstances beyond your control. For further guidance, see: **National Code Standard 13**.
38. The University reserves the right to require you to comply with its reasonable requests in relation to the provision of sufficient evidence to demonstrate exceptional circumstances. This may include, but is not limited to, attending upon any medical practitioner, counsellor or other health professional.
39. If your application for a refund in exceptional circumstances is refused, you may apply for a review of that decision to the Pro-Vice Chancellor (International) or their nominee.

SUMMARY OF REFUNDS OF TUITION FEES

(Refund Agreement clause reference in brackets)

NOTICE OF RESIGNATION/WITHDRAWAL	AMOUNT RETAINED BY THE UNIVERSITY		
	Non-packaged students	Packaged students non-TAFE NSW	Packaged students TAFE NSW
Before a student visa is granted			
Visa application is refused by DIBP	The lesser of $500 or 5% of unused tuition fees (clause 24)		
Visa application is withdrawn before the visa is granted	$500 (25)		
After a student visa is granted			
Non-refundable deposit for the principal University course	$5000 (28)	$5,000 (27)	$10,000 (27)
Refunds specific to Preliminary courses in a package			
Notice of more than 4 weeks before commencement of the Preliminary course	NA	30% of pre-paid fees for that course (27)	TAFE NSW refund agreement applies
Notice of less than 4 weeks before the commencement of the Preliminary course	NA	60% of pre-paid fees for that course (27)	**detinternational.nsw.edu.au/media-assets/tafe/refund-form.pdf**
After the commencement date but before the census date	NA	75% (27)	
Refunds relating to all courses as indicated			
After commencing the second or subsequent study session of a course but before its census date	$0 (29)		
After the census date of a course	All fees for the study session are retained. (31.4)		
Admission was obtained on the basis of fraudulent or misleading documents or information	All prepaid tuition fees -31.2 – to be inserted into		
Visa is cancelled	All fees are retained (31.1)		
the University withdrawals offer or is unable to provide a course for which an offer was accepted	All unused tuition fees are refunded (22)		
Student is excluded by the University	All fees are retained (31.3)		
Fees in credit after course completion or early exit	All unused tuition fees are refunded (33.1)		
Fees in credit for reduced study load units without the University's approval	All fees are retained (34)		

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

Australian Government
Department of Education and Training

ESOS Act protects international students' rights in Australia

The Education Services for Overseas Students (ESOS) Act protects the rights of international students in Australia.

The ESOS Act covers everything from financial protections and laws protecting the rights of international students through to work rights, student welfare and complaints.

Find out more about how Australia is protecting the quality of education and rights of international students. Download the **ESOS Fact Sheet** (opens in a new window) put together by the Australian Department of Education and Training (opens in a new window) and www.studyinaustralia.gov.au.

https://www.studyinaustralia.gov.au/news/esos-act-protects-international-students-rights-in-australia

You can find more information about the ESOS Act, about your rights and responsibilities on the government's websites for Education Services for Overseas Students (ESOS) Act and the ESOS legislative framework.

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC Act, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

5.2.2

BBA

2019

16BSUHH010103

Cognizant

Ref No: 13575644

01-Aug-2019

Megna Alampalli

Dear Megna,

With reference to the discussions that we had with you, we are pleased to offer you the role of **Process Executive - Voice** in **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your Annual Total Compensation will be **Rs.219,996**. This includes an annual incentive indication of **Rs.0**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation is presented in **Annexure A**. We would like to inform you that Cognizant has considered **0** months of your experience as relevant, which would be updated in our records.

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

We request you to join us on or before **08-Jul-2019.**

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

Please note:

- This appointment is subject to satisfactory professional reference checks
- This offer from Cognizant is valid for 3 months only from the date of offer, any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing
- Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request

We look forward to your joining us. Should you have any further questions or clarifications, please feel free to contact us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Suresh Bethavandu

Global Head-Talent Acquisition

REGISTRAR
ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

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

Signature :

Date:

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Cognizant

Annexure A

Name: Megna Alampalli **Designation:** Process Executive - Voice

Sl. No.	Description	Monthly	Yearly
1	Basic	10100	121,200
2	Company's contribution of PF #	1212	14,544
3	Advance Statutory Bonus***	2000	24,000
4	Special Allowance*	4335	52,020
5	Company's Contribution of ESI @ 4.75% of Monthly Gross minus statutory exclusions	686	8,232
	Annual Gross Compensation		**219,996**
	Annual Total Compensation		**219,996**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		16,000
	Annual Total Remuneration		**235,996**

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

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

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

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

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

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

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

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

1SBSUHH010001

OSMANIA UNIVERSITY

SEMESTER GRADE REPORT

(Choice Based Credit System)

PGCB 630765

Examination : M.B.A. II-SEMESTER, MAY/JUN 2019

Ref. No: 129552
Name : A ALEKYA
Parent(s) Name : A SRINIVASULU
A VIJAYA LAXMI

Date : 07/09/2019
Roll No : 140518672047

PAPER CODE	PAPER TITLE	CREDITS	GRADE AWARDED
HRM.2	HUMAN RESOURCES MANAGEMENT	5	A
FMGT2	FINANCIAL MANAGEMENT	5	A
BRM.2	BUSINESS RESEARCH METHODS	5	B
FM&S2	FINANCIAL MARKETS AND SERVICES	4	A
SMAC2	STRATEGIC MANAGEMENT ACCOUNTING	4	A
SMNR2	SEMINAR	1	O

SGPA (Semester Grade Point Average) : 7.00
Conversion Factor (CF) : 3.40
CGPA (Cumulative Grade Point Average) :
Conversion Factor (CF) :

RESULT : PASSED
Marks Obtained :
Max.Marks :

Section-Incharge

Percentage of marks = (CGPA/SGPA X 10) + CF

Controller of Examinations

Details of Award of Grades Under Choice Based Credit System (CBCS)

MINIMUM PASS MARKS IN EACH PAPER :- THEORY : 40% U.E. AND 40% (U.E. + I.A.) ; PRACTICALS : 50% U.E.

Range of Marks	Grade	Grade Point
85 to 100	A	8.5 - 10.00
70 to 84	B	7.0 - 8.49
60 to 69	C	6.0 - 6.99
55 to 59	D	5.5 - 5.99
50 to 54	E	5.0 - 5.49
40 to 49	F	4.0 - 4.99
Less than 40		

Note :

1. SGPA is computed only if the candidate passes in all the theory/practical papers with a minimum of "E" grade.
2. if a candidate secures "F" grade in a theory/practical paper, he/she is considered to have failed in that paper.
3. *Not considered for computing SGPA. However, the candidate has to secure a minimum of "E" grade to qualify for the degree.

15BSUHH010149

Northeastern University
College of Professional Studies

Sri Lekhya Makkilineni
27,Vaswani Mansions,5th Floor Opp K.C.College,Dinshaw
Vachha Road
Churchgate,Mumbai, 400020
India

April 4, 2019

NUID: 001374265

Dear Sri Lekhya:

It is my pleasure to inform you that you have been accepted into Northeastern University's College of Professional Studies' Master of Professional Studies in Analytics program for the Fall 2019 term with start dates in September and October. Our regionally accredited programs provide an educational experience that is founded on proven scholarship strengthened through practical application and sustained by academic excellence. Here at the College of Professional Studies we are committed to providing you with a high level of academic excellence and superior service.

Now that you have been accepted, **please confirm that you plan to attend by completing the enrollment confirmation form**. This is also a great time to visit our website for accepted students which will help guide you through the enrollment confirmation process and important next steps such as activating your myNortheastern account, submitting official transcripts, and exploring program curriculum.

In addition, you can view our current course offerings online at https://cps.northeastern.edu/academic-resources/registration/courses. It is important to note that you are required to follow the program curriculum that is in effect during the Fall 2019 term. Please review the curricula at the beginning of your start term to be sure you have the most up to date information. Please also note that your offer of admission is contingent upon your satisfaction of all local, state, and federal laws.

Registration will open six weeks prior to the start term. Once registration is open for the Fall 2019 term, you should create your myNortheastern account. myNortheastern is a portal where you will receive critical information from the University and College, access billing and course information, and several other student related items. Once you have created your account you can proceed to register for classes via the student portal.

If you intend to apply for financial aid and have not already done so, we encourage you to do so immediately. The necessary financial aid forms can be found at https://studentfinance.northeastern.edu/. If you have already applied for financial aid and submitted all necessary documentation, you will receive your award letter shortly. To learn more about financial aid and other payment options, please contact Student Financial Services at 617.373.2897 or cpssfs@northeastern.edu.

On behalf of the faculty and administration at Northeastern University, I would like to congratulate you on your admission. I am sure you will find the College of Professional Studies an exciting and intellectually challenging place to further your education.

Sincerely,

REGISTRAR
FOR LOCAL PULMATION FOR HIGHER EDUCATION
(D. & Deemed University Under Section 3 of the UGC Act, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Northeastern University
College of Professional Studies

David Fields, Ph.D.
Senior Associate Dean
Academic and Faculty Affairs
Professional Programs
College of Professional Studies
Northeastern University

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

Activating Your myNortheastern Account

*my*Northeastern

How do a get a myNortheastern account?

- Activate your myNortheastern account at http://my.northeastern.edu, click on "Need an account? Request Access" and then under Students, click "Activate Account".
- Once at myNortheastern "Account Self Registration", you will need a four-digit **International ID Number**, which is provided below.
- If your current and/or permanent address is outside the United States, you will have to use Boston's five-digit zip code 02115.
- Upon your acceptance, it may take up to **two-business days** until your myNortheastern account is ready to be activated. After you activate your myNortheastern account, it may take up to an hour before you can log into myNortheastern and Blackboard with your new username and password.

Account Activation

The following information will be used to verify your identity.

Last 4 Digits of your Social Security Number (or your International ID):	1322
Your date of birth in format (mmddyy)	021397
5 Digit ZIP code of your permanent address:	02115
Your last name:	Makkilineni

On myNortheastern you can:

- Register for courses and add/drop courses in real time
- Confirm your transactions and final schedule instantly
- Confirm course registration
- Find room assignments
- View billing information
- View grades and transcripts
- Access NU Online

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

15BSUHH010217

Le Registraire de SKEMA Business School, certifie que :
The Registrar Office of SKEMA Business School hereby confirms:

M. SHAIK Mohammed awaiz
Né(e) le / *Born on* : 19/09/1995 à/In KURNOOL, ANDHRA PRADESH - INDE

est régulièrement inscrit(e) à **SKEMA Business School**
is currently enrolled at SKEMA Business School

Programme 2 Year Master of Science

Pour l'année universitaire 2018/2019

A partir du 01/01/2019

For the academic year: 2018/2019

From 01/01/2019

Campus Paris - La Défense (FRANCE)

Le 02 janvier 2019

Le Service Registraire
Registrar Office

skema BUSINESS SCHOOL
SIÈGE SOCIAL

ICFAI FOUNDATION FOR HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-Be-University Under Section 3 of the UGC Act,1956)

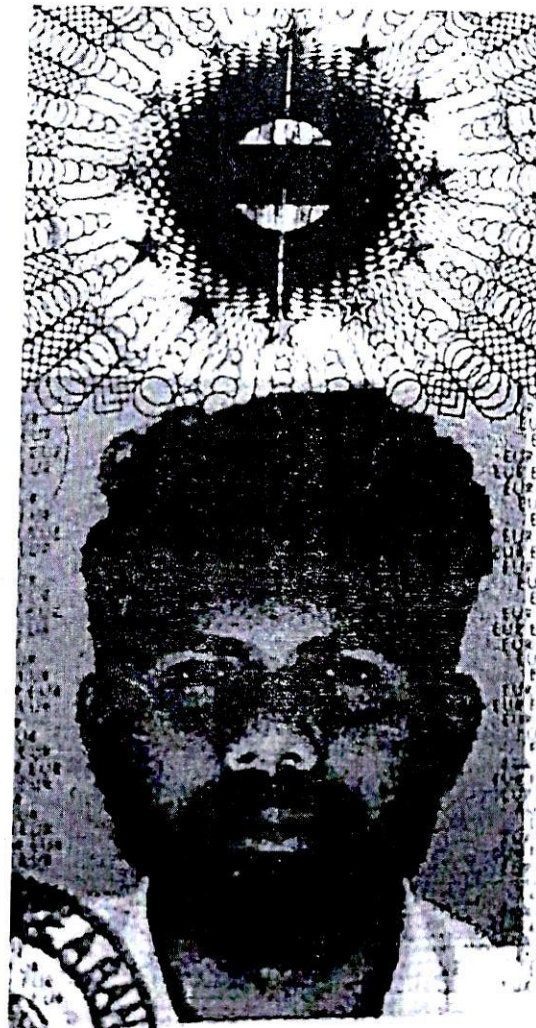

VISA

524729189

VALABLE POUR / VALID FOR **FRANCE (sauf CTOM)**

DU / FROM 03-01-19 AU / UNTIL 03-01-20

TYPE DE VISA / TYPE OF VISA **D** NOMBRE D'ENTREES / NUMBER OF ENTRIES MULT DUREE DE SEJOUR / DURATION OF STAY XXX JOUR / DAYS

DELIVRE A / ISSUED IN BANGALORE

LE / ON 03-01-19 NUMERO DE PASSEPORT / NUMBER OF PASSPORT S1070430

NOM, PRENOM / SURNAME, NAME SHAIK MOHAMMED AWAIZ

REMARQUES / REMARKS ETUDIANT

CESEDA R311-3 6° AUTORISE TRAVAIL

LIMITE 60% DUREE LEGALE

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

THE ICFAI FOUNDATION FOR HIGHER EDUCATION REGISTRAR

VDFRASHAIK<<MOHAMMED<AWAIZ<<<<<<<<<<

524729189IND9509193M2001034<M<<0103

भारत गणराज्य REPUBLIC OF INDIA

प्रकार / Type
P

राष्ट्र कोड / Country Code
IND

पासपोर्ट न / Passport No
S 1070430

उपनाम / Surname
SHAIK

दिया गया नाम / Given Name(s)
MOHAMMED AWAIZ

राष्ट्रीयता / Nationality
भारतीय / INDIAN

लिंग / Sex
M

जन्म तारीख / Date of Birth
19/09/1995

जन्म स्थान / Place of Birth
KURNOOL, ANDHRA PRADESH

जारी करने का स्थान / Place of Issue
HYDERABAD

जारी करने की तिथि / Date of Issue
15/05/2018

समाप्ति तिथि / Date of Expiry
14/05/2028

THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed to be University u/s 3 of the UGC Act 1956)
REGISTRAR

P<INDSHAIK<<MOHAMMED<AWAIZ<<<<<<<<<<<<<<<<<<<<<<
S1070430<3IND9509193M2805140<<<<<<<<<<<<<<<<<<8

पता / Address

P.NO:7,S3,2ND FLOOR,GREEN AVENUE,OPP SAMPURNA

SUPER MARKET MANIKONDA,RANGAREDDY

PIN:500089,TELANGANA,INDIA

पुराने पासपोर्ट का न. और इसके जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-a-University Under Section 3 of the UGC ACT,1956)

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

1SBSUHH010282

DEAKIN UNIVERSITY

2 July 2018

MS AARTI CHERRIKALLIMAL
c/-
Idp Education India Private Ltd T/As Idp India (Hyderabad)
Uma Hyderabad House, 3rd Floor
6-3-1090/1/1, Raj Bhavan Road
Somajiguda, Hyderabad
Andhra Pradesh
India 500082

Dear Ms Cherrikallimal,

Deakin University is pleased to offer you a place in the following program:

Your student ID number	218206466
Course	M761- Master Of Business Analytics
CRICOS code	088856B
2019 Annual indicative tuition fee	A$33,000.00
Campus	Burwood (Melbourne)
Duration	2 academic year(s)
Commencement (year/trimester)	2019/T1
Orientation Date*	Monday, 18 February 2019
Start Date*	Monday, 04 March 2019
Expected Completion Date*	Monday, 30 November 2020

** For more information on dates, please refer to the IMPORTANT NOTES attached to this offer letter*

Course Notes

Conditions of offer

1. Please provide certified copies of all your official transcripts and graduation certificates to demonstrate that admission requirements have been satisfied.
2. Please provide a full and final transcript of results upon successful completion of your current studies to meet Deakin University's admission requirement and evidence of your eligibility to graduate. All documents must be certified copies.
3. Meet the University's English Language requirement through successful completion of one of the following: i. IELTS overall score of 6.5 with no band score less than 6 (academic module); ii. TOEFL iBT overall score of 70 (Writing 21); iii. TOEFL PBT overall score of 577 (Writing 4.5); iv. CPE overall score of 176, (no band less than 169); v. CAE overall score of 176, (no band less than 169); vi. PTE overall score of 58 (no less than 50 in each skill); vii. OET overall B (A or B in listening, speaking, writing and reading) (OET results are applicable only for Health related award course entry); viii. English language program EAP 4 at the Deakin University English Language Institute (DUELI) with a score of at least 60% (Program completed no more than 1 year prior to enrolment at Deakin); ix. DUELI Test score of 6.5 (completed within 6 months prior to enrolment), or equivalent. TOEFL test results are not acceptable to the Australian Immigration authorities in some countries; please check if this applies to your country.
4. This offer is conditional upon a successful Genuine Temporary Entrant (GTE) interview. The GTE interview is critical component of the applicant selection process and you will not be issued with a Confirmation of Enrolment (COE) which is required for your visa application until Deakin provides you with confirmation that your interview was successful. Please do not send any payment to Deakin until you receive confirmation. Please write to di-india-admissions@deakin.edu.au and you will be contacted shortly by Deakin Admissions team. Interviews are usually conducted over the phone or Skype, however you may be required to visit a Deakin office for a face to face interview.The GTE interview is based on the Department of Home Affairs (DHA) Direction 69 which outlines the framework for assessing genuine temporary entrant criterion for student visa applications. For more information about Direction 69, please visit

Deakin University CRICOS Provider Code: 00113B

Deakin International
Deakin University
Melbourne Burwood Campus, 221 Burwood Highway, Burwood, VIC 3125
Tel 03 9244 5095 Fax 03 9244 5094 www.deakin.edu.au

http://www.border.gov.au/Trav/Stud/More/Genuine-Temporary-Entrant.

To accept this offer

1. Meet any conditions stated on this offer, if applicable.

2. **Deposit fees payable prior to enrolment into the above courses are:**

Indicative 2019 tuition fee for the above stated award degree (per trimester)	A$	16,500.00
2018 Overseas Student Health Cover (single cover) for the proposed duration of your Student visa^	A$	1,353.00
Total deposit fees required – payable to Deakin University	**A$**	**17,853.00**

^ *Compulsory OSHC payment – Deakin recommends BUPA Overseas Student Health Cover. If you intend to purchase OSHC from another supplier, please ensure you purchase visa length cover and include evidence of cover when submitting your offer acceptance*

3. Complete the attached Offer Acceptance and Payment of Fees Form. For payment methods please see the following website (http://www.deakin.edu.au/international-students/getting-into-deakin/fees).
If you require a Confirmation of Enrolment (CoE) please also complete the 'Financial Evidence' section of the Offer Acceptance and Payment of Fees form.

   i. Once you have made the payment and completed the attached forms, you need to submit these forms to Deakin International with evidence of your payments to deakin-accept@deakin.edu.au.

   ii. Once Deakin International receives your payment and is satisfied with the documents you have provided, an official CoE will be provided to you if required. Details of how to lodge a student visa application can be found at http://www.border.gov.au/Trav/Visa/Appl/Student. Please retain a copy of the CoE and bring it to your enrolment. Please note that Deakin University is unable to advise on visa processing times. You should contact your nearest Australian Diplomatic Posts for visa-related questions (http://www.border.gov.au/about/contact/offices-locations). If you do not require a student visa, please provide us with evidence of your current visa status.

4. If you would like to defer this offer, please contact Deakin International at di-india-admissions@deakin.edu.au.

If you have any questions about this offer letter, please feel free to contact our admissions team at Deakin International: di-india-admissions@deakin.edu.au.

We look forward to welcoming you to Deakin University.

Yours sincerely

Ping Khoo
Director, Operations (Deakin International)

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

Deakin University reserves the right to alter, amend or delete course offerings, fees and other information listed. Deakin University contracts with third parties to provide specialised assistance in its operations. We may provide to our contractors personal information about you (including your name, email address, home address and date of birth). Deakin makes every effort to ensure that your personal information is handled in accordance with Australian Privacy laws and principles of confidentiality and requires its contractors to enter into confidentiality agreements. By supplying personal information to us, you consent to the release of this information to Deakin's contractors.

Information is collected about you in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018. Information collected about you during admissions processes and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if

relevant, the Tuition Protection Services (TPS). In other instances information collected can be disclosed without your consent where authorised or required by law.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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IMPORTANT INFORMATION

This information forms part of your agreement with Deakin University

LIVING COST INFORMATION

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DATES

Key dates

Key dates including course start and finish dates for the main study periods, exam periods, census dates, public holidays and holiday breaks are outlined here: http://www.deakin.edu.au/courses/key-dates. Please note you are advised to check your course outline for information about study or placement requirements which may occur outside of these dates.

Expected completion date

The expected course completion date is stated on your Confirmation of Enrolment (COE). This is the completion date of your course if you follow an agreed study plan and your course progress is at 100%. Should you fail any units, change major or stream, or transfer courses, your course completion date is likely to change.

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Deakin offers on and off campus accommodation options for students at each of our four campuses. For full details, please view: http://www.deakin.edu.au/life-at-deakin/accommodation. For homestay accommodation, please refer to http://www.deakin.edu.au/international-students/dueli/where-to-live/homestay.

ORIENTATION

International students are strongly encouraged to attend orientation. You will find out about the services and facilities on your campus, get to know more about your course, meet other new students and learn important information that all international students need to know. Attending orientation will help you to feel more confident about starting your university journey at Deakin. For full details, please view: http://www.deakin.edu.au/life-at-deakin/orientation-getting-started/orientation.
For Deakin University English Language Institute (DUELI) orientation, please refer to http://www.deakin.edu.au/international-students/dueli/orientation-day.

STUDY REQUIREMENTS

Course and unit requirements

The Handbook contains course and unit information for all study periods. Course level information includes course structure, indicative workload and course rules (including any requirement to complete Work Integrated Learning (WIL)). Unit level information includes prerequisites, modes of study, contact hours, content, assessment and other requirements to complete the unit. For example - National Police Record Check, Working with Children Check or immunisations. For full details, please view: http://www.deakin.edu.au/students/enrolment-fees-and-money/university-handbook.

Work Integrated Learning (WIL) includes an industry work placement as a compulsory part of your degree. There are different types of industry work placements, including industry based learning (IBL), work based learning, career placement, community based placement and volunteering placement. These placements can start at any time and are not linked to a particular study period. Please check the Handbook for any compulsory WIL requirements relating to your course.

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International students can undertake 33% (one third (or equivalent)) of their course online, with at least one unit of face-to-face study in a compulsory study period. The only exception is if you have one unit to complete in your final study period – this can be completed on-line. Online study is not an option for DUELI students.

Course progress

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Student visa condition 8202 states that you must remain enrolled and maintain satisfactory course progress for each student period. Deakin reviews all students' academic progress each study period. For full details, please visit: http://www.deakin.edu.au/students/studying/assessment-and-results/academic-progress.
DUELI students undertake several assessments tasks throughout each teaching block. Students are required to pass these assessment tasks in order to progress to the next level, or meet the English language requirements to enter into the intended award course. Students who fail at a given level three times will be unable to progress to the next level. DUELI students are also required to attend 80% of scheduled classes. Students with unsatisfactory attendance will be reported and this may impact on your student visa.

Study support
Deakin has a team of staff and students dedicated to providing study support services to help get the most out of your learning experience. If you are failing assessments and/or do not feel that you doing as well as you could, please seek help. For full details, please visit: https://www.deakin.edu.au/students/studying/study-support.

FEES
Tuition fees
The indicative annual tuition fees stated in your letter of offer is based on a typical enrolment of four units (subjects) in a trimester (study period), where you enrol in two trimesters per year, except if otherwise explained in your offer letter.

Fees are subject to review each year and may increase to accommodate any increases in the cost of delivering the course and support during your studies. You can choose to pay more than 50% of your tuition fees before course commencement.

Non-tuition fees
Deakin's non-tuition fees and charges can be viewed at http://www.deakin.edu.au/students/enrolment-fees-and-money/fees/other-fees-and-charges.
You may incur other costs while studying your course. For example, there may be costs associated with some units, such as the requirement to obtain a laboratory coat for a chemistry unit. These costs may also vary based on how you choose to obtain items. For example, purchasing text books through the university co-operative, or purchasing stationary online or at a supermarket. You may also find some items you require available as second-hand items.

Overseas Student Health Cover (OSHC)
All international students (and their dependants) are required to have OSHC for the duration of their student visa. Deakin's preferred provider is BUPA. Please refer to the information at the following website for details: http://www.deakin.edu.au/international-students/living-in-australia/health-and-safety.

Student visa condition 8501 states that you must maintain OSHC during your stay in Australia.

Department of Home Affairs funds capacity requirements
Financial capacity requirements including cost of living, schooling for school age dependents and access to funds are outlined here: https://www.homeaffairs.gov.au/Trav/Stud/More/Student-Visa-Living-Costs-and-Evidence-of-Funds.

Student visa condition 8516 states that you must continue to satisfy the requirements for grant of your student visa. This means, for example, that you continue to have sufficient financial capacity to support your study and stay in Australia.

REFUNDS
Students may be entitled to a full or partial refund in certain circumstances.

International students are entitled to a full refund if:
- you are refused a student visa by Australian Government authorities;
- an offer is withdrawn, or Deakin is unable to deliver the course of study at the campus location on the agreed start date, or if the course ceases to be delivered at the campus location after the course has started but before it is completed; or
- the Australian Government has limited Deakin's right to conduct courses for overseas students.

Refund policy for commencing degree & non-award students
International students in their first study period who have withdrawn after having paid their fees are entitled to a partial refund if you:
- withdraw from course/unit(s) at least four weeks prior to the start of the teaching period – a 90% refund is payable; or
- withdraw between four weeks prior to the start of the teaching period and the relevant census date – a 50% refund is payable.

If detailed in your Letter of Offer, non-refundable amount will be retained if you withdraw from your studies prior to the census date of your first teaching period. Please refer to the Letter of Offer for details.

No refunds are payable if you withdraw after census date.

RK

To apply for a refund, please complete the Application for Refund of Fees: http://www.deakin.edu.au/__data/assets/pdf_file/0006/715560/Refund-for-international-students.pdf and email to int.release.refund@deakin.edu.au.

Refunds will be made by electronic funds transfer in Australian dollars to the nominated person/sponsor who initially paid the fees. It takes 4 weeks for a refund application to be processed.

Students in their second and subsequent study periods will be eligible for refunds in accordance with continuing students refund policy: http://www.deakin.edu.au/students/enrolment-fees-and-money/fees/withdrawal-dates-and-penalties.

Refund policy for DUELI courses

You are entitled a full refund if you:

- are unable to fulfil the conditions of an offer;
- fail to meet course progress requirements and you have paid fees for a future period where you are not permitted to enrol;
- submit written evidence of your intention not to commence the course more than four weeks prior to the commencement of the English language course.

You are entitled to a 50% refund if you provide advice less than 28 days prior to the commencement of the course. The maximum amount retained by Deakin will not exceed 12 weeks of the published tuition fee.

Non refundable fees:

- DUELI enrolment and DUELI orientation fee
- You will not be granted a refund of course fees if your course has commenced except if approval due to compassionate and compelling circumstances.

You may apply for a refund if compassionate or compelling circumstances exist. An application must be made in writing to the Director of DUELI. Attach proof of payment of the fees (e.g. an official receipt) and evidence of the reasons for applying for a refund must be provided.

Course duration is defined as the total length of your enrolment at DUELI.

Refunds will be made by electronic funds transfer in Australian dollars to the nominated person/sponsor who initially paid the fees. It takes 4 weeks for a refund application to be processed.

RIGHTS AND RESPONSIBILITIES

Collection and use of personal information

Deakin may disclose your personal information to Australian government agencies, including the Department of Home Affairs and the Department of Education and Training, where required by legislation or to support your visa application. Your personal information will also be disclosed to your overseas student health cover provider and, if you are under 18 years of age, to the carer appointed for you.

Deakin manages personal information it holds, including requests by individuals for access to their personal information, in accordance with the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic). Deakin's Privacy Policy may be viewed at the Deakin Policy Library – https://policy.deakin.edu.au/. For further information on privacy at Deakin please contact +61 3 5227 8524 or email privacy@deakin.edu.au.

Student visa condition 8533 states that you must notify Deakin of your residential address within 7 days of arriving in Australia, or within 7 days of changing your address. This includes your mobile number and email address. You must also supply Deakin with an emergency contact person and contact details for this emergency contact person.

The Education Services for Overseas Students (ESOS) framework

Australia provides rigorous protection for international students through the Education Services for Overseas Students framework, which protects and enhances Australia's reputation for quality education, provides tuition protection and supports the integrity of the student visa program. This framework includes the Education Services for Overseas Students Act 2000 (ESOS Act), the National Code 2018 and ELICOS Standards 2018. For further details, including information about the Tuition Protection Service (TPS), please view: https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx.

There is also a fact sheet for international students: https://docs.education.gov.au/node/39586.

Your documents

The National Code 2018 requires you to keep a copy of this agreement and receipts or other evidence of payment of fees.

The Tuition Protection Service (TPS)
The TPS assists international students whose education provider is unable to fully deliver their course of study. The TPS ensures that students are able to complete their studies with another education provider, or receive a refund of unspent tuition fee. In the unlikely event that Deakin is unable to deliver a course and does not meet our obligations to offer you an alternative course, or issue a refund of unspent tuition fees, please contact the TPS: https://tps.gov.au/.

Complaints and appeals
Deakin is committed to providing outstanding services and administrative process. If for any reason you are dissatisfied with the service we have provided, or you have a suggestion about how we can improve, please contact us by emailing deakin-int-admissions@deakin.edu.au. If you are not satisfied with the response you have received and would like to make a formal complaint, please visit: http://www.deakin.edu.au/students/student-complaints/complaints-contacts.

This agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law Applies.

Students Under 18 Years of Age
International student under 18 years of age must demonstrate that they have adequate welfare arrangements in place before they can be granted a student visa. The options are:

1. Nominate a parent / legal custodian or a relative over 21 years to be your student guardian. Information about the Department of Home Affairs welfare requirements can be found on their website https://www.homeaffairs.gov.au/Trav/Stud/More/welfare-arrangements-under18, or
2. Arrange for Deakin University to approve your welfare arrangements in accordance with the Deakin approved guidelines for acceptable welfare and accommodation arrangements. Information about Deakin guidelines for under 18 students can be found at http://www.deakin.edu.au/international-students/getting-into-deakin/students-under-18.

It is a condition of your enrolment that under 18 students must stay in approved accommodation and have care arrangements in place until they turn 18, including any period of non-enrolment. Any changes to welfare arrangements must be approved by Deakin. Under 18 students cannot enter Australia before the commencement of welfare arrangements. This is a student visa condition.

Release approval
Students transferring to Deakin University from another Australian education provider, prior to completing six months in their principal course may be required to obtain approval for release. This release is required to enable Deakin to issue a Confirmation of Enrolment (COE) and finalise your acceptance to study at Deakin.

Autonomous sanctions
In accordance with the Department of Foreign affairs and Trade (DFAT) autonomous sanctions requirements, Deakin will complete a consolidated list check of all applicants from sanctioned countries prior to processing the offer acceptance form. Australian law restricts the use of funding obtained from various foreign persons and entities. Information about these restrictions and lists of entities to which restrictions apply are available on the Department of Foreign Affairs and Trade website at http://www.dfat.gov.au/icat/unsc_financial_sanctions.html. You must check the website and ensure that you do not make or arrange any payments using funds obtained from any prohibited person or entity.

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1SBSUHH010300

Seneca

Seneca College
1750 Finch Avenue East
Toronto, ON, Canada M2J 2X5
416.491.5050
senecacollege.ca

Date of Offer: 2019-09-18
First Semester Fees Due: 2019-10-18
Offer Expiry Date: 2020-01-06

Mr Virat Patil Bidre
7-4-3/501, Sri Sai Residency
Kausalya Colony, Bachupaly
Medchal Andhra Pradesh 500090
India

OFFER OF ADMISSION

Dear Mr Virat Patil Bidre

Congratulations - we're delighted to offer you admission to Seneca College.

The information contained in this letter is required by the Canadian Embassy, High Commission, or Consulate. This letter should be submitted with your application for a study permit.

Designated Learning Institution Number: O19395536013
Seneca ID#: 130431190
Date of Birth: 1995-11-23
Professional Program: Global Hospitality Bus Dev
Professional Program Credential: Ontario College Graduate Cert
Professional Program Campus: Markham
Program Status: Full-Time
Program Start Date: 2020-01-06
Program Duration: 1 years
Expected Date of Completion: 2020-08-14
Estimated Program Fees for 2 Semesters: $14,087.94
Estimated Health Insurance Fee: $606.55
Estimated Room and Board for 2 Semesters: $11,000.00

Refund Policy
If you have not received a decision on your study permit application, or are unable to attend classes by the program start date shown above, you must notify the International Admissions Office before the tenth (10th) day of the semester in writing in order to be eligible for a refund. Please visit Seneca's international student website at senecacollege.ca/international to review the full Refund Policy.

It's a great time to be at Seneca and we look forward to seeing you on campus soon.

Kathy Mahony

Kathy Mahony
Associate Registrar, Admissions and RC Publications

FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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Seneca

Health Insurance for International Students

Seneca College has an annual health insurance plan for all full-time international students. The plan provides health coverage during the academic year, preventing unexpected emergency medical expenses as a result of illness or accident. The Health Insurance Fee is charged once per academic year, depending on your program start date.

For more information about your Health Insurance Coverage, visit **senecacollege.ca/international** or call Seneca International Student Services at 1.416.491.5050, ext. 26934.

Important Next Steps

Now that you have received your letter of acceptance, you should begin preparing for your studies at Seneca College:

1. Pay your tuition fees by the due date on the attached invoice, and arrange your finances. (Please note that the estimated tuition amount shown above is for 2 semesters only. For complete and accurate information regarding the length and cost of your program, please refer to **senecacollege.ca/international/accepted**.)
2. Apply for your study permit.
3. Apply for on-campus housing or obtain assistance with locating off-campus housing.
4. Read the information provided on **senecacollege.ca/international/accepted** carefully as it contains important policies and procedures.

It is important that your scheduled arrival date is at least 1 week prior to the program start date shown on your Offer of Admission to leave time for mandatory orientation events and start-up activities.

If you have been admitted directly into a Professional program, an English and/or Math assessment may be required upon arrival. Information about this test can be found in the "Getting Ready" section of our website at **senecacollege.ca/international/accepted**.

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1SBSUHH010332

eada®
business school
barcelona

where business people grow

Barcelona, 1 February 2019

Dear Ms Prathiksha Sanga,

We are pleased to inform you that you have been admitted to the full time **International Master in Marketing** programme after a careful evaluation of your candidature by the Admissions Committee. Your success in the admission process is due to your academic record and potential as a professional.

We would like to thank you once again for having entrusted your training and professional development to our institution. EADA is a business school recognized by the Spanish Ministry of Education and Science (registration number 01130) to impart education in Management, Commercial and Business Techniques. The International Master in Marketing at EADA begins on September 26, 2019 and finishes on June 19, 2020, with the final project due June 30, 2020. The schedule of the programme is Monday to Friday from 9.30h. to 13.30h.

Now that you have been accepted at EADA, you are required to confirm your enrolment as soon as possible in order to reserve a place on the programme. Enrolment confirmation will be completed upon payment of 25% of the total programme fee.

Due to a high number of applicants and limited places in this programme, we would like to request that you inform us of any changes in your enrolment plans as soon as possible. This way, we can make your place available to other promising candidates.

As the programme's start date draws closer, enrolled students will be sent detailed information about housing, academic calendars, and the city of Barcelona itself.

Congratulations again on your admission!

Regards,

Admissions Committee
International Masters Programmes

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Aragó, 204
08011 Barcelona, Spain
T. +34 934 520 844
f. +34 933 237 317
eada.edu

FT FINANCIAL TIMES · EFMD EQUIS ACCREDITED · Association of MBAs

15BSUH110100095

4 January 2019

MR JASHWANT BAMAR
c/-
Global Opportunities - New Delhi
Hs-27, 2nd Floor
Kalaish Colony Market
New Delhi
India 110048

Dear Mr Bamar,

Deakin University is pleased to offer you a place in the following program:

Your student ID number	219130256
Course	M751- Master Of Business Administration (International)
CRICOS code	056889B
2019 Annual indicative tuition fee	A$37,000.00
Campus	Burwood (Melbourne)
Duration	2 academic year(s)
Commencement (year/trimester)	2019/T1
Orientation Date*	Monday, 18 February 2019
Start Date*	Monday, 04 March 2019
Expected Completion Date*	Monday, 30 November 2020

** For more information on dates, please refer to the IMPORTANT NOTES attached to this offer letter*

To accept this offer

1. Meet any conditions stated on this offer, if applicable.

2. **Deposit fees payable prior to enrolment into the above courses are:**

Indicative 2019 tuition fee for the above stated award degree (per trimester)	A$	18,500.00
2018 Overseas Student Health Cover (single cover) for the proposed duration of your Student visa^	A$	1,353.00
Total deposit fees required – payable to Deakin University	**A$**	**19,853.00**

^ *Compulsory OSHC payment – Deakin recommends BUPA Overseas Student Health Cover. If you intend to purchase OSHC from another supplier, please ensure you purchase visa length cover and include evidence of cover when submitting your offer acceptance*

3. Complete the attached Offer Acceptance and Payment of Fees Form. For payment methods please see the following website (http://www.deakin.edu.au/international-students/getting-into-deakin/fees).
If you require a Confirmation of Enrolment (CoE) please also complete the 'Financial Evidence' section of the Offer Acceptance and Payment of Fees form.

   i. Once you have made the payment and completed the attached forms, you need to submit these forms to Deakin International with evidence of your payments to deakin-accept@deakin.edu.au.

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If you have any questions about this offer letter, please feel free to contact our admissions team at Deakin International: di-india-admissions@deakin.edu.au.

We look forward to welcoming you to Deakin University.

Yours sincerely

Ping Khoo
Senior Manager, Admissions (Deakin International)

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Information is collected about you in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018. Information collected about you during admissions processes and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Services (TPS). In other instances information collected can be disclosed without your consent where authorised or required by law.

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ORIENTATION

International students are strongly encouraged to attend orientation. You will find out about the services and facilities on your campus, get to know more about your course, meet other new students and learn important information that all international students need to know. Attending orientation will help you to feel more confident about starting your university journey at Deakin. For full details, please view: http://www.deakin.edu.au/life-at-deakin/orientation-getting-started/orientation.
For Deakin University English Language Institute (DUELI) orientation, please refer to http://www.deakin.edu.au/international-students/dueli/orientation-day.

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International students can undertake 33% (one third (or equivalent)) of their course online, with at least one unit of face-to-face study in a compulsory study period. The only exception is if you have one unit to complete in your final study period – this can be completed on-line. Online study is not an option for DUELI students.

Course progress

Student visa condition 8202 states that you must remain enrolled and maintain satisfactory course progress for each student period. Deakin reviews all students' academic progress each study period. For full details, please visit: http://www.deakin.edu.au/students/studying/assessment-and-results/academic-progress.
DUELI students undertake several assessments tasks throughout each teaching block. Students are required to pass these assessment tasks in order to progress to the next level, or meet the English language requirements to enter into the intended award course. Students who fail at a given level three times will be unable to progress to the next level. DUELI students are also required to attend 80% of scheduled classes. Students with unsatisfactory attendance will be reported and this may impact on your student visa.

Study support
Deakin has a team of staff and students dedicated to providing study support services to help get the most out of your learning experience. If you are failing assessments and/or do not feel that you doing as well as you could, please seek help. For full details, please visit: https://www.deakin.edu.au/students/studying/study-support.

FEES
Tuition fees
The indicative annual tuition fees stated in your letter of offer is based on a typical enrolment of four units (subjects) in a trimester (study period), where you enrol in two trimesters per year, except if otherwise explained in your offer letter.

Fees are subject to review each year and may increase to accommodate any increases in the cost of delivering the course and support during your studies. You can choose to pay more than 50% of your tuition fees before course commencement.

Non-tuition fees
Deakin's non-tuition fees and charges can be viewed at http://www.deakin.edu.au/students/enrolment-fees-and-money/fees/other-fees-and-charges.
You may incur other costs while studying your course. For example, there may be costs associated with some units, such as the requirement to obtain a laboratory coat for a chemistry unit. These costs may also vary based on how you choose to obtain items. For example, purchasing text books through the university co-operative, or purchasing stationary online or at a supermarket. You may also find some items you require available as second-hand items.

Overseas Student Health Cover (OSHC)
All international students (and their dependants) are required to have OSHC for the duration of their student visa. Deakin's preferred provider is BUPA. Please refer to the information at the following website for details: http://www.deakin.edu.au/international-students/living-in-australia/health-and-safety.

Student visa condition 8501 states that you must maintain OSHC during your stay in Australia.

Department of Home Affairs funds capacity requirements
Financial capacity requirements including cost of living, schooling for school age dependents and access to funds are outlined here: https://www.homeaffairs.gov.au/Trav/Stud/More/Student-Visa-Living-Costs-and-Evidence-of-Funds.

Student visa condition 8516 states that you must continue to satisfy the requirements for grant of your student visa. This means, for example, that you continue to have sufficient financial capacity to support your study and stay in Australia.

REFUNDS
Students may be entitled to a full or partial refund in certain circumstances.

International students are entitled to a full refund if:
- you are refused a student visa by Australian Government authorities;
- an offer is withdrawn, or Deakin is unable to deliver the course of study at the campus location on the agreed start date, or if the course ceases to be delivered at the campus location after the course has started but before it is completed; or
- the Australian Government has limited Deakin's right to conduct courses for overseas students.

Refund policy for commencing degree & non-award students
International students in their first study period who have withdrawn after having paid their fees are entitled to a partial refund if you:
- withdraw from course/unit(s) at least four weeks prior to the start of the teaching period – a 90% refund is payable; or
- withdraw between four weeks prior to the start of the teaching period and the relevant census date – a 50% refund is payable.

If detailed in your Letter of Offer, non-refundable amount will be retained if you withdraw from your studies prior to the census date of your first teaching period. Please refer to the Letter of Offer for details.

No refunds are payable if you withdraw after census date.

RK

To apply for a refund, please complete the Application for Refund of Fees: http://www.deakin.edu.au/__data/assets/pdf_file/0006/715560/Refund-for-international-students.pdf and email to int.release.refund@deakin.edu.au.

Refunds will be made by electronic funds transfer in Australian dollars to the nominated person/sponsor who initially paid the fees. It takes 4 weeks for a refund application to be processed.

Students in their second and subsequent study periods will be eligible for refunds in accordance with continuing students refund policy: http://www.deakin.edu.au/students/enrolment-fees-and-money/fees/withdrawal-dates-and-penalties.

Refund policy for DUELI courses

You are entitled a full refund if you:

- are unable to fulfil the conditions of an offer;
- fail to meet course progress requirements and you have paid fees for a future period where you are not permitted to enrol;
- submit written evidence of your intention not to commence the course more than four weeks prior to the commencement of the English language course.

You are entitled to a 50% refund if you provide advice less than 28 days prior to the commencement of the course. The maximum amount retained by Deakin will not exceed 12 weeks of the published tuition fee.

Non refundable fees:

- DUELI enrolment and DUELI orientation fee
- You will not be granted a refund of course fees if your course has commenced except if approval due to compassionate and compelling circumstances.

You may apply for a refund if compassionate or compelling circumstances exist. An application must be made in writing to the Director of DUELI. Attach proof of payment of the fees (e.g. an official receipt) and evidence of the reasons for applying for a refund must be provided.

Course duration is defined as the total length of your enrolment at DUELI.

Refunds will be made by electronic funds transfer in Australian dollars to the nominated person/sponsor who initially paid the fees. It takes 4 weeks for a refund application to be processed.

RIGHTS AND RESPONSIBILITIES

Collection and use of personal information

Deakin may disclose your personal information to Australian government agencies, including the Department of Home Affairs and the Department of Education and Training, where required by legislation or to support your visa application. Your personal information will also be disclosed to your overseas student health cover provider and, if you are under 18 years of age, to the carer appointed for you.

Deakin manages personal information it holds, including requests by individuals for access to their personal information, in accordance with the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic). Deakin's Privacy Policy may be viewed at the Deakin Policy Library – https://policy.deakin.edu.au/. For further information on privacy at Deakin please contact +61 3 5227 8524 or email privacy@deakin.edu.au.

Student visa condition 8533 states that you must notify Deakin of your residential address within 7 days of arriving in Australia, or within 7 days of changing your address. This includes your mobile number and email address. You must also supply Deakin with an emergency contact person and contact details for this emergency contact person.

The Education Services for Overseas Student (ESOS) framework

Australia provides rigorous protection for international students through the Education Services for Overseas Students framework, which protects and enhances Australia's reputation for quality education, provides tuition protection and supports the integrity of the student visa program. This framework includes the Education Services for Overseas Students Act 2000 (ESOS Act), the National Code 2018 and ELICOS Standards 2018. For further details, including information about the Tuition Protection Service (TPS), please view: https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx.

There is also a fact sheet for international students: https://docs.education.gov.au/node/39586.

Your documents

The National Code 2018 requires you to keep a copy of this agreement and receipts or other evidence of payment of fees.

RK

The Tuition Protection Service (TPS)
The TPS assists international students whose education provider is unable to fully deliver their course of study. The TPS ensures that students are able to complete their studies with another education provider, or receive a refund of unspent tuition fee. In the unlikely event that Deakin is unable to deliver a course and does not meet our obligations to offer you an alternative course, or issue a refund of unspent tuition fees, please contact the TPS: https://tps.gov.au/.

Complaints and appeals
Deakin is committed to providing outstanding services and administrative process. If for any reason you are dissatisfied with the service we have provided, or you have a suggestion about how we can improve, please contact us by emailing deakin-int-admissions@deakin.edu.au. If you are not satisfied with the response you have received and would like to make a formal complaint, please visit: http://www.deakin.edu.au/students/student-complaints/complaints-contacts.

This agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law Applies.

Students Under 18 Years of Age
International student under 18 years of age must demonstrate that they have adequate welfare arrangements in place before they can be granted a student visa. The options are:

1. Nominate a parent / legal custodian or a relative over 21 years to be your student guardian. Information about the Department of Home Affairs welfare requirements can be found on their website https://www.homeaffairs.gov.au/Trav/Stud/More/welfare-arrangements-under18, or
2. Arrange for Deakin University to approve your welfare arrangements in accordance with the Deakin approved guidelines for acceptable welfare and accommodation arrangements. Information about Deakin guidelines for under 18 students can be found at http://www.deakin.edu.au/international-students/getting-into-deakin/students-under-18.

It is a condition of your enrolment that under 18 students must stay in approved accommodation and have care arrangements in place until they turn 18, including any period of non-enrolment. Any changes to welfare arrangements must be approved by Deakin. Under 18 students cannot enter Australia before the commencement of welfare arrangements. This is a student visa condition.

Release approval
Students transferring to Deakin University from another Australian education provider, prior to completing six months in their principal course may be required to obtain approval for release. This release is required to enable Deakin to issue a Confirmation of Enrolment (COE) and finalise your acceptance to study at Deakin.

Autonomous sanctions
In accordance with the Department of Foreign affairs and Trade (DFAT) autonomous sanctions requirements, Deakin will complete a consolidated list check of all applicants from sanctioned countries prior to processing the offer acceptance form. Australian law restricts the use of funding obtained from various foreign persons and entities. Information about these restrictions and lists of entities to which restrictions apply are available on the Department of Foreign Affairs and Trade website at http://www.dfat.gov.au/icat/unsc_financial_sanctions.html. You must check the website and ensure that you do not make or arrange any payments using funds obtained from any prohibited person or entity.

ICFAI FOUNDATION FOR HIGHER ... HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

15BSUHH010009

University of Glasgow

Glasgow International College

CONGRATULATIONS ON YOUR OFFER

TO GLASGOW INTERNATIONAL COLLEGE

glasgow.ac.uk/gic

KAPLAN INTERNATIONAL PATHWAYS

Glasgow International College is operated by Kaplan Glasgow Limited. Company number: 05976922.
Registered office: 2nd Floor, Warwick Building, Kensington Village, Avonmore Road, London W14 8HQ

University of Glasgow

Glasgow
International College

Mr Aashray Sai Krishnan
14-2, Pt No2
Gummadis Prestige Park
Hyderabad
Telangana
500014
India

Tuesday 18 December 2018

Dear Mr Sai Krishnan,

Congratulations! Your application to study at Glasgow International College, your pathway to University of Glasgow, has been successful. We are pleased to provide you with details of your offer.

Your Student ID to be used in all correspondence is: **128748**

	Course One: Glasgow International College
Award Name:	Pre-Master's for Business, Economics and Finance
Course Description:	Pre-Master's 2 Terms for Business, Economics and Finance
Start Date:	Monday 7 January 2019
End Date:	Friday 23 August 2019
Tuition Fee:	£18,950
Additional Fees:	Please refer to the proforma invoice
Status:	Conditional Offer

	Course Two*: University of Glasgow
Award Name:	MSc International Strategic Marketing
Course Duration:	1 Year
Start Date:	September 2019
Tuition Fees:	£21,020**

Conditions and other information required:
Your offer to the Pre-Master's for Business, Economics and Finance is conditional upon:
• IELTS for UKVI (Academic) 5.5 with no less than 5.0 in each component or recognised equivalent
• 3 year Bachelor degree with an average grade of 50%

We look forward to welcoming you to Glasgow International College and University of Glasgow.

Clare Rawlins
Vice President, Student Recruitment and Marketing
Glasgow International College

Rachel Sandison
Director, Recruitment and International Office
University of Glasgow

* See the progression requirements section of this offer pack for conditions of progression to University of Glasgow.
** Please refer to the University website for a definitive listing of its tuition fees. The tuition fee listed above is for international students commencing at the University in the current academic year. International students will receive additional information about University tuition fees for future academic intakes when they are available

Your Course

For more information about the Pre-Master's for Business, Economics and Finance, visit:
https://www.kaplanpathways.com/colleges/glasgow-international-college/courses/

Your Study Address

Glasgow International College is located in the: Anderson College, 56 Dumbarton Road, Glasgow G11 6NU, United Kingdom

Your Progression Requirements

Progression to your degree at University of Glasgow is guaranteed when you successfully complete your Pre-Master's for Business, Economics and Finance with a minimum academic score of 60% and 65[†] in English Language.

The following minimum module grades are required: Please note that you must achieve a score of 65 in at least two of the English skills listed to progress to this particular degree.
[†] With the following minimum component scores: 60 in Reading, 60 in Writing, 60 in Speaking, 60 in Listening.

University of Glasgow reserves the right to refuse admission to students who have a low attendance record at Glasgow International College.

Your Accommodation

Thank you for indicating that you would like a Studio Flat accommodation type. Please pay a £250 accommodation security deposit and complete the accommodation form in the link below. Once we have received your holding fee and you have a confirmed place on our course we will issue you an Accommodation Agreement which will contain further instructions on how to confirm your booking.

For more information about Glasgow International College accommodation options, please visit:
kaplanpathways.com/glasgow/accommodation

Next Steps

1. **Accept your offer by following the instructions on the next page.**
2. **Confirm your accommodation choice.**
3. **If required, start your visa application process.**
   Plan ahead: UKVI (UK Visa and Immigration) guidelines for living costs in Glasgow are approximately £1,015 per month.
   You must have evidence of holding at least £1,015 per month for your Glasgow International College course. This must be held in a recognised bank account for at least 28 days before you apply for your Tier 4 visa. You face a visa refusal if your funds fall below the minimum required amount at any point during these 28 days.
4. **Receive your Visa (if applicable).**
5. **Arrange your travel and complete your arrival form.**

   On certain dates during the enrolment period, we offer pick-up services from multiple UK airports to your student accommodation.
   It is important that we know when you will arrive and so we therefore ask all students to complete their arrival form, even if you will be organising your own travel arrangements. You will receive a link to the arrival form after you pay your deposit and when we send you your CAS (Confirmation of Acceptance for Studies).

Questions about your offer

If you have any questions about your offer, you can contact us either by phone: +44 (0) 20 7045 4925, or email: GlasgowIC@kaplan.com

Please note that if you withdraw at any time from your course of study, a formal report will be submitted to the UKVI (UK Visas and Immigration) and your CAS (Confirmation of Acceptance for Studies) will be withdrawn.

REGISTRAR
THE ISFAM FOUNDATION FOR HIGHER EDUCATION
A de-University Under Section 3 of UGC Act

Offer Acceptance Form

From:
Mr Aashray Sai Krishnan
14-2, Pt No2
Gummadis Prestige Park
Hyderabad
Telangana
500014
India

To:
Application and Admissions Centre
Glasgow International College
2nd Floor, Warwick Building, Kensington Village
Avonmore Road, London, W14 8HQ
United Kingdom

Passport number: P3053643

Student ID: 128748

Country of birth: India

Representative: Blue Sky Overseas Consulting

I wish to accept the offer at Glasgow International College as detailed below:

Award Title:	Pre-Master's for Business, Economics and Finance
Course Description:	Pre-Master's 2 Terms for Business, Economics and Finance
Start Date:	Monday 7 January 2019
Progression University:	University of Glasgow
Progression Degree:	MSc International Strategic Marketing
Start Date:	September 2019

To confirm my place on the course, I have (*tick as appropriate*):

☐ made an online Flywire payment at : GICglasgow.flywire.com

☐ submitted a Financial Guarantee/Sponsorship Letter

☐ paid using another form of payment:
- ☐ Bank Draft
- ☐ Electronic Transfer

My payment includes:
☐ Tuition fee deposit ☐ EduTravel insurance ☐ Accommodation security deposit

Information
☐ My personal details on page 1 of this offer letter are correct
☐ The following changes to my personal details should be made:

_____

_____

By signing this declaration, I:

- confirm that my personal details on this page are correct, and where they are not, the changes stated above are correct
- agree to be bound by the College's terms and conditions (version 2.0) which can be found at: https://www.kaplanpathways.com/how-to-apply/uk-universities/terms-and-conditions/
- confirm that I would like to accept my place on the course specified on this page, and understand that this course choice is non-changeable
- have read through the course information and understand the requirements to progress to my chosen degree
- understand the College will supply any relevant data to the University and will supply records of my progress and attendance at the College and a Student Support and/or Accommodation Summary to my parents, guardian, sponsor, agent or their nominee.
- confirm that will pay all fees detailed on the proforma invoice as they are due
- confirm that I have agreed to purchase EduTravel Insurance, and agree to be bound by the terms and conditions outlined in the policy; or I confirm that I have obtained adequate insurance cover and have attached documentation to demonstrate proof of suitable alternative cover

To find out more about how we handle your personal data, please see our privacy policy at: https://www.kaplanpathways.com/privacy/

Signature: _____ Date: _____

Additional information on the Pre-Master's Programme

Programme Aims:

The Glasgow International College (GIC) Pre-Master's Programmes aim to equip international students with a range of subject-related knowledge, higher-level academic skills and advanced level English language capabilities, in order that they become independent, self-directed learners and achieve the necessary academic standards to progress to Master's study at UK Higher Education Institutions.

Characteristic Outcomes:

By the end of a GIC Pre-Master's Programme, students are expected to have demonstrated achievement of a number of discipline-specific outcomes, as well as academic skills and English language abilities. Characteristic graduate outcomes for the GIC Pre-Master's Programmes include:

1) A systematic understanding and critical awareness of problems and new insights in the chosen subject area;
2) An ability to accurately deploy established techniques of analysis and enquiry within the discipline;
3) An ability to manage one's own learning, and to make use of scholarly reviews and primary sources;
4) An ability to understand and respond, using language effectively within the appropriate academic environment.

Typically, as a result of the GIC Pre-Master's, students will be able to:

1) Apply the methods and techniques that they have learned to review, consolidate, extend and apply their knowledge and understanding, and to initiate and carry out projects;
2)Critically evaluate arguments, assumptions, concepts and data, to make judgements, and frame appropriate questions to achieve a solution to a problem;
3) Communicate information, ideas, problems and solutions to both specialist and non-specialist audiences;
4) Undertake further learning within UK Higher Education at Master's level.

Academic Subject Areas:
GIC Pre-Master's Programmes prepare students for Master's-level study in a number of different subject areas. These include:

•Business
•Law
•Social Sciences
• Finance
•Sciences
•Engineering

External and Internal Reference Points:
The GIC Pre-Master's Programmes do not seek to replicate the subject knowledge to be gained from an undergraduate degree in a particular subject area, as students will have already studied an appropriate discipline at undergraduate level. However, the GIC Pre-Master's is designed to equip students with a range of intellectual and transferable learning outcomes relevant to their chosen discipline in line with the Kaplan International UK Qualifications Framework and, where appropriate, QAA Master's-level subject benchmark statements.

English language modules and assessments on the Pre-Master's Programmes are developed with reference to the Common European Framework of Reference for Languages (CEFR).

Programme Structure and Features:

The GIC Pre-Master's is an 80 credit programme, with each credit equating to 10 notional learning hours, divided into contact and supported self-study time.

A mix of skills-based and specialist subjects are taught, and students are supported towards achieving a range of skills and attributes, via interactions with teaching staff, peers, course materials and assessments.

Where applicable, students are supported in order to develop and utilise specialist skills within their studies. Additionally, self-directed study and high levels of accountability are expected at this level. Assessments require the application of research skills, and the ability to critically evaluate and consolidate new ideas, data and ideas from a broad range of sources

Pre-Master's students are enrolled on a number of credit-bearing academic subject, study skills and English language modules, as well as non-credit-bearing developmental language and skills module

Below is an illustrative example structure of a two-term Pre-Master's Programme:

Term 1	Term 2
Research Module	*Research Module*
Academic Subject Module	*Academic Subject Module*
Skills for Study	*Skills for Study*
Language for Study	*Language for Study*

Key:

	Academic Subject and/or Research Modules
	Academic Skills Modules
	Academic English Modules

Additional information:

Elements of programme content may vary across the Kaplan International UK network, depending on Pre-Master's subject area and the needs of the relevant Partner University. For further information about Kaplan International UK Pre-Master's Programmes, including available Pre-Master's subject areas and college locations, please visit: **https://www.kaplanpathways.com/colleges/glasgow-international-college/applicants/**

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION

16BSUHH010017

CBS | COLOGNE BUSINESS SCHOOL

COLOGNE BUSINESS SCHOOL · HARDEFUSTSTRASSE 1 · D-50677 KÖLN

Embassy of the Federal Republic of Germany
Consulate-General / Visa department

COLOGNE BUSINESS SCHOOL
HARDEFUSTSTRASSE 1
D-50677 KÖLN

CBS.DE

Cologne, 10th of December 2019

Confirmation of admission for the Master program "International Business" for the summer term 2020 at Cologne Business School

Name: Seetha Ram Gadala
Date of birth: 03.11.1998

Dear Sir or Madam,

We hereby confirm that Mr. Gadala is permitted to study the Master program **"International Business"** at Cologne Business School starting in the summer term 2020. Mr. Gadala transferred the deposit of 5.000 Euro.

Start of studies:	01st of February 2020
Start of lectures:	03rd of February 2020
Latest possible start of studies:	24th of February 2020
End of studies:	31st of January 2022 (estimated)

Cologne Business School (CBS) is an internationally orientated, state-recognized university of applied sciences and all study courses are regularly examined by the trinational accreditation agency FIBAA (Foundation for International Business Administration Accreditation). As this is an English speaking program, no German language skills are required for admission. We have examined sufficient English skills as well as the other essential criteria.

Please do not hesitate to contact us should you have any further questions.

Best regards,

Elisabete Duarte
Admissions Office
Tel: +49-221-93 18 09 -790
Fax: +49-221-93 18 09 -720
Email: admissions@cbs.de

Cologne Business School (CBS) · Staatlich anerkannte Hochschule · CBS COLOGNE BUSINESS SCHOOL GmbH · EUROPEAN UNIVERSITY OF APPLIED SCIENCES

REGISTRAR · THE ICFAI FOUNDATION FOR HIGHER EDUCATION · ICFAI UNIVERSITY

16BSUHH010034

Amity Global Business School
Admission Office

To

NAWIRAH AFSHEEN
#204,2ND FLOOR ,PREMIA URBANA ,PILLAR 206
UPPARPALLY,AKBER HILLS
HYDERABAD - 500048
TELANGANA
Phone: S-8686448775 M-9849142654 F-9908335911

Amity Form No #: 2088115

Date: Monday, April 1, 2019

Dear NAWIRAH AFSHEEN,

We take immense pleasure in informing you that you have been selected for

Two Year Full Time
Post Graduate Programme in Management - 2019

of

Amity Global Business School

Monika
Admission Coordinator

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(a Deemed University Under Section 3 of the ...)

Amity Form No #: 2088115

Date: Monday, April 1, 2019

Dear NAWIRAH AFSHEEN,

1. We congratulate you on being selected for admission to Amity Global Business School, Hyderabad. It is a matter of great honour that you are amongst the privileged few candidates selected to represent and carry forward the ethos and spirit of Amity Global Business School.

2. On successful completion of the Two Year program, you will be awarded a Post Graduate Programme in Management Certification from Amity Global Business School

3. Following are the details of your admission to Amity Global Business School:

Admission status: Provisional

Fees: First Installment

Fees (in Rs.)	Academic Security (Refundable) (in Rs.)	Total (in Rs.)
180,000.00	15,000.00	195,000.00

Your admission shall be provisional subject to the following:

I. Submission of full proof of documentary evidence in original of your possessing minimum educational qualification i.e. 50% aggregate in class XII & 50% in Graduation from a recognised Indian University. In case of a foreign University degree, written confirmation from Association of Indian Universities (AIU) for Equivalence of Degree will be required.

In case, you have appeared in qualifying examination but the result is not yet declared, Submission of full proof of documentary evidence in original of your possessing minimum educational qualification latest by 31st October, 2019.

Please bring with you originals of all marksheets / certificates along with their attested photocopies in support of your date of birth, educational / other qualifications on the day of reporting for the programme.

II. If due to any reason, you do not join or withdraw or do not produce proof of minimum educational qualification by the prescribed date, your admission will stand cancelled and the fee deposited will be forfeited except the Security Deposit.

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(Deemed to be University Under Section 3 of the UGC Act 1956)

III. Payment of Total First Fee Installment including Academic Fee and Academic Security is to be made latest by Monday, April 8, 2019, as per the amount mentioned above by way of a Pay Order / Demand Draft in favour of " AMITY GLOBAL BUSINESS SCHOOL" payable at Hyderabad at Amity Global Business School, B-Block, Hyderabad Next Express Centre, Beside L&T Metro Station, Punjagutta, Hyderabad, Andhra Pradesh, between 9.30 A.M TO 4.00 P.M on any working day either in person or through courier / post alongwith photocopy of your complete Admission Letter.

IV. The programme will commence in the month of August - September 2019. Exact date and time of commencement will be notified to you later.

16BSUHH010047

ABERDEEN

23 December 2019

Mr Vishal Addakula
delhi@studyin-uk.com

Certificate of Acceptance

This document details the information that appears on your CAS. UK Visas & Immigration (UKVI) will refer to this information when considering your Tier 4 visa application for study at the University of Aberdeen.

We recommend that you i) provide the UKVI with a copy of this document; ii) provide the documents detailed in section 4 below; iii) note that your CAS number is detailed in section 1 below. The CAS number is valid only for the programme and the start and end dates detailed below. You cannot apply for a visa earlier than 3 months before your programme commences. **If you require a Tier 4 visa to enter the UK, it is essential that you have the necessary funds in an approved bank account for a minimum of 28 days BEFORE you apply for a visa. Please visit www.gov.uk/tier-4-general-visa for more information.**

Tuition Fees paid to date are correct at the date this document was produced. The University can make no assurances that your CAS can be updated to include any future payment after your visa application has been submitted.

1. Applicant Details

Applicant Name: Mr Vishal Addakula
Date of Birth: 09-Jun-98
Nationality: INDIA
Passport Number: T6121616
CAS Number: E4G8AZ8H39A0F6
Applicant ID Number: 8199278402 D001
Student ID Number: 51990134
Fee Status: Overseas

2. Tier 4 Sponsor Details

Sponsor Licence Number: **1GF1B20B2**
Address/Main place of study: University of Aberdeen, King's College, Aberdeen, AB24 3FX

3. Programme Details

Degree: MASTER OF SCIENCE IN INTERNATIONAL BUSINESS MANAGEMENT (JANUARY START)
Qualification Awarding Body: The University of Aberdeen

Offer Status: Unconditional Hours Per Week: Full-time SCQF LEVEL: 11
The National Qualifications Framework applies to England, Northern Ireland and Wales only. The equivalent in Scotland is the Scottish Credit and Qualification Framework (SCQF). More information detailed overleaf under Degree Definitions.

Start Date: 07-Jan-20 **Latest Start Date: 20-Jan-20** End Date: 20-Jan-21
CAH3 CODE: N/A ATAS required: NO

4. Documents Used to Make the Offer

Academic Standing : Achieved Bachelor of Business Administration, The ICFAI Foundation of Higher Education, India.
English Language Proficiency : We have assessed this student's English language ability and confirm that it is equivalent to CEFR Level B2 or higher in each of the four components of language learning. No documents are required to be submitted as evidence of this. (UKVI Tier 4 Policy Guidance refers)

5. Finance

Tuition Fees for first 12 months: £17900
Tuition Fees paid to date: £2000
Accommodation Fees paid to date: £0

Carol Severstock, Head of Admissions

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT 1956)

Common Definitions

Undergraduate

MA (Master of Arts) - degrees are 4 or 5 years
BEd (Bachelor of Education) - degrees are 4 years
BSc (Bachelor of Science) - degrees are 4 or 5 years
MSci (Master in Science) - degrees are 5 years
MBChB (Bachelor of Medicine + Bachelor of Surgery) - degree is 5 years
LLB (Bachelor of Law) - degrees are 4 or 5 years
MEng (Master of Engineering) - degrees are 5 years
BEng (Bachelor of Engineering) - degrees are 4 years
BSc(Eng (Bachelor of Science in Engineering) - degrees are 3 or 4 years
MChem (Master in Chemistry) - degrees are 5 years
PGDE (Professional Graduate Diploma in Education) – degree is 10 months
BDS (Bachelor of Dental Surgery) - degree is 4 years

On successful completion of the above they comply with SCQF Level 10, with the exception of MSci, MEng, MChem and PGDE - they comply with SCQF Level 11
More information on The Scottish Credit and Qualifications Framework can be found at

Postgraduate

Research

PhD (Doctor of Philosophy) - 36 months full time – SCQF Level 12
MPhil (Master of Philosophy) – 24 months full time - SCQF Level 11
EngD (Doctor of Engineering) – 48 months full time – SCQF Level 12
MRes (Master of Research) – 12 months full time – SCQF Level 11
MSc (Master of Science by Research) – 12 months full time – SCQF Level 11
MLE (Master of Land Economy) - 12 months full time – SCQF Level 11
MLitt (Master of Letters) - 12 months full time – SCQF Level 11
MTh (Master of Theology) - 12 months full time – SCQF Level 11
LLM (Master of Laws) - 12 months full time – SCQF Level 11
MMedSci (Master of Medical Science - 12 months full time – SCQF Level 11

Taught

MEd (Master of Education) - 12 months full time – SCQF Level 11
MBA (Master of Business Administration) - 12 months full time – SCQF Level 11
MLE (Master of Land Economy) - 12 months full time – SCQF Level 11
MLitt (Master of Letters) - 12 months full time – SCQF Level 11
MSc (Master of Science) – 12 months full time – SCQF Level 11
MTh (Master of Theology) - 12 months full time – SCQF Level 11
LLM (Master of Laws) - 12 months full time – SCQF Level 11

2. Field Trip Costs

Field Trips are an element of the following undergraduate degrees, costs cannot be determined until the student arrives and registers -

Archaeology

Yr 1, Field Trip	Yr 2, No Field Trip	Yr 3, Field Trip	Yr 4, Field Trip, attendance optional

Geography

Yr 1, Field Trip	Yr 2, Field Trip	Yr 3, Field Trip	Yr 4, Field Trip, possible - depending on course choice

Geology

Yr 1, Field Trip	Yr 2, Field Trip	Yr 3, 2 Field Trips	Yr 4, Field Trip,

Field Trips are an element of the following postgraduate degrees: Archaeology, Geography, Geology, International Real Estate, Osteoarchaeology. Field trips costs for Archaeology/Osteoarcheology cannot be determined until the student arrives and registers. Field trip costs are included in the tuition fee for the following programmes: Integrated Petroleum Geoscience (IPG); Oil and Gas Enterprise Management (OGEM); Master in Land Economy (MLE); Geographical Information Systems (GIS); Geophysics (GP); and Reservoir Engineering (RE).

3. Payment of Tuition Fees

There are a variety of payment methods some of which are listed below. Alternative methods and full information can be found at www.abdn.ac.uk/intlstud/finance/paying.php

If making an electronic payment to the University, please make sure that you use a valid bank account. If money is required to be refunded, the money must be returned to the same account that it was paid from.

i. by accessing the University's Electronic Payments Page www.abdn.ac.uk/internetpayments
ii. by BACS directly to the University's bank account. It is essential that once a transfer has been completed by BACS that you send a copy of the telex transfer to the Admissions Office. Failure to do this will result in a delay with your payment as the University may be unable to allocate your funds correctly and efficiently
   a. The required details are as follows:-
   b. Address:- Bank of Scotland, Queen's Cross Branch, 39 Alloyn Place, Aberdeen, AB10 1YN, United kingdom
      Account Name:- University of Aberdeen
   c. Account Number - 00841800
      Sort Code: 80-05-14
      Swift: BOFSGB 21353
      IBAN: GB45 BOFS 80051400841800
iii. by Credit or Debit Card either in person or over the telephone (+44 (0) 1224 [illegible])

In addition to Tuition Fees, International Students will require further £[illegible] per month (minimum) to cover essential living costs for accommodation, food, clothing, entertainment, local travel, laundry etc.

4. Term Dates for Academic Year 2019/2020

First Half Session		Second Half Session	
Winter Term Opens	2 September 2019	Spring Term Opens	7 January 2020
Winter Term Closes	13 December 2019		

5. Codes of Practice

Undergraduate and Postgraduate Taught Students [illegible]
Postgraduate Research Students [illegible]

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16BSUHH010064

New Delhi Institute of Management

IDENTITY / LIBRARY CARD

Name	: SUBHAM KUNDU
Father's Name	: SAJAL KUNDU
Roll No.	: NDIM/PGDM/2019/19232
Course	: PGDM 2019-21
D.O.B.	: 12.01.1996
Blood Group	: O+ve
Student Contact	: 9674246194
Parent's Contact	: 9434243892

PG-19/232

Registrar

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
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16BSUHH010220

Important information about your offer of a place on Master of Business Administration

Programme code: PFMBBSAA

Mr Sai Prakash Chowdary Karuturi

Hno 2-48
Jaithapur
Yedapally
Nizamabad
Telangana
503202

21 March 2019

Application No: 1928196 (Please quote this in all communications with the University).

Dear Mr Karuturi

Welcome to Cardiff University

We are delighted that you have chosen to apply to study at Cardiff University and are pleased to offer you admission to the programme of study detailed below.

Programme: Master of Business Administration **which will be based in the** Cardiff Business School.

You will study on the programme as a Full-Time student which will commence on 23 September 2019 which includes Enrolment week and is due for completion on 21 September 2020

OFFER: Conditional

Conditions/Comments: This offer is conditional. You must complete and provide evidence of the following pending qualifications:

Bachelor of Business Administration from The ICFAI Foundation For Higher Education with a minimum overall CGPA 6.5

Official evidence of all qualifications should be uploaded to the online applicant service (https://sims.cf.ac.uk).This is a revised offer and supersedes that previously issued. Cardiff University has a policy of asking applicants to pay a deposit towards their course tuition fees in order to secure a place at the University. Further information can be found at https://www.cardiff.ac.uk/for/prospective/postgraduate/funding/deposits-for-postgraduate-taught-programmes.html. After accepting your offer you need to pay a deposit. The deposit amount is £1000 and must be paid by 31/Jul/2019. Please note that the deposit payment will be required before the University can issue a Confirmation of Acceptance for Studies (CAS).

Provided you meet the exact conditions of your offer, including payment of any deposit by the stated deadline, we look forward to seeing you in September.

Confirmation of your full name

Your name as provided in your application is given at the top of this document. Please ensure it is correct and matches your official documentation (passport, birth certificate etc.) as this information will be checked at enrolment.

Confirmation of your fee status

Fee Status: Overseas

Your fee status has been assessed on the basis of the information provided in your application. If you think your fee status is incorrect you have 28 days, from the date of your offer, to query your status. You can submit a fee assessment questionnaire by going to our web pages at http://www.cardiff.ac.uk/public-information/students-applicants/admissions-policies/fee-status .

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Fees:

The fees for the first year of your programme of study are outlined below:

Tuition Fee: £21950 Fees stated are for 2019/0 entry and are fixed for the duration of your programme. Fees for entry in subsequent years are subject to increase and will be confirmed by the end of September in the year preceding your start date of your programme. Tuition fees cover all reasonable costs required for you to complete the degree programme stated. Please note that you may choose to participate

in study trips, associated placements or purchase equipment while studying on your degree programme which will be at your own cost. Tuition fees do not include living costs such as accommodation, subsistence or travel.

Important legal information:

As a student of the University you will be required to comply with the Terms and Conditions set out on the University Website at http://www.cardiff.ac.uk/public-information/students-applicants/admissions-policies/terms-and-conditions-of-offer. Details of the Terms and Conditions are also provided at the bottom of this letter. Please make sure you read these carefully as they contain important information about your rights and responsibilities as a student of the University.

What will be the next steps?

As your offer is subject to conditions, you must inform the Admissions Team as soon as you have satisfied the conditions of your offer. Please upload copies of any relevant certificates or supporting documentation using SIMS at https://sims.cf.ac.uk.

If your place is confirmed you will be required to enrol online at the start of your programme of study. You will be contacted approximately 3 weeks prior to the start date of your programme by e-mail with instructions on how to enrol.

Any questions?

If you have any queries or need information about your programme before you start, please do not hesitate to contact us by emailing admissions@cardiff.ac.uk

We look forward to welcoming you to our community at Cardiff University.

Yours sincerely,

Sally Rutterford

Head of Admissions

Telephone: +44 (0)29 2087 9999

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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Important information about your offer of a place on Master of Business Administration

Programme code:PFMBBSAA

University Assessment Regulations Handbook

The University Assessment Regulations Handbook confirms the rules that will apply to your studies. You are advised to familiarise yourself with the Regulations before commencing your programme.

http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations

Cardiff University - Terms and Conditions of Offer

Any offer of a place to study at the University is made to you on the basis that in accepting such an offer you agree to the following terms and conditions. These terms and conditions form part of the contract between you and the University.

Your offer

1. Your place is only guaranteed if the exact terms of an offer (including but not exclusive to compensating grades) have been met unless advised otherwise in official correspondence from the University.
2. Upon receiving your results if you have accepted your place as either firm or insurance choice but you have not met the exact conditions of your offer, the University reserves the right to make you an offer on an alternative programme. In the event that you are offered a place on an alternative programme you are not obliged to accept it.
3. The University will provide clear deadlines for supplying information/meeting the conditions of your offer.
4. Requests to change a programme/course of study during the application stage or on arrival at the University are not guaranteed and are subject to availability and meeting the terms of entry for that specific programme.

Payment of fees

5. The University determines a student's status for fee-paying purposes in accordance with the Assessment Regulations and Tuition Fee Policy, and with the University's Guiding Principles of Fee Assessment. Further details of the Regulations and Guiding Principles can be found at http://www.cardiff.ac.uk/fee-status
6. Where fees are due, it is your obligation to make arrangements at the beginning of your programme for the payment of your fees.
7. The University will invoice you for the full amount or remaining part of your fees for each year of your programme (including repeat years), unless (for each year of your programme) you have either:

- financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
- an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
- you have applied for and obtained a discount or remission of fees.

8. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Finance Office by the required date.
9. If you enrol on the basis that you are or will be applying for a tuition fee waiver (full or part–time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
10. If you are self-funding and have to pay your own fees, you can pay in a number of ways as set out in the University's fee policy. Full details of the University's Fee Policy can be found at http://www.cardiff.ac.uk/fee-policy.

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Accuracy of information

11. By accepting the offer of a place to study at the University you confirm and declare that the information provided by you or on your behalf in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
12. In the light of additional information which was not available at the time of selection, an offer may be amended or, in exceptional circumstances, withdrawn. The University also reserves the right to correct errors where they have been made in the communication of decisions and offers.
13. The provision of false or misleading information may make your admission and enrolment invalid and will entitle the University to terminate its contract with you in accordance with the Admissions Framework and where applicable the Applicant Fitness to Practise Procedure

Applicant behaviour

14. If you display behaviour/s that is in contravention of the University's Equality and Diversity or our Dignity at Work and Study Policy (which all students and staff of the University are required to adhere to) during any visit to the University or whilst making representation of the University (such as but not exclusive to, attending an interview, audition/workshop, or visit to the University)

we reserve the right to make your admission and enrolment invalid and will entitle the University to terminate its contract.

15. The University is committed to a policy of equality of opportunity and aims to provide a working, learning and social environment that is free from unfair discrimination. It aims to ensure that staff, students, visitors and all others associated with the University are treated with dignity, respect, and equity, regardless of inappropriate distinctions, such as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation (as identified under the Equality Act 2010 as 'protected characteristics').

Communications to and from the University

16. On enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly and in any event, at least once a week

University Regulations

17. By accepting the offer of a place at the University you agree to comply with the provisions of the Charter, Statutes, Ordinances and Regulations and such other rules and regulations as the University makes for its students from time to time ("the Regulations"). The Regulations can be found in the Academic Regulations Handbook at http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations
18. Key provisions of the Regulations of which you should be aware include:

a. The University's expectations for student attendance and academic progress, as set out in the Student Attendance and Engagement Procedure. If you fail to meet these expectations it may mean that you are not permitted to progress on your course.
b. The University's rules regarding academic misconduct and cheating, including plagiarism, the processes the University uses for plagiarism detection (e.g. Turnitin software) and exam conduct can be found at http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations. Breaking these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion in line with the Unfair Practice and/or Academic Integrity Procedures.
c. The University's rules regarding payment of money due to the University, which can be found in the Procedure for the Payment of Tuition Fees. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case.
d. The University's expectations of student behaviour, as set out in the Student Behaviour Procedure. Breaking these rules could result in an independent internal investigation and the imposition of sanctions, which may include expulsion from the University.
e. The Student's Fitness to Study Procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that lead to questions about your fitness and suitability to continue to study.
f. The University's rules governing fitness to practise, as set out in the Students' Fitness to Practise Procedure, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. Failing to observe these requirements may call into question a student's fitness to practise and result in an investigation and the imposition of sanctions, including expulsion from the University.
g. The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these programmes, or in some cases undertake placements, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.
h. Bound by the University Research Governance Framework which sets out ethical requirements for research projects and could result in discipline action if breached.
i. Where a student engages with a professional or industrial partner [hereafter placement provider] and a contract is drawn up between all three parties. You must comply with the requirements and rules of the placement provider and the University. Breaking these rules could result in a disciplinary process and the imposition of sanctions, which may include expulsion from the University.

Changes to University Regulations

19. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education. Please refer to the section on Variation of Arrangements in Part 1 of the Academic Regulations Handbook at http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations Changes are usually made for one or more of the following reasons:

a. To review and update the Regulations to ensure they are fit for purpose;
b. To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
c. To incorporate sector guidance or best practice;
d. To incorporate feedback from students; and/or
e. To aid clarity or consistency of approach.

20. The University will consult the Students' Union Elected Officers before making any substantive changes to the Regulations.
21. Any changes will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.
22. The updated Regulations will be made available on the University's website and may be publicised by other means so that students

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are made aware of any changes.

Variation

23. The University will make all reasonable efforts to deliver programmes and research opportunities leading to its awards as described in materials published by the University.
24. The University reserves the right for the Vice-Chancellor to vary arrangements in exceptional circumstances which are beyond the University's reasonable control. Examples of such circumstances may include:

a. acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious diseases;
b. fire, explosion or accidental damage;
c. collapse of building structures, failure of machinery, computers or vehicles;
d. labour disputes, including strikes and industrial and other action;
e. interruption or failure of utility service, including but not limited to electric power, gas or water;
f. the acts, decrees, legislation, regulations or restriction of any government;
g. the unexpected absence or departure of a key member of staff;
h. where the numbers recruited to a programme and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it.

25. Where such events occur the University will seek to minimise the impact on the student learning experience by, for example:

a. delivering a modified version of the same programme; or
b. making available to affected students learning or other support and other services and facilities as it considers appropriate; or
c. offering affected students the opportunity to transfer to another programme or to withdraw and be given reasonable support to move to another university.

26. The University will provide continued assurances of the standard and quality of the award. The University will inform students of any changes to learning support, services and facilities by the University as soon as possible.
27. In addition to the circumstances described in paragraph 24 above, the University will be entitled to make reasonable changes to its programmes where that will enable the University to deliver an equivalent programme or better quality of educational experience to students enrolled on the programme. Examples of such circumstances may include:

a. the content and syllabus of the programme where developments in the subject area make that necessary;
b. the location of the programme;
c. the method of delivery of the programme.

28. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult affected students in advance about any changes that are required. If the University changes a programme, students who are not satisfied with the changes will be offered the opportunity to transfer to another programme or, if required, to withdraw and be given reasonable support to move to another university or education provider.
29. The University does not exclude or limit in any way its liability for:

a. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
b. fraud or fraudulent misrepresentation.

30. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

Data Protection

31. The University may be required to share your personal data with placement providers or industrial placements to facilitate your studies.
32. The information provided in your application will be used by the University for the administration of your application, academic record and student and welfare services. It will also be used for research and the compilation of statistics to provide statutory returns. The University may also, in fulfilling its legal obligations, supply this information to outside organisations including the Police, the Home Office, Local Authorities or the Department of Work and Pensions and its Agencies. Where you are employed or sponsored by a third party during all or any of the period of your study at the University and the employer/sponsor has a direct interest in your status as a student at the University (for example your employer/sponsor is paying for your course), information regarding your attendance and performance may be given to your employer/sponsor.
33. If you have a disability, information you have provided in connection with that disability will be processed by the Disability and Dyslexia Service for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments if you receive an offer of a place to study at the University. Information about your disability will be given to other relevant staff who would reasonably need to have such information for the purposes of implementing any or all of the adjustments identified, if you accept the offer. You have the right to request that information about your disability is not disclosed to such staff and while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.
34. You agree that the University may hold and use the information which you supply to it, for the purposes to which these conditions of offer relate.
35. Full details of the University's data protection policy can be found at http://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection.

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36. You can see or find further information about the University's registration under the Data Protection Act by searching for Cardiff University on the Register of Data Controllers held by the Information Commissioner at: http://ico.org.uk/ESDWebPages/DoSearch

Cancellation Rights

RIGHT TO CANCEL

37. You have a statutory right to cancel this contract without giving any reason. The cancellation period will end after 14 days from the day you accept the offer of a place at the University.

HOW TO CANCEL YOUR CONTRACT

38. To exercise the right to cancel, you must inform the University of your decision to cancel this contract in writing. This can be done in either in a letter sent by post (where the date of posting can be verified) to Admissions, Mackenzie House, 30-36 Newport Road, Cardiff, CF24 0DE or by e-mail to admissions@cardiff.ac.uk.
39. To meet the cancellation deadline, it is sufficient for you to send your communication to the University before the cancellation period has ended.

EFFECT OF CANCELLATION

40. If you cancel this contract as set out above within 14 days from the day you accept the offer of a place, the University will reimburse you for all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
41. The University will make the reimbursement using the same means of payment as you used for the initial transaction.
42. If the payment is made by a sponsor or employer, the University will pay the refund the relevant party.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

43. If you cancel the contract after the statutory cancellation period has ended, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a part of your tuition fees, as set out in the University's Fees Policy.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

44. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a part of fees to cover the period from the beginning of the University's service to you to the date of cancellation, as set out in the University's Fees Policy.

General

45. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
46. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
47. The University's contract with its students does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Important information about your offer of a place on Master of Business Administration

Programme code:PFMBBSAA

Cancellation Form

Please complete this form and send by post to:

Admissions
Cardiff University
McKenzie House
30-36 Newport Road
Cardiff
CF24 0DE

Or send by email to mailto:admissions@cardiff.ac.uk

I hereby given notice that I wish to cancel my contract with the University to study a programme commencing in *September 2019.*

Name of student:

Student number:

Programme title:

Address of student:

Signature of student:

Date

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Important information about your offer of a place on Master of Business Administration

Programme code:PFMBBSAA

Complaints and Appeal Procedures

Complaints and Appeals Procedure for Applicants

At Cardiff University we are committed to the provision of high quality and fair admissions procedures for all our applicants. We recognise, however, that there may be occasions when an applicant will feel dissatisfied with the conduct of the University's admissions process or its outcome. The full Complaints and Appeals Procedure can be found here:

http://www.cardiff.ac.uk/public-information/students-applicants/admissions-policies/complaints-and-appeals

University Student Complaints Procedure

We hope that you will never need to use the University's Complaints Procedure, but it is important to familiarise yourself with the process should you ever need to raise a concern. You can find the full procedure here:

http://www.cardiff.ac.uk/public-information/students-applicants/complaints

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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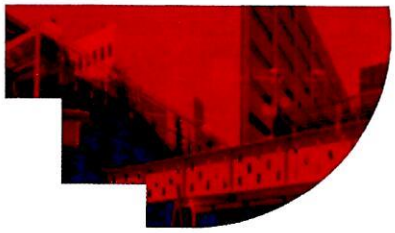

RMIT UNIVERSITY

RMIT University - CRICOS 00122A
RMIT English Worldwide - CRICOS 01912G
RTO - 3046
www.rmit.edu.au

Offer letter

Application ID: 2358789 | Student ID: 3777988

22 January 2019

Venkata Anusha Gonuguntla
Fno 301,Sy No 10,Vasavi Shanti Nikitan
Whitefield
Kondapur
Rangareddy Telangana 500084
INDIA

Dear Venkata Anusha,

Congratulations! RMIT University is pleased to offer you a place in the following program(s).

Master of Business Administration

Program Plan Code:	MC199P15	CRICOS:	077514D
Location:	City	Duration:	2 years
Commencement Date:	22 July 2019	Completion Date:	25 June 2021
Tuition Fee:	AU$ 33,024 annual	Total Tuition Fee:	AU$ 69,120 approximate

Conditions: You are required to:

- Academic:
  Successfully complete your Bachelor of Business Administration program and achieve a minimum GPA 5.5 (out of 10). Please submit a certified copy of your final results and completion letter as soon as they become available.
- Other:
  Attend an SSVF interview via Skype with International Admissions prior to accepting your offer and making payment for your program. The outcome of your SSVF interview may affect your eligibility for entry into your selected RMIT program. Please contact us at india@rmit.edu.au to arrange your interview.

Program Information:

- We wish to advise that this program may commence on the standard University commencement date, however late enrolment restrictions apply. For all enrolment and commencement dates please visit the RMIT Enrol as an international student webpage (go to International students' guide to enrolment - Attend your enrolment information session). This website will be updated regularly closer to your enrolment.
- You may be eligible for credit for previous study completed if your study/background is determined to be same discipline. If eligible, you may receive 48 or 96 credit point exemptions. If you wish to apply for credit, please submit a course syllabus (subject outline) for assessment. Alternatively, you may choose to be assessed at the time of enrolment for which you must bring along the course syllabus and the original or certified copies of your transcripts from your previous studies.

Scholarship offer

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You have been awarded the following scholarship(s):

Scholarship name: Future Leaders Scholarship

Scholarship details: This is a provisional scholarship offer which its duration corresponds with the start & end dates of your program outlined above. This will lapse if you do not accept your program by **15 February 2019**.

The tuition fees outlined above includes the scholarship entitlement which is a **20% tuition reduction** for your first calendar year of study. The tuition fee reduction will be applied to future calendar years of enrolment (to program completion) if you maintain **a satisfactory academic progress** during your studies.

If you have any queries regarding this scholarship or about the acceptance process, please contact us on isscholarships@rmit.edu.au

Scholarship terms and conditions: By accepting this offer you are agreeing to the International Scholarships Terms and Conditions. To view the latest version, visit *International Scholarships Terms and Conditions* and *Specific Terms and Conditions*

Offer Deposit

Program 1:	AU$ 16,512
Overseas Student Health Cover (OSHC):	AU$ 1,404 (Single)
Total Deposit:	**AU$ 17,916**

To accept your offer:

- Meet any conditions stated on this offer, if applicable.
- OSHC is calculated for visa-length single cover. If you require a different type of cover, please reply to your offer email indicating your preference. For policy and prices, please visit Medibank OSHC.
- Fees are subject to change without notice. Please refer to the Terms and Conditions of your offer.
- When you accept this offer, you are agreeing to the Terms and Conditions attached with this offer letter. Please read them carefully.
- Accept online through the Applicant portal or the Agent portal.
- There are three ways to pay
  - Western Union (Accept and complete payment via your application portal)
  - AUD credit card at this secured link (You must accept your offer online before making payment). After payment, please email isacceptances@rmit.edu.au with your Name, Student ID, Transaction number and receipt.
  - Telegraphic Transfer (You must accept your offer online before making payment). After payment, please email isacceptances@rmit.edu.au with your Name, Student ID, Transaction number and receipt.

We look forward to welcoming you to RMIT.

Yours sincerely,

Paula Soon
Assistant Director, Pathways and Operations
RMIT University

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rmit.edu.au

RMIT UNIVERSITY

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

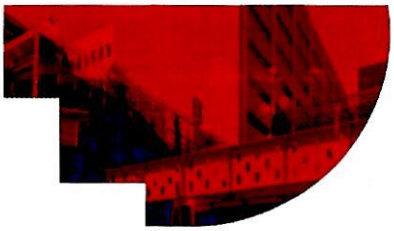

Terms of your offer

RMIT's offer is subject to the terms and conditions outlined in this document.

Dates

Most RMIT University programs are taught over two study periods (or semesters) a year unless your program structure states otherwise. The dates on the offer letter are indicative only and we will advise you if there are any changes.

Orientation and Enrolment

Enrolment is online for most RMIT programs, please check here for details: https://www.rmit.edu.au/study-with-us/international-students/apply-to-rmit-international-students/accept-your-offer/register-and-enrol

Orientation programs are run at the start of each semester across all RMIT campuses. For registration and more information, please go to: https://www.rmit.edu.au/students/new-student-guide

Offer and Fees

RMIT's offer is subject to the availability of places in the program. RMIT reserves the right to close, amend, change or withdraw program and/or course offerings without notice. The program tuition and other fees are indicative only and subject to change on an annual basis by no more than 7.5%. Conditional Offers require all outstanding conditions to be met prior to the last day of enrolment. Link to more details https://www.international.rmit.edu.au/info/programfees.asp

Non Tuition Fees

Details of additional fees and costs are available here www.rmit.edu.au/programs/fees/otherand include things such as books and field work, excursions or laboratory practicals. Other non tuition fees include Overseas Student Health Cover (OSHC) and annual Student Services Amenities Fees (SSAF).

Travel and Living Expenses

You must have sufficient funds to travel to Australia and for living expenses for the duration of your study in Australia. For more details please visit: http://www.border.gov.au/Trav/Stud/More/Student-Visa-Living-Costs-and-Evidence-of-funds

Program Guides

Detailed information about your program including contact hours, course outlines, assessment criteria and learning goals. Your program may include compulsory or elective online study, work integrated learning or work placements, community based learning or research arrangements. Details for your program can be found here: https://www.rmit.edu.au/students/student-essentials/program-and-course-information/handbook-program-guides

OSHC

All international students (and their dependents) require Overseas Student Health Cover (OSHC) for the duration of their student student and student dependent visas. Fees quoted on the offer letter are indicative and are subject to change on 01 May each year. For more information about OSHC, please visit: https://www.rmit.edu.au/study-with-us/international-students/apply-to-rmit-international-students/student-visas/health-cover-requirements

Visas and Change of Provider (Release)

If you are intending on applying for a student visa or you already have a student visa, RMIT will provide you with an electronic confirmation of enrolment (eCOE) for each program that you accept. Students transferring to RMIT from another Australian provider, prior to completing six months of the principal course, may be required to provide evidence of a release letter before an RMIT eCOE can be issued.

Refunds

A refund for commencing students may be given if a written application is submitted to RMIT with appropriate supporting documentation and in accordance with the relevant timeline. More information can be found here: https://www.rmit.edu.au/study-with-us/international-students/apply-to-rmit-international-students/fees-and-scholarships/refunds

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rmit.edu.au

RMIT UNIVERSITY

Under 18's

If you are under 18 years of age at the time of enrolment into your first program at RMIT, your parents or guardian must co sign the acceptance agreement. In addition, parents or guardians must nominate appropriate accommodation and welfare arrangements. All under 18 students must book the RMIT airport pick up service to transport you (and your family) from the airport to your accommodation. Please visit the link for more inforation: https://www.rmit.edu.au/study-with-us/international-students/apply-to-rmit-international-students/student-visas/students-under-18-years-of-age

Complaints and Appeals

If you want to complain or appeal against and RMIT decision which affects you, you must first contact RMIT Global Student Recruitment at intladmissions@rmit.edu.au. General information can be found here: www.rmit.edu.au/students/student-essentials/rights-and-responsibilities/complaints

RMIT Training and RMIT English Worldwide (REW)

RMIT Training and REW are separate educational institutions and therefore have separate policies and procedures to RMIT University. Students enrolled in RMIT Training or REW courses (ELICOS) are subject to relevant policies and procedures. For more information, please visit: https://rmitenglishworldwide.com/elicos

Your Personal Information

RMIT University makes every effort to use and destroy your information in accordance with its Privacy Policy and in accordance with Australian Privacy Laws. Your personal information is collected at application, acceptance and during enrolment to meet legal obligations and to assist with your compliance with the conditions of your visa and Australian immigration laws generally. This means that the information that you provide to us may be made available to the Australian government, State agencies and other authorities under the ESOS Regulations 2001, and the National Code 2018. In some circumstances, information about you can be shared without your consent where authorised by law.

Your Documents

The National Code 2018 requires you to keep a copy of this agreement, any receipts or other evidence of payment of fees.

Your Contact Information

You must notify RMIT of your current address, mobile number and email address. You are required to update any changes to these details within 7 days. You are also required to provide the name and contact details of an emergency contact person.

Autonomous Sanctions

RMIT University is subject to Australian sanctions laws that may affect your eligibility to enrol in particular programs. Applicants from sanctioned countries are encouraged to apply early and allow additional time for their application to be processed. For more information about Australian sanctions laws, including a list of sanctioned countries, please visit http://dfat.gov.au/international-relations/security/sanctions/sanctions-regimes/pages/sanctions-regimes.aspx

ESOS Statement

RMIT University and RMIT Training are governed by the regulations and guidelines of The Education Services for Overseas Students Act (2000) (the "ESOS Act") and the National Code 2018. For full details, please go to: https://internationaleducation.gov.au/regulatory-information/Pages/Regulatoryinformation.aspx

Tuition Protection Service (TPS)

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their program or course of study. The TPS ensures that international students are either able to:

- Complete their studies in another program or with another education provider in the event that RMIT is not able to deliver the program; or
- Receive a full refund of their unspent tuition fees within 14 working days.

For more information, please visit https://tps.gov.au/

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RMIT UNIVERSITY

16BSUHH010385

RCI Logistics Pvt. Ltd

RCI Containerised Solutions

(An ISO 9001 - 2015 Certified Company)

CIN - U60231TG2001PTC064387

Dt: 5th Mar'21

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Ms. Srishti Gupta has worked in our organization at our Head Office from 1st Aug'2019 to 27th Dec'2020 as Management Trainee.

During her service with us, we found her to be very hardworking, knowledgeable, effective and sincere. She carried out all duties entrusted to her willingly, effectively and to our entire satisfaction.

She left us on her own accord to better her prospects. We wish her best of luck and success in her future endeavors.

For M/s RCI LOGISTICS PVT LTD

05/03/21

HR MANAGER

RCI Logistics Pvt. Ltd. Hyderabad NH-7, Near Railway Crossing, Kompally

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

amazon

25 July 2019

PRIVATE & CONFIDENTIAL

To whom it may concern,

Re: Aizaz ur rahman taha Mohammed
Address: 5-4-18/1maqdoom nagarsangareddytelangana, India

This letter is to confirm that **Aizaz ur rahman taha Mohammed** is currently employed at Amazon Development Centre (India) Private Limited.

Aizaz ur rahman taha Mohammed is employed as a **Quality Specialist** and commenced employment with Amazon on **29 July 2019.**

The above information is given in the strictest confidence and with no liability accepted by the company or any of our employees. This information should not be divulged to any third party without first seeking permission from the respective Amazon entity.

On benalf of
Amazon Development Centre (India) Private Limited

Kind Regards,

ABasu

Arijit Basu
Sr. Manager, HR Operations – HR Services

S. Vijayalakshmi

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(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W)
Bangalore - 560 055. Karnataka India
Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :
U72200KA2004FTC034233

16BSUHH010266

amazon

04 July 2019

PRIVATE & CONFIDENTIAL

To whom it may concern,

Re: Nikita Jain
Address: , India

This letter is to confirm that **Nikita Jain** is currently employed at Amazon Development Centre (India) Private Limited.

Nikita Jain is employed as a **Tron Associate** and commenced employment with Amazon on **08 July 2019**.

The above information is given in the strictest confidence and with no liability accepted by the company or any of our employees. This information should not be divulged to any third party without first seeking permission from the respective Amazon entity.

On behalf of
Amazon Development Centre (India) Private Limited

Kind Regards,

ABasu

Arijit Basu
Sr. Manager, HR Operations – HR Services

S. Vijayalakshmi

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

16BSCHH010492

ALIENS DEVELOPERS

'Intelligent Living'

OFFER LETTER

Dear Kodavati Suseela,

We are pleased to offer you the position of **"Business Associate"** and require you to join on or before **7th May 2019.**

The following are the terms and conditions of our Company **M/s Aliens Developers Pvt. Ltd.**

Your Annual Cost To Company is **INR 3,00,000/- (Rupees Three Lakhs Only)** with fixed pay being **INR 2,28,000/- (Rupees Two Lakhs Twenty Eight Thousand Only)** and performance-linked uncapped variable pay of **INR 72,000/-(Rupees Seventy Two Thousand Only).**

Code of Conduct

- Your designation is merely indicative of the responsibilities, which you are required to carry out. The Company shall be entitled to require you, at any time, to perform any other administrative, managerial, supervisory, or other functions and you will be bound to carry out such functions.

- You will devote full time to the work of the company and shall not undertake any other direct/indirect business or work, honorary or remunerative, except with the written permission of the Company.

- As long as you are in the employment of the Company, you will, at all times, observe secrecy and confidentiality in respect of any technical, trade or business data or any other information that might come to your knowledge or possession, which according to the Company, are necessarily confidential and form valuable property of the Company and not made available to the trade and furthermore, you will not disclose them without authority of the company to anyone other than the Company's Officers authorized to receive them and even after you have ceased to be in service of the company, you shall not disclose them to anyone.

- You shall maintain proper discipline and dignity of your office and shall deal with all matters with sobriety.

- You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.

- You will forthwith inform the Company of any change in your residential address.

- You will observe work timings and holiday as applicable to your location and place of work in compliance with the HR policies.

- Upon leaving the Company you will not take with you any drawing, tracing, print or other reproduction or data, tables, calculations, letters or other documents or any other writing or copy of writing of any nature whatsoever pertaining to the business of the Company or any of its subsidiaries.

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

ALIENS DEVELOPERS
'Intelligent Living'

Terms & Conditions

- You will be entitled to leave in accordance with the Company Rules.
- Increments are not automatic but will be based solely on efficient, satisfactory and loyal discharge of duties as assessed by our performance appraisal systems.
- It is agreed that it shall be open to the Company from time to time to vary any remuneration, benefit, facility or perquisite that may be extended to you on a review of the Company's decision in this behalf.
- If during the period of your employment with us you achieve any invention process improvement, operational improvement or other processes/methods, likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use, utilize and such improvements .
- Your appointment is subject to submission of your credentials i.e. marks sheets, certificates, experience letter(s), id/address proof etc. and background verification clearance.
- Please return the duplicate copy of this letter duly signed in token of acceptance of the terms and conditions of employment.

Notice Period

Your employment will be subject to termination on 30 days' notice on either side or salary in lieu thereof.

We welcome you onboard and wish you success in your career with us. We look forward to your contributions in taking the company ahead and an exciting work relationship.

S. Vijayalakshmi

I hereby, accept the terms & conditions of the employment offered in totality.

ALIENS DEVELOPERS PVT. LTD.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Avinash Upadhyay
HR Head

5.2.2

BBA

2020

skema
BUSINESS SCHOOL

14BSUHH010261

CERTIFICAT DE SCOLARITE

Enrollment Certificate

Le Registraire de SKEMA Business School certifie que :
The Registrar Office of SKEMA Business School hereby confirms:

M. PARUPALLI Ashish Sahu

Né(e) le : 16/06/1995 à KHAMMAM, TELANGANA - INDE
Born on: 06/16/1995 in KHAMMAM, TELANGANA - INDIA

est inscrit(e) à SKEMA BUSINESS SCHOOL, au programme :
is enrolled at SKEMA BUSINESS SCHOOL for the program:

Two-Year Master of Science, 2ème année, 2-YEAR MSc

sanctionné par la délivrance du DESMI*, diplôme reconnu par le Ministère de l'Enseignement Supérieur, de la Recherche et de l'Innovation.
attested by the DESMI degree recognized by the Ministry of Higher Education, Research and Innovation.*

**Diplôme d'Etudes Spécialisées en Management International (Bac+5 - Level 7)*

Pour l'année universitaire : 2020-2021
For the school year: 2020-2021

Fall Semester - Campus Paris - La Défense (FRANCE)

Spring Semester - Campus Paris - La Défense (FRANCE)

Cette attestation est établie pour servir et valoir ce que de droit.
This certificate is issued for all legal intents and purposes.

Date : 04/12/2020
Date: 12/04/2020

Le Service Registraire
Registrar Office

skema BUSINESS SCHOOL
ASSOCIATION LOI 1901
Avenue Willy Brandt
59777 - EURALILLE - FRANCE
Tel. +33 (0)3 20 21 59 62 - Fax +33 (0)3 20 21 59 59
www.skema-bs.fr - www.skema.edu

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14BSUHH010501

Gmail

Aditya Awasthi <awasthi.aditya54@gmail.com>

Admission Offer Letter from Jagran Lakecity University, Bhopal

1 message

Jagran Lakecity University, Bhopal <admission@jlu.edu.in> Thu, Aug 6, 2020 at 12:23 PM
Reply-To: "Jagran Lakecity University, Bhopal" <admission@jlu.edu.in>
To: awasthi.aditya54@gmail.com

JAGRAN LAKECITY UNIVERSITY

igniting minds; changing lives

Admission Offer Letter

Dear **Aditya Awasthi**,

Welcome to Jagran Lakecity University, Bhopal!

We are pleased to inform you that you have been selected for **LLM (Corporate and IP Law)** at **JLU School of Law** for academic session 2020. Please note that this offer is valid for 15 days post which your reserved seat will be released.

To confirm your seat for the program, please click here to go to your applicant dashboard and download your offer letter:

Download Offer Letter

Steps to download your offer letter:

Step 1: Click on **Download Offer Letter** above
Step 2: Click on to download your offer letter.
Step 3. Kindly follow the instructions mentioned in the offer letter to proceed further.

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HYDERABAD

For any further assistance please email us on admission@jlu.edu.in or call on 7471110101 / 7471110102.

We look forward to welcoming you to JLU Bhopal in July 2020.

Regards,

Admission Office:

Jagran Lakecity University, Bhopal

P: +91 755 6611101 / 6611102 | **W:** www.jiu.edu.in

Not interested? Unsubscribe here; you will not get any correspondences from JLU related to your application process once unsubscribed.

FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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15BSUHH010078

Macquarie University
NSW 2109 Australia
E: mi.indiaadmissions@mq.edu.au
mq.edu.au
ABN 90 952 801 237
CRICOS Provider No 00002J

MACQUARIE University
SYDNEY·AUSTRALIA

Student ID: 45675139 | Date of Birth: 13-Sep-1997

Letter of Offer

10 January 2020

Mr Nitin Reddy GOLI
62 agincourt road, marsfield
sydney NSW 2122
AUSTRALIA

Dear Mr Nitin Reddy GOLI,

Congratulations on your **successful** application to Macquarie University. We are delighted to offer you admission as an international student with this offer, which consists of the following course(s), subject to the following conditions(if any):

Master of Business Analytics (0100139)

Course duration:	1.5 years
Study periods:	3 Compulsory Study Periods of 0.50 years duration each
Total credit points required:	110.00
Campus:	North Ryde
Mode of Study:	Full-time
Orientation:	17 February 2020
Course start date:	24 February 2020
Course end date:	30 June 2021
Estimated fee per compulsory study period:	AUD$ 19,000
Estimated total tuition fee of this course:	AUD$ 52,663

PAYMENT REQUIRED TO ACCEPT OFFER

Degree Commencement Fee	+ AUD$ 0	
Overseas Student Health Cover	+ AUD$ 0 (19 months, No cover)	
Student Service Amenities Fee	+ AUD$ 154	
Total Amount Payable to Accept Offer:	**= AUD$ 154**	**Due: 27-Jan-20**

The university recommends that you accept your offer six (6) weeks prior to the course start date, to allow sufficient time for processing of your visa application.

Your offer of admission and the information contained in this letter of offer remains valid only for the academic intake stated. We look forward to welcoming you to Macquarie University. We wish you success in your future studies.

Yours sincerely,

Nicole Brigg | Pro Vice-Chancellor, International
Macquarie International

CRICOS Provider No. 00002J

For further information please contact **mi.indiaadmissions@mq.edu.au**

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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FURTHER DETAILS RELATING TO YOUR OFFER OF ADMISSION

Credit Granted As Recognition Of Prior Learning (RPL)

In recognition of your prior formal learning, you have been granted the following academic credit towards your studies at Macquarie University. These credit points only apply to the course(s) and major(s) or specialisation(s) specified in this letter and may not be valid towards other courses, majors or specialisations.

Credit towards course: Master of Business Analytics

Unit Code	Unit Title	Credit Points Granted
ACST8029	Capital Budgeting and Financial Modelling	10
ACST8052	Finance and Financial Reporting	10
ACST8034	Financial Institutions Management and Regulation	10
ACST8081	Mathematics of Finance	10
ACCG6011	Principles of Accounting	10
Total Credit Points Granted:		50

The number of credit points required to complete your course, as outlined in this offer, has been reduced accordingly. Full academic requirements for your course, including unit and credit point requirements are set out in the Macquarie University Handbook. Information on the University's RPL policies and procedures is available at mq.edu.au/rpl.

Commencement Fee

The Degree Commencement Fee will be applied to the first study period(s) of your Degree tuition fees. It is your responsibility to check the total tuition fee payable in your first study period(s), keeping in mind that it may differ from the estimated fee listed on this page. Visit mq.edu.au/international-fees for specific tuition fee notes relating to your course.

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HOW TO ACCEPT YOUR OFFER

Mr Nitin Reddy GOLI | Student ID: 45675139 | Date of Birth: 13-Sep-1997

MACQUARIE University
SYDNEY·AUSTRALIA

STEP 1

Read and understand the following documents:

- Letter of Offer (including Terms and Conditions of Offer)
- Vice-Chancellor Welcome Letter
- International Fee Refund Policy https://students.mq.edu.au/admin/fees-and-costs/refunds
- Scholarship Award (if applicable)

STEP 2

Pay the required fees to accept your offer:

1. **Calculate** the Total Amount Payable at the *Payment Details* section in the last page of this document.
2. **Organise Overseas Student Health Cover (OSHC):** All international students who require student visa to stay in Australia must hold OSHC.
   - If you choose the University's preferred provider – Allianz Global Assistance, please read the OSHC Essential Policy and Privacy Notice and pay the OSHC fees indicated in the Payment Details section.
   - If you choose a different OSHC provider, you must submit evidence of your OSHC policy when accepting your offer and deduct the OSHC fees in the *Payment Details* section.
3. **Make a Payment**
   - **From Outside Australia:**
     - Pay via Western Union Business Solutions StudentPay with a credit or debit card, online bank transfer in your home currency, or in-person payment at your local bank.
     - Get started: **student.globalpay.wu.com/geo-buyer/mq**
   - **From within Australia:**
     - Use BPay with Biller Code 50443 and reference number as your Student ID: 45675139
     - Other methods: mq.edu.au/international-payment

STEP 3

Email the following documents to mi.indiaadmissions@mq.edu.au by 27-Jan-20.

[ ] Completed and signed *Acceptance of Offer* form (last page of this document)
[ ] Proof of payment
[ ] Proof of OSHC (if not organized by the University)
[ ] Copy of passport identification page (if not provided already)
[ ] International under 18 welfare arrangement form (if applicable)

Please keep a copy of this agreement and receipts for all your payments to the University.

If you are applying through a Macquarie University representative, give your original documents to your representative.

STEP 4

Prepare for your arrival and arrange your accommodation

- Receive a Confirmation of Enrolment (COE) issued by Macquarie University
- Apply for your student visa (if applicable) with the Australian Department of Home Affairs homeaffairs.gov.au
- Plan your travel to Sydney mq.edu.au/travel-planning
- Arrange your accommodation mq.edu.au/accommodation
- Enrol into your classes mq.edu.au/accept-and-enrol

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

TERMS AND CONDITIONS OF OFFER

MACQUARIE University
SYDNEY·AUSTRALIA

Mr GOLI Nitin Reddy | Student ID: 45675139 | Date of Birth: 13-Sep-1997

By accepting this offer, I acknowledge and agree to the following terms and conditions:

Enrolment

- The information provided by me to support my application for admission is accurate and true. The provision of false information or lack of disclosure may lead to the cancellation of my enrolment and the university will report any such activity to the relevant authority.
- All documents I submitted with my application and acceptance of offer became the property of the University and will not be returned.
- I will attend the relevant orientations and access all University information and read my University-assigned email address at least once a week to inform myself and to enable me to comply with the requirements for my program of study. If I cannot attend the orientation, I must notify the International Admissions team.
- I will provide Macquarie University with details of my current residential address, mobile number, email address and next-of-kin details within 7 days of arriving within Australia and will notify the University of any change to those details within 7 days of the change for the duration of my study.
- I will obtain my Campus Card within 5 business days of commencing the studies at Macquarie University.
- I will notify Student Advocacy and Support at Macquarie University in writing immediately if I am unable to continue with my enrolment in this program, or to remain enrolled as a full-time student, studying on campus.
- I will read the course Handbook and inform myself of the course details, program specifications and inherent requirements. The program may contain compulsory and elective units which are offered Online or by External study mode or require work-based training or placement. I will not enrol in more than one-third of the units (or equivalent credits) of the program by online/external study. Nor will I enroll exclusively by online/external study in any compulsory study period.
- If I enrol in units which are contrary to academic advice, I am responsible for the consequences from enrolment in those units, including any fees and penalties that I am liable for, should I incur them for late enrolment and/or changing units.
- Some programs and/or units of study (subjects) require specific Maths prerequisites, as stated in NSW Higher School Certificate Math Syllabus terms. Students who have not completed High School in NSW will be required to demonstrate their Mathematics knowledge either through achievement of a certain result in their Foundation or Intensive Program Mathematics units or through additional testing. If I am not able to demonstrate the required prerequisite knowledge for entry into a Diploma program, or an Undergraduate degree or unit, I will need to undertake additional Math subject(s) and this may delay and/or extend the duration of my studies.
- If I defer my offer, a new offer of admission will be required. Higher fees than those quoted in this letter may apply and I may not be eligible for future intakes where entry requirements change, where entry is competitive, or where a program quota has been met.
- Macquarie University has a number of appeals policies which set out how to appeal a decision or lodge a complaint. I will read and follow relevant policy and procedures at students.mq.edu.au/study/my-study-program/appeals
- I will inform myself and act in accordance with the Macquarie University Student Code of Conduct and understand that misconduct may give rise to disciplinary proceedings: students.mq.edu.au/study/getting-started/student-conduct
- I will conduct myself in an honest, ethical and professional manner consistent with the values of Macquarie University Ethics Framework: mq.edu.au/ethics
- I am aware that acceptances received after the due date will be processed by the University. However, if I am unable to obtain my student visa in time to start your course, we will issue you with a new offer for the next available intake.
- I am aware that I will be placed in a course level according to my individual language needs and intended progression to Macquarie University. Any amendment to my study plans at the ELC will always be done in consultation with me, in line with the ELC Monitoring Student Progress Policy. If I need to extend my English language program further than specified on this offer letter, please refer to the ELC website: for information about courses and fees.

Fees and Charges

- Tuition Fees are charged on a per credit point basis.
- English Language Tuition Fees are charged on a per Study Block basis which consists 5 weeks of English Language Study
- Macquarie University reviews per credit point fee and weekly English Language Tuition Fee each year and reserves the right to increase tuition fees in future years. Estimated tuition fees in the letter of offer are based on published per credit fee for the current year and, or estimated per credit fee for future year(s) and standard study load in each compulsory study period to complete the program within the specified course duration.
- Information on the applicable per credit point fee and weekly fees for English Language course are available before enrolment.
- The costs and course information printed in this offer are accurate as at the date of this letter and apply only for the duration of any enrolment in the program offered to me.
- My financial liability for a program scheduled to commence in the offered intake may be subject to an increase and I will pay fees according to the fees rules and applicable policies.
- Students are not required to pay more than half of their course fees at the time they accept their offer, if the course is longer than 25 weeks. I can contact my Admissions Officer with any questions or concerns regarding the tuition fees or tuition fee deposits or due date listed on my Letter of Offer.
- I will access information regarding the costs related to studying at Macquarie University at: mq.edu.au/cost-of-living
- I will access information regarding the costs associated with living in Australia for me and any dependents accompanying me at: studyinaustralia.gov.au/english/live-in-australia/living-costs
- The Student Services and Amenities Fee (SSAF) listed in this offer is indicative of the year stated, and based on a full-time student enrolment load per study period. I am liable to pay the SSAF applicable for each study period in which I enroll, however, I will only be charged the SSAF after the census date. The SSAF is subject to annual review by the University , and will increase each year of the period of study (subject to a Government specified cap on indexation),effective at the start of each calendar year.
- Students are subject to other fees, charges and conditions for each study period in which they enrol and are advised to check the current fees, charges and conditions with Macquarie University before enrolling at any time. In subsequent study periods, an AUD$200 late payment fee will be incurred if payment is made after the payment due date. Should I enrol in year-long units, I will be required to pay the fees for these units in full and upfront by the fee deadline in my first session of study.The OSHC premium quoted in the letter of offer is accurate as at the time of offer and is subject to an annual increase.

Refunds and Transfers

- I have read the Macquarie University International Fee Refund Policy which forms part of this agreement, and accept its terms and conditions, which the University may alter without prior notice. Please check the refund policy before enrolment in each study period at https://students.mq.edu.au/admin/fees-and-costs/refunds
- In the unlikely event that Macquarie University is unable to offer my course, the University is obliged to provide a refund of unspent, prepaid tuition fees under the Tuition Protection Service (TPS). TPS is a placement and refund service for international students provided by the Australian Government.
- The University retains the right to grant or refuse my release request to transfer to another education provider within the first six months of study in my principal course.

Privacy

- Information is collected on this form and during my enrolment in order to meet the University's obligations under the Education Services for Overseas Students (ESOS) Act 2000 (ESOS Act) and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code); to ensure your compliance with the conditions of your visas and your obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act, the ESOS Regulations 2019 and the National Code. Information collected about me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988 and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager . In other instances information collected on this form or during my enrolment can be disclosed without my consent where authorised or required by law.
- Macquarie University may disclose information about my progress in the course to other educational institutions, which I am, or have been, a student at, where disclosure is necessary for the purpose of complying with the University's obligations under a collaboration agreement with the relevant educational institution.
- Macquarie University may also collect, use and disclose my personal information in accordance with the applicable privacy collection notices within the policy framework: https://mq.edu.au/privacy
- I consent to the sending and receiving of electronic messages for the purposes of the University sending me information relevant to my studies, personal safety, and university life in accordance with the Spam Act 2003 (Cth) and any corresponding regulations for electronic communication methods.
- Macquarie University can publish information on any awards and prizes I have been awarded and, where appropriate, the results for my honours program of study.

Students Under 18 Years Old Only

- If my welfare arrangements are approved by Macquarie University I must stay in an approved homestay until I turn 18, or my course finishes, whichever comes first.
- If I am not living with a parent or nominated relative I must meet regularly with a student advisor.

Legal Requirements

- Information about the ESOS framework and the National Code is at: internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code
- Any school aged dependents accompanying me to Australia will be required to attend school and this will incur additional charges.
- Macquarie University may at any time vary these Terms and Conditions by publishing the varied Terms and Conditions on the University's website and is under no other obligation to notify me of any variation to these Terms and Conditions.
- Macquarie University, its agents, contractors and employees will not be liable for me for any loss or damage arising directly or indirectly from my failure to check the available information or from Macquarie University's amendments to any fee, charge or terms.
- Macquarie University will use its reasonable efforts to provide the course as advertised but may, at its sole discretion, postpone or cancel the course, alter any part of the course, including but not limited to their content, structure, entry requirements (including score conversions), practical training requirements and graduation requirements.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
Deemed to be University Under Section 3 of the UGC Act, 1956

ACCEPTANCE OF OFFER

Mr Nitin Reddy GOLI | Student ID: 45675139 | Date of Birth: 13-Sep-1997

MACQUARIE University
SYDNEY·AUSTRALIA

PERSONAL DETAILS

Title:	**Mr**	Gender:	**Male**
Given name(s):	**Nitin Reddy**	Date of birth:	**13-Sep-1997**
Family name:	**GOLI**	Country of birth:	**INDIA**
Passport number:	**L2211467**	Citizenship:	**INDIA**

COURSE DETAILS

Course Name	Start Date	End Date
Master of Business Analytics (0100139)	**24 February 2020**	**30 June 2021**

PAYMENT DETAILS

Degree Commencement Fee	+ AUD$ 0
Overseas Student Health Cover (19 months, No cover)	+ AUD$ 0
Student Service Amenities Fee	+ AUD$ 154
Total Amount Payable to Accept Offer:	**= AUD$ 154**
Less Scholarship (if applicable):	– AUD$
Net Amount Payable:	**= AUD$**

Tick **one** method of payment and attach proof of payment

[ ] Western Union StudentPay (Debit or Credit Card)
[ ] Western Union StudentPay (Telegraphic Transfer)
[ ] BPAY (Biller code: 50443 Reference number: 45675139)
[ ] Other (Please specify):

CONFIRMATION OF ENROLMENT (CoE)

Your CoE will be forwarded to the email address you nominate below.
Issued once payment is verified and all required documents are received.

Your current location when applying for student visa:	**[ ] Australia** **[ ] Overseas**
Email address for CoE:	
Contact phone number:	
Contact address in Australia (if you are currently in Australia):	

DECLARATION

By signing this document, I acknowledge and agree that I have read, understood and accepted the following:

- Details of the Offer;
- Duration and structure of the course offered;
- Terms and Conditions of the Offer;
- Macquarie University International Refund Policy
- Recognition of Prior Learning Assessment (if applicable)
- International under 18 welfare arrangement form (if applicable)

Student's Signature _____ Date (DD/MM/YYYY) _____

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University Under Section 3 of the UGC ACT, 1956

UNDER 18 YEARS OF AGE

If you are under 18 years of age, please read the Students Under 18 Years of Age requirements mq.edu.au/under18.
Your parent or legal custodian must also sign this offer (cross out the one that does not apply).

Parent / Legal Custodian Name _____ Parent / Legal Custodian Signature _____ Date (DD/MM/YYYY) _____

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AUCKLAND UNIVERSITY OF TECHNOLOGY
TE WĀNANGA ARONUI O TĀMAKI MAKAU RAU

MASTER OF MARKETING

WITH MERIT

Awarded to

Sarthak Daruka

Who has completed the prescribed programme of study and has satisfied all statutory requirements for this qualification

Chancellor

Vice Chancellor

Director, Student Administration

27 August 2020

Date Granted

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

This document, when viewed within the myfinals portal, verifies the authenticity of the qualification granted by Auckland University of Technology. It is a digitally certified rendition of the graduation parchment originally given under the seal of the Auckland University of Technology. Auckland University of Technology cannot verify this document's authenticity in printed format.

1SBSUHH010270

NEW YORK INSTITUTE OF TECHNOLOGY
Vancouver

LETTER OF ACCEPTANCE

Date (YYYY/MM/DD): 2020/09/14

PERSONAL INFORMATION

1 Family Name: Ambati	2 Given Name: Naga Sai Ganesh
3 Date of Birth (YYYY-MM-DD): 1998-05-29	4 Student ID Number: 1272852
5 Certificat d'acceptation du Québec (CAQ) or Ministère de l'Immigration, Diversité et Inclusion (MIDI) letter: ☐ Yes ☒ No	CAQ Number / Expiry / /
6 Student's full mailing address: HNo 15-309,PRT Street Dharmavaram,Anantapur Anantapur, AP 515671 India	

INSTITUTIONAL INFORMATION

7 Full name of institution: New York Institute of Technology - Vancouver campus		8 Designated learning institution number: O19280365272	
9 Address ofinstitution			
P.O. Box: 10104	Street no.: 701	Street Name: West Georgia Street	
City/Town: Vancouver	Province/Territory: BC	Postal Code: V7Y 1K8	
10 Telephone number: (604) 639-0942	Extension:	11 Fax number: (778) 371-7928	12 Type ofSchool/Institution: ☐ Public ☒ Private
13 Website: www.nyit.edu/vancouver		14 Email: vancouverinfo@nyit.edu	
15 Name of contact: Mr. Ben Thapa	Position: Senior Director, Admissions, Marketing and Recruitment	Telephone number: (604) 639-0942	Extension: #1
16 Name of alternate contact: Ms. Irene Young	Position: Campus Dean	Telephone number: (604) 639-0942	Extension: #5905

PROGRAM INFORMATION

17 Academic status: ☒ Full-time ☐ Part-time; Hours of instruction per week:	18 Field/Program of Study: Business Administration
19 Level of study: Graduate/Master's degree	20 Type of training program: ☐ Vocational ☒ Academic ☐ Professional ☐ Other
21 Exchange program: ☐ Yes ☒ No	22 Estimated tuition fee for the first academic year: USD$20,006.35; Fees prepaid: ☒ Yes ☐ No
23 Scholarship/Teaching assistantship/Other financial aid: ☐ Yes Specify: ☒ No	24 Internship/Work Practicum: ☐ Yes Length: ☒ No Field of work:
25 Conditions of acceptance specified as clearly as possible: The student has met the admission requirements.	
26 Length of Program (YYYY/MM/DD): Start date: 2021/01/18; Completion date: 2023/01/31; Or minimum ____ years of full-time studies	27 Expiration of letter of acceptance (YYYY/MM/DD): 2021/01/18
28 Other relevant information: The student has paid the tuition deposit of USD$23,[illegible]	

Signature of institution representative (e.g., Registrar):

Printed name of institution representative: Ben Thapa

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15BSUHH0100f4

Sri Balaji Society's
Sri Balaji University, Pune (SBUP)
Private University(Sri Balaji University, Pune Act 2019 created under Maharashtra Act No.XII of 2019)
• Discipline • Dedication • Determination
S.No.55/2-7, Tathawade, Off Mumbai-Bangalore Bypass, Pune, Maharashtra State, India 411 033
Tel.: +91 20-66741235/1236 Mobile: 09673338787
Email : ftadmissions@sribalajiuniversitypune.org Website : www.sribalajiuniversitypune.org

Dr. (Col) A. Balasubramanian
Chancellor

Dr. Biju G. Pillai
Sr. Director (IT & Admissions)

SBUP/GEN/2020/BC-37 Date: **12th June 2020**

TO WHOMSOEVER IT MAY CONCERN

1. This is to certify that **Ms. ALAPATI HIMAJA** (Reg. No. 12-1043) is a bonafide student of **MBA** offered by **Balaji Institute of Modern Management (BIMM)** a constituent institute of Sri Balaji University-Pune, for the batch 2020-2022.

2. Her admission is purely on the basis of merit, the breakup of which is as under:-
   (a) 35% weightage for Entrance Exam such as CAT / MAT / CMAT / XAT / MAH-CET.
   (b) 30% weightage for Personal Interview.
   (c) 35% weightage for Group Discussion.
   (d) English essay writing for 10 marks.

3. Sri Balaji University, Pune, is established under the Maharashtra Act No XII of 2019 under the aegis of Sri Balaji Society.

4. The university at present has four management institutions: Balaji Institute of Modern Management (BIMM), Balaji Institute of Telecom Management (BITM), Balaji Institute of International Business (BIIB), and Balaji Institute of Management and Human Resources Development (BIMHRD).

5. Apart from these four institutions Sri Balaji Society also has a law college - Balaji Law College (BLC) and an Undergraduate and Graduate level college namely - Balaji College of Arts Commerce and Science (BCACS) and Balaji Junior College of Arts Commerce and Science (BCACS). BLC and BCACS are affiliated to the Savitribai Phule Pune University.

6. Sri Balaji Society was established in the year 1998, with a legacy of 20 years of excellent campus placement track record with more than 17000 alumnus across the globe. In the year 2019, Sri Balaji Society has been granted the status of Private University by Government of Maharashtra in the name and style of "Sri Balaji University, Pune SBUP".

7. This letter is issued for the sole purpose of Bank Loan.

Dr. Biju G. Pillai
Senior Director (IT & Admissions)

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT 1956)

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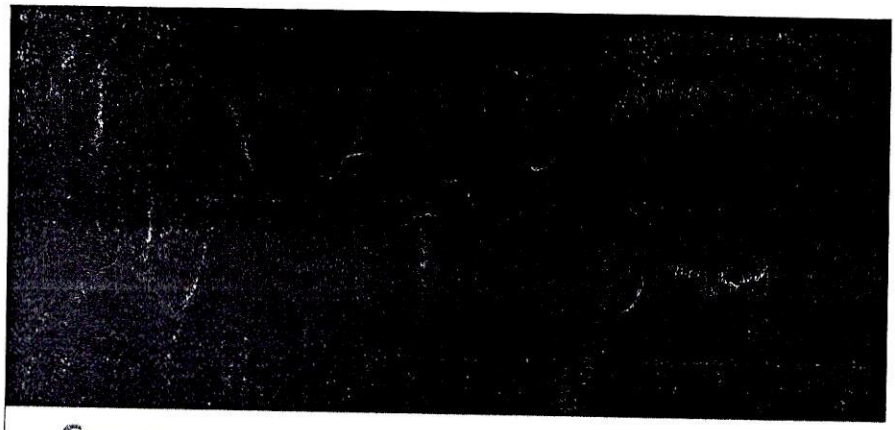

Seneca

Offer of Admission (Letter of Acceptance)

PERSONAL INFORMATION

Date (YYYY/MM/DD) 2020/09/08

Family Name **Bahirwani**	Given Name **Sharan Tarun**
Date of Birth (YYYY/MM/DD) **1998/02/01**	Student ID Number **137023198**
Mailing Address **1-8-215, 4 Jawahar Nagar,, Prenderghast Road, Secunderabad, Andhra Pradesh, 500003 , India**	

INSTITUTIONAL INFORMATION

Full Name of Institution **Seneca College**		Designated Learning Institution Number **O19395536013**
Address of Institution **1750 Finch Ave. East**		
City/Town **Toronto**	Province/State **Ontario**	Postal Code **M2J 2X5**
Telephone number **416-491-5050**		Type of School/Institution **Public**
Website **senecacollege.ca**		Email **internationaladmissions@senecacollege.ca**
Name of Contact **International Admissions Office**		Telephone number **416-493-4144** / Extension **N/A**

PROGRAM INFORMATION

Academic status **Full-time**	Hours of Instruction Per Week **19**	Field/Program of Study **Marketing Management**
Credential and Year of Study **Ontario College Graduate Cert Year 1-Level 1**		Type of Training Program **Academic**
Exchange Program **No**		Estimated Tuition Fee for Two Semesters **$ 15029.66**

Co-op/Work Placement
Yes Work placement is essential, integral and <50% of the program.

Conditions of acceptance specified as clearly as possible
No Conditions

Length of Program (YYYY/MM/DD)
Start date 2021/01/11 Completion date 2021/08/20

Letter of Acceptance is valid until (YYYY/MM/DD)
2021/01/11

Other Relevant Information
Offer of Admission will be withdrawn if fees are not paid by the deadline on the attached fees notice.

Signature of institution representative:

Printed name of institution representative: Sharon Kinasz, Registrar

Seneca College International Admissions | 1750 Finch Ave. E. | Toronto, Ontario, Canada | M2J 2X5

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16BSUHH010199

Gmail

Hasika Manchukonda <hasi.manchukonda@gmail.com>

Opening Day 13th July- Msg from the Dean

1 message

Academic Affairs - SDA Bocconi AC <academicaffairs@sdabocconiasiacenter.com> 8 May 2020 at 11:11
To: Hasika Manchukonda <hasi.manchukonda@gmail.com>

Dear Hasika,

Greetings!

Congratulations on securing admission to the International Master in Business (IMB3) program – 2020-22.

Please find below academic calendar update directly from the Dean - Prof. David Bardolet.

Dear IMB3 students,

I hope this finds you and your families safe and well. We have not had a chance to personally meet yet but let me already welcome you to the IMB program. I hope we can meet soon. We have been **closely following** the evolution of the **COVID emergency** in our country in order to adjust our **academic calendar** in accordance to **government guidelines** and with **your safety as the main priority**.

This is the academic calendar for IMB3 moving forward.

IMB3 will **officially start on Monday, July 13th**, in **virtual mode**. We will deliver the initial **courses online** (both synchronous and asynchronously) until **country policies allow us** to **shift** to **campus classes**. We do not expect that shift to happen until September 1st. Therefore, we are looking **at half of the program's 1st Term** (from July 13th to September 1st) to be **delivered online** and the **second part** (from September 1st to October 1st) to be **delivered face to face on campus** (again, if country advisories and our own allow for that shift). After we finish the 1st term, the 2nd term will start on campus on October 2nd as originally planned.

This is the calendar you can expect.

1st Week (July 13-18)
ACCOUNTING PRE-COURSE
BUSINESS CASE ANALYSIS PRE-COURSE

2nd Week (July 20-25)
QUANTITATIVE METHODS PRE-COURSE
MARKETING PRE-COURSE

3rd Week (July 27-31)

FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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Career Services Bootcamp, with intense individual and group sessions to start exploring job profiles and working on your own.

August-September
Six foundations courses. For most of them, you will have about half the course sessions taught online and half of them on campus as we reopen it in September.
The courses are:

QUANTITATIVE METHODS COURSE
COMPETITIVE ANALYSIS COURSE
INVESTMENTS COURSE
ACCOUNTING AND CONTROL COURSE
FUNDAMENTALS OF ECONOMICS COURSE
WRITTEN COMMUNICATION WORKSHOP

At **SDA Bocconi Asia Center**, we have a **fantastic e-learning platform** that allows for online course delivery with low bandwidth demands but **high levels of faculty-student interaction**. Additionally, we will **organise regular small-group online meetings** to make sure your learning is happening as intended. **Our faculty** here in **Mumbai** and in **Milan** have spent the **past months** teaching all kinds of courses on this **online platform** so they know very well how to deliver the **courses effectively** in that environment. We have also experienced how online learning, while lacking the closer interaction that happens in a classroom, also has its advantages in terms of pace of learning and assimilation.

Importantly, we have also decided to offer you some **online webinars** as you wait for the beginning of the program. It will be a **good opportunity to meet some of the faculty** you will have during the program while they cover some **fundamental concepts** in all the basic disciplines. This way, when we start in July, you will already have **a level of familiarity** with the **basic business and management concepts**, which will help you learning faster once the courses start. These webinars (no more than once a week) will start in the second half of May. We will provide you with a schedule soon.

In summary, **we are ready to provide you with the full learning experience that you signed up for, while also promising you to put your personal health and safety at the top of all our decisions.**

On behalf of SDA Bocconi and all the people here at SDA Bocconi Asia Center, I welcome you once more and look forward to start with all of you this exciting journey!

Warm regards,

REGISTRAR
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Prof. David Bardolet
Dean

Best Regards,

Student and Academic Affairs Team
SDA Bocconi Asia Center
9th floor, Hiranandani Knowledge Park
Powai, Mumbai- 400076 India

Tel. +91 (022) 4086 7000
www.sdabocconiasiacenter.com

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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UNIVERSITY of GREENWICH

Direct Line: +44 (0)20 8331 8136
Direct Fax: +44 (0)20 8331 8625
E-Mail: international@gre.ac.uk

Applicant ID: 001084350
Date: 27 August 2020

OFFER OF PLACE

Full Name as shown in Passport: Dhheeraj Reddi Kaidapuram

Passport Number: P3937982

Date of Birth: 06/06/1998

Programme Offered: MBA International Business 24 Months

The duration of this programme is 24 months, including 12 months of certified work experience after the completion of taught courses but in conjunction with independent research. The student is responsible for sourcing suitable certified work experience. These placement opportunities are not restricted to the UK. If no suitable certified work experience is available after successful completion of the taught courses and dissertation the student will graduate with a MA International Business.

Academic and English Language conditions: Unconditional

Mode of Attendance: Full Time

Start Date: 14/09/2020

Duration of Programme: 2 years

Campus: Greenwich

Campus Location: 30 Park Row, Greenwich, London SE10 9LS

Tuition Fee for Year of Offer: £16000

Financial Condition: Minimum pre registration deposit of £3000 (See conditions below):

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University of Greenwich
Greenwich Campus
Old Royal Naval College
Park Row
London SE10 9LS
Telephone: +44 (0)20 8331 8000

UNIVERSITY of GREENWICH

Thank you for your application to the University of Greenwich. I am pleased to offer you a place on the programme specialised above. You will shortly receive a second emailed offer letter, which will include your Applicant ID (beginning in 001). If you have not received this email and wish to pay your deposit, please contact your agent who will obtain the 'Applicant ID' from the university.

To accept or decline this offer please reply to accepts@gre.ac.uk within 28 days to let us know. If you do not reply within 28 days, then we may be unable to guarantee your place, as it may be offered to another applicant. Please ensure that you include your Applicant ID in your response.

Tuition Fee & Pre Registration Deposit

The pre-registration deposit is the first payment towards your tuition fees; it reduces the tuition fees payable on registration and confirms your place on the programme offered. It can be paid by a Bank Draft made payable to the University of Greenwich or by direct transfer to the university's bank account.

The deposit paid to confirm the offer of place is only refundable where the applicant provides evidence that the application for a student visa was not accepted for the year the academic offer was made.

Full details of tuition fees, the pre-registration deposit, how to pay the deposit, university bank account details, available bursaries and scholarships and links to the charging and refund policy can be found at https://www.gre.ac.uk/finance/fees or by contacting international@gre.ac.uk

For Ds assessed as paying fees at the **international rate**, tuition fees are subject to an annual fee setting exercise and will rise annually by no more than RPI – X +3% (Retail Price Index excluding mortgage interest rates +3%). We would only consider an increase to the fee rate for continuing students to reflect the increased cost of delivering the course in subsequent years.

Visa

This offer cannot be used to obtain a Tier 4 student visa.

As an international fee paying student you will probably need a Tier 4 Student Visa to study with us. If you do require a Tier 4 Student Visa to study in the UK, please refer to the University Sponsorship Policy at http://www2.gre.ac.uk/current-students/regs/?a=1441173.

Information on how to apply and the requirements for your student visa to study with us can be found on the UK Government website at https://www.gov.uk/browse/visas-immigration/student-visas

Useful information is also available on the UKCISA (UK Council for International Student Affairs) web-link http://www.ukcisa.org.uk/

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(Deemed to be University under Section 3 of the UGC ACT,1956)

University of Greenwich
Greenwich Campus
Old Royal Naval College
Park Row
London SE10 9LS
Telephone: +44 (0)20 8331 8000

UNIVERSITY of GREENWICH

It is your responsibility to ensure that you are in possession of an appropriate and valid visa.

Tier 4 Student Visas are institution specific; if you have studied in the UK previously and hold a student visa for another institution you will need to make a new visa application before you can register at the University of Greenwich.

One of the requirements of the UK Visa & Immigration (UKVI) when applying for the first time or renewing your student visa is that you provide proof that you have sufficient funds to cover the costs of the tuition fees for your first year of study plus the minimum UKVI maintenance requirement. The minimum maintenance requirement will depend on which campus you will be studying at.

Our Maritime Greenwich and Avery Hill Campuses are *'in London'* and our Medway Campus is *'outside London'*. Please ensure that you are aware of UKVI requirements on the minimum amount required, how you provide evidence of this and the length of time the funds must be held. Read carefully *Tier 4 of the Points Based System - Policy Guidance* on the UKVI website https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/370866/T4_Guidance_11-14.pdf

Confirmation of Acceptance of Studies (CAS) Number:

To apply for a Tier 4 Student Visa you will require a CAS Number. This is not an actual certificate or paper document but is a number issued electronically. It is unique to you and the University of Greenwich and contains information about the course of study for which it has been issued and your personal details. It is valid for six months from issue; you cannot apply for your student visa more than three months prior to the start of your programme.

A CAS Statement including your unique CAS number and the other relevant information (including the qualifications used to assess your offer of place) will be emailed to you or to your agent (if your application was received from an authorised representative of the university).

We would like you to receive your CAS number, if required, as quickly as possible so please contact the International Office at international@gre.ac.uk as soon as you have paid the pre-registration deposit and any academic or English language conditions have been fulfilled.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
Deemed to be University Under Section 3 of the UGC ACT,1956)

Campuses

The university has three campuses. Which Campus you will be studying on depends on the Faculty and programme you will be studying with us and is stated above. The Greenwich Campus is on a World Heritage Site on the banks of the Thames in London. Our Avery Hill Campus is in Eltham in south-east London and our Medway Campus is in the County of Kent.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

University of Greenwich
Greenwich Campus
Old Royal Naval College
Park Row
London SE10 9LS
Telephone: +44 (0)20 8331 8000

UNIVERSITY of GREENWICH

English Language

When you join us you may be required to take a short written English test to establish what language support, if any, may help you succeed in your chosen programme. If the university recognises that you will benefit from English language support you will be required to attend classes, free of charge. Your attendance and progress will be monitored, and you will be expected to complete the course and pass the assessment.

Accommodation

All new students who join the university in September are guaranteed accommodation, either in a university hall of residence or in university approved housing, providing they meet the terms and conditions of the Accommodation Guarantee. Information about university accommodation including application deadline dates and other terms and conditions of the Accommodation Guarantee can be found at www.gre.ac.uk/accommodation. Please ensure you read this information carefully and if you have any queries contact a member of staff in the Accommodation Office at your campus of study. Contact details can be found at www.gre.ac.uk/accommodation. If you would like information about finding accommodation in the private rented sector or temporary accommodation in hotels, hostels or lodgings, please contact the Accommodation Service for further information. Please ensure that you have a safe place to stay when you arrive in the UK. The Accommodation Service cannot offer temporary or emergency housing and you should not arrive without a place to stay.

On Arrival

When you arrive at the university to commence your studies you will be invited to register. This is a two part process.

Part 1: Online Registration: Requires you to log in to the university portal and go through an online process to verify information about yourself and your new programme of study. In order to start Online Registration, you will need your portal login details. These will be emailed to you or your agent nearer the start date of your programme when you have completed all stages of the admissions process. You will also be given a summary of the balance of your first year's tuition fees less any payments including the pre-registration deposit and any discounts.

To complete your registration, you will need to pay at least 50 per cent of this amount. This amount can be paid during online registration by entering credit/debit card details. Alternatively you can transfer the payment to the university's bank account or pay directly to the Student Centre by bank draft.

The remaining balance of tuition fees for September starters will be due before the last Friday in January and for January starters before the last Friday in May. A 2.5 per cent discount is available on your tuition fees if you pay your year's tuition fees in full before the end of September (for those registering on September programmes) or the end of January (for those registering on January

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UNIVERSITY of GREENWICH

programmes). This discount is not available for programmes run in our Medway School of Pharmacy and pre-sessional English language programmes.

Part 2: Identity and Qualification Checks: This is where you will show a member of staff your passport, proof of your visa and the original of your qualifications stated in your CAS statement (including authorised translations if not in English). These must be original documents and not photocopies.

Contact Us

Our international team will be happy to answer any questions you may have, please email international@gre.ac.uk. We look forward to welcoming you to the University of Greenwich and wish you every success in your studies.

Yours sincerely

Christopher Bustin
Head of International Office

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University of Greenwich
Greenwich Campus
Old Royal Naval College
Park Row
London SE10 9LS
Telephone: +44 (0)20 8331 8000

16BSUHH010223

YORK UNIVERSITÉ UNIVERSITY

School of Continuing Studies

123 ATKINSON COLLEGE
4700 KEELE ST.
TORONTO ON
CANADA M3J 1P3
T 416 736 5616
F 416 650 8042
continue@yorku.ca
continue.yorku.ca

September 10, 2020

Foxridge Drive - 31
Scarborough
Toronto, ON M1K2G4
Canada

Dear Shalini Singidi:

Congratulations! This is to confirm that you have been accepted to the York University, School of Continuing Studies (SCS), Post-degree Certificate in Human Resources Management - Full-Time Fall 2020. Below is important information about your Program.

Student Number:	218436220
Student Name:	Shalini Singidi
Birth Date (YYYY-MM-DD):	1999-05-13
Program Dates:	Sep 10, 2020 - May 26, 2021

The Post-degree Certificate in Human Resources Management explores the core competencies for human resources professionals as determined by Canada's leading professional association the Human Resources Professional Association. This full-time post-graduate certificate program prepares students who have previous academic or work experience in this field and those who are new to human resources for a successful career and future managerial roles.

Please note, this letter can be used to apply for a Temporary Resident Visa to enter Canada, if required, and a Study Permit.

Confirmation details of your tuition payment are included in the attached Payment Receipt. Please note that any withdrawal requests must be received before the first day of the program and deferral requests must be received 10 business days prior to the start of the program. There will be no refunds for any withdrawals received after the program has begun. Please familiarize yourself with these and other Program Policies at continue.yorku.ca.

Please see the attached for more detailed information that will assist you in planning for your arrival in Canada.

The Program Coordinator will send you more details on course materials, class locations, Moodle and Passport York access approximately one week prior to the start of the program.

If you have any questions, please feel free to contact us at regscs@yorku.ca or by telephone at (+1) 416 736 5616. We look forward to meeting you and welcome to the School of Continuing Studies.

Sincerely,

Marina De Bona MEd., CPP
Program Manager
School of Continuing Studies

DLI: O19361109242

REGISTRAR
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(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

YORK
UNIVERSITÉ
UNIVERSITY

School of Continuing Studies

123 ATKINSON COLLEGE
4700 KEELE ST.
TORONTO ON
CANADA M3J 1P3
T 416 736 5616
F 416 650 8042
continue@yorku.ca
continue.yorku.ca

Important Information for International Students

1. Visa Deadline Date
The School of Continuing Studies requires all visas to be in hand no less than 2 weeks (10 business days) prior to your program start date. This is in order to ensure your arrival in Canada and transition goes smoothly. If you are unable to obtain your visa by the deadline date, the School would be pleased to defer you to the next program start date.

2. Estimated Tuition Fees and Cost of Living (Canadian dollars)

Tuition Fees	$18,999.00
Books and Personal Expenses	Approximately $2,500
Accommodations and Meals	Approximately $7,500
Mandatory Medical Insurance	Approximately $400
Total	$29,399.00

3. Withdrawal from the program

Please review the following payment, refund and cancellation policy documents:

- Payment Policy
- Refund Policy
- Cancellation Policy

S.V. Jayalakshmi

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

16BSUH#010242

Australian Government

Department of Education

B3822F94

Overseas Student Confirmation-of-Enrolment (CoE)

A. INFORMATION FOR OVERSEAS STUDENTS

THIS IS NOT A VISA AND DOES NOT ACT AS AN EXTENSION OF YOUR VISA.

You may check your visa status through Visa Entitlement Verification Online (VEVO) at:
http://www.homeaffairs.gov.au/Busi/visas-and-migration/visa-entitlement-verification-online-(vevo)

To apply for your student visa to study in Australia go to http://www.homeaffairs.gov.au/Trav/Stud. Follow the information on the website to lodge your application online. Please note you are able to attach supporting documentation when lodging your application.

B. COURSE DETAILS

Provider: Central Queensland University [00219C] (trading as: Central Queensland University)
Telephone: 0732951108
Email: internationalcompliance@cqu.edu.au
Course: Master of Business Management [095946G]
Course Level: Masters Degree (Coursework)
Course Start Date: 09/03/2020
Course End Date: 05/11/2021
Initial Pre-Paid Tuition Fee: $AU 11,841
Other Pre-Paid Non-Tuition Fee: $AU 1,365
Total Tuition Fee: $AU 59,328

C. STUDENT DETAILS

Provider Student Id: 12129683
Courtesy Title: Mr
Family Name: SINGU
Given Names: Sai Krishna
Gender: Male
Date of Birth: 15/10/1996
Country of Birth: India
Nationality: India
Provider arranged Overseas Student Health Cover (OSHC): Yes **Start Date:** 09/02/2020 **End Date:** 15/03/2022
OSHC Provider Name: OSHC by Allianz Global Assistance
English Test Type: International English Language Testing System (IELTS)
English Test Score: 6 English Test Date: 27/07/2019
Comments: Student has paid for visa length (single) health cover. Allianz Global Assistance OSHC policy number:12129683CQU. International Student Scholarship awarded. Student has paid 1 Term tuition fees after deducting 20% International Student Scholarship amount from the Prepaid Tuition Fee. Student to pay tuition fee balance upon enrolment.

D. NOTES

The information provided on this form is required by the Australian Government Department of Education and the Australian Government Department of Home Affairs as evidence of enrolment in a course registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) - http://cricos.education.gov.au

1. The offer of a place and enrolment of the student must be made in accordance with the provisions of the Education Services for Overseas Students (ESOS) Act 2000, the ESOS Regulations 2019 and the National Code of Practice for Registration Authorities and Providers of Education to Overseas Students (The National Code 2018).
2. This information will be made available to other Australian Commonwealth, State or Territory government agencies.

REGISTRAR
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(Deemed to be University Under Section 3 of the UGC Act, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION

IMPORTANT
- Keep this CoE and your Written Agreement while you are in Australia
- Find out more about living and studying in Australia (including quality assurance) at www.studyinaustralia.gov.au

Created: 10/01/2020 23:10:44 Updated: 10/01/2020 23:13:50

11:05 84%

16BSUHH010282

Mr Pranav Chereddy
602, Classic Pearl, Deepthisrinagar
Madinaguda, Hyderabad
Telangana
500049

11 December 2020

CONDITIONAL OFFER LETTER

Dear Pranav

Congratulations! You have been made a Conditional Offer for entry to the course below.

Please check these details carefully and let us know if any of the information set out below is incorrect.

Award title:	Master of Science [MSc]
Course title:	International Business [CPY]
Campus:	ARU Cambridge Campus
Campus address:	Anglia Ruskin University, East Road, Cambridge, Cambridgeshire, CB1 1PT
Study mode:	Full-time
Course start date:	11 January 2021
Course end date:	27 January 2023
Course point of entry:	Year 1
Tuition fee for your first year of study:	£13500
Total scholarship awarded:	£1000 International Merit Scholarship

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

This offer requires you to meet the following

Edinburgh Napier UNIVERSITY

16BSUHH010431

Confirmation of Acceptance for Studies (CAS) - Important Information

Bandla Sai Saket Reddy

Your CAS statement

You will only be sent an email version of your CAS. It is not necessary to have a hard copy of your CAS as UK Visas and Immigration (UKVI) only use the CAS number to log onto their database system to access your details. We do not send hard copies of the CAS.

Credibility Interview

As part of your application for a Tier 4 (General) Student visa, it is likely you will be required to attend a "Credibility Interview". Therefore you might be sent an email asking you to attend an interview as part of the application process. You should check your email (including the 'junk' folder) regularly as your application is likely to be refused if you are asked to attend an interview and you fail to do so without providing a reasonable explanation.

Interviews take place when you attend a visa application centre to give your biometric information. A UKVI member of staff will ask you about your course, where you want to study and your reasons for studying in the UK. The report of the interview will be sent to the Entry Clearance Officer who makes the decision on your Tier 4 application. The Entry Clearance Officer must be satisfied that you are a genuine student, and that your English language ability is at the correct level, otherwise you might be called for a further interview and/or your entry clearance application may be refused.

You can find out more information online.

Receiving your student visa (BRP - Biometric Residence Permit)

Tier 4 students or students applying for an 11 month short term study visa, who make their visa application overseas, will receive a temporary travel visa (vignette) in their passport valid for travel and entry to the UK.

This temporary travel visa is valid for 30 days, which starts either 30 days before the course start date on your CAS or 7 days before your intended date of travel to the UK, whichever is later.

Please note, from June 2020, Tier 4 temporary travel visas will be issued for a period of 90 days instead of 30. This is in response travel disruption caused as a result of the global Covid-19 pandemic and will be in effect until the end of 2020.

REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION Deemed to be University Under Section 3 of UGC Act, 1956

You are required to collect your BRP, which will be your Tier 4 visa valid for the duration of your course, within 10 days of arriving in the UK. Where you collect your BRP from will depend on information you include on your visa application form: it will be at a designated Post Office in Edinburgh. More information is available online.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Contact us

For more advice on how to apply for your visa please visit the University website.

Postgraduate Admissions Team:	pgadmissions@napier.ac.uk
Undergraduate Admissions Team:	ugadmissions@napier.ac.uk
Visa and International Support Team (Visa advice):	internationalsupport@napier.ac.uk

Call us on +44 (0)333 900 6040.

.16BSUHH010440

WOXSEN
SCHOOL OF BUSINESS

Mr Gnanadeep Namineni
404, AB Lock, Sree Nivasam Appt , Bhagya Nagar Colony ,
3a , KPHB, Hyderabad Telangana India 500072

06 May 2020

ADMISSION OFFER LETTER

Application Number: WSBY161826432

Heartiest Congratulations!

You've made it to ***Woxsen School of Business*** and we are proud to mention here that getting through Woxsen is no mean feat of achievement. Based on your academic/ entrance test scores, our Admission Council is pleased to offer you an admission with a ***Merit Scholarship of 15% on Tuition Fee*** in our PGDM Program for the 2020-22 intake. Here are the essential details about the program you will be joining soon.

The admission is subject to the following conditions:
☒ Submitting acceptable Test Score (http://www.woxsen.edu.in/site/Admissions_Criteria.pdf)
☑ **Successful completion of your undergraduate program before 31-05-2020**
☑ **Submission of final Mark sheet and final degree completion certificate**
The applicable columns are ticked ☑ and mentioned in bold letters. The columns marked ☒ are not applicable.

Program Name	Post Graduate Diploma in Management – (PGDM) AICTE approved program
Program Duration	Two years- Full Time
Location of Study	Woxsen Campus
Program Commencement	September, 2020
Completion Date	May, 2022
Program Fee (Regular Fee basis) (Including twin sharing accommodation, food & Global Immersion Program)	₹ 16,80,000
Program Fee (Revised with 15% Merit Scholarship) (Including twin sharing accommodation, food & Global Immersion Program)	₹ 15,25,110

Please follow the steps below to indicate your acceptance of the admission:

- Send your confirmation email to admissions@woxsen.edu.in within three days of receiving this letter.
- Remit the amount stated below to reach us within seven days from the receipt of this letter i.e. 13 May, 2020, failing which your offer would be put on the waitlist and shall be reviewed only in June, 2020 subject to availability of seats. Merit Scholarship also will be reviewed afresh & may not be available by June, 2020.

Currency	Admission Commitment Fee
Indian Rupees	₹ 100000

Woxsen School of Business strictly follows the Fee Refund Policy guidelines of AICTE.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT,1956)

You will be required to travel abroad during the programme for attending **Woxsen Global Immersion Program.** Please arrange to have a passport valid at that time. In case you do not have a passport, please apply for one immediately.

We look forward to welcoming you to Woxsen School of Business into the PGDM class of 2020-22.

Regards,
Admissions Office

16BSUHH01004

Brunel University London

Brunel University London
Uxbridge, UB8 3PH, UK
Telephone: +44(0)1895 265265
Web: www.brunel.ac.uk

Confirmation of Acceptance for Studies (CAS) Statement

We have electronically provided the UK Visas and Immigration (UKVI) with the following information:

1. Student name: Venkata Rohan Kumar Vandavasi
2. Nationality: India
3. Date of birth: 18/Dec/1997
4. CAS number: **E4G4ZK8H32E0E2**
   Where included in the CAS number, the number Zero appears as 0, the letter O appears as O
5. Sponsor: Brunel University London
6. Sponsor licence number: 0BT931EY6
7. Course title: MSc Management (Extended Profe Practice) JAN FTEPL
8. Course Start and Registration Date: 06/Jan/2020
9. Latest Date for Registration: 17/Jan/2020. Please note that you are expected to register on time to start your course. You will be permitted to register up until this deadline but you must make every effort to register as early as possible. This registration deadline will not be extended.
10. Course end date: 31/Mar/2022
11. Tuition Fees (academic year 2019/0): £16850
12. Tuition fees paid to date: 3000
    Accommodation fees paid to date: 0
13. Passport number: Z3677810
14. Academic Course Level: RQF 7
15. English Language Proficiency Assessment: Higher Education Institution (HEI) sponsor has made assessment
16. Previous UK Study: No
17. Qualification documents used to obtain offer. The original documents must be supplied in the visa application.
    - Overseas University Degree - ICFAI Foundation for Higher Education
18. University address:
    Brunel University London
    Kingston Lane
    Uxbridge
    Middlesex
    UB8 3PH

You may apply for your visa based on the information above in the above/attached CAS statement.

Please refer to the additional guidance we have supplied as there will be other documents that you need to supply in your visa application.

S. Vijayalakshmi

REGISTRAR
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(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

FOUNDATION FOR HIGHER EDUCATION HYDERABAD

16BSUHH010075

WOXSEN UNIVERSITY

Mr Akhil Sai Godavarthi
10-1-41/2, Mamillagudem, Khammam, Telangana India
507001

03 June 2020

www.woxsen.edu.in

ADMISSION OFFER LETTER

Application Number: WSBY161826440

Heartiest Congratulations!

You've made it to ***Woxsen University*** and we are proud to mention here that getting through Woxsen is no mean feat of achievement. Based on your academic/ entrance test scores, our Admission Council is pleased to offer you an admission with a ***Merit Scholarship of 15% on Tuition Fee*** in our MBA Program for the 2020-22 intake. Here are the essential details about the program you will be joining soon.

The admission is subject to the following conditions:
☒ Submitting acceptable Test Score
☑ **Successful completion of your undergraduate program before 31-05-2020**
☑ **Submission of final Mark sheet and final degree completion certificate**
The applicable columns are ticked ☑ and mentioned in bold letters. The columns marked ☒ are not applicable.

Program Name	Master of Business Administration (MBA)
Program Duration	Two years- Full Time
Location of Study	Woxsen Campus
Program Commencement	September, 2020
Last date of Admissions for 2020-intake	30 June, 2020
Program Fee (Regular Fee basis) (Including twin sharing accommodation, food & Global Immersion Program)	₹ 16,80,000
Program Fee (Revised with 15% Merit Scholarship) (Including twin sharing accommodation, food & Global Immersion Program)	₹ 15,25,110

Please follow the steps below to indicate your acceptance of the admission:

- Send your confirmation email to admissions@woxsen.edu.in within three days of receiving this letter.
- Remit the amount stated below to reach us within seven days from the receipt of this letter i.e. 10 June, 2020, failing which your offer would be put on the waitlist and shall be reviewed only in July, 2020 subject to availability of seats. Merit Scholarship also will be reviewed afresh and may not be available by July, 2020.

Currency	Admission Commitment Fee
Indian Rupees	₹ 100000

REGISTRAR
THE INTERNATIONAL FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University under Section 3 of the UGC ACT, 1956)

Woxsen follows & complies with all the UGC guidelines towards the refund policy as laid down for Higher Educational Institutions (HEI).

You will be required to travel abroad during the programme for attending **Woxsen Global Immersion Program.** Please arrange to have a passport valid at that time. In case you do not have a passport, please apply for one immediately.

We look forward to welcoming you to Woxsen University into the MBA class of 2020-22.

Regards,
Admissions Office

WOXSEN UNIVERSITY

www.woxsen.edu.in

Knowing more about Woxsen's Global Immersion Program

Woxsen University is proud to partner **Nanyang Business School, Singapore (QS University Rank 11)**.

The MBA program includes a module called the Global Immersion Program, which is an elective course & this module covers extensive workshops, lecture schedules and master classes on Business Strategy, Networking skills and so on. Renowned faculty of the **Nanyang Business School, Singapore** would deliver the lectures focusing on the host country's economy and society with specific emphasis on issues affecting business and industry. Students will also be taken for company visits and networking events to provide a direct insight into the business practices across Singapore.

Objectives of the Global Immersion Program

- To provide an opportunity to the Students to understand the global business challenges in a much wider context.
- To provide an understanding & appreciation towards the region's business, cultural, and geo-political environment.
- To explore & understand the new ways of working, multiple & complex business/ economic models at play.
- To develop an understanding using case study approach on how some of the respected corporates have navigated swiftly & solved for some of the very complex business situations.
- To provide a holistic learning experience about the global best practices along with an appreciation towards respect for demographic, gender & ethnic diversity.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Corporate Office: Gateway Jubilee, 2nd Floor, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, India. T: +91 40 4444 8888
Campus: Hamkole Village, Sadasivpet, Sangareddy District, Hyderabad - 502 345, Telangana, India. T: 08455 255555. E: info@woxsen.edu.in

WOXSEN UNIVERSITY

FEE STRUCTURE

MASTER OF BUSINESS ADMINISTRATION (MBA)

ACADEMIC YEAR 2020 - 2022

ACADEMIC FEE

PARTICULARS	AMOUNT (INR)
TUITION FEE (Inclusive of Commitment Fee of INR 1 lac)	10,32,600
ALUMNI FEE	15,000
CONVOCATION FEE	10,000
SECURITY DEPOSIT	2,000
TOTAL	**10,59,600**

FOOD, FACILITY & HOSTEL CHARGES

(Payable to 3rd Party)

(Inclusive of GST)

PARTICULARS	AMOUNT (INR)
FOOD	2,90,400
FACILITY	50,000
NON AC ACCOMMODATION (Twin Sharing Basis)	2,80,000
TOTAL	**6,20,400**
TOTAL FEES FOR TUITION + FOOD + NON AC ACCOMMODATION	**16,80,000**

Optional Add-on (Per Annum)	
1. AC Accommodation	45,000
2. Single Occupancy	80,000

REGISTRAR
ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

TERMS & CONDITIONS

1. Woxsen University offers fully residential program hence it is mandatory for every student to stay on campus in the accommodations provided.
2. It is mandatory for students to bring their own laptop at the start of the academic session.
3. Fixed component including Tuition Fee, Alumni Fee & Convocation Fee must be paid on or before enrolment.
4. The Tuition Fee includes:
   - Course packs provided to students at the campus, however certain courses require mandatory textbooks which are to be purchased over and above.
   - Round trip for Global Immersion Program.
5. All amounts payable to Woxsen University are fixed in INR. Payment may be made in any other currency but the amount realized in INR by the University must be equal to the amount fixed in INR.
6. 2% Bank surcharge is applicable for payment done by credit card/debit card.
7. Admission Council of Woxsen University reserves the right to offer Merit Scholarship on the Tuition Fee.
8. Convocation Fee is non-refundable irrespective of non-attendance at the convocation.

Mr Akhil Sai Godavarthi
10-1-41/2, Mamillagudem, Khammam, Telangana India
507001

WOXSEN UNIVERSITY

03 June 2020

www.woxsen.edu.in

ADMISSION OFFER LETTER

Application Number: WSBY161826440

Heartiest Congratulations!

You've made it to ***Woxsen University*** and we are proud to mention here that getting through Woxsen is no mean feat of achievement. Based on your academic/ entrance test scores, our Admission Council is pleased to offer you an admission with a ***Merit Scholarship of 15% on Tuition Fee*** in our MBA Program for the 2020-22 intake. Here are the essential details about the program you will be joining soon.

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The applicable columns are ticked ☑ and mentioned in bold letters. The columns marked ☒ are not applicable.

Program Name	Master of Business Administration (MBA)
Program Duration	Two years- Full Time
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Program Commencement	September, 2020
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Program Fee (Revised with 15% Merit Scholarship) (Including twin sharing accommodation, food & Global Immersion Program)	₹ 15,25,110

Please follow the steps below to indicate your acceptance of the admission:

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- Remit the amount stated below to reach us within seven days from the receipt of this letter i.e. 10 June, 2020, failing which your offer would be put on the waitlist and shall be reviewed only in July, 2020 subject to availability of seats. Merit Scholarship also will be reviewed afresh & may not be available by July, 2020.

Currency	Admission Commitment Fee
Indian Rupees	₹ 100000

Woxsen follows & complies with all the UGC guidelines towards the refund policy as laid down for Higher Educational Institutions (HEI).

You will be required to travel abroad during the programme for attending **Woxsen Global Immersion Program.** Please arrange to have a passport valid at that time. In case you do not have a passport, please apply for one immediately.

We look forward to welcoming you to Woxsen University into the MBA class of 2020-22.

Regards,
Admissions Office

WOXSEN UNIVERSITY

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Woxsen University is proud to partner **Nanyang Business School, Singapore (QS University Rank 11)**.

The MBA program includes a module called the Global Immersion Program, which is an elective course & this module covers extensive workshops, lecture schedules and master classes on Business Strategy, Networking skills and so on. Renowned faculty of the **Nanyang Business School, Singapore** would deliver the lectures focusing on the host country's economy and society with specific emphasis on issues affecting business and industry. Students will also be taken for company visits and networking events to provide a direct insight into the business practices across Singapore.

Objectives of the Global Immersion Program

- To provide an opportunity to the Students to understand the global business challenges in a much wider context.
- To provide an understanding & appreciation towards the region's business, cultural, and geo-political environment.
- To explore & understand the new ways of working, multiple & complex business/ economic models at play.
- To develop an understanding using case study approach on how some of the respected corporates have navigated swiftly & solved for some of the very complex business situations.
- To provide a holistic learning experience about the global best practices along with an appreciation towards respect for demographic, gender & ethnic diversity.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
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WOXSEN UNIVERSITY

FEE STRUCTURE

MASTER OF BUSINESS ADMINISTRATION (MBA)

ACADEMIC YEAR 2020 - 2022

ACADEMIC FEE

PARTICULARS	AMOUNT (INR)
TUITION FEE (Inclusive of Commitment Fee of INR 1 lac)	10,32,600
ALUMNI FEE	15,000
CONVOCATION FEE	10,000
SECURITY DEPOSIT	2,000
TOTAL	**10,59,600**

FOOD, FACILITY & HOSTEL CHARGES

(Payable to 3rd Party)

(Inclusive of GST)

PARTICULARS	AMOUNT (INR)
FOOD	2,90,400
FACILITY	50,000
NON AC ACCOMMODATION (Twin Sharing Basis)	2,80,000
TOTAL	**6,20,400**
TOTAL FEES FOR TUITION + FOOD + NON AC ACCOMMODATION	**16,80,000**

Optional Add-on (Per Annum)	
1. AC Accommodation	45,000
2. Single Occupancy	80,000

TERMS & CONDITIONS

1. Woxsen University offers fully residential program hence it is mandatory for every student to stay on campus in the accommodations provided.
2. It is mandatory for students to bring their own laptop at the start of the academic session.
3. Fixed components including Tuition Fee, Alumni Fee & Convocation Fee must be paid on or before enrolment.
4. The Tuition Fee includes:
   - Course packs provided to students at the campus, however certain courses require mandatory textbooks which are to be purchased over and above.
   - Round trip for Global Immersion Program.
5. All amounts payable to Woxsen University are fixed in INR. Payment may be made in any other currency but the amount realized in INR by the University must be equal to the amount fixed in INR.
6. 2% Bank surcharge is applicable for payment done by credit card/debit card.
7. Admission Council of Woxsen University reserves the right to offer Merit Scholarship on the Tuition Fee.
8. Convocation Fee is non-refundable irrespective of non-attendance at the convocation.

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16BSUHH010307

GRIFFITH COLLEGE

QQI AWARD

Dámhachtain Ardoideachais agus Oiliúna
Higher Education and Training Award

MASTER OF SCIENCE

in

INTERNATIONAL BUSINESS MANAGEMENT

Bronnta ar
Awarded to

TRISHUL MALLUR BALAJI

ó
of

GRIFFITH COLLEGE

ar
on

14 Deireadh Fómhair 2020
14 October 2020

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Príomhfhaidhmeannach Gníomhach
Acting Chief Executive

Ceann an Fhorais
Head of Institution

Creidiúint/Credits 90
NFQ Leibhéal/Level 9
EQF Leibhéal/Level 7

www.QQI.ie

14BSUHH010152

MANIHAMSA
POWER PROJECTS LIMITED

Corporate Office : Priti Nandita Residency, Flat No. G2.
D.No. 10-2-289/86, Shanti Nagar, Masab Tank,
HYDERABAD - 500 028. T.S. Fax : 040-23304575
e-mail . mahihamsa@gmail.com
CIN: U40109AP1998PLC030060

Date: 27-06-2020
Place: Ravulapalem

To,
Mr. VenkataSasidhara Reddy Velagala,
D.No.8-226, Manihamsa Building
Canal Road, East Godavari,
Ravulapalem, Andhra Pradesh -533238

Sub: Letter of Appointment as Executive Director(Finance) on the Board of the company:

Dear Sir,

We are glad to inform you that, you have been appointed as Executive Director in charge of Finance of the company (as per the consent your letter Dt. 26-06-2020) as per the provisions of companies Act, 2013 and Rules made there under, by the members at their Extra-ordinary General Meeting held on 26-06-2020, with the remuneration up to Rs. 9,00,000/- per anum.

For MANIHAMSA POWER PROJECTS LIMITED

MANIHAMSA POWER PROJECTS LIMITED Ravulapalem

CHANDRA SEKHARA REDDY VELAGALA
Director
DIN: 01250893

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

15BSUHH010285

सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number : 21CUVPA5824M1ZC

1.	**Legal Name**	VEDANT AGARWAL			
2.	**Trade Name, if any**	VEDANTA COMMERCIAL			
3.	**Constitution of Business**	Proprietorship			
4.	**Address of Principal Place of Business**	SECOND FLOOR, PLOT NO-H/15, CIVIL TOWNSHIP, ROURKELA, Sundargarh, Odisha, 769004			
5.	**Date of Liability**				
6.	**Period of Validity**	From	14/08/2020	To	Not Applicable
7.	**Type of Registration**	Regular			
8.	**Particulars of Approving Authority**	Centre			

Signature	
Name	ROHIT KUMAR
Designation	Superintendent
Jurisdictional Office	Rourkela - II Circle
9. Date of issue of Certificate	14/08/2020
Note: The registration certificate is required to be prominently displayed at all places of business in the State.	

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 14/08/2020 by the jurisdictional authority.

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ICFAI FOUNDATION FOR HIGHER EDUCATION

सत्यमेव जयते

Annexure A

GSTIN	21CUVPA5824M1ZC
Legal Name	VEDANT AGARWAL
Trade Name, if any	VEDANTA COMMERCIAL

17FMEXHH010324

सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number : 24ARCPK7307D1Z8

1.	**Legal Name**	SHUBHRA KUSHWAHA			
2.	**Trade Name, if any**	Salad n Food			
3.	**Constitution of Business**	Proprietorship			
4.	**Address of Principal Place of Business**	5TH FLOOR, FLAT NO 501, DIVINE 3, OPP SHREEJI HALL SHIVAM PARK, AT JAMNAGAR TA JAMNAGAR, Jamnagar, Gujarat, 361006			
5.	**Date of Liability**				
6.	**Period of Validity**	From	26/11/2020	To	Not Applicable
7.	**Type of Registration**	Regular			
8.	**Particulars of Approving Authority**	Centre			

Signature

Signature Not Verified
Digitally signed by DS GOODS AND SERVICES TAX NETWORK(4)
Date: 2020.11.26 10:15:18 IST

Name	Nilesh Kumar Joshi
Designation	Superintendent
Jurisdictional Office	Ghatak 98 (Jamnagar)
9. Date of issue of Certificate	26/11/2020

Note: This registration certificate is required to be prominently displayed at all places of business in the State.

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 26/11/2020 by the jurisdictional authority.

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सत्यमेव जयते

Annexure A

GSTIN	24ARCPK7307D1Z8
Legal Name	SHUBHRA KUSHWAHA
Trade Name, if any	Salad n Food

Details of Additional Places of Business

Total Number of Additional Places of Business in the State	0

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सत्यमेव जयते

Annexure B

GSTIN	24ARCPK7307D1Z8
Legal Name	SHUBHRA KUSHWAHA
Trade Name, if any	Salad n Food

Details of Proprietor

1

Name	SHUBHRA KUSHWAHA
Designation/Status	PROPRIETOR
Resident of State	Gujarat

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17FMUCHH010403

New Classic Variety
Near Modern Super Market, Prakasam Road, VIJAYAWADA - 520 002.
Ph : 0866 - 6661991, 6661993, 8121213388

To whomsoever it may concern

This is to inform you that my son Hritik jain who had studied his BBA in Icfai business school(2017-20) enrollment number - 17fmuchh010403 have joined our family business

Yours sincerely

Nirmal kumar jain

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17fmuchh010495

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GALIS MAKE ME GARDEN PRIVATE LIMITED is incorporated on this Sixteenth day of May Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85300TG2019PTC132771.

The Permanent Account Number (PAN) of the company is **AAHCG8231D** */@

The Tax Deduction and Collection Account Number (TAN) of the company is **HYDG19296E** */@

Given under my hand at Manesar this Sixteenth day of May Two thousand nineteen .

Digital Signature Certificate
MUKESH KUMAR
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

---

Mailing Address as per record available in Registrar of Companies office:

GALIS MAKE ME GARDEN PRIVATE LIMITED
H.NO. 6-3-V.R.C. Balaji FNO. 202, NVM Estate, SBH Bank Linekphb14 20
Kukatapally, HYDERABAD, Hyderabad, Telangana, India, 500072

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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* as issued by the Income Tax Department

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

ई– स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAHCG8231D

नाम / Name	GALIS MAKE ME GARDEN PRIVATE LIMITED
निगमन/गठन की तारीख Date of Incorporation / Formation	16/05/2019

Signature Not Verified

Digitally signed by Income Tax PAN Services Unit, NSDL eGovernance
Date: 2019.05.16 06:14:55 GMT+05:30
Reason: NSDL ePAN Sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B. का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

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17FMUCHH010631

Cell No.: 8140147049
Cell No.: 9392116797
7671069680
Sinu Cell No.: 9440398303
Santosh Cell No.: 9866078656
Phone: (R) : 24614819

SRINIVAS

Gowlipura Narsing Rao & Sons

GOATS & SHEEPS COMMISSION AGENTS
Jiyaguda Mandi, Hyderabad - 500 006. (T.S.)

गौलिपुरा नरसिंगराव अण्ड सन्स
गोट अण्ड शीप कमीशन एजन्ट, जियागुडा मन्डी, हैदराबाद-६.

గౌలిపుర నర్సింగ్ రావు అండ్ సన్స్
మేక మరియు గొర్రెల కమీషన్ ఏజెంట్, జియాగూడ మండి, హైదరాబాద్-6.

Name _____ Date _____

I K. Avineeth ENO - 17FMUCHH010631 S/o K. Srinivas
is working in my own family buiness after
the completion of my graduation. I am working
as a Asst Manager in my own family buiness.

Declaration by Parent:-

I K. Srinivas F/o. K. Avineeth ~~has~~ is here with
a letter that my son has joined my buiness
after his graduation as he is working as
Asst manager in the buiness.

S. Vijayalaxmi

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K. Srinivas
9700701075
Avineeth

187MUCHH010127

HSM STEELS PRIVATE LIMITED

Regd Office: Plot No: 11-6-29/B, Sy. No: 712 (Part) S V C I E, Balanagar, Hyderabad- 500 037. Ph: 8019057887
Sale-Depot: Plot# 1, SVCIE, Opp. IDPL, Balanagar, Hyderabad. Ph: Off. 040 - 23873743, 23875743 ; Cell: 9246153743
Email: admin@hsmsteels.com ; CIN: U27100TG2010PTC067913

Gopal Moolchand Agarwal
Managing Director,
HSM Steels Pvt Ltd
Plot# 11-6-29/B, SVCIE, Balanagar,
Hyderabad, 500037.

Date: 01/10/2020

Harsh Agarwal
Director,
HSM Steels Pvt Ltd
Plot# 11-6-29/B, SVCIE, Balanagar,
Hyderabad, 500037

To Whomsoever it may concern,

This letter is to verify that Harsh Agarwal has been employed at HSM Steels Pvt Ltd since 30/09/2020

If you require any additional information regarding Harsh Agarwal, please feel free to contact me at 9391153743

Sincerely,

For HSM STEELS PVT. LTD

Director

S.V.Vayalakshmi

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Authorised Dealers

SAIL & UTTAM VALUE STEELS LTD.

13BSUHH010029

KUEHNE+NAGEL

Mr. Spandan Ghosh (Del ZV-V)
Mumbai

Del NP-A/VS 25.09.2020

Dear Mr. Ghosh,

Further to the various discussions, we are pleased to inform you that w.e.f January 01, 2020, you have been re-designated as National CRM/Sales Systems Expert (Level – Assistant Manager).

The other terms and conditions of your employment remains the same.

We look forward to you continued good performance and a fruitful relationship with the Company

Sincerely
Kuehne + Nagel Pvt. Ltd.

Yuvraj Sharma
Cluster Head – Sales & Marketing
India, Sri Lanka & Maldives

Ruchika Bhatia
Cluster Head - Human Resources
India, Sri Lanka & Maldives

Received

Kuehne + Nagel Pvt. Ltd.
CIN: U61100DL1996PTC080788

70, Udyog Vihar Phase IV
Gurgaon 122 016
Haryana ,India

Tel.: +91 124 4595959
Fax: +91 124 4595601

www.kuehne-nagel.com
info.delhi@kuehne-nagel.com

This company is an associate member of the FIATA (International Federation of Freight Forwarders' Association). All transactions accepted without engagement and subject to the printed conditions of carriers involved. This company is not a common carrier. All transactions are subject to the FIATA Rules for Freight Forwarding Services (See FIATA Rules overleaf), which, in certain cases, exclude or limit the Company's liabilities. Generally the Company's liability is limited to 2 SDR/kg.

Regd. Office: B-1/1018, Vasant Kunj, New Delhi – 110070

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

15BSUHH010116

amazon

17 January 2020

PRIVATE & CONFIDENTIAL

To whom it may concern,

Re: Rakshit Kasarla
Address: #301, 2 - 2 - 58 to 60, Prashanti Residency, Amberpet., Hyderabad, 500013

This letter is to confirm that **Rakshit Kasarla** is currently employed at Amazon Development Centre (India) Private Limited.

Rakshit Kasarla is employed as a **Transportation Specialist I** and commenced employment with Amazon on **27 January 2020**.

The above information is given in the strictest confidence and with no liability accepted by the company or any of our employees. This information should not be divulged to any third party without first seeking permission from the respective Amazon entity.

On behalf of
Amazon Development Centre (India) Private Limited

Kind Regards,

ABasu

Arijit Basu
Sr. Manager, HR Operations – HR Services

S. Vijayalakshmi

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ICFAI FOUNDATION FOR HIGHER ... HYDERABAD

16STUHH0062

REXNORD
Euroflex

May 19, 2020

Ms. Shivani Annamdevula
Hyderabad

Dear Shivani,

We refer to your application, subsequent interviews and our offer of employment we are pleased to appoint you as **Graduate Engineer Trainee in SS2,** India Business based at Hyderabad effective May 19, 2020. Your appointment is based on terms and conditions of this appointment letter and will be considered as employment terms and conditions for all future references.

You will be reporting to Lead Engineer. A detailed break up of your remuneration is enclosed with salary annexure attached to this letter. We also take this opportunity to communicate your appointment letters' terms and conditions

1. **Salary Break up :**

a. Cost to Company details (CTC).

Salary Components	INR per annum
Basic Salary + DA	1,10,856
Special Allowance - Flexi structure	1,35,480
Total Salary (A)	**2,46,336**
Retrial – Gratuity	5,340
ESIC Employer Contribution	10,680
Total Retirals & Benefits (B)	**16,020**
***Variable Pay / Performance Bonus (C)**	**24,636**
Total CTC (A + B + C)	**2,86,992**

b. Mediclaim, Personal accident and Term Insurance benefits over and above CTC.
c. You are eligible for annual variable incentive / bonus / ex-gratia / insurance as per law and / or company policy.

2. Taxes
   Your earnings by way of Remuneration, salary, benefits, perquisites, allowances, or any other remuneration or payment that you may be entitled to, will be subject to tax deduction at source as per the Income Tax Laws and Rules applicable in your case or any other additional taxes or deductions that the Law may oblige the Company to make.

3. **Training Duration and Leaves**
   Your training duration will be for 12 months. You will work in 5 days a week pattern. You may avail 12 earned leaves during your training duration. In case trainee leaves before completion of training period the unearned leaves amount will be deducted from final settlement.

4. **Termination**
   Your traineeship shall be liable to be terminated by the Company for any reasons whatsoever, by giving one months' notice in writing or one months' salary in lieu thereof. Should you desire to leave the Company any time, you shall give one months' notice in writing to the Company or one months' salary in lieu thereof. The Company also reserves the right to terminate your services if you are guilty of any

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

QUALITY SYSTEM CERTIFICATION ISO 9001:2008

misconduct or breach of duty, without any notice period. Company reserve to right to waived off notice period and relived early.

5. **General**

a. You will cease to be in the employment of the Company on attaining the age of 58 years or earlier on becoming incapacitated from carrying out duties, of which the Company shall be the sole judge.

b. Your appointment is conditional upon satisfactory reference and background checks (education, employment history and other details furnished by you in your application). It is also contingent upon your ability to work for the company without restriction (e.g. non- complete obligations or other restrictive clauses with any previous employer). In case any information given by you is found false or incorrect at any point in time of your employment, the appointment will be deemed for termination without any notice or salary in lieu of notice.

c. Your employment will be adherence to all company rules, regulations, code of conduct, policies and procedures which is available in company online portals and web sites, in force from time to time.

d. Your posting shall be in the location specified above, but you are liable to be transferred/seconded to any of the Company's offices, subsidiaries or associates in any part of India. Further the nature of the duties assigned to you may be changed from time to time, at the sole discretion of the Management.

e. Your appointment and continuance thereof is subject to being declared medically fit by our medical officer or by a doctor specified by the company. The management reserves the right to get you medically examined by any certified medical practitioner during the period of employment.

f. You shall not become an office-bearer of a political party or an organization which takes part in politics; or take part in or assist in any manner in any movement / agitation or demonstration of political nature; or take part in an election to any legislature of local authority; and canvass in any election to any legislature or local authority without the express written permission of the company, failure to obtain express permission may lead to termination of your services.

g. It is sole discretion of Management to take disciplinary action or terminate your employment contract at any time without any notice or payment in lieu of notice in case of any act of disobedience, insubordination, incivility, insobriety, dishonesty or misconduct or negligence, incompetence or inefficiency in the discharge of your duties or breach of any of the terms and stipulations contained in this employment contract to be observed or performed on your part.

h. All payments by way of salary or otherwise including monetary value of amenities/benefits shall be subject to deduction of Income Tax other taxes, if any.

i. You shall serve the company diligently, faithfully and to the best of your skill and ability. You shall perform the duties entrusted to you high standard of initiative, efficiency and economy. You shall at no time refuse to do any work/activities as allotted by you by your supervisors. You shall endeavor to increase your knowledge and skill through execution of jobs assigned by you from time to time. If required, you shall fall under the company Performance Improvement Process based on your manager recommendations. You shall adherence to the company Performance Improvement Process.

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(Deemed to be University Under Section 3 of the ...)

QUALITY SYSTEM CERTIFICATION ISO 9001:2008

6. **Confidentiality :**

a. In the course of your employment, you may have access to trade secrets and/or confidential and proprietary technical and/or business information of the Company which may relate to its products, product development activities, technology, know-how, trade secrets, marketing, business, customers, pricing, commercial strategies, profitability, other financial information and any other information of the Company which neither is in the public domain nor reasonably expected to be so and which is unique in context to the product and/or the services manufactured/provided by the Company or those that are otherwise commercial in content or scope or which can otherwise reasonably be construed to be confidential in nature (collectively "Confidential Information").

b. The expression "Confidential Information" also includes confidential information of third parties which the Company has received under an obligation of confidentiality. You shall treat all information of any third party within any of the areas described above as confidential unless you are specifically informed that such information was not disclosed to the Company under an obligation of confidentiality.

c. You shall not, either during employment or after termination of your employment for any reason and regardless of fault, make any use of Confidential Information or disclose any Confidential Information to any third party, for any reason, whatsoever. In the event of termination of your employment, you shall forthwith return all documents or other media containing Confidential Information without keeping any copies thereof in any form, electronic or otherwise. Any direct or indirect use of such Confidential Information or any part thereof and/or commission of criminal breach of trust and the Company shall be at a liberty to initiate civil and criminal proceedings against you.

d. Additionally, you will respect all your contractual, statutory and customary obligations regarding confidential information of third parties, including in particular all your previous employers. In particular, you should promise not to bring any information with yourself to Rexnord and not to use any such information in any manner in connection with your employment if such actions would constitute a breach of any such contractual, statutory or customary obligation. If you have any doubt as to whether particular information of a previous employer or other third parties is subject to the preceding paragraph, you must discuss the matter with us before bringing or using such information for your work at Rexnord.

7. **Non-Competition:**

a. You shall not, subject to the limitations set out below, directly or indirectly, become employed by or perform any services in any capacity for, any company or entity which is involved in the similar business like ours.

b. These non-competition undertakings shall apply only for a period of twenty four (24) months following the termination of your employment.

Subject to applicable law, the Company may, by thirty (30) days prior notice of termination of your employment, waive any non-competition undertaking herein, together with any corresponding payment obligation, without any further obligation.

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8. **Non-solicitation:**

a. You shall not, in consideration of the provisions of Confidentiality and Non-compete as mentioned above, during the entire term of your employment with the Company and for a period of twenty-four (24) months after the termination thereof, directly or indirectly, whether as employee, consultant, director, agent, distributor, advisor or in any other capacity, whether full time or part time : (i) solicit any person or company who is or was, during the previous twelve (12) months, a customer of any part of the business of the Company with a view to diverting such customer away from the Company (ii) induce or assist in inducing, any employees with whom the Employee has had material dealings to leave employment of the Company.

b. Upon termination of your employment with the employer for any reason, or at any other time at the request of the employer, you should return to the employer all property of the employer.

c. You shall not during the continuance of your employment with us, undertake, carry on, participate in or associate yourself with any other business, trade or profession in any capacity whatsoever, except with the prior written approval of the Company which may be given at the sole discretion of the Management.

d. Any inventions made by you either by yourself or jointly with any other person during your service with the Company, relating to or capable of being used in connection with any trade or business which the Company or any of its principals, associates or subsidiaries are authorized to carry on shall be deemed to belong to the Company absolutely and beneficially. You shall promptly communicate to the Company full particulars of any such invention to enable the Company to apply for any Letter Patent or other equivalent protection in respect of the same, besides rendering all necessary assistance in the matter of procuring any such protection. You will be subject to the rules and regulations of the Company that may be drawn up and enforced by the Management from time to time.

9. **Severability :**

a. In the event of any provision of this letter is held invalid or unenforceable, the remaining provisions of this letter shall remain in full force and effect.

b. You will give the Company due intimation of any change in your residential address.

Please return the duplicate of this letter duly signed by you as a mark of your acceptance.

Thanking you,
For, Euroflex Transmissions (INDIA) Pvt. Limited, (A Rexnord Company)

Shrikant Wavre
Director - HR

Acceptance:

I _____ confirm that:

- I have read and understood the contents of this Appointment Letter and
- I am in agreement with all terms contained in this Appointment Letter
- I also agree to join the Company from _____

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(Name & signature of Associate)

16STUHH0118

HealthNet Global

15-June-2020

Mr. Basireddy Ravi Chandra Reddy,
3-6-54/C 1, Road No. 22
Vivekananda Nagar,
Kukatpally, Hyderabad - 500072

Sub: Offer of employment as "Software Developer"

Dear Mr. Basireddy Ravi Chandra Reddy,

With reference to your application and subsequent interview, it gives us immense pleasure in offering you the position of **"Software Developer"** in **"Product Development"** department for various Tele Health projects.

Your initial place of posting will be Hyderabad, Telangana and may subject to change based on business exigencies.

Your remuneration will be **INR. 4,00,000/-** CTC (**Rupees Four Lakhs Only**) per annum.

You will be eligible for a variable performance pay of **INR 2,00,000/- (Rupees Two Lakhs Only)** after one year of continuous service with the organization on achievement of said deliverables.

Your appointment will take effect from the date of joining, which is not later than 16-June-2020 failing which this letter stands withdrawn without any reference to you. This list of documents you need to carry on the day of your onboarding are mentioned in Annexure A.

Your offer of employment with us is subject to the veracity of information provided by you in your resume, validation of all documents submitted, satisfactory Background Verification Report and Pre employment health checkup reports.

We take this opportunity of welcoming you to Apollo family for a long and fruitful association and invite you to participate in the enriching experience of taking the organization towards greater heights of achievements.

Please sign and return the duplicate copy of this letter as a token of your acceptance of the above terms and conditions.

Looking forward to having you on board.

Yours Sincerely,
For **HEALTHNET GLOBAL LIMITED.**

TAPAN ARORA
GENERAL MANAGER – HR

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HealthNet Global

Annexure A

You must carry the original copy of below listed documents on the day of joining:

i. PAN Card
ii. Aadhar Card
iii. Cancelled Cheque
iv. 4 Passport size photographs
v. Medical Fitness Certificate and Reports
vi. All educational mark cards and degree certificates from Xth till highest degree achieved.
vii. Appointment letters issued to you from all previous employers worked with.
viii. All Relieving letters / Service certificates from previous organizations worked with.

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17FMUCHH010025

formula
ADVISORY NETWORK

STRICTLY PRIVATE AND CONFIDENTIAL
OFFER LETTER

04 June 2020

Dear Mr Rahul Kumar,

Re: **Your employment with Formula Advisory Network Pvt Ltd**

In reference to your job application and the subsequent interview, we are pleased to offer you a position in our organisation as per the following terms and conditions outlined below:

This Offer Letter Agreement ("Agreement") is effective as of **04 June 2020**, between

Formula Advisory Network Pvt Ltd, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Plot No:556, Road No:92, Jubilee Hills, Hyderabad - 500033** here in after referred to as "Employer", (which shall be deemed to mean and include its successors and assigns) and

Name: Rahul Kumar Baid

Address: 6-1-22 Walker Town,
Flat 303, Aneesh Tower,
Padmarao Nagar-500025

Here in after referred to as "you" or "your" (as the context may require), (which shall be deemed to mean and include your heirs, legal representatives, executors and administrators).

EMPLOYMENT TERMS

1. **Position:**

1.1 Your formal designation with the Employer will be "**Processor Level - 1**". Refer to your position description for duties overview. In the course of your employment, you will be required to undertake and carry out all the functions / duties as may be assigned to you by the Employer, based on your knowledge, qualifications and experience.

1.2 Your first official performance review will be scheduled once your probation has been completed. Official reviews take place twice per year over the March and September quarters.

1.3 You will at all times maintain absolute integrity and devotion to duty. In holding a senior or managerial position, you shall take all possible steps to ensure the integrity and devotion to duty of all employees within your control and authority. You shall not act in a manner that is prejudicial to the interests of, or that brings disrepute to, the Employer, its connected entities or member firms.

1.4 Flexibility to travel and mandatory to have passport.

2. **Start date:**

2.1 You are requested to join on or before **08 June 2020** failing which this offer letter will be invalid.

3. **Probation:**

3.1 To ensure a smooth transition into the organisation for new employees, and to confirm recruitment decisions as suitable for the role, all new employees of the Employer will be placed on a six (6) month probation period from commencement.

3.2 The Employer may at its discretion, extend the probationary period either during or at the end of original or extended probationary period(s). You will be on probation until your position is confirmed in writing by the Employer. The confirmation will be subject to satisfactory performance and ongoing requirements for the position.

3.3 On commencement of your employment you will undergo training in Hyderabad. The Employer reserves itself the right to extend or terminate, without notice the period of training, without assigning any reason whatsoever and the right not to grant employment, if, in the opinion of the company you have not successfully completed the specified training period.

4. **Place of Work and Mobility:**

4.1 Following the training in Hyderabad, you will thereafter work on assignments as prescribed by the Employer, which calls for working on shifts. Your initial place of posting will be in **Hyderabad**. The organisation is vested with the rights to depute/transfer your services to any other location/group of companies in/outside India in relation to the organisation's business interest. Acceptance of this offer of employment is an acceptance of this obligation and flexibility on your part.

4.2 In case of any natural disaster, government instructions or pandemic, you may be asked to work remotely from home. You'll be given a laptop and a second monitor to suit your work requirements. However, we expect you to have a stable internet connection with a power back at your remote place of work.

4.3 For any training related matters, Formula will provide you either remote assistance or one on one training based on the feasibility.

5. **Wages:**

5.1 Your annual gross salary amounts to **INR 2,40,000** per annum, 80% of your original salary. Please refer to Annexure 1 for a full salary breakdown.

5.2 Your next salary will be revised to **INR 3,00,000** per annum, only after the government measures imposed on our clients due to Covid-19 are lifted and our normal engagement terms and scope are reinstated across our client base. Further salary reviews will take place every 12 months following your first salary review. A salary review does not guarantee an increase to your salary. As always, salary increments are subject to performance and only paid if merited. Salary reviews take place over the September quarter each year and will only take place once an employee has served 12 months or more with the company

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5.3 Any tax liabilities arising out of the remuneration will be deducted as per the Income Tax rules.

5.4 The Employer provides employee benefits as outlined in Annexure 1. The Employer may modify or change such benefits and allowances from time to time in accordance with its policies.

5.5 Your individual remuneration is purely a matter of interest between yourself and the Employer and has been determined on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein, from time to time, as personal and confidential.

6. **Statement of Integrity:**

6.1 The Employer's offer to employ you is based on, among other things, the proficiency of professional skills that you have declared to possess as per your resume.

6.2 You shall not at any point in time furnish false information regarding personal details such as name, age, contact address or professional information, including, but not limited to, qualifications, ability, previous service, or any other matter relating to your employment with the Employer, at the time of employment or during the course of employment. The Employer has right to confirm the information provided by you at any time and from any source. In the event that, at a later date, any of my statements are found to be false or misleading, the Employer reserves the right to terminate your employment.

7. **Fitness for Work:**

7.1 Throughout your employment you are required to be medically fit for work. You are liable for a medical check-up at any time as requested by the Employer, to be conducted by a registered medical practitioner of the Employers choosing. The Employer may terminate your employment if you are declared unfit for work as determined through the professional medical examination.

8. **Confidentiality:**

8.1 During the course of your employment, you will acquire and be exposed to, have access to, make use of, create and/or add to proprietary information and personally identifiable information ("PII"). "Proprietary information" includes all ideas, information, and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Employer, a connected entity or member firm (as hereinafter defined), its personnel (including partners, principals, members, officers or employees), clients and prospective clients, vendors, suppliers, independent contractors, subcontractors, agents or others with whom the Employer, a connected entity or member firm does business, that you learn or acquire during the period of employment with the Employer.

8.2 You agree to hold in trust and confidence, at all times, all proprietary information and PII during and after the period of employment with the Employer. You will not use or disclose to any person, firm or company, any proprietary information or PII outside the Employer, connected entities or member firms without the approval of the Employer. At any stage after employment with the Employer, you agree (a) not use or disclose proprietary information or PII whether in documentary or digital form or committed to memory or in any other form, for any purpose; (b) not to retain or take with you any proprietary information or PII in a tangible form; and (c) immediately deliver to the Employer any proprietary information and PII in a

tangible form that you may then or thereafter hold or control. "Tangible" form includes written or graphic form, on a computer disc, USB drive or other medium, on a website, or otherwise stored in or available through electronic or other form.

8.3 During your employment with the Employer, you shall not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and are expressly forbidden to bring into any of the Employer premises, or otherwise provide to the Employer, a connected entity or member firm, any unpublished document or proprietary information belonging to any such employer, person or entity without the prior written authorisation of such employer, person or entity.

8.4 At no time shall you, either directly or indirectly, during or after employment, communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, either verbally or in writing, any information or documents, official or otherwise, relating to the Employer, a connected entity or member firm, including, without limitation, any proprietary information or PII, except with the prior written approval of management of the Employer.

8.5 You agree not to accept any employment offer from the Employer's member firms or any of their clients or end-customers of their clients. You accept contractual obligation with the Employer, not to either directly or indirectly solicit, induce or encourage any existing employee to become associated with or perform services of any nature for any third party.

8.6 You will keep confidential any information or manuals relating to the Employer's compensation and benefits schemes that may become known to you as an employee of the Employer. You will maintain the utmost secrecy with regard to the compensation and benefits package of yourself or any other employee of the Employer, a connected entity or member firm that becomes known to you during the course of employment and shall not discuss it with any colleague.

8.7 You agree that any breach of confidentiality as outlined in this agreement may constitute grounds for termination and may result in financial penalties and/or legal action being taken against you by the Employer or an associated entity.

9. Intellectual Property:

9.1 Except with respect to personal works (defined below), the Employer, a connected entity or member firm owns all rights, title, and interest in and to all work performed, and all materials, creations, designs, technology, discoveries, inventions, ideas, information, and other tangible or intangible matter (whether or not patentable or copyrightable), conceived, developed or created by you, alone or with others, during the period of employment with the Employer, including, but not limited to, all related copyright, trade secret, patent, trademark and other intellectual property rights ("the creations"). To the maximum extent permitted by applicable law, the creations shall be deemed works made for hire under Indian copyright or applicable laws or any equivalent laws of applicable foreign jurisdictions, and all rights, title, and interest in and to the creations shall vest automatically in the Employer, connected entity or member firm, as determined by the Employer.

9.2 You assign and irrevocably agree to assign all right, title, and interest including, but not limited to, patent, copyright, trade secret, trademark, and other proprietary rights, in and to such creations to the Employer, connected entity or member firm, as determined by the Employer (as to copyright, to the extent such creations are held not to be works made for

hire under applicable law). The Employer, a connected entity or member firm, as determined by the Employer, will have the sole right, in its own name, to obtain, hold, register, and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the creations, including, but not limited to, any renewals or extensions thereof.

9.3 You will promptly notify the Employer in writing of any creations, and deliver to the Employer the tangible form of all creations (including any copies); and provide the Employer and any person designated by the Employer, at the expense of the Employer, any assistance and cooperation requested by the Employer to obtain, hold, register, and otherwise perfect, protect, and enforce (including bringing actions for past or future infringement of) all rights relating to the creations, including, but not limited to, executing written instruments and serving as a witness. If, in breach of your obligations under this Agreement, you use any creations or proprietary information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other tangible or intangible matter after the termination of employment with the Employer, any such tangible or intangible matter constitutes, at the sole discretion of the Employer, a connected entity or member firm, creations subject to the assignment requirement, and the other terms and conditions, of this Agreement.

9.4 "Personal Work" is defined as a creation that meets all the following criteria: a) it is conceived, developed, and created by you on your own time without using the equipment, supplies or facilities of the Employer, a connected
entity or member firm or any proprietary information or other creations, (b) it is unrelated to the actual or reasonably anticipated business or research and development of the Employer, a connected entity or member firm of which you are or become aware, and (c) it does not result from any work performed by you for the Employer, a connected entity or member firm. You will not provide the Employer, a connected entity or member firm with any personal works without prior written authorisation of the Employer.

9.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). If despite the above, you are deemed under applicable law to retain any rights including without limitation any Moral Rights, you waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Employer or its designees the exclusive, perpetual, irrevocable, worldwide and royalty-free license to use, modify and market such rights, without identifying you or seeking your consent. Your obligation to render any cooperation for the foregoing shall continue even after the termination of employment with the Employer.

9.6 You agree that you shall do nothing, by act or omission, at any time to affect or imperil the validity of Employer intellectual property. You agree to immediately disclose to us any matter relevant to intellectual property. Any damage to intellectual property will attract replacement penalties.

10. Conflict of Interest:

10.1 Any position with the Employer calls for whole time employment and you agree to devote yourself exclusively to the business of the Employer. At no time will you engage in any endeavour or activity which conflicts with the interest of the Employer during and after employment.

10.2 During employment you will neither directly or indirectly participate in or in any way render services or assistance to any business, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using your position for private gain or other than for the benefit of the Employer, a connected entity or member firm, or otherwise create a conflict, or the appearance of a conflict, of interest with the Employer, a connected entity or member firm. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of the Employer, a connected entity or member firm, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having any outside employment, having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with the Employer or a connected entity, and which creates a conflict of interest. You warrant that you are not currently aware of any present or past violation of this provision.

11. Return of Property:

11.1 Upon termination of employment for any reason, in addition to the return of proprietary information and PII, you agree to return to the Employer, connected entity or member firm all creations and all other property, equipment, credit cards, documents, records, lists, files, and any and all other materials of the Employer, including, without limitation, computerised or electronic information that is in your possession or control as of the date on which my employment is terminated, and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by you in the course of the employment (the "Property").

11.2 The Property shall be delivered to the Employer, connected entity or member firm at any location designated by the Employer, connected entity or member firm, at your expense, within one (1) business day after termination or on an alternate date designated by the Employer. You agree to allow the Employer, connected entity or member firm to inspect any of your personal or home computers to determine whether any proprietary information, PII or property belonging to the Employer, connected entity or member firm resides on such computers and to permit the Employer, connected entity or member firm to remove such proprietary information, PII or property from such computers.

12. Authorisation:

12.1 Only employees holding managerial positions, under specified instructions and authorised by a specific power of attorney to sign legal documents, are authorised to represent the Employer. Similarly, only such authorised employees of the Employer may speak about the Employer's business or various client projects etc.

13. Notification:

13.1 Prior to accepting employment or affiliation with another firm or business, you agree to advise such firm or business of your duties and obligations under this Agreement. After your employment with the Employer ends, you agree that the Employer shall be permitted to advise any firm or business with which you have accepted an offer of employment concerning your obligations under this Agreement.

14. Future Cooperation:

14.1 Upon relief of employment for any reason, you will cooperate with the Employer, connected entity or member firm in all matters relating to the completion of pending work on behalf of the Employer, connected entity or member firm and the orderly transfer of work to partners, principals, members, officers or employees of the Employer, connected entity or

member firm. You agree to cooperate fully with the Employer, connected entity or member firm in connection with any threat of or actual legal proceeding against the Employer, connected entity or member firm or any client, customer or licenser of the Employer, connected entity or member firm arising out of any matter with or of which you have had contact or knowledge.

15. Certification:

15.1 Provision of written certification in any such form as requested by the Employer will be furnished during or after employment to indicate you compliance with all obligations under this Agreement.

15.2 If you and the Employer are unable to informally resolve any dispute arising out of or related to your employment, you agree that the Employer may elect, in its sole discretion and at any time, for the dispute to be mediated and/or submitted to binding arbitration. Mediation is an informal process, in which a neutral third party without the power to decide or impose a solution helps the parties resolve a dispute. Arbitration is a process in which the parties agree to submit their dispute to a neutral third party whose purpose is to decide the outcome and make a binding decision.

16. Remedies:

16.1 You acknowledge that a breach of this Agreement would cause irreparable harm to the Employer, connected entity or member firm and that, in addition to other remedies, the Employer on behalf of itself, a connected entity or member firm is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. To the extent permitted by law, the Employer, a connected entity or member firm will be entitled to the payment of the Employer's, a connected entity's or member firm's reasonable costs and attorney's fees incurred in enforcing this Agreement.

17. Applicable Law and Jurisdiction:

17.1 This agreement shall be governed by and construed in accordance with the laws of Telangana or the applicable laws in India in relation to any legal action or proceedings to enforce this Agreement without reference to its choice-of-law rules. Jurisdiction for all proceedings is made under any competent court in Hyderabad and you agree to waive objection to proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

18. Notice Period and Termination:

18.1 It is understood and agreed that employment may be terminated by either party by giving to the other at any time, notice in writing of ninety (90) days and/or salary in lieu of notice period on part of the Employer only. The termination shall take effect at the end of such notice period.

18.2 The Employer may, at its discretion, relieve you from such date as it may deem fit, even before the expiry of the notice period, without compensating for the unexpired notice period and is not bound to give any reason thereof. You would be relieved of your services only after complying with the exit formalities including proper handover, which should be ratified by the group head concerned.

18.3 You accept to work for a period of 12 months from the date of joining, failing which you would have to refund your salary acquired during the probation period. You can be relieved from your services by giving in advance 3 months' notice in writing to Formula management. The management reserves the right to recover the salary in lieu of notice

period or fall short during the notice period, the management also reserves the right to recover from you any expenditure incurred on your training or travel abroad (if it is within 12 months of joining or within 6 months after the travel). You will not be eligible to avail leave during the notice period.

19. General Policies

19.1 Your employment will be in accordance with the Employer's office rules, regulations, policies and procedures, as varied from time to time and communicated in writing. All future changes are deemed to have your prior consent. Where the office policies deal with standard conduct and obligations of the employees, they shall also form part of the terms and conditions of your employment with the Employer, but not otherwise.

20. Entire Agreement:

20.1 Except as set forth in the following sentence, this Agreement contains the entire understanding between you and the Employer, each connected entity, each member firm and with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter. Notwithstanding the foregoing, any written agreement between you and the Employer, any connected entity or member firm with respect to the subject matter hereof that was signed by you prior to the date hereof shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the date hereof.

20.2 The rights and benefits of the Employer under this Agreement shall be transferable, and all provisions of this Agreement shall inure to the benefit of and be binding upon your respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and shall inure to the benefit of any connected entity or member firm to which you may transfer during your employment with the Employer, connected entity or member firm, provided, however, none of your duties or obligations under this Agreement may be assigned or transferred to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignment in violation of this paragraph shall be null and void.

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ADVISORY NETWORK

We take pleasure in welcoming you to our organisation and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Please return the duplicate of this letter of offer with your signature as acceptance of this agreement. before the end of day of **05 June 2020.** In addition, please provide us with copies of the following documentation:

a. Passport / Address Proof
b. Academic & Professional experience certificates
c. Salary certificate / 3 Months Pay slips
d. 6 Passport size colour photographs
e. Pan card
f. Blood group details

Yours Sincerely,
FORMULA ADVISORY NETWORK

KRANTHI BOMMU
CHIEF OPERATING OFFICER

Agreement and Declaration
By signing below, you agree that you have read and understood every provision of this Agreement and that, in consideration for your employment at Formula Advisory Network Private Limited, you agree to be bound by all the terms, conditions, annexures and obligations herein set forth.

Employee Name: _____
Signed: _____
Date: _____

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Formula Advisory Network Pvt Ltd
Plot Number 556,
Road Number 92,
Jubilee Hills, Hyderabad 500033
P: +91 4023 546 184
P: +91 4023 546 187

POWERED BY EXPERIENCE

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ADVISORY NETWORK

ANNEXURE 1

Name	Rahul Kumar Baid
Designation	Processor Level-1
Date of Joining	08 June 2020
Department	PKF Hospitality Team
Location/Branch	Hyderabad
Date of Birth	
Father's Name	

Salary Details		
Benefits (A)	**Monthly**	**Yearly**
Basic	8,000.00	96,000.00
HRA	3,200.00	3,84,000.00
Conveyance Allowance	1,600.00	19,200.00
City Allowance	1,500.00	18,000.00
Medical Reimbursement	1,250.00	15,000.00
Special Allowance	4,450.00	53,400.00
Total (A)	**20,000.00**	**2,40,000.00**
Perfect Month KPI's ****KPI's Subject to Achieving****	**3,000.00**	**36,000.00**
Potential Gross Salary(B)	**23,000.00**	**2,76,000.00**
Deductions (C)		
Professional Tax	200.00	2,400.00
Provident Fund	960.00	11,520.00
TDS	As Applicable	As Applicable
Total (C)	**1,160.00**	**13,920.00**
Net Pay (A-C)	**18,840.00**	**2,26,080.00**
Employer Contributions		
Provident Fund	**960.00**	**11,520.00**

Shift Timings	Shift timings are 5.30 am to 2.30pm. At times you may be required to work extra hours to ensure deadlines and to deliverables are met.
Breaks	You will be given 1.5 hours for breaks. 30 minutes for breakfast, 30 minutes for lunch and 30 minutes for coffee and tea breaks.
Health Insurance	Provided to staff member on employment and immediate family (spouse and children) once employment is confirmed. Staff may choose to pay for further family members to be covered. Please speak to the administration team if you wish to cover any further family members.
Saturday Bonus	A special Bonus of Rs.2,500/- will be paid if you are working on a Saturday. Only one Saturday per month can be claimed.
Bonus	A monthly bonus of Rs. 3,000/- will be paid to the employee if they are able to meet all of their "Perfect Month" KPIs. This will be discussed in more detail once the employee joins the company.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION

Formula Advisory Network Pvt Ltd
Plot Number 556,
Road Number 92,
Jubilee Hills, Hyderabad 500033
P: +91 4023 546 184
P: +91 4023 546 187

17FMUCHH016128

2nd July 2020

To: Mr. Janardanan R V,

Dear Janardanan,

WeMakeScholars Edtech Pvt. Ltd. ("the Company") is pleased to offer you employment as **Trainee Financial Officer** at Hyderabad on the following terms:

1. Duties

As Trainee Financial Officer, you agree to devote the whole of your professional time, attention and energy to the performance of your designated tasks and not, directly or indirectly, consult with, advise, work for or have any interest in any competing business or pursuit during this employment that creates a conflict of interest.

2. Remuneration Package

Annual Compensation: You are being offered an annual CTC of **Rs. 2,84,000 (Two lacs Eighty-Four thousand only)** which is divided into Fixed Pay (inclusive of standard company benefits) of Rs. 2,04,000 (Two Lacs Four thousand only) plus performance-based variable pay of Rs. 80,000 (Eighty Thousand only). Annexure-I specifies the breakdown of fixed pay into net monthly take home.

3. Benefits

You shall be entitled to any benefits available to personnel in your job category and for which you are eligible in accordance with any benefit plan or policy adopted by the Company during your employment. Please check Annexure- II for the details of benefits.

4. Exclusive Monetary Compensation

You agree that your compensation under Clause 2 of this letter constitutes the full and exclusive monetary consideration and compensation for all services rendered by you under this letter of agreement.

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Section 3 of the UGC ACT, 1956)

5. Working Hours

The normal expected standard working hours are 9 am to 6 pm from Monday to Saturday with 2nd and 4th Saturday Off. However, there may be occasions where you may be required to work beyond these hours and you are expected to cooperate accordingly. Your salary includes compensation for any such additional hours.

6. Employment Contract:

You are obliged to serve a minimum period of 12 months at the company. If you break this contract before completing your tenure, you would be relieved on payment of a sum of money equal to three month's salary in lieu thereof.

7. Probation Period:

For the first 2 months at the organization, you will be under probation. Please note that the fixed salary for the probation period is same as per section 2. Any incentives generated during this period will be paid in similar terms as per Annexure 2. But kindly note that if the company doesn't find your learning satisfactory during these 2 months period, the first 15 days salary will be deducted before setting the dues, as that is a pure training period. Contract terms and conditions are applicable.

7. Separation with no Cause

For separation with no Cause, either party may give notice of separation of employment at any time, subject to one month's notice in writing which is mandatory. Following any termination of the period of Employment, you shall fully co-operate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also co-operate in the defense of any action brought by any third party against the Company that relates in any way to your acts of commissions while employed by the Company provided that you are adequately compensated for such co-operation and that all costs and expenses associated with the same, including any legal costs incurred by you, are paid by the Company. You agree that all property, including, without limitation, all equipment, tangible

proprietary information documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your Employment, belongs to the Company and shall be returned promptly to the Company upon termination of the period of Employment.

8. Separation for Cause

At any time, the Company may terminate your employment for a cause (as defined below): The Company shall pay you all compensation then due and owing. Termination for "cause" means the failure on your part to properly carry out your duties after intimation by the Company of the failure to do so and an opportunity for you to correct the same within a reasonable time and with imposition of some extra unpaid workdays, from the date of receipt of such notice, conviction for theft, fraud or another serious crime by a court of competent jurisdiction, or dishonesty or gross, willful and persistent misconduct by you involving the property, business or affairs of the Company or the carrying out of your duties. Kindly note that it may or may not have a notice period. The bond breaking fee will be applicable incase, company terminates you, with a sense that you are intentionally not willing to abide by the work or other policies.

9. Policies and Procedures

You agree to adhere to the policies and procedures contained in the Company's Employee Handbook as they may from time to time be amended by the Company and called to your attention. You also agree that these policies and procedures shall be binding upon you, except that if they are inconsistent with this letter of agreement, this letter of agreement shall govern. You agree that it is your duty to acquaint yourself with the Company's policies and procedures which are available to you in the offices of the Company, in case of doubt as to your conduct, rights or obligations and in advance of taking an action. You also agree to the terms of the Company's Employee Confidentiality and Non-Compete Agreement, which you agree to review carefully and to sign before commencing employment.

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10. Modification

The terms of this letter of agreement between you and the Company may be amended only by an agreement in writing signed by you and the Company.

11. Entire Agreement

The terms of this letter of agreement together with its attachments, when accepted and signed by you, embody the complete agreement and understanding between you and the Company related to your employment. Once agreed to, this letter of agreement supersedes any and all other prior or contemporaneous oral or written agreements between you and the Company with respect to your employment and contains all of the agreements of any kind whatsoever between you and the Company with respect to your employment. You and the Company acknowledge that no representations, inducements, promises or agreements, whether oral or written, express or implied, have been made either by you or by anyone acting on behalf of the Company that are not incorporated in this letter and that no other agreement or promise not contained in this letter shall be valid or binding.

12. Voluntary Agreement

You represent and agree that you have reviewed all aspects of the terms set forth in this letter, have carefully read and fully understand all of its provisions, have had the opportunity to review any and all of its aspects with legal, tax or other advisors of your choice, and, by your signature below, are voluntarily entering into this agreement with the Company.

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HYDERABAD

13. **Pre-Joining requirements:** On the date of signing the offer letter, please submit the following documents:-

i. Originals of all educational certificates (10th, 12th, Degree certificate)
ii. Copy of last 3 months payslips
iii. Copy of Relieving Letter
iv. Copy of all work experience certificates
v. Copy of proof of date of birth & address
vi. Copy of Pan card

These documents will be with the organization for your employment tenure.

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Annexure-I

Fixed Pay Breakdown

Annual fixed CTC	204,000
Fixed monthly compensation	17,000
Base Salary	8,500
House Rent allowance	3,400
Medical Allowance	453
Conveyance Allowance	1,813
Car perquisites	1,417
Leave travel Allowance	1,417
Deduction of Professional tax	150
Net Take Home Monthly Salary (before Income Tax-TDS)*	16,850

Variable Pay:

You get file based incentive (paid monthly)**

The variable pay is compensated to 80,000 (or more / lesser based on sanction ratio) at the end of your 12 months with the organization.

Note:

- *All figures in rupees*
- *The above are subject to applicable taxes as per the Indian Income-tax guidelines*
- *All other terms and conditions of your appointment, not specifically altered by this letter, remain unchanged.*
- *Your compensation is personal & confidential to you. Sharing/discussing the same with anybody other than the designated authority is not permitted.*

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*TDS would be deducted as per Indian Income-tax guidelines

** Company reserves the sole right to modify the incentive structure with further communication to all the beneficiaries.

Annexure-II

This section defines the benefits and paid work-offs offered to you. Your rights under any such benefit policies or plans shall be governed solely by the terms of the policies or plans. The Company reserves to itself or its designated administrator the exclusive authority and discretion to determine all issues of eligibility, interpretation, and administration of each Company benefit plan or policy. The Company or its designated administrator reserves the right to modify or terminate each benefit plan or program.

Basic

A. Paid work-offs: You shall be entitled to 2 paid work-off/ leave per month (excluding the Sundays). This can be considered as sick leave or vacation leave. The unused leaves are carried forward with renewal on an annual basis. You cannot apply for or avail more than 6 paid leaves in a row.

B. Company Holidays: In addition to 24 annual paid leaves, you shall also be entitled to 17 festival / national holidays in a year as per the company calendar.

Advanced- When someone needs you more than us

We understand that sometimes you have more important things to take care of, than your work at the office. And we agree that monetary compensation may not be the right solution in such situations. Hence, to make our work culture better, we entitle our loyal team members with the following additional benefits.

A. Your wedding- Being a young team- mostly unmarried, we believe that some of you will need our support to make your big day even better. Hence, you will be entitled to 8 days paid wedding leave if you had been with the company for a period of 18 months or more.

B. Maternity / Paternity leave- We believe that good work and life balance makes you more efficient. Hence, we don't want you to miss those important moments of life. You shall be entitled to 60 days Maternity or 20 days Paternity (including Sundays and company holidays in that period) if you had been with the company for a period of 30 months or more.

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C. Taking care of Parents- Our parents need us more when they are growing old. As an employer, it is our responsibility to support you in that phase of your life. If you be with the company for 3 yrs or more, your paid leaves under Basic section A will be doubled if both your parents stay with you and are above 70. You will avail this benefit for the unlimited number of years until your parents are alive.

Date of reporting: I hope that you find the foregoing terms acceptable. Please indicate your agreement with these terms and accept this offer by signing and dating the duplicate copy of this letter and returning it to us. You are required to report to the office of the Company by **6th July 2020**. The terms of this offer are strictly confidential between you and the Company.

We welcome you to WeMakeScholars Edtech Pvt. Ltd. and look forward to your contribution to growing the business together.

Sincerely,

Damini Mahajan
CEO and co-founder
WeMakeScholars Edtech Pvt. Ltd.

I am happy to accept the offer of employment with WeMakeScholars Edtech Pvt. Ltd. I will be joining on 06-07-2020 and look forward to being a part of the WeMakeScholars team.

ACCEPTED AND AGREED

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THE IGNITE FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC Act 1956)

_____ Dated: _____, 2020

Janardanan R V

THE IGNITE FOUNDATION FOR HIGHER EDUCATION HYDERABAD

We look forward to hearing from you soon. Should you have any query, please do not hesitate to contact hr@wemakescholars.com (Phone No: +91-9346752922)

17FMUCHH010769

BYJU'S

Offer Letter

Name:Ashok Patel
Date:Wednesday, December 30, 2020

Dear Mr. **Ashok Patel** ,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, January 5, 2021** . Your work location would be **Raipur / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

3. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over above the 1.5 months) as mentioned in Clause 2. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

4. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

5. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

6. Department, Designation & Reporting Manager:

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Department	: Business Development (51000000)
Designation	: Business Development Trainee - Sales
Reporting Manager	: Aishvary . (TNL201611035)
Role Location	: Raipur / Bangalore
BDT Training Location	: Raipur / Bangalore

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The training will be conducted at of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

7. Cost to the Company: Your Compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

8. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

(a) Provident Fund;
(b) Income tax deducted at source at the rates applicable;
(c) Employment / professional taxes;
(d) Dues to Company including loans and advances; or
(e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

10. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

12. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 2* days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

*(*In case, where this agreement is extended, as per Clause 3 of this agreement, need to be read as 3 days, with no change to terms and conditions of Clause 12.)*

13. Termination: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

14. Confidential Information: As an employee, you may come to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement

executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

a. Any act or omission by you;
b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
c. Any representation or warranty or information furnished to the Company found to be false;
d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.

g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

j. All disputes arising here[illegible] shall be governed by the laws of India and the jurisdiction to entertain and [illegible] such dispute shall vast exclusively in the courts of Bangalore, Karnataka.

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The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.

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17FMUCHH010034

Airtel Wi-Fi VoWiFi Idea 4.32K/s 53 5:15 pm

Letter Of Intent | Mango Mass Media | Hyderabad Inbox

Human Resources 29/8/2020
to me

Dear Pavan,

Congratulations !!!

We are delighted to offer you the position of **BD Communications Executive** with **Mango Mass Media Pvt Ltd.**
Please submit the below-mentioned documents to our HR email address i.e (hr@whackedout.in)

Documents Required

- Photocopies All Educational Certificates (SSC, Inter, Graduation & Post Graduation)
- Copy of Joining & Relliving documents (Previous organization if any)
- Aadhaar Card
- Pan card
- Voter ID Card / Passport
- Passport Size Photograph (2 Copies)
- Bank Pass Book First Page / Bank Details
- A canceled cheque with your signature on it.

Note: Please make sure all the documents are below 200KB

Also, please log in to the link below and fill out the details:

https://forms.gle/5zzR4qC9QaCXCXBs6

Your joining date with us is 1st Sept 2020. Congratulations, once again!

Regards,

Human Resources

Whacked Out Media Pvt. Ltd
Content | Distribution | Technology
O: 040-23550316 Ext. 113 M: 9676677566 / 9676677455

Disclaimer:
This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you

S.Vijayalakshmi

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16BSWHH010104

LIFE GOALS. **DONE.**

BAJAJ | Allianz

Guidance Document

Accept Offer
&
Upload Mandatory Documents

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HYDERABAD

Confidential – For Limited circulation

LIFE GOALS. **DONE.**

BAJAJ | Allianz

Login to the Careers portal and go on the "My Offer" Tab to view and Accept the Offer.

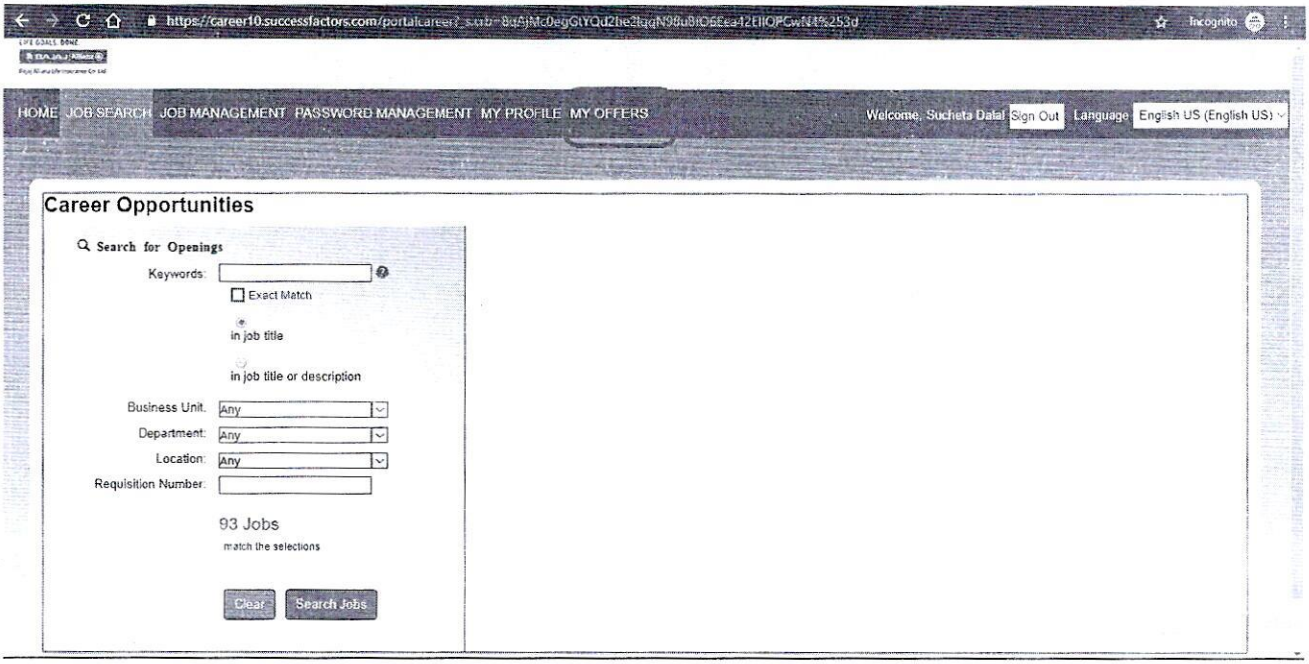

Accept Offer

View and Accept the offer post reviewing it

LIFE GOALS. **DONE.**

BAJAJ | Allianz

Upload Mandatory Documents

In Case if you get Logged Off, please log in the system and Click on Job Management to upload the requisite documents.

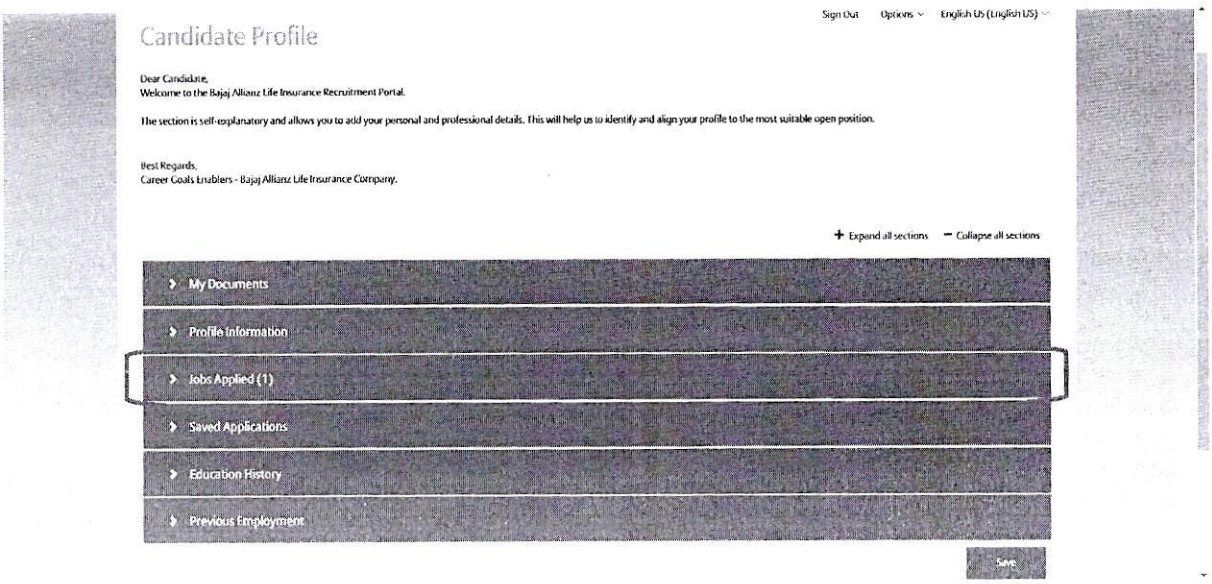

Click on the Job you had applied and accepted the offer, to upload the documents.

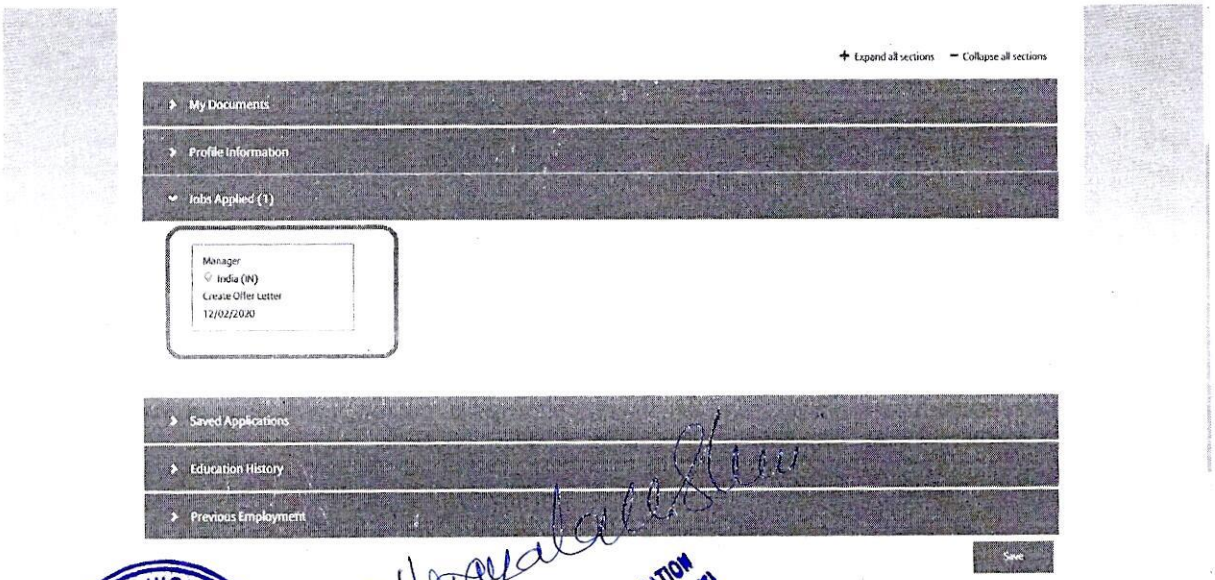

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Upload the Signed Copy of Appointment letter

Download and upload the signed copy of Letter of Authorization and Passport (If available):

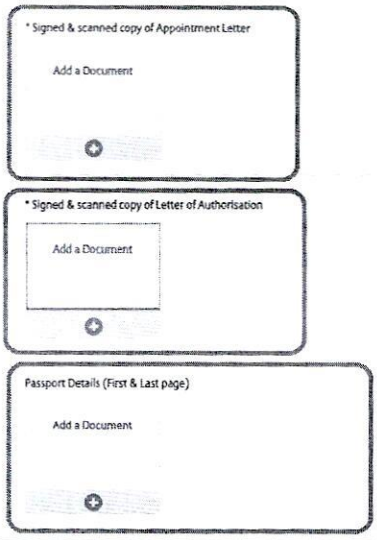

Upload the corresponding document for his highest qualification, Previous Employment Details on the portal, i.e., previous employer's Appointment Letter and the Relieving letter from the Previous to Previous Employer. (Upload Blank Document if you are a Fresher)

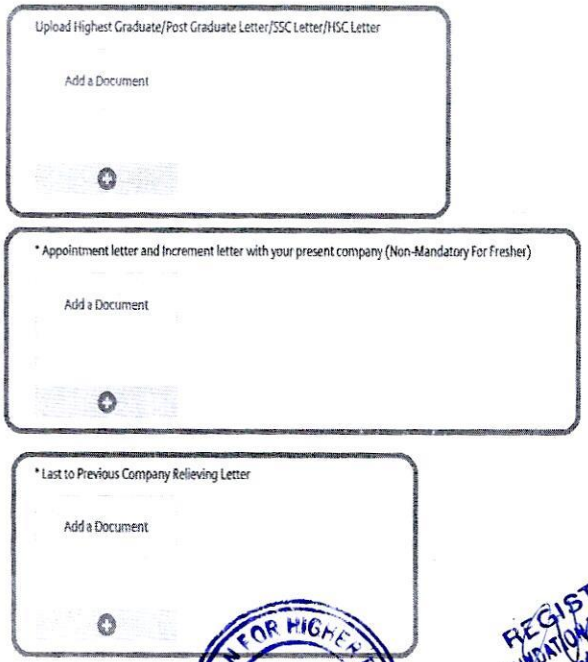

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LIFE GOALS. **DONE.**

BAJAJ | Allianz

Update the Latest Education Qualification: SSC/HSC/Diploma/Graduation/Post Graduation

a misrepresentation of facts at any time during my employment with the company.

KYC Documents

Academic Documents (Mandatory to Upload Highest Qualification Document)

Select Your Highest Qualification

Post Graduation

Previous Work Experience Documents (Upload blank document if you are a fresher)

View Profile | Update | Withdraw Application

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Once all data is uploaded, click on Update

a misrepresentation of facts at any time during my employment with the company.

KYC Documents

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Select Your Highest Qualification

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S. Vijayalakshmi

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16BSUHH010097

PEPSICO

10-Nov-2020

Teja Padarthi
Plot no.5, Model colony,
Erragadda, Sanathnagar
Hyderabad HUB - IND - 500018

Dear **Teja**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Senior Executive -HR Operations,** to be initially based at **Hyderabad HUB - IND**. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

Avantika Susan Nigam

Avantika Susan Nigam
Director – Human Resource

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Enclosure: Appointment letter

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

PEPSICO

10-Nov-2020

Teja Padarthi
Plot no.5, Model colony,
Erragadda, Sanathnagar
Hyderabad HUB - IND - 500018

Dear **Teja**,

We are pleased to confirm our offer to join **"PepsiCo Global Business Services India LLP"** ("The Organization") as a **Senior Executive -HR Operations** at Level **L03 .** The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **30-Nov-2020** and you are being employed to work from Unit in Special Economic Zone located at SY No 107, Laxmi Infobahn, Kokapet, Hyderabad, Telangana-500075

1. **Probation Period:**

You will be on probation for a period of 90 (ninety) days from the date of your joining the Organization. Your probation period may be extended, if considered necessary, at the discretion of the Organization, up to an additional 90 (ninety) days.

2. **Place of Work:**

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

3. **Compensation and Allowances:**

The Total Fixed Pay offered to you is INR **440,255** per annum. This includes statutory retirals. The Target Variable pay offered to you is INR **41,065**, and the pay-out is subject to your meeting the performance criteria as per the organization's annual bonus policy. The details of the compensation offered are attached in Annexure A.

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4. **Medical:**

You and your immediate family members, consisting of spouse & dependent children, will be covered under the Organization Medical Scheme on any hospitalization subject to a limit of Rs. 4,00,000/- (governed by the Medical Insurance Policy).

5. **Annual Leave:**

You are entitled to Annual leave in accordance with Organization policy.

6. **Termination:**

Your services with the Organization can be terminated for violating organization's policy / policies, by giving 2 weeks' notice in writing during your probationary period and 60 (sixty) days on being confirmed on services of the organization. Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the organization forthwith without any notice or compensation in lieu thereof.

7. **Non-Disclosure:**

You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.

8. **Non-Compete:**

In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:

(a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.

(b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.

(c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.

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9. **Termination Payments:**

As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another organization within a period of twelve (12) months, then as per the Organization policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.

10. **Governing Laws:**

Your right to any compensation or benefit referenced in this letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

11. **Retirement:**

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

12. **Safety:**

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

13. **Code of Conduct:**

You will adhere, at all times, to the Organizations Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

14. The organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory

PEPSICO

completion of the background verification.

The Organization reserves the right to change any element of Compensation.

We are happy to welcome you to our organization and look forward to you building a mutually beneficial long-term association with the Organization.

Kindly return the original duly signed as token of your acceptance of the terms and conditions stipulated herein and retain a signed copy for your records.

For and on behalf of PepsiCo Global Business Services India LLP,

Avantika Susan Nigam

Avantika Susan Nigam

Director – Human Resource

Accepted

_____

Teja Padarthi

Date:_____

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ANNEXURE A

Name of Candidate: Teja Padarthi

Level: L03

External Title: Senior Executive -HR Operations

DOJ: 30-Nov-2020

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	176,102
Flexible Compensation	This amount can be apportioned to HRA, LTA, Telecom Reimbursement and other components per employee choice	234,550
GBS Base Pay	**Annual Guaranteed Cash**	**410,652**
Provident Fund (PF) - Employer Contribution	12% of Basic	21,132
Gratuity	4.81% of Basic	8,471
GBS Fixed Pay	**Sum of all components above**	**440,255**
	Performance linked payout	
Annual Bonus	Annual payment for the year pro-rated basis the DOJ for employees joining before 1st Oct and joinees on 2nd Oct and after are not eligible for that years bonus	41,065
GBS Total Rewards	**Sum of GBS Fixed Pay & Variable Pay**	**481,320**

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NOBROKER.COM

NoBroker Technologies Solutions Pvt Ltd
6th Floor, Bren Mercury, Kaikondrahalli, Sarjapur Main Road, Bangalore - 560035
Mobile: +91 92417 00000 Email: support@nobroker.in
CIN No: U74900KA2014PTC077652

16BSUHH010230

OFFER LETTER

26 August 2020

Dear **Anirudh Vyas**, NoBroker is a real estate portal which eliminates brokers from the real estate transactions and currently deals with residential rental niche with plans of expanding to other niches in real estate and businesses which involves middlemen transactions.

As we continue to grow, we are looking for likeminded people who can join our team and follow the leadership as an **Territory Sales Manager - L1** based out of Hyderabad Hyderabad, Telangana, India

Your scope of responsibilities will be as briefed to you during your conversation with our team and in addition to that all other duties assigned to you by your Manager. In accepting this offer of employment, you will be required to perform all duties assigned to you with due care and diligence and in compliance with company norms. You are expected to devote all your time and effort in performing assigned duties during the business hours and reasonable additional hours as it may be necessary for business

COMPENSATION & BENEFITS

You are entitled to a compensation of **INR 7,63,221 /-** per annum.
The details of your compensation structure and other benefits are outlined in Annexure.

The compensation shall be subject to taxes and the Company may withhold therefrom any amounts as are required to be withheld pursuant to applicable law.

POLICIES AND PROCEDURES

You are required to comply with all NoBroker policies and procedures as they may be amended or added to from time to time.

LEAVE

You will be entitled to 7 days of sick leave per annum and 15 days of vacation leave per annum i.e. a total of 22 days leaves per annum. Leave can be carry forwarded to a maximum of 15 days.

OTHER ENGAGEMENTS

You are not allowed to work either full time, part-time or in advisory, consultant, associate or any other role with any company, organization or any kind of freelance work till the time you are employed with the Company. You need to take specific approval in writing from your manager before being associated or contributing to any forums, groups, projects or non-profit seeking bodies.

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TERMINATION

Your employment may be terminated by the Company giving one (1) months' notice or one (1) month's pay in lieu of notice. In case the employee resigns/ give notice for termination of employment, he/she shall give two (2) months' notice or two (2) month's pay in lieu of notice to the Company. Further, the Company at their sole discretion may relieve the employee before expiry of the notice period without any financial liability or commitment to allow them to continue in service till the end of notice period. Your probation period will be Six (6) months from the date of joining. During the probation period, the Company may terminate your employment by giving seven (7) days' notice or salary in lieu of such notice or Employee can terminate by giving one (1) months' notice or salary in lieu of such notice. The company may terminate your employment without notice/ without pay in lieu of notice if you willfully disobey a lawful and reasonable instruction or direction, commit an act of misconduct, including but not limited to, fraud or dishonesty, or are habitually negligent in your duties.

RETURN OF COMPANY PROPERTY

On termination of your employment, for any reason, you must immediately return to the company all company property and all documents and items relating to the company's business. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information and programs, records and documents and other information in whatever form, relating in any way to the company. Company is entitled to deduct or set off any amount owing to you on termination for the value of any property not returned, or amounts owing to the company.

Any damage/loss/theft to company property issues to you, not limited to a laptop will have to borne by employee subjected to review by management.

NON-COMPETE & NON-SOLICITATION OBLIGATIONS

A. The Employee acknowledges that he/she, during his/her employment with the Group may obtain access to Confidential Information and have dealings with the customers and suppliers of the Group. The Employee acknowledges the breadth of the covenants under this Clause and acknowledges that he/she has various other skill sets which, if deployed by him/her after he/she ceases to be an employee of or ceases to be associated with the Group would be sufficient to be gainfully employed without having to compete with the Group. The Employee undertakes that he/she shall not, during the Non-Compete Period anywhere in the world, either jointly or severally, directly or indirectly, and whether as an individual, investor, promoter, proprietor, shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office-bearer or agent or in any other manner whatsoever, whether for profit or otherwise commence, engage or be concerned in any business that competes with the whole or any part of any of the current or proposed business of the Group except on behalf of the Group, canvass or solicits business of a type similar to those being dealt in, or for services similar to those being provided by the Group from any Person;

B. induce or attempt to induce any customer/client of the Group to cease to be a customer/client, or otherwise interfere with the relationship between such a customer/client and the Group (save and except actions taken

16BSOHH010399

HILO DESIGN™

OFFER LETTER

Date: 11th March,2020

Dear Gayatri Dendukuri

HILO DESIGN is delighted to offer the position of Marketing & Content Strategist. As discussed your joining date will be 12th March,2020. Your duties and assignments for this position will be those described to you in your orientation.

We are very pleased that you have decided to join HILO DESIGN. We look forward to seeing you onboard on 12th March,2020 and offer a very warm welcome.

If you choose to accept this job offer, please sign and return back to the team. let us know if you have any question.

Sincerely,
Sahith Gummadi
Co-founder & Business Head

HILO DESIGN LLP
Plot 24, Sandy Point Nagar,
Kukatpally, Hyderabad

I hereby accept the Marketing & Content Strategist position.

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

HILO DESIGN LLP
Plot no 24, Sandy Point Nagar,
Kukatpally, Hyderabad 500085
hello@hilodesign.co
www.hilodesign.co

HILO DESIGN™

TERMS AND CONDITIONS

PRINCIPLE STATEMENT OF TERMS AND CONDITIONS OF YOUR INTERN PLACEMENT
Please accept our warm welcome to [HILO DESIGN].

This document outlines the Terms and Conditions which apply to your employment with [HILO DESIGN].

1. The employee is obliged to give notice period [to HILO DESIGN] two months prior before resigning. The Organisation is obliged to give notice period one month prior before terminating your employment.
2. Your work base will be the HILO Studio, however [HILO DESIGN] reserves the right, with appropriate consultation with you, to change your work base should the needs of the business require this. Such need is not currently envisaged.
3. Your expected working hours per day will be 9 hours 6 days a week . The Organisation may require you to vary the pattern of your working hours if required on a temporary or permanent basis should the needs of the post require this (for example, meetings, calls, contact with customers or external bodies) including overtime.
4. You will be subject to the terms and conditions as agreed and amended from time to time by HILO DESIGN as outlined in any of its policies, procedures, handbooks and other relevant documents.
5. If HILO DESIGN makes an overpayment to you to which you are not entitled, or is more than that to which you are entitled for whatever reason, you agree to allow [HILO DESIGN] to recover the overpayment by deductions from your salary or other payments due to you. Any deductions will normally be made over the same period that the overpayment was made. It is in your interests to regularly check your pay slips.
6. You will be paid monthly on the 1st week of each month for the work done of the previous month (according to join date), to a bank account of your choice. The number of weeks included in each payroll may vary as months do not cleanly divide into a number of weeks, for example, one month four weeks may be paid and the following month, five weeks may be paid.

HILO DESIGN LLP
Plot no. 25, Sardar Patel Nagar,
Kukatpally, Hyderabad 500085
hello@hilodesign.co
www.hilodesign.co

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HILO DESIGN LLP
Plot 25, Sardar Patel Nagar,
Kukatpally, Hyderabad.

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7. You are required to report any sickness absence as soon as is practicably possible to your reporting manager so that the business is taken care of.
8. In the course of your intern placement you may have access to confidential material both in paper and electronic form. On no account should this information be divulged to any unauthorised person. Breaches of confidentiality will be considered to be gross misconduct and may cause HI LO DESIGN to terminate your intern placement immediately with no notice. With this in mind, you acknowledge the data protection rules attached.
9. HILO DESIGN and all its employees and interns must comply with the Bribery Act (2010). If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Organisation, or to obtain or retain an advantage in the conduct of the Organisation's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation and disciplinary action up to and including dismissal may be applied.
10. Your intern placement with HILO DESIGN may be dependent upon the possession of particular qualifications or registration with a statutory Body or other Authority; evidence of this must be produced on request. Failure to produce such evidence may lead to the termination of your intern placement.
If you are in agreement with the above terms and conditions please sign both copies of this statement, retain one and return the other to me

Yours Sincerely,
Sahith Gummadi
Co-founder & Business Head
HI LO DESIGN LLP

HILO DESIGN LLP
Plot:25, Sardar Patel Nagar,
Kukatpally, Hyderabad.

FORM OF ACCEPTANCE: I accept this appointment on the terms and conditions stated above, and agree to the following:

SIGNATURE _____
DATE 11/03/20

HILO DESIGN LLP
Plot no 25, Sardar Patel Nagar
Kukatpally, Hyderabad 500085
hello@hilodesign.co
www.hilodesign.co

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17FMOCHH010024

Alchemy

ALCHEMY TECHSOL INDIA PVT.LTD.

Ms. Nisha Nair Chathanath

09700010101

Date: 26 Dec 2020

LETTER OF OFFER

Dear Nisha Nair Chathanath,

Congratulations!!

We are pleased to offer you an Employment with **Alchemy Techsol India Pvt. LTD** based on the interview discussions you had with us and your application submitted to us. Details of the terms and conditions of offer are as under:

1. You will be designated as **"Human Resources Professional"** and will be based at our **Bangalore** Centre.
2. Your date of commencement of Employment will be on or before **28/12/2020.**
3. You will be entitled to receive compensation and benefits (Fixed Pay of **INR 313008/-PA**) as per the enclosed annexure.
4. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your Date of joining.
5. You will be on probation for a period of **6 months** from the date of joining.
6. The notice period to be served would be **1 month.**
7. Please bring along the below listed documents / details on your day of joining.
   a) Date of Birth proof certificate (Copy of passport / birth certificate / S.S.C) (Two Copies)
   b) Original Academic Certificates (all from 10th to Highest)
   c) Resignation Acceptance Letter with acknowledgement
   d) Relieving letter from previous employer (Original)
   e) Proof of compensation last drawn (last 3 Months)
   f) 4 passport size photograph
8. It is mandatory to open a salary account with **Standard Chartered Bank**, as salary would be processed only to Axis/ Standard Chartered Bank account.
9. Kindly sign a copy of this letter as a token of your acceptance of this offer within 7 days from the date written above post which this offer stands withdrawn.
10. Our Bank Spoc will reach you for opening Bank account.

Looking forward to a long and mutually beneficial career with us.

Yours Truly,

For ALCHEMY TECHSOL INDIA PVT.LTD

ALCHEMY TECHSOL INDIA PVT.LTD. Bangalore

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Joseph Rudolph Lobow
(Global Chief Human Resources Officer)

17FMUCH#010031

amazon | Development Centre India

OFFER CUM APPOINTMENT LETTER FOR FIXED-TERM EMPLOYMENT

Jhanavi Sakinala
1-1-300/28 Shanti nilayam ashoknagar
Hyderabad – 500020
TS
IN

Dear Jhanavi,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for Fixed-Term Employment (hereinafter the "Offer cum Appointment Letter") the position of **Network Ops Specialist** at **Hyderabad**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days.**

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. **Date of Commencement**

Your fixed-term employment with Amazon India will commence on **28-Sep-2020** and shall end as per the provisions contained in Section 14 hereinbelow.

2. **Probation**

You shall be on probation for a period of 6 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 3 more months or terminate your employment with Amazon India with immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

3. Duties

3.1 You will be employed in the position of **Network Ops Specialist**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

3.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.

3.3 You acknowledge that during the course of your fixed-term employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

3.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

4. Hours of Work

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

5. Place of Work

Your initial place of work will be at Amazon India's in Hyderabad. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

Moreover, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

6. Remuneration

6.1 Your Annual Base Pay will be Rs.**343,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer`s and the employee`s provident fund contributions. Your salary will compensate you for all hours worked.

6.2 Amazon India has the right to deduct from your monthly salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies , or your failure to return Amazon India's property.

6.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.

7. Provident Fund

Amazon India will contribute to a Provident Fund as and when required by the Employees' Provident Fund and Miscellaneous Provision Act, 1952, and as further described in Amazon India's Policies and Procedures.

8. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

9. Confidential Information and Confidentiality Obligations

9.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

(1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;

(2) computer code (including source code and object code) or software developed, modified, or used by the Company;

(3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

THE REGISTRAR THE FOUNDATION FOR HIGHER EDUCATION (Deemed-to-University) Under Section 3 of the UGC ACT, 1956

THE FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

17FMOCHH010044

TeQuent Technologies

October 1st, 2020.

Ms. PAMULAPARTHI ARCHITA KIRAN

H.No 12-11-1385, Boudha Nagar, Warasiguda, Secunderabad, 500061

Sub: Offer and Welcome to TEQUENT IT SERVICES AND SOLUTIONS

Dear **ARCHITA KIRAN**,

Thank you for the keen interest you have shown in our organization. Consequent to your application and the subsequent discussions you had with us, we are pleased to inform that it has been decided to make you an offer for a career with **TEQUENT IT SERVICES AND SOLUTIONS**. Please accept our heartiest congratulations and we welcome you to our pursuit of Excellence.

TeQuent considers all employees as associates in constant endeavor to achieve and surpass our goals.

We believe that you can make a valuable addition to our staff and invite you to accept employment with **TeQuent** on the terms set forth in this letter. You may indicate your agreement with these terms and accept this offer by signing the enclosed copy of this offer. We shall provide you letter of Appointment on the date of your joining **TeQuent**. This offer, if not accepted, will expire at the close of business on **OCTOBER 10th, 2020**.

You are requested to contact Human Resources Department to take on your assignment on or before **October 1st, 2020**.

The following are the terms of our offer:

1. Your position will be Associate Software Engineer, with reporting responsibilities to the Team Leader / President.
2. Your first day of employment will be **October 1, 2020**.
3. Your initial CTC (cost to company / Total compensation) will be Rs.**2,00,000/- per Annum** and is payable monthly in accordance with the Company's standard payroll schedule which includes all allowances.
4. Your Prohibition Period will be 6 months from date of Joining.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed-to-be-University under Section 3 of UGC Act, 1956) REGISTRAR

5. All the benefits and vacation will be determined from time to time as per the Human Resources Policies of **TeQuent**.

6. On the date of joining, you would need to submit the photocopies of the following documents (Please do bring the original testimonials for verification):
   A. Educational /Technical Certificates
   B. Passport size photographs (3 Nos.)
   C. Proof of Date of Birth / Driving License / PAN Card

We appreciate your entrepreneurial instincts and welcome your decision to join this organization. We are sure that not only you will contribute in your field of expertise but also help build this organization into a Global Player. In doing so together we will preserve the Core values that we stand for and make it happen.

With Best Wishes,

TEQUENT IT SERVICES AND SOLUTIONS

Satyadev Ganji

AUTHORISED SIGNATORY

I, **ANREDDY SAHITHI** do hereby accept this offer and acknowledge.

Signature: Archita Kiran

Date: 01 October 2020

Place: Hyderabad.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

17FMUCHH010059

Zephirum

04 November 2020

Dear Bhanu Prasad Kadumuri

Traineeship

Further to our discussions we have pleasure in giving you an offer in our Company as *Trainee Derivatives Analyst.*
Training will commence at our premises and will start on 09 November 2020.

Your compensation package would be as in Annexure A.

You will abide by the rules and regulations of the Company as may be in force from time to time and if any violation made would be subjected to the Disciplinary action.

This offer letter is based on the information furnished during the interviews you had with us and documents submitted to us. If, at any time in future, it comes to light that any of this information is incorrect or any relevant information has been withheld, then your employment is liable to be terminated without notice.

On the date of joining, please bring the following documents for verification / submission:

1. Original and copies of educational certificates and mark sheets.
2. Relieving letter, experience, and salary certificate from previous employer (if any)
3. Original & copy of your passport or similar photo ID.
4. Original PAN Card
5. A passport and stamp size coloured photograph.

Kindly sign and return to us the duplicate copy of this letter and Annexure as your Acceptance.

We welcome you to Zephirum and look forward to your contribution to our growth and yourself.

Yours Sincerely

For Zephirum Research Private Limited
HR Manager
Aswathi Chathothe

Bhanu Prasad Kadumuri
Acceptance Signature

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(Deemed to be University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

17FMUCH010060

Broadridge

Broadridge Financial Solutions (India) Private Limited
Registered Office:
Survey No. 64 (Adjacent to Cyber Towers)
Hi-TecCityMadhapurSerilingampallMandal
Ranga Reddy District, Telangana
CIN: U74999TG2007PTC052368

B +91 40 6627 8000, 4432 8000
F +91 40 6602 8444
E info-brindia@broadridge.com
www.broadridge.com

September 28, 2020

Mr. Srikrishna Srinivasan,
Flat no 302 , royal palace apartment ,
road no - 30 , alkapoor, Hyderabad

Dear Srikrishna,

Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization. Pease find the details below:

Position: Business Analyst

Grade: G2L1

Date of Joining: On or before September 28, 2020

Compensation: Gross compensation of Rs.365,884 /- (Rupees Three Lakhs Sixty Five thousand Eight hundred and eighty four Only) per year including 12% variable performance bonus linked to your and company's performance. Details are attached.

Training Period: On your acceptance of this offer, you will be required to undergo a training program. This training program can be either external, internal or a combination based on our business needs, as determined by us from time to time. You will be evaluated at appropriate intervals during the training program and at the end of the training program, you will be required to undergo such qualifying and evaluation tests as per business needs of the organization.

Probation Period: You would be on probation for the period of six months (including your training period) from the date of joining. Based on your performance during this period and subject to you successfully completing the training program and the qualifying and evaluation tests, you will be offered a full time position with the organization. You will not be entitled to terminate or resign from the services during the probation period. Provided however, that we shall be entitled to terminate your services at any time during the probation period without giving any notice. Upon the expiry of the probation period, we shall be entitled to terminate your employment by giving 1 months' notice and in accordance with our Separation Policy applicable to employees, which may be amended from time to time.

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Service Agreement: You are required to serve the organization for a minimum period of 1 year from the date of joining, including the probation period. In the event of breach of this clause, you shall compensate us by paying the total cost of your training on technology, product, domain and business, in accordance with the provisions contained in the Deputation Agreement executed by you with us. Upon the expiry of the above minimum period of service, in case of termination / resignation of services, either party will be required to give a three month notice in writing.

Place of work: Your initial place of work will be at Hyderabad. However, your services are transferable and you may be assigned at our sole discretion, to any location in India or abroad where the Company or any one of its associates or customers, conducts business.

You are required to sign a copy of this letter confirming the acceptance and compliance of the terms of offer and policies existing and modified from time to time. If this does not reach us within 5 days, it shall be deemed that you have rejected this offer of employment.

Please find the details of the terms & conditions of this offer attached. Please note that this is intended to be kept strictly confidential. Prior to joining the Company, you will be required to execute an Employment Agreement with the Company, in the format prescribed by the Company, containing the detailed terms and conditions governing your employment.

Once again, let me express our unanimous excitement at the prospect of you joining the organization. We look forward to the prospect of a long and mutually rewarding professional relationship.

Sincerely,

Rajita Singh
Head Human Resources

Accepted

Srikrishna Srinivasan

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(Deemed-to-be-University) Under Section 3 of the UGC ACT,1956

Broadridge

Details Of Salary

Name : Srikrishna Srinivasan

Position : Business Analyst, G2L1

	Rs. / pm	Rs.
A. Monthly Salary		
• Basic Salary	14,359	
• House Rent Allowance (40% of Basic Salary)	5,744	
• Flexible Benefits	3591	23694
B. Standard Benefits		
• Provident Fund (12% of Basic Salary)	1,723	
• Gratuity	690	2409
Gross Monthly Salary		26,107
Total Yearly Salary		313,284
Bonus (Variable linked to Company's and individual's performance up to 12% of Yearly Salary)		37,600
ZETA Card		15,000
Gross Yearly Compensation		365,884

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(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

17FMUCHH010126

Intellipaat Software Solutions Pvt Ltd.

Khykha Court, 1st Floor, No.5,
I Cross, Madiwala, Hosur Road,
Bengaluru, Karnataka 560068.
www.intellipaat.com
PH: 070223 74614

Date: 05th February 2020

FORM 'A'

To,
Shivani Mahidhara
Bangalore

Dear Shivani,

We are pleased to forward you the Offer Letter attached herein and would like to formally welcome you to the growing Intellipaat family.

We are sure that you have had sufficient opportunity to understand in detail about your job role and about the organization. We would be glad to provide you with further clarification if you need it.

You are required to report for duty at our Bangalore office. The address of our office is as follows:

Address: Intellipaat Software Solutions Private Limited

Ground Floor, indiqube Building, AMR Tech park Hosur Rd, Bommanahalli, Bengaluru, Karnataka 560068

We are in the process of building a robust organization, wherein professionals would find full satisfaction of working in an interesting, challenging and fruitful job environment. In this connection, we are eagerly looking forward to your contributions to the Intellipaat family as a valued employee soon.

Kindly return the duplicate copy of the appointment letter, duly signed, as a token of your acceptance of the same.

We look forward to a mutually beneficial and long lasting relationship with you.

Yours Truly,
For Intellipaat Software Solutions Private Limited

S.Vijayalakshmi

REGISTRAR
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(Deemed to be University under Section 3 of the UGC Act, 1956)

Bala Krishna Murthy
Human Resource Manager

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

IntelliPaat
Software Solutions Pvt Ltd.

Khykha Court, 1st Floor, No.5,
I Cross, Madiwala, Hosur Road,
Bengaluru, Karnataka 560068.
www.intellipaat.com
PH: 070223 74614

Date: 05th February 2020

To,
Shivani Mahidhara
Bangalore

Dear Shivani,

Sub: Offer Letter

Pursuant to the interview you had with us and based on the representations made by you, you have been shortlisted and we have the pleasure in appointing you on the rolls of **Intellipaat Software Solutions Pvt. Ltd.,** on the following terms and conditions:

1) Designation:

Your designation will be **'Inside Sales Executive' (Night Shift).**

2) Compensation & Benefits:

a. The Compensation & Benefits applicable to you is personal and should be treated with utmost confidence. This is not to be discussed or divulged to anybody else other than for statutory purposes.

b. Your Annual Compensation will be Rs. 5, 92,400/- (Rupees Five Lacks ninety Two Thousand Four Hundred Only). The details are stated in Annexure 1. (The employee is eligible for Rs. 1,00,000/- of Insurance after 3 months of joining)

c. Your compensation will be reviewed after the completion of **12 months** from the date of your joining.

d. Your salary and its components, incentives, performance bonus, sign on bonus, monetary or non-monetary benefits and /or any other statutory benefits and deductions will be governed by company's policies / procedures, taxation policies and statutory guidelines that are applicable from time to time.

3) Effective Date of Joining:

You are requested to report for duty on 1st **June 2020**. Your appointment will come into effect from your date of joining.

4) Notice Period:

Subject to any other agreement between you and the Company:

a. Your employment is terminable by Intellipaat without giving notice in writing in the probation period. Your probation period is of 6 months and based on your performance you will be made as permanent employee.

b. He/she needs to serve 30 days of notice period without fail or else management of Intellipaat can hold salary/experience letter/relieving letter which is at the sole discretion of the management.

c. The Company reserves the right to pay or recover salary in lieu of notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on gross salary.

d.

e. In the event of any breach in the terms and conditions stated in the Services Conditions and/ or Non-Disclosure Agreement or any act amounting to misconduct, your services are liable to be terminated without any notice or payment in lieu.

5) Retirement:

On your 58th birthday you will be relived from your official duties

6) Service Conditions and Non-Disclosure Agreement:

a) Your services will be governed by additional terms and conditions as explained in the Service Conditions, and Non-Disclosure Agreement.

b) These terms and conditions, Service Conditions, and Non-Disclosure Agreement are subject to statutory requirements and Company Policy.

Note:

- Number of working days is 6 days in a week for the first 4 months.
- Week offs will be based on roster. You are eligible to avail alternative Saturday off, 5th month onwards based on your performance.
- Minimum working duration must be 9 hours including one hour lunch/dinner break.
- Your incentives will be calculated on a monthly basis.
- On achievement of the incentives, it will be disbursed only on the following month.

Yours Truly,

For Intellipaat Software Solutions Private Limited

REGISTRAR
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Bala Krishna Murthy
Human Resource Manager

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

I agree to accept the terms and conditions mentioned above and also the Service Conditions and Non- Disclosure Agreement documents enclosed with this letter.

Name: **Place:**----------

Signature: ---------- **Date:**----------

IntelliPaat

Annexure 1

Name: Shivani Mahidhara

	Monthly Income	Yearly
Basic	16,510	198,120
HRA	7,040	84,480
Conveyance Allowance	1,600	19,200
Mobile bill	704	8,448
Broadband bill	704	8,448
Medical reimbursement	1,250	15,000
Special allowance	3,592	43,104
PF (Employee Contributions) -D	1,800	21,600
PF (Employeer Contributions) -C	1,800	21,600
Professional Tax - E	200	2,400
Fixed Cost to Company -A	35,200	422,400
Performance Link Incentives -B	10,000	120,000
Take Home (A+B-C-D-E)	41,400	
Yearly Performance Bonus		50,000
Total Cost to Company		**592,400**
Considered 100% achievement of incentives		

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17FMUCHH010315

Mutual Mobile
Offer of Employment

Dear Archana Chellapilla,

Mutual Mobile Solutions Pvt. Ltd., is pleased to extend an offer of full-time employment starting no later than 1 September 2020. This offer of employment will expire in two days from the date of this letter. The following terms apply:

JOB DESCRIPTION

Initially, your title will be Digital Marketing Associate, in the Marketing Department and you will report to and have duties assigned to you by Nick Evans. You agree to devote your entire full-time professional efforts to Mutual Mobile during your employment with the company.

COMPENSATION

Your monthly rate will be INR 33,751 which when annualised is equivalent to INR 4,05,000. Such Salary shall be paid (less applicable withholding) in arrears in equal monthly instalments on or before 2nd day of the month.

You will be entitled to participate in group insurance and employee benefit plans, if any, that are currently offered by Mutual Mobile or that the company offers to its employees generally during the term of your employment, subject to the terms and conditions of the plans. You understand that such benefit plans are subject to modification or termination at the sole discretion of Mutual Mobile.

ADDITIONAL AGREEMENTS

Concurrently with the execution of this letter, Employee and Employer will execute an Employee Proprietary Information and Inventions Agreement. Your final appointment of this position is contingent upon successful completion of a background investigation. You must also execute a Wage Deduction Authorization Agreement.

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17fMOCHH0103 63

TeQuent Technologies

October 1st, 2020.

Ms. ANREDDY SAHITHI

H.No 2-10-168, Sri Rama Colony, Uppal, Hyderabad, 500039.

Sub: Offer and Welcome to TEQUENT IT SERVICES AND SOLUTIONS

Dear **Anreddy Sahithi**,

Thank you for the keen interest you have shown in our organization. Consequent to your application and the subsequent discussions you had with us, we are pleased to inform that it has been decided to make you an offer for a career with **TEQUENT IT SERVICES AND SOLUTIONS**. Please accept our heartiest congratulations and we welcome you to our pursuit of Excellence.

TeQuent considers all employees as associates in constant endeavor to achieve and surpass our goals.

We believe that you can make a valuable addition to our staff and invite you to accept employment with **TeQuent** on the terms set forth in this letter. You may indicate your agreement with these terms and accept this offer by signing the enclosed copy of this offer. We shall provide you letter of Appointment on the date of your joining **TeQuent**. This offer, if not accepted, will expire at the close of business on **OCTOBER 10th, 2020**.

You are requested to contact Human Resources Department to take on your assignment on or before **October 1st, 2020**.

The following are the terms of our offer:

1. Your position will be Associate Software Engineer, with reporting responsibilities to the Team Leader / President.
2. Your first day of employment will be **October 1, 2020**.
3. Your initial CTC (cost to company / Total compensation) will be Rs.**2,00,000/- per Annum** and is payable monthly in accordance with the company's standard payroll schedule which includes all allowances.
4. Your Probation Period will be 6 months from date of Joining.

REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION Deemed to be University Under Section 3 of UGC ACT, 1956 HYDERABAD

5. All the benefits and vacation will be determined from time to time as per the Human Resources Policies of **TeQuent**.

6. On the date of joining, you would need to submit the photocopies of the following documents (Please do bring the original testimonials for verification):
   A. Educational /Technical Certificates
   B. Passport size photographs (3 Nos.)
   C. Proof of Date of Birth / Driving License / PAN Card

We appreciate your entrepreneurial instincts and welcome your decision to join this organization. We are sure that not only you will contribute in your field of expertise but also help build this organization into a Global Player. In doing so together we will preserve the Core values that we stand for and make it happen.

With Best Wishes,

TEQUENT IT SERVICES AND SOLUTIONS

Satyadev Ganji

AUTHORISED SIGNATORY

I, **ANREDDY SAHITHI** do hereby accept this offer and acknowledge.

Signature: Sahithi Anreddy

Date: 01 October 2020

Place: Hyderabad.

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(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17FMUCH10364

WeMakeScholars EdTech Pvt Ltd.

WE MAKE SCHOLARS

11th February 2020

To: Mr. Akash Agarwal,

Dear Akash Agarwal,

WeMakeScholars Edtech Pvt. Ltd. ("the Company") is pleased to offer you employment as **Trainee Financial Officer** at Hyderabad on the following terms:

1. Duties

As Trainee Financial Officer, you agree to devote the whole of your professional time, attention and energy to the performance of your designated tasks and not, directly or indirectly, consult with, advise, work for or have any interest in any competing business or pursuit during this employment that creates a conflict of interest.

2. Remuneration Package

Annual Compensation: You are being offered an annual CTC of **Rs. 2,84,000 (Two lacs Eighty-Four thousand only)** which is divided into Fixed Pay (inclusive of standard company benefits) of Rs. 2,04,000 (Two Lacs Four thousand only) plus performance-based variable pay of Rs. 80,000 (Eighty Thousand only). Annexure-I specifies the breakdown of fixed pay into net monthly take home.

3. Benefits

You shall be entitled to any benefits available to personnel in your job category and for which you are eligible in accordance with any benefit plan or policy adopted by the Company during your employment. Please check Annexure- II for the details of benefits.

4. Exclusive Monetary Compensation

You agree that your compensation under Clause 2 of this letter constitutes the full and exclusive monetary consideration and compensation for all services rendered by you under this letter of agreement.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

THE ICFAI FOUNDATION FOR HIGHER EDUCATION REGISTRAR

5. Working Hours

The normal expected standard working hours are 9 am to 6 pm from Monday to Saturday with 2nd and 4th Saturday Off. However, there may be occasions where you may be required to work beyond these hours and you are expected to cooperate accordingly. Your salary includes compensation for any such additional hours.

6. Employment Contract:

You are obliged to serve a minimum period of 12 months at the company. If you break this contract before completing your tenure, you would be relieved on payment of a sum of money equal to three month's salary in lieu thereof.

7. Separation with no Cause

For separation with no Cause, either party may give notice of separation of employment at any time, subject to one month's notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's salary in lieu thereof. Following any termination of the period of Employment, you shall fully co-operate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also co-operate in the defense of any action brought by any third party against the Company that relates in any way to your acts of commissions while employed by the Company provided that you are adequately compensated for such co-operation and that all costs and expenses associated with the same, including any legal costs incurred by you, are paid by the Company. You agree that all property, including, without limitation, all equipment, tangible proprietary information documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your Employment, belongs to the Company and shall be returned promptly to the Company upon termination of the period of Employment.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed to be University Under Section 3 of the UGC Act, 1956)

8. Separation for Cause

At any time, by notice to you specifying the reason for termination, the Company may terminate your employment for cause (as defined below): The Company shall pay you all compensation then due and owing, together with any variable performance pay that has accrued or been declared but that has not yet been paid. Termination for "cause" means the failure on your part to properly carry out your duties after notice by the Company of the failure to do so and an opportunity for you to correct the same within a reasonable time from the date of receipt of such notice, conviction for theft, fraud or another serious crime by a court of competent jurisdiction, or dishonesty or gross, willful and persistent misconduct by you involving the property, business or affairs of the Company or the carrying out of your duties.

9. Policies and Procedures

You agree to adhere to the policies and procedures contained in the Company's Employee Handbook as they may from time to time be amended by the Company and called to your attention. You also agree that these policies and procedures shall be binding upon you, except that if they are inconsistent with this letter of agreement, this letter of agreement shall govern. You agree that it is your duty to acquaint yourself with the Company's policies and procedures, which are available to you in the offices of the Company, in case of doubt as to your conduct, rights or obligations and in advance of taking an action. You also agree to the terms of the Company's Employee Confidentiality and Non-Compete Agreement, which you agree to review carefully and to sign before commencing employment.

10. Modification

The terms of this letter of agreement between you and the Company may be amended only by an agreement in writing signed by you and the Company.

11. Entire Agreement

The terms of this letter of agreement together with its attachments, when accepted and signed by you, embody the complete agreement and understanding between

you and the Company related to your employment. Once agreed to, this letter of agreement supersedes any and all other prior or contemporaneous oral or written agreements between you and the Company with respect to your employment and contains all of the agreements of any kind whatsoever between you and the Company with respect to your employment. You and the Company acknowledge that no representations, inducements, promises or agreements, whether oral or written, express or implied, have been made either by you or by anyone acting on behalf of the Company that are not incorporated in this letter and that no other agreement or promise not contained in this letter shall be valid or binding.

12. Voluntary Agreement

You represent and agree that you have reviewed all aspects of the terms set forth in this letter, have carefully read and fully understand all of its provisions, have had the opportunity to review any and all of its aspects with legal, tax or other advisors of your choice, and, by your signature below, are voluntarily entering into this agreement with the Company.

13. Pre-Joining requirements: On the date of signing the offer letter, please submit the following documents:-

i. Originals of all educational certificates (10th, 12th, Degree certificate)
ii. Copy of last 3 months payslips
iii. Copy of Relieving Letter
iv. Copy of all work experience certificates
v. Copy of proof of date of birth & address
vi. Copy of Pan card

These documents will be with the organization for your employment tenure.

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Date: **September 24, 2020**

Nampally Deepthi Varma
Hyderabad, India
deepthivarma90@gmail.com
deepthivarma90@gmail.com

Sub: Letter of Appointment

Dear **Nampally,**

We are pleased to offer you the position of **Managed Response Coordinator** at Reputation.com India Private Limited ("Company"), having its registered office at Manjeera Trinity Corporate, 2nd Floor, # 203, K P H B Phase 3, Kukatpally Hyderabad - 500072, Telangana, India, on the following terms and conditions.

1. **Location:** You will be based at the Company's offices in Hyderabad. The Company retains the right to transfer you to any other office, or department, within or outside India. On such a transfer, you will be governed by the rules and regulations and other working/service conditions as applicable at the place of posting. You agree and understand that at all times you will maintain a validity period of at least 6 months in your passport, to facilitate traveling outside India, for business needs, as and when required by the Company.

2. **Probation:** You will be on probation for a period of 6 months from the Joining Date (as defined hereinafter). During this period, the Company will review and evaluate your performance. At the end of the Probation Period, the Company reserves the right to a) terminate your services immediately, without any notice; b) extend the period; or c) confirm you as a regular employee, in writing, or electronically (via an email). During the Probation Period, the Company reserves the right to terminate your employment at any time, without notice.

3. **Compensation:** Your compensation package will be **INR 3,00,000 (Three Lakhs Rupees Only) per annum**. The breakup of emoluments is appended to this letter. Your salary will be payable as per the addendum in accordance with the Company policy and payroll procedure and will be subject to all tax and other statutory deductions. Your salary will be reviewed periodically by the Company in accordance with the policies of the Company as in effect from time to time. The Company also reserves the right to downward revise the Employee's Salary.

4. **Benefits:** You will also be entitled to participate in incentive schemes and discretionary benefits provided by the Company, from time to time, at its sole discretion, and as per the eligibility criteria and other terms and conditions of the respective Company policies. It is clarified that participation in any benefit or incentive scheme does not give you a continued right to receive such benefits in the future, and any such benefits are at the sole discretion of the Company. Nothing in this Section 4 creates a right to continued employment with the Company.

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5. **Stock Option:** Subject to approval by the Board of Directors of Reputation.com, Inc. (the "Parent"), you will be eligible to receive a grant of 2,000 options to purchase shares of the Parent's common stock pursuant to Parent's 2007 Equity Incentive Plan (the "Plan") and the Option Agreement For Non-U.S. Optionholders, with 25% of these options vesting one year from your start date, and the remainder vesting in equal monthly installments during the 36 months thereafter. The option award will be considered and, if approved, granted at a regularly scheduled quarterly Board Meeting and will be priced at the fair market value on the day of the grant.

6. **Working Hours:** Your working hours will be flexible, based on the Company requirements, and as per Company policies and procedures. You may be required to work in a 24/7 environment based on the business needs.

7. **Responsibility:** You shall operate with the highest degree of initiative, efficiency and responsibility. You will at all times act bearing in mind the best interests of the Company and will at no time, do or say anything which compromises the Company's goals or reputation, including by way of submitting or posting anything online on any social media site (eg Facebook, Twitter, Instagram, LinkedIn etc.) or otherwise. You will devote all working hours to the business of the Company, and will not engage in any other business or profession (whether for remuneration or not) during your tenure of employment with the Company and will not take up positions of leadership or management (regardless of it being independent or non-executive in nature) without the prior permission of the Company.

8. **Joining Date:** Your expected date of joining the Company is on or before **October 15, 2020** or such other date as conveyed to you by the Company, like your first day of work ("**Joining Date**"). You will be reporting to **Ankit Shukla**. The Company reserves the right to change your reporting line at any time, as per its business needs, and at its sole discretion.

9. **Leave:** You will be entitled to annual leave, sick leave and casual leave as per the Company leave policy, as amended from time to time.

10. **Termination with Notice:** At any time after the confirmation of your employment, the Company or you may terminate this employment with written notice of two months, or payment of salary in lieu thereof. The Company reserves the right to require you to serve the full notice period and complete the assignment based on business needs or to allow you to serve out a shorter notice period instead.

11. **Termination for Cause:** The Company may terminate your services immediately without notice, or pay in lieu thereof, in the event of your negligence or willful misconduct relating to your employment, including but not limited to, poor attendance, habitual unauthorized absence or unauthorized absence for a period exceeding 8 days, insubordination, violation of the Letter of Appointment, violation of Company policies and procedures, providing false information regarding educational qualifications and experience, breach of any statutory duty or for any act or omission adversely affecting the goodwill,

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Legato
An Anthem Company
Health Technologies

30-Sep-2020

Ashish Patnaik
Hyderabad

Reg: Offer of employment

Dear Ashish,

We are pleased to offer you the position of **Associate - Claims** at **Legato Health Technologies LLP** and your work location will **Hyderabad – GAR – T9**. We hope you are as excited about this opportunity as we are to have you on our team.

The annualized salary being offered to you is **INR.230000/- (Two Lakh Thirty Thousand Rupees Only)** less applicable withholding taxes. The detailed compensation structure is given in Annexure - A.

This offer is contingent upon (i) your acceptance of the same within 3 business days; (ii) on confirmation that you are legally authorized and available to work in your position at the agreed location on your start date of **05-Oct-2020** and at all times thereafter, (iii) the successful verification of your background information; and (iv) you reporting to Legato on the Date of Joining. Legato reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you, including in case of any failure by you to comply with all conditions mentioned in this offer letter.

On the Date of Joining, you are required to produce certified true copies of all your credentials as asked for.
Your employment with Legato will commence on the Date of Joining and subject to completion of all joining formalities, including those conditions mentioned above. The joining conditions also include you being present to complete the Legato induction and on-boarding process. In the current remote working environment, this will include you being physically present at the address provided by you during the on-boarding process with Legato and being able to receive Legato company property including the laptop as part of the induction and on-boarding process within the time period as stipulated by Legato to you. You will also need to complete related induction processes, which may be conducted remotely by Legato at its discretion. Please note the Legato property including, but not limited to, the laptop, intellectual property, notes, reports etc., as may be provided to you are the property of Legato at all times and are to be used with utmost care. The property of Legato is subject to inspection by Legato personnel at any time with or without notice.

You will be also be required to sign an employment agreement and confidentiality agreement with Legato on the Date of Joining. Until the employment agreement is fully executed by you and the entire induction and on-boarding process has been completed as discussed above, please note that no relationship (employment, contractual or otherwise) will exist between the parties.

We look forward to you joining the Legato team!

Sincerely,

Mosur K Saisekar
Country Head
Legato Health Technologies LLP

Ashish Patnaik
Date:

Legato
An Anthem Company Health Technologies

Annexure – A

Associate Name: Ashish Patnaik		
Designation: Associate - Claims		
Component	**Per Annum (INR)**	**Per Month (INR)**
Basic Salary	186000	15500
HRA	15143	1262
LTA	--	--
Special Allowance	--	--
Gross Salary	**201143**	**16762**
Employer's contribution to PF	22320	1860
ESI	6537	545
Total Fixed Pay	230000	19167
Cost to Company (CTC)	**230000**	**19167**

Note:

- *Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.*
- *As per Payment of Gratuity Act, 1972, you will be eligible for gratuity payment that will be over and above your CTC.*
- *Shift Allowance payable based on the shift timing (except general shift).*
- *Transport deduction is applicable only for associates working in general shifts.*
- *Medical Insurance cover for Associate including five dependents for a principal amount of INR 3,00,000 /-*
- *Coverage amount for Personal accident and Term Life Insurance would be 5 times of CTC each*
- *Notice period will be 3 months*
- *Employee State Insurance (ESI) deduction applicable as per ESI Act 1948.*

Sincerely,

Mosur K Saisekar
Country Head
Legato Health Technologies LLP

Ashish Patnaik
Date:

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amazon | Development Centre India

OFFER CUM APPOINTMENT LETTER FOR FIXED-TERM EMPLOYMENT

Sunanda K
Addagutta, Samatha Nagar,, Kukatpally
Hyderabad – 500072
TS
IN

Dear Sunanda,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for Fixed-Term Employment (hereinafter the "Offer cum Appointment Letter") the position of **Transaction Risk Investigator** at **Hyderabad**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days.**

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. **Date of Commencement**

Your fixed-term employment with Amazon India will commence on **23-Nov-2020** and shall end as per the provisions contained in Section 14 herein below.

2. **Probation**

You shall be on probation for a period of 3 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation

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Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

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Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 3 more months or terminate your employment with Amazon India with immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

3. Duties

3.1 You will be employed in the position of **Transaction Risk Investigator**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

3.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.

3.3 You acknowledge that during the course of your fixed-term employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

3.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

4. Hours of Work

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The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

5. Place of Work

Your initial place of work will be at Amazon India's in Hyderabad. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

Moreover, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

6. Remuneration

6.1 Your Annual Base Pay will be Rs.**300,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee`s provident fund contributions. Your salary will compensate you for all hours worked.

6.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including, without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts

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or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies , or your failure to return Amazon India's property.

6.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.

7. Provident Fund

Amazon India will contribute to a Provident Fund as and when required by the Employees' Provident Fund and Miscellaneous Provision Act, 1952, and as further described in Amazon India's Policies and Procedures.

8. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

9. Confidential Information and Confidentiality Obligations

9.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

(1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;

(2) computer code (including source code and object code) or software developed, modified, or used by the Company;

(3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

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Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

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Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tes: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo EGS (India) Private Limited
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

June 23, 2020

Mudarapu Yamini
Hyderabad

OFFER OF EMPLOYMENT

Dear Mudarapu,

We are pleased to offer you a position at **Wells Fargo EGS (India) Private Limited ("Wells Fargo"),** and your appointment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you. On your first day of employment **June 27, 2020 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo EGS (India) Private Limited,Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serlingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Affiliate/Associated Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo.
- **Confidential Information and Inventions:** As an employee of Wells Fargo, you will have access to Wells Fargo's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Wells Fargo, or it's Affiliate/Associated Company or that of its customers or partners. Accordingly you agree to sign a separate employee information and inventions assignment agreement ("Employee Proprietary Information and Inventions Assignment Agreement"), Non-Disclosure Agreement and agreed re-assignment as and when necessary. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any

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former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Wells Fargo.

- **Exclusivity of Service:** You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing any of the duties of your employment, in accordance with the terms and conditions of this letter. You are required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Wells Fargo and/or its Affiliate/Associated Companies at all times during the course of your employment with Wells Fargo. You must not carry on, during the term of your employment, without the prior express permission of Wells Fargo or any person so authorized by Wells Fargo obtained in writing, any lecturing assignments or any business either alone or in partnership, nor be directly or indirectly employed or concerned with as principal, agent or otherwise in any business, trade or profession whatsoever. During the term of employment and for a period of 1 year immediately following the expiration or earlier termination of employment, you agree not to interfere with the business of Wells Fargo in either of the following ways: (i) solicit or attempt to solicit any employee, independent contractor or consultant of Wells Fargo to become an employee, consultant or independent contractor to or for any other person or entity, or (ii) solicit any customers of Wells Fargo with whom you had contact or whose identity you learned as a result of your employment with Wells Fargo. For purposes of this letter, you agree that a customer is any person or entity to which Wells Fargo has provided goods or services at any time during the period commencing six (6) months prior to your employment with Wells Fargo and ending on the date your employment with Wells Fargo ends.

- **Probation:** You will be on probation for a period of **six (6)** months from the date of joining Wells Fargo. If necessary and at the discretion of Wells Fargo, the probation period may be extended by a further period of **three (3)** months. You will be confirmed for employment upon successful completion of the probation period.

- **Required Absence:** Certain positions in the Company are covered by Required Absence from Sensitive Positions Policy (***RA Policy***), which will be effective 1 January 2018 for International team members. This will apply to you only if your role is for a Position covered by RA Policy. Coverage may change from time to time so that even if your Position is not covered now, it may be covered by RA Policy later depending on business requirements. You will be separately informed if the Position is covered or will be covered by RA Policy. If your Position is covered by RA Policy, you will be required to be away from the role for a minimum period of two consecutive (2) weeks or ten (10) consecutive working days per year on a qualifying period of absence, during which time you will not be permitted to perform sensitive task work associated with the Position, including, but not limited to, accessing Wells Fargo systems or devices, remotely or otherwise, in relation to such sensitive task work. Other mandatory time away requirements may apply even if the Position is not covered by RA Policy, as set out in the Handbook. Working with HR and your manager, you may use a combination of the following absences or assignments (only if such absences or assignments are applicable to your Position) to comply with the RA Policy:
    - Paid Time Off (scheduled or unscheduled)
    - Compensatory Time Off
    - Leave of absence
    - Other Paid Time Away
    - Off-site training or professional conferences
    - On-site training, temporary job reassignments or temporary assignments specifically designated and approved by line-of-business senior management and the group risk officer
    - Unpaid time off, as appropriate

- **Provisional Certificate:** This offer of employment is subject to successful submission of your provisional certificate /final year mark sheet without any arrears on or before - 26 December 2020. In the event you fail to submit the provisional certificate/mark sheet substantiating the fact that you hold the required qualification, Wells Fargo, at its discretion, shall revoke this offer of employment in its entirety.

- **Separation with No Cause:** For Separation with No Cause during the Probation Period either party may give notice of separation of employment at any time, subject to one (1) months' notice in writing. Wells Fargo at its sole discretion has a right to waive the notice period on payment of a sum of money equal to one month's salary in lieu thereof. Following completion of the Probation period, either party may give notice of separation of employment at any time, subject to two (2) months' notice in writing. Wells Fargo, at its sole

discretion has a right to waive the notice period on payment of a sum of money equal to two (2) month's salary in lieu thereof. Following any termination of the period of Employment, you shall fully cooperate with Wells Fargo in all matters relating to the winding up of pending work on behalf of Wells Fargo and the orderly transfer of work to other employees of Wells Fargo. You agree that all property, including, without limitation, all equipment, tangible proprietary information documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your Employment, belongs to Wells Fargo and shall be returned promptly to Wells Fargo upon termination of the period of Employment.

- **Separation for Cause:** At any time, by notice to you specifying the reason for termination, the Wells Fargo may terminate your employment for cause. Termination for "cause" means the failure on your part to properly carry out your duties after notice by the Wells Fargo of the failure to do so and an opportunity for you to correct the same within a reasonable time from the date of receipt of such notice, conviction for theft, fraud or another serious crime by a court of competent jurisdiction, or dishonesty or gross, willful and persistent misconduct by you involving the property, business or affairs of the Wells Fargo or the carrying out of your duties. Wells Fargo shall only pay you all fixed compensation then due and owing, together with accrued vacation pay and benefits prior to the date of termination.
- **Code of Conduct:** Your appointment at Wells Fargo would require you to be bound by the prevailing code of conduct, rules, regulations, policies, procedures and guidelines of the Wells Fargo.
- **Wells Fargo's Employee Handbook:** The provisions of the Wells Fargo EGS Team Member (employee) handbook (as amended from time to time) shall govern your employment except so far as they are inconsistent with the terms of this letter. You will be provided access to Wells Fargo's Team Member handbook via the Wells Fargo intranet once you have joined Wells Fargo. Your appointment with Wells Fargo would require you to be bound by all rules; regulations and guidelines issued by Wells Fargo from time to time, in relation to personal and professional conduct, and discipline. You are also required to sign the "Code of Ethics and Business Conduct." Your acceptability of these agreements and compliance to rules, regulations and policies shall also be deemed to be a part of employment terms at Wells Fargo.

- **Miscellaneous: Wells Fargo assumes that the information provided by you in all aspects related to your background check or otherwise is accurate and comprehensive. In the event, the information provided by you is found to be false or fraudulent, Wells Fargo shall have right including but not limited to revoke this offer letter or terminate your employment with Wells Fargo, as the case may be.** In case any provisions or part thereof in this letter is held to be invalid or unenforceable by any court of competent jurisdiction, it will not affect the validity or enforceability of the remaining provisions or parts thereof. The information contained in this letter of appointment is 'Personal & Confidential'. This letter contains sensitive, personal and confidential information and its contents are not to be shared with or divulged to other Wells Fargo employees excepting your supervisor(s) or the Human Resources Department.

For Wells Fargo EGS (India) Private Limited

Chandrasekhar Narayana Bhatta
Authorized Signatory

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Agreed to and accepted by:

Mudarapu Yamini
Printed Name and Signature/Date

Wells Fargo EGS (India) Private Limited
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

Annexure 'A'

Compensation and Benefits Summary

June 23, 2020

Team Member Name: Mudarapu Yamini
Designation: Operations Accountant 2
Grade Code: OAC2

Your total annual compensation package is as follows:

Salary Head	**Monthly INR**
Basic @ 50% of Total Annual Fixed Compensation	16667
Provident Fund (Employer Contribution, 12% of Gross Basic)	2000
Gratuity (4.81% of Gross Basic)	802
Flexible Allowance	13865
Total Monthly Gross	33333
	Annual INR
Total Annual Fixed Compensation	**400000**
Variable Performance Pay *	20000
Total Cost to Company	**420000**

Insurance Benefits and other benefits shall be provided to team members as per the existing Company policy and may be amended from time to time. Any statutory benefits (including, but not limited to maternity leaves where applicable) that may be provided under the applicable laws will also be available to eligible team members.

Notwithstanding anything herein, Wells Fargo may at its sole discretion amend or repeal discretionary benefits without giving any notice to team members. It is hereby declared that benefits provided to team members (except Total fixed Compensation) are not the consideration of the employment. Currently, Insurance Benefits are as under:

- Group Medical Insurance = INR 5,00,000 for all Team Members (Coverage for Team member, Spouse, Children and Parents). Parental Medical Insurance limit would be INR 200,000. This is a sub-limit of the overall annual benefit limit and will cover either one or both parents.
- Personal Accident Cover = 3 times total annual fixed compensation
- Term life cover = 3 times total annual fixed compensation

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- Please note that the above mentioned sum towards the Variable Performance Pay ("VPP") is not an entitlement but a discretionary pay out and therefore, an indicative number, which will vary from year to year based on your performance and the performance of the Company and parent company. This variation will also impact the Total Cost To Company and the figure will change accordingly. You may further note that payout of VPP shall be on pro-rata basis for partial year worked.
- The Variable Performance Pay (VPP) mentioned in the offer is only an indicative number. The actual VPP pay-out is subject to change basis several factors, and shall be decided by Wells Fargo at its discretion. In order to be eligible for VPP payout, you should be employed for more than 3 (three) months of the performance period. Team members that are no longer on company payroll or are serving notice period as on the VPP payout date will not be eligible for the VPP payout.

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Wells Fargo EGS (India) Private Limited
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

Annexure 'B

List of Documents to be submitted prior to joining Wells Fargo

S No.	Description
1	Education provisional certificate and mark sheets of the highest qualified degree / professional qualification.
2	Experience Certificate and Relieving Letter (and/or Acceptance of resignation letter) of last two employers.
3	Copy of passport (first and last pages)
4	Two (2) passport size photographs
5	A self-attested copy of the PAN (Permanent Account Number) card.

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Acknowledged by ishareddy.k25@gmail.com (Isha Deepika Kalavakuru on 8/20/2020 7:29:07 AM)

17FMOCHH010612

amazon | Development Centre India

OFFER CUM APPOINTMENT LETTER

Isha Deepika Kalavakuru
Banjara Hills road no 12 mla, Crown sham apartments
Hyderabad
500034
IND

Dear Isha Deepika,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **Customer Service Associate** at **Hyderabad**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days.**

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. **Date of Commencement**

Your employment with Amazon India will commence on **24-Aug-2020**.

2. **Probation**

You shall be on probation for a period of 6 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 3 more months or terminate your employment with Amazon India with

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

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immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

3. **Duties**

3.1 You will be employed in the position of **Customer Service Associate**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

3.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.

3.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

3.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

4. **Hours of Work**

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

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5. Place of Work

Your initial place of work will be at Amazon India's facility in Hyderabad. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

6. Remuneration

6.1 Your Annual Base Pay will be Rs.**236,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer`s and the employee`s provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.

6.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.

6.3 You will be eligible for an increment of the base salary paid during the immediately previous month, and such increment will be made every 6 (Six) months from the date of your joining Amazon India, subject to your base pay being less than the maximum defined for your position.

6.4 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.

7. Provident Fund

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17FMUCHH010625

Private & Confidential

Date : 02/12/2020

SAMALA HARITHA REDDY

6-1-85/1 SHIVARAMPALLY RAJENDRANAGAR

TELANGANA -500052

APPOINTMENT LETTER

Dear SAMALA HARITHA REDDY ,

Subsequent to the meetings between **Concentrix Daksh Services India Private Limited** (hereinafter, 'Concentrix'/'Company') and you, we are pleased to make an offer of employment on the following terms and conditions. Your compensation and benefits are detailed in the attached Annexure.

1. Appointment

1.1 You shall be appointed to the position of **Representative, Operations** in Comp Grade **12**. This would be your Social Job Title and your Job profile , would be **Advisor I, Transaction Processing**. Any change in your Social Job Title / Job profile will be at the discretion of the Company, depending upon the work assigned to you. Job profile must be used for all internal communication and in your e-mail signature. Social job title can be used for business cards and LinkedIn. You may use your Job profile for social purposes as well.

1.2 Your initial place of work shall be **Hyderabad** .

However, your services are transferable to any other role, competency, place or office of the Company or to any subsidiary or associate company, whether now existing or still to be formed. Such transfer/deputation will be in accordance with the Company's rules being in force at the time. On transfer or assignment, you will be governed by the Rules, Regulations and Conditions of Service applicable to that location or role. Refusal to accept such transfer or assignment may lead to disciplinary action including but not limited to termination of your employment.

1.3 Your appointment will be effective from **07/12/2020** or at an earlier date as mutually agreed, subject to your completing the on boarding formalities. You are required to submit all the documents (as per the Mandatory Document Checklist) on **04/12/2020** failing which the Company reserves the right to withdraw this offer letter and/or cancel your appointment. If this date is not suitable, please contact us immediately at **basani.kumar@concentrix.com** to seek an alternative date on which to submit all required documents.

Please note that the offer will be withdrawn at the Onboarding date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date.

1.4 On on-boarding / joining you shall report to HR Representative or any other person nominated by him/her.

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Haritha Reddy
Signature of Candidate

CNX/REC/ART/AGHR/AFTE/6.1

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1.5 As per Company regulations you are required to furnish before joining, documentary proof of your last drawn salary, educational qualifications and work testimonials and also that you are free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date. (Document Checklist)

2. Terms and Conditions:

2.1 Valid Passport:

(A) Comp Grade 12 & 11: Clause 2.1.1

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. If you do not hold a valid passport on the date of joining, you must apply for a passport and submit copy of your passport within 180 days from your date of joining. Failure to do so may lead to termination of your employment.

In the event that you fail to submit a copy of your passport within 180 days from date of joining, the Company may instead (and at its sole discretion) require you to undergo a background check from a service provider identified and approved by the Company. Such background check will verify details such as your residential details, criminal records, and other details as determined by the Company.

(B) Comp Grade 10: Clause 2.1.2

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. In the absence of a valid passport, proof of having applied for passport should be submitted on the day of joining and a copy of your valid passport should be submitted within 90 days from date of joining. Failure to do so may lead to termination of your employment.

However, In the event that you fail to submit the copy of passport within 90 days from date of joining, the Company may instead (and at its sole discretion) require you to undergo a background check from a service provider identified and approved by the Company. Such background check will verify details such as your residential details, criminal records, and other details as determined by the Company.

2.1.3 If you are not an Indian citizen, you will be required to submit evidence of your authorization to work in India, along with any other proof of identity that the Company may require. It is a condition of your employment that you maintain such authorization to work in India for the duration of your employment (unless you are permanently transferred to an office outside India).

2.2 While in the employment of the Company, you may be required to undergo mandatory on-the job training/s as per applicable policies and procedures of the Company, at the end of which an assessment may be conducted. If you do not clear the assessment then the Company reserves a right to either:

a) Require you to undergo another training program; or
b) Offer you a transfer to an alternate process (which may have a reduced pay structure) if declared "Not Suitable" for the process you were originally hired for. Please note that in the event of you not consenting to the transfer to the alternate process or to the reduced pay structure your services may be terminated; or
c) Terminate your services.

2.3 The compensation offered to you is based on your employment history credentials including your prior work experience, the type of industry and compensation offered to you by the previous employer. If you are unable to produce documentary evidence (Please see the Document Checklist in the Annexure) to substantiate the same, your compensation shall be modified and the compensation offered in this Appointment letter shall no longer be valid.

Haritha Reddy
Signature of Candidate

2.4 Your employment with the company shall at all times be subject to the receipt of satisfactory reference / verification checks, which may include criminal, financial and any other background checks as required by the Company based on its business requirements. The Company will terminate your employment in the event of an unsatisfactory background check. In the event of negative background verification, the company at its sole option, may allow you to provide justification / explanation for re-verification with supporting documents, in response to its show cause notice, so issued. In such event, you will be put on 'Leave without pay' from the date of issue of show cause notice until the revised findings are received for final closure of the case.

2.5 The Company may, at its sole discretion, also require you to undergo a drug test at any time. If such drug test indicates use of an illegal drug or a non-medically prescribed controlled substance and/or alcohol dependence, the Company reserves the right to take suitable action against you, including but not limited to termination of your services.

2.6 The Company may pay you such fixed amount/ stipend as it may so decide, during the period of your undergoing structured process/ product and other essential training sessions. Performance incentive will be applicable to you only after you commence regular working in operations.

2.7 The initial period of probation is 365 days from your date of joining. You will be deemed to be confirmed at the end of the probation period unless communicated otherwise, through normal and accepted modes of employee communication within the company.

2.8 During the period of probation, your services may be terminated by either party giving the other **15 Days** notice or **gross** salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you **gross** salary for the notice period. However, no such notice or notice pay shall be payable in case your services are terminated on account of failing the background check, for misconduct or if you are unable to provide sufficient documentary evidence to establish your employment history credentials.

2.9 After confirmation and thereafter, your services may be terminated at any time by either party giving the other a **30 Days** notice or **gross** salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you **gross** salary for the notice period. However, due to exigencies of business, the Company at its sole discretion may not agree to take the **gross** salary in lieu of notice and ask you to serve the entire or part of the notice period. No such notice or notice pay shall be payable by the organization in case your services are terminated on account of any misconduct by you.

2.10 In the event that you are transferred by the Company to another position (which may include transfer to a new role, competency, or office) or location of the Company, the terms and conditions applicable to the new position or location (including, but not limited to the compensation and benefits, allowances, entitlements, rules, regulations and conditions of service of such new position or location) shall apply to you.

2.11 You will automatically retire on attaining the age of 58 years. The age as declared in your application shall be binding on you. An extension, however, may be given at the discretion of the Company. You may be retired earlier if found medically unfit.

2.12 While in the employment of the Company, you are in no way allowed to be employed by any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

2.13 You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business or activities of the Company. You agree to disclose fully to the Company any such interest or circumstances which may arise during your employment.

2.14 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.

2.15 You are expected to maintain an acceptable level of performance during your tenure with the organization. Failure to meet expected standards may lead to initiation of a Performance Improvement Plan and/ or termination in case of no improvement in performance.

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HYDERABAD

2.16 The company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off may not necessarily be for 2 days and not necessarily be on Sunday.

Signature of Candidate

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3. Confidentiality

3.1 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients – the information you may have acquired while in the employment of the Company.

3.2 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the Company.

3.3 Upon separation from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.

3.4 You will abide by the information security policy of the company and all the rules and regulations contained therein.

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

3.6 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you.

3.7 During the course of your employment you may come across a lot of information related to the clients that the Company deals with and/or with the end consumers of our clients; any such information is strictly confidential and you shall not disclose it to any unauthorized person.

4. The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring in to the organization, manuals, documents, papers, memos, and files etc., which are classified.

5. All communication between the employee and the Company shall deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. In the event of failure on the employee's part to discharge this obligation, the service of any communication shall be deemed to be complete and effective on the address mentioned herein.

6. This appointment is based on the information supplied by you in your application for employment and will otherwise be treated as null and void if a material error, in the Company's opinion is discovered and/or due to non-disclosure of relevant information about you to the company.

7. The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.

8. Your continuance in employment is subject to your maintaining clean criminal and financial records.

9. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.

10. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.

11. "Female employee will be eligible for all the benefits, as applicable under the provisions of the Maternity Benefit Act, 1961, and the Rules made there-under, as amended from time to time.

12. Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.

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Signature of Candidate

CNX/REC/ART/AGHR/AFTE/6.1

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It is highly recommended that before you begin your journey with Concentrix, please visit the website www.concentrix.com The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At Concentrix, we're changing the world every day and we will be delighted to have you as part of our team.

Please sign the copy of this offer letter and return it to us as an indication of your interest in joining us on the given date. Please note that your employment stands confirmed only after you complete your joining formalities on the reporting date. This offer is liable to be withdrawn based on business requirements at any time prior thereto.

The terms of this offer are strictly confidential between you and the Company.

Yours sincerely,

Haritha Reddy

Signature Not Verified

Digitally signed by DS CONCENTRIX DAKSH SERVICES INDIA PRIVATE LIMITED 3
Date: 2020.12.02 01:17:06 +05:30
Reason: Concentrix Hiring
Location: Hyderabad

Authorized Signatory (Please Sign above)

I agree to accept employment on the above-mentioned terms and conditions. I will report for duty on 07/12/2020.

Candidate Name : SAMALA HARITHA REDDY

Candidate's Signature : Haritha Reddy

Date : 04-12-2020

P. Vijayalakshmi

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178MUCHH016690

Legato
An Anthem Company
Health Technologies

03-Dec-2020

Bindela Jahnavi
Hyderabad

Reg: Offer of employment

Dear Bindela,

We are pleased to offer you the position of **Associate - Claims** at **Legato Health Technologies LLP** and your work location will **Hyderabad – GAR – T9**. We hope you are as excited about this opportunity as we are to have you on our team.

The annualized salary being offered to you is **INR.230,000/- (Two Lakh Thirty Thousand Rupees Only)** less applicable withholding taxes. The detailed compensation structure is given in Annexure - A.

This offer is contingent upon (i) your acceptance of the same within 3 business days; (ii) on confirmation that you are legally authorized and available to work in your position at the agreed location on your start date of **07-Dec-2020** and at all times thereafter, (iii) the successful verification of your background information; and (iv) you reporting to Legato on the Date of Joining. Legato reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you, including in case of any failure by you to comply with all conditions mentioned in this offer letter.

On the Date of Joining, you are required to produce certified true copies of all your credentials as asked for.
Your employment with Legato will commence on the Date of Joining and subject to completion of all joining formalities, including those conditions mentioned above. The joining conditions also include you being present to complete the Legato induction and on-boarding process. In the current remote working environment, this will include you being physically present at the address provided by you during the on-boarding process with Legato and being able to receive Legato company property including the laptop as part of the induction and on-boarding process within the time period as stipulated by Legato to you. You will also need to complete related induction processes, which may be conducted remotely by Legato at its discretion. Please note the Legato property including, but not limited to, the laptop, intellectual property, notes, reports etc., as may be provided to you are the property of Legato at all times and are to be used with utmost care. The property of Legato is subject to inspection by Legato personnel at any time with or without notice.

You will be also be required to sign an employment agreement and confidentiality agreement with Legato on the Date of Joining. Until the employment agreement is fully executed by you and the entire induction and on-boarding process has been completed as discussed above, please note that no relationship (employment, contractual or otherwise) will exist between the parties.

We look forward to you joining the Legato team!

Sincerely,

S.V. Jayalakshmi

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Mosur K Sairsekar
Country Head
Legato Health Technologies LLP

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Bindela Jahnavi
Date:

Legato
An Anthem Company
Health Technologies

Annexure – A

Associate Name: Bindela Jahnavi		
Designation: Associate - Claims		
Component	**Per Annum (INR)**	**Per Month (INR)**
Basic Salary	186,000	15,500
HRA	15,143	1,262
Special Allowance	--	--
Gross Salary	**201,143**	**16,762**
Employer's contribution to PF	22,320	1,860
ESI	6537	545
Total Fixed Pay	230,000	19,167
Cost to Company (CTC)	**230,000**	**19,167**

Note:

- *Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.*
- *As per Payment of Gratuity Act, 1972, you will be eligible for gratuity payment that will be over and above your CTC.*
- *Shift Allowance payable based on the shift timing (except general shift).*
- *Transport deduction is applicable only for associates working in general shifts.*
- *Medical Insurance cover for Associate including five dependents for a principal amount of INR 3,00,000/-*
- *Coverage amount for Personal accident and Term Life Insurance would be 5 times of CTC each*
- *Notice period will be 3 months*
- *Employee State Insurance (ESI) deduction applicable as per ESI Act 1948.*

Sincerely,

Mosur K Saisekar
Country Head
Legato Health Technologies LLP

Bindela Jahnavi
Date:

17FMUCHH010723

T&M Services Consulting Private Limited T
& M House, Kohinoor Complex, 'A'Wing, Next
To Maharaja Hotel,
W.E. Highway, Dahisar (East).
Mumbai- 400 068, INDIA
Tel.: +91 22 4222 0700
Fax: +91 22 4029 7562
Email: info@tmscl.com
Website: www.tnmhr.com

T&M

Ref No: TNM/ID-294961/2018-2019

Date: 29-Dec-2020

To
Ms. **Mekala Sankeethana,**

Dear Ms. Mekala Sankeethana,

Sub: Fixed Term Appointment Letter

1. This has reference to your application and subsequent interview you had with us. We are pleased to inform you that the company has decided to appoint you as a (Designation) you will be deputed at **Railtel Corporation of India Limited.** You will be working with us from **01-Oct-2020** or as desired by the client, on the following terms and conditions:

   Your monthly gross salary would be **Rs.26099.00/-(Rupees : Twenty Six Thousand Ninety Nine Only),** all inclusive.

1. Initially you will be on probation for a period of 6 months, and your probation period will be automatically extended by 3 months in case you are not confirmed in writing by the organization.

2. During the Probation period your services can be terminated without notice. Your services can be terminated by the Organization by giving you one month's notice as an when your services are not required/ you becoming surplus/ or any other reason as decided fit by the organization. In case you decide to leave the company, similarly you have to give one month's notice to the organization. You are required to give one month's notice even during the period of probation. Period of notice will be reckoned from the date of acceptance of resignation letter, in writing from our organization.

3. Your appointment will be on contract basis for a period of one year from the Date of Joining. Your Contract can be continued further as per the requirement of the organization.

4. During the period of contract, you are not supposed to engage in any part-time / full-time employment or any other gainful assignment, mainly effect your working with the organization or which is against our / our client's organizational interest.

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T&M

5. Deduction of Income Tax, Professional Tax Provident Fund ESI & other statutory deductions shall be made as per the requirements.

6. The employer reserves the right to vary the terms of your appointment however after giving you notice as may be and if required under rules or law.

7. The employer has the right to transfer you to any of its branches existing at present or Office or branches likely to open in future any wherein India, in the interest of the company's business. You shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred.

8. You have to be regular in attendance. You shall observe working hours as applicable to client's staff, where you are deputed. However you may have to attend your duties as and when required in shifts, on holidays or Sundays in accordance with the exigencies, for which no extra payment will be made. You will have to work for such extra time as may be necessary to fulfill your obligations. You are not expected to remain in the office premises after completion of your assigned work.

9. You shall record your attendance at client place through the swap card system and at the end of the month you should collect a certificate of attendance from **RAILTEL** on the basis of which salary shall be paid to you.

10. We will issue you an identity card, which should be displayed by you at all, times at our client sites.

11. CONFIDENTIALITY:

a. You will responsible or maintaining the secrecy and confidentiality and shall not divulge/disclose to anyone the information obtained by you during the course of your employment.

b. All information, data, drawings, specifications, documentation, software listings, source or object code which you would create in performance of obligations under this agreement shall be the property of us/client at all times. You shall not disclose to anybody any information, data or documents passed on by our client to you during your association with client in its projects in a manner inconsistent with the provision of this agreement.

c. You are not permitted to take away any floppy, magnetic tape or other magnetic media or written/printed documents, tool kit or any other material from the project site except with the written consent of the client coordinator, for developmental use. You shall recognize and acknowledge that any use or disclosure of the Application Software developed or under development and associated documentation will cause client irreparable loss and damage for which other remedies may be inadequate. You, therefore, undertake to make good of damages appropriately so caused.

d. You shall agrees that the ownership of the software developed by you vests exclusively with **T&M** or its client, and **T&M** or its client shall have the absolute right to use the same in any way it considers fit, any or all programs or any part of the software documentation, programming tools, skills, techniques and sub-routines used in the design, development, porting and support of the software. You shall not claim any right to any software, material etc., even though the same has been developed by the you during your association with client on client's project.

e. You shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the client. You shall ensure that the Confidential Information is properly safeguarded and you will take all necessary measures to protect it against misuse, loss destruction, alterations or deletions thereof.

f. You shall disclose to your employer any act of bad faith committed by a fellow servant or any such act or omission which comes to your knowledge and which you consider to be detrimental to the interest of your employer's business.

12. INDEMNITY:

a. You, hereby, represent and warrants to us and the client that the services provided by you shall not violate any proprietary and intellectual property rights and any third party, including without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights. You, hereby, agree to indemnify and hold client harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorneys fees, to which client may be subjected by virtue of a breach of the foregoing warranty.

b. You also agrees to indemnify and hold client harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorneys fees, to which client may be subjected by virtue of any finding related to the terms of this Agreement and/or to the services required to be provided under the terms of this Agreement, or by virtue of any contravention and/or non- compliance with any laws, ordinance, regulations and codes as may be applicable from time to time.

c. Any damage caused by you or caused foe to your act, intention or otherwise, directly/indirectly, at client's place or organization intentionally/ unintentionally resulting in damage / loss of property or equipment or any tangible / intangible items / assets, including but not restricted to the software, hardware, stationery, property etc. will be dealt severally and you will be liable for damage or loss.

13. You can be relived from services without any notice and inquiry, under the following condition's/situations

A. In case your performance is found to be unsatisfactory, or you are found violating any disciplinary norms of the organization or client.
B. In the event of rejection, dishonesty, disobedience, absence from duty without permission or any other act considered detrimental to the interest of the organization/client, or violation of one or more terms of this appointment.
C. Any activity leading to formation of groups which the organization may feel that such groups may hamper the work, peace and general client relationship.
D. Any activity resulting in loss of work at client premises or purposive delay of work, at an individual capacity or in conjunction with other colleagues, will be treated as an in disciplinary act and may result in termination of your service without notice or inquiry, with immediate effect.

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Deemed to be University Under Section 3 of the UGC ACT,1956

14. You are expected to observe the standards of cleanliness, decorum, safety and general discipline laid down by the organization or client. The organization / client is authorized to remove you from the premises if organization consider it undesirable or being not in the interest of the organization and or its employee's and workmen.

15. The candidate shall not perform any service for the organization while under the influence of alcohol or any unprescribed controlled substance. The possession of alcohol unprescribed controlled substance, drug or paraphernalia, firearms, explosives, weapons and other hazardous substance or articles are prohibited on the organization's / client's premises. In case candidate is found in possession of any of the above mentioned substances, he/she will be liable to be dismissed with immediate effect, without any notice and legal action may be taken.

T&M

16. You are expected to remain with the Client for full period of service mentioned above. By signing this agreement/letter, you acknowledge that breach of any one or more of the clause/ points of this agreement / letter will result in irreparable harm to Client and to our organization for which damages would be an inadequate remedy. Therefore, in the event of such breach, and in addition to its right and remedies otherwise available at law, Client and our organization shall be entitled to equitable relief.

17. You will not claim for any form of employment with our client, directly / indirectly or through any legal / illegal source. You are not supposed to join our client, directly or indirectly, through any legal / illegal source, where you are deputed or solicit any other gainful association with our client, during the period of your contract and six months thereafter, unless permission is obtained from our organization in writing.

18. In the event of your not being able to perform your assignment due to a disability or any other reason, you will be required to return to our organization, at the discretion of the management.

19. You will make your own arrangements for accommodation, local transport, etc. and you will not be eligible for any additional reimbursement in this regard.

20. On or before joining you must furnish the followings:
    A. 4 passport size photographs.
    B. Copy of your resignation / relieving order or service certificate and tax deduction certificate.
    C. Attested copy of Degree / Diploma Certificates.
    D. Medical Fitness certificate from your family doctor.

21. Deputation letter is enclosed with this letter.

We prefer to build an atmosphere of trust, openness, responsiveness, autonomy and growth among all member of **T&M** family.

In case, the above terms and conditions are acceptable to you, please sign on each page of the second copy of this offer of employment, in token of your having understood and agreed to the same.

Yours faithfully,

For T&M Services Consulting Pvt. Ltd.

Director

Encl: As above

I confirm my appointment on the above terms and conditions, which have been read and understood by me / have been explained to me in language known to me and I agree to abide by all the above terms and conditions.

Signature _____ Date _____

T&M

ANNEXURE I

SALARY BREAKUP

Name	Ms. Mekala Sankeethana
DOJ	01-Oct-2020
Designation	
Location	TELANGANA
Particulars	Amount (Monthly)
BASIC	16562
HRA	4969
Special Allowance	0.00
DA	3302
Medical Allowance	683
Bonus	583
Gross Salary – (A)	**26099**
EMPLOYEE PF	1800
Income Tax	0.00
PT	0.00
ESIC Employee	0.00
LWF Employee	0.00
Total Deduction - (B)	**1800**
Net Take Home – (A-B)	**24299**
Add:- Company's Contribution	
Employer PF	1800
PFAdmin	75
EDLI	75
LWF Employer	0.00
ESIC Employer	0.00
Total Addition	**1950**
Monthly CTC	**28049**

Note: Salary structure can be revised on the discretion of management or changing of statutory norms.

***LWF is a statutory deduction to be deducted as applicable.**

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

17PMUCHH010730

12:43 38%

THARUN RAJU BIRUDA...

Legato

08-Oct-2020

THARUN RAJU BIRUDARAJU
Hyderabad

Reg: Offer of employment

Dear THARUN,

We are pleased to offer you the position of **Associate - Claims** at **Legato Health Technologies LLP** and your work location will **Hyderabad – GAR – T9.** We hope you are as excited about this opportunity as we are to have you on our team.

The annualized salary being offered to you is **INR.230000/- (Two Lakh Thirty Thousand Rupees Only)** less applicable withholding taxes. The detailed compensation structure is given in Annexure - A.

This offer is contingent upon (i) your acceptance of the same within 3 business days; (ii) on confirmation that you are legally authorized and available to work in your position at the agreed location on your start date of **12-OCT-2020** and at all times thereafter, (iii) the successful verification of your background information; and (iv) you reporting to Legato on the Date of Joining. Legato reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you, including in case of any failure by you to comply with all conditions mentioned in this offer letter.

On the Date of Joining, you are required to produce certified true copies of all your credentials as asked for.
Your employment with Legato will commence on the Date of Joining and subject to completion of all joining formalities, including those conditions mentioned above. The joining conditions also include you being present to complete the Legato induction and on-boarding process. In the current remote working environment, this will include you being physically present at the address provided by you during the on-boarding process with Legato and being able to receive Legato company property including the laptop as part of the induction and on-boarding process within the time period as stipulated by Legato to you. You will also need to complete related induction processes, which may be conducted remotely by Legato at its discretion. Please note the Legato property including, but not limited to, the laptop, intellectual property, notes, reports etc., as may be provided to you are the property of Legato at all times and are to be used with utmost care. The property of Legato is subject to inspection by Legato personnel at any time with or without notice

You will be also be required to sign an employment agreement and confidentiality agreement with Legato on the Date of Joining. Until the employment agreement is fully executed by you and the entire induction and on-boarding process has been completed as discussed above, please note that no relationship (employment, contractual or otherwise) will exist between the parties.

We look forward to you joining the Legato team!

Sincerely,

Mosur K Saisekar
Country Head
Legato Health Technologies LLP

THARUN RAJU BIRUDARAJU
Date:

Legato Health Technologies LLP | www.legatohealth.com

Head Office: [illegible] Business Park, Floors 6-12, Block Banyan (B1), Outer Ring Road, Nagawara, Bengaluru, Karnataka - 560045
Ph: 080-61524009 | GSTIN: 29AAHFL3010G2ZI

Branch Office: Floors 8 and 9 of T1 and T2, Laxmi Infotech Park, Sarjapur Village, Gambhat Mandal, Ranga Reddy Dist., Telangana - 500035 | Ph: 8010417 9933 | GSTIN: 36AAHFL3010G1ZH

Branch Office: RGA Tech Park, Floor 8 - 11, Block 4, Chikkakannalli Village, Sarjapur Main Road, Bangalore, Karnataka - 560035 | GSTIN: 29AAHFL3010G2ZI

LLPIN: AAL-0928 | PAN: AAHFL3010G

Legato

Annexure – A

Associate Name: THARUN RAJU BIRUDARAJU		
Designation: Associate - Claims		
Component	**Per Annum (INR)**	**Per Month (INR)**
Basic Salary	186000	15500
HRA	15143	1262
LTA		-
Special Allowance		-
Gross Salary	**201143**	**16762**
Employer's contribution to PF	22320	1860
ESI	6537	545
Total Fixed Pay	230000	19167
Cost to Company (CTC)	**230000**	**19167**

Note:

- *Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.*
- *As per Payment of Gratuity Act, 1972, you will be eligible for gratuity payment that will be over and above your CTC.*

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17FMUCHH010759

T&M Services Consulting Private Limited T
& M House, Kohinoor Complex, 'A'Wing, Next
To Maharaja Hotel,
W.E. Highway, Dahisar (East).
Mumbai- 400 068, INDIA
Tel.: +91 22 4222 0700
Fax: +91 22 4029 7562
Email: info@tmscl.com
Website: www.tnmhr.com

T&M

Ref No: TNM/ID-294214/2018-2019

Date: 17-Oct-2020

To
Mr. **P.Anudeep Reddy,**

Dear Mr. P.Anudeep Reddy,

Sub: Fixed Term Appointment Letter

1. This has reference to your application and subsequent interview you had with us. We are pleased to inform you that the company has decided to appoint you as a (Designation) you will be deputed at **Railtel Corporation of India Limited.** You will be working with us from **07-Sep-2020** or as desired by the client, on the following terms and conditions:

   Your monthly gross salary would be **Rs.26099.00/-(Rupees : Twenty Six Thousand Ninety Nine Only),** all inclusive.

1. Initially you will be on probation for a period of 6 months, and your probation period will be automatically extended by 3 months in case you are not confirmed in writing by the organization.

2. During the Probation period your services can be terminated without notice. Your services can be terminated by the Organization by giving you one month's notice as an when your services are not required/ you becoming surplus/ or any other reason as decided fit by the organization. In case you decide to leave the company, similarly you have to give one month's notice to the organization. You are required to give one month's notice even during the period of probation. Period of notice will be reckoned from the date of acceptance of resignation letter, in writing from our organization.

3. Your appointment will be on contract basis for a period of one year from the Date of Joining. Your Contract can be continued further as per the requirement of the organization.

4. During the period of contract, you are not supposed to engage in any part-time / full-time employment or any other gainful assignment, mainly effect your working with our organization or which is against our / our client's organizational interest.

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5. Deduction of Income Tax, Professional Tax Provident Fund ESI & other statutory deductions shall be made as per the requirements.

6. The employer reserves the right to vary the terms of your appointment however after giving you notice as may be and if required under rules or law.

7. The employer has the right to transfer you to any of its branches existing at present or Office or branches likely to open in future any wherein India, in the interest of the company's business. You shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred.

8. You have to be regular in attendance. You shall observe working hours as applicable to client's staff, where you are deputed. However you may have to attend your duties as and when required in shifts, on holidays or Sundays in accordance with the exigencies, for which no extra payment will be made. You will have to work for such extra time as may be necessary to fulfill your obligations. You are not expected to remain in the office premises after completion of your assigned work.

9. You shall record your attendance at client place through the swap card system and at the end of the month you should collect a certificate of attendance from **RAILTEL** on the basis of which salary shall be paid to you.

10. We will issue you an identity card, which should be displayed by you at all, times at our client sites.

11. CONFIDENTIALITY:

a. You will responsible or maintaining the secrecy and confidentiality and shall not divulge/disclose to anyone the information obtained by you during the course of your employment.

b. All information, data, drawings, specifications, documentation, software listings, source or object code which you would create in performance of obligations under this agreement shall be the property of us/client at all times. You shall not disclose to anybody any information, data or documents passed on by our client to you during your association with client in its projects in a manner inconsistent with the provision of this agreement.

c. You are not permitted to take away any floppy, magnetic tape or other magnetic media or written/printed documents, tool kit or any other material from the project site except with the written consent of the client coordinator, for developmental use. You shall recognize and acknowledge that any use or disclosure of the Application Software developed or under development and associated documentation will cause client irreparable loss and damage for which other remedies may be inadequate. You, therefore, undertake to make good of damages appropriately, so caused.

d. You shall agrees that the ownership of the software developed by you vests exclusively with **T&M** or its client, and **T&M** or its client shall have the absolute right to use the same in any way it considers fit, any or all programs or any part of the software documentation, programming tools, skills, techniques and sub-routines used in the design, development, porting and support of the software. You shall not claim any right to any software, material etc., even though the same has been developed by the you during your association with client on client's project.

e. You shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the client. You shall ensure that the Confidential Information is properly safeguarded and you will take all necessary measures to protect it against misuse, loss destruction, alterations or deletions thereof.

f. You shall disclose to your employer any act of bad faith committed by a fellow servant or any such act or omission which comes to your knowledge and which you consider to be detrimental to the interest of your employer's business.

12. INDEMNITY:

a. You, hereby, represent and warrants to us and the client that the services provided by you shall not violate any proprietary and intellectual property rights and any third party, including without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights. You, hereby, agree to indemnify and hold client harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorneys fees, to which client may be subjected by virtue of a breach of the foregoing warranty.

b. You also agrees to indemnify and hold client harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorneys fees, to which client may be subjected by virtue of any finding related to the terms of this Agreement and/or to the services required to be provided under the terms of this Agreement, or by virtue of any contravention and/or non- compliance with any laws, ordinance, regulations and codes as may be applicable from time to time.

c. Any damage caused by you or caused foe to your act, intention or otherwise, directly/indirectly, at client's place or organization intentionally/ unintentionally resulting in damage / loss of property or equipment or any tangible / intangible items / assets, including but not restricted to the software, hardware, stationery, property etc. will be dealt severally and you will be liable for damage or loss.

13. You can be relived from services without any notice and inquiry, under the following condition's/situations

A. In case your performance is found to be unsatisfactory, or you are found violating any disciplinary norms of the organization or client.
B. In the event of rejection, dishonesty, disobedience, absence from duty without permission or any other act considered detrimental to the interest of the organization/client, or violation of one or more terms of this appointment.
C. Any activity leading to formation of groups which the organization may feel that such groups may hamper the work, peace and general client relationship.
D. Any activity resulting in loss of work at client premises or purposive delay of work, at an individual capacity or in conjunction with other colleagues, will be treated as an in disciplinary act and may result in termination of your service without notice or inquiry, with immediate effect.

14. You are expected to observe the standards of cleanliness, decorum, safety and general discipline laid down by the organization or client. The organization / client is authorized to remove you from the premises if organization consider it undesirable or being not in the interest of the organization and or its employee's and workmen.

15. The candidate shall not perform any service for the organization while under the influence of alcohol or any unprescribed controlled substance. The possession of alcohol unprescribed controlled substance, drug or paraphernalia, firearms, explosives, weapons and other hazardous substance or articles are prohibited on the organization / client's premises. In case candidate is found in possession of any of the above mentioned substances, he/she will be liable to be dismissed with immediate effect, without any notice and legal action may be taken.

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16. You are expected to remain with the Client for full period of service mentioned above. By signing this agreement/letter, you acknowledge that breach of any one or more of the clause/ points of this agreement / letter will result in irreparable harm to Client and to our organization for which damages would be an inadequate remedy. Therefore, in the event of such breach, and in addition to its right and remedies otherwise available at law, Client and our organization shall be entitled to equitable relief.

17. You will not claim for any form of employment with our client, directly / indirectly or through any legal / illegal source. You are not supposed to join our client, directly or indirectly, through any legal / illegal source, where you are deputed or solicit any other gainful association with our client, during the period of your contract and six months thereafter, unless permission is obtained from our organization in writing.

18. In the event of your not being able to perform your assignment due to a disability or any other reason, you will be required to return to our organization, at the discretion of the management.

19. You will make your own arrangements for accommodation, local transport, etc. and you will not be eligible for any additional reimbursement in this regard.

20. On or before joining you must furnish the followings:
    A. 4 passport size photographs.
    B. Copy of your resignation / relieving order or service certificate and tax deduction certificate.
    C. Attested copy of Degree / Diploma Certificates.
    D. Medical Fitness certificate from your family doctor.

21. Deputation letter is enclosed with this letter.

We prefer to build an atmosphere of trust, openness, responsiveness, autonomy and growth among all member of **T&M** family.

In case, the above terms and conditions are acceptable to you, please sign on each page of the second copy of this offer of employment, in token of your having understood and agreed to the same.

Yours faithfully,

For T&M Services Consulting Pvt. Ltd.

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(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

Director

Encl: As above

I confirm my appointment on the above terms and conditions, which have been read and understood by me / have been explained to me in a language known to me and I agree to abide by all the above terms and conditions.

Signature _____ Date _____

T&M

ANNEXURE I
SALARY BREAKUP

Name	Mr. P.Anudeep Reddy
DOJ	07-Sep-2020
Designation	Marketing Executive
Location	Secundarabad
Particulars	**Amount (Monthly)**
BASIC	16562
HRA	4969
Special Allowance	0.00
DA	3302
Medical Allowance	683
Bonus	583
Gross Salary – (A)	**26099**
EMPLOYEE PF	1800
Income Tax	0.00
PT	200
ESIC Employee	0.00
LWF Employee	0.00
Total Deduction - (B)	**1800**
Net Take Home – (A-B)	**24099**
Add:- Company's Contribution	
Employer PF	1800
PFAdmin	75
EDLI	75
LWF Employer	0.00
ESIC Employer	0.00
Total Addition	**1950**
Monthly CTC	**28049**

Note: Salary structure can be revised on the discretion of management or changing of statutory norms.
***LWF is a statutory deduction to be deducted as applicable.**

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17FMULHH010708

Legato

08-Oct-2023

SNEHA REDDY MOGILIGIDDA
Hyderabad

Reg: Offer of employment

Dear SNEHA,

We are pleased to offer you the position of **Associate - Claims** at **Legato Health Technologies LLP** and your work location will **Hyderabad – GAR – T9**. We hope you are as excited about this opportunity as we are to have you on our team.

The annualized salary being offered to you is **INR.230000/- (Two Lakh Thirty Thousand Rupees Only)** less applicable withholding taxes. The detailed compensation structure is given in Annexure - A.

This offer is contingent upon (i) your acceptance of the same within 3 business days; (ii) on confirmation that you are legally authorized and available to work in your position at the agreed location on your start date of **12-OCT-2020** and at all times thereafter, (iii) the successful verification of your background information, and (iv) you reporting to Legato on the Date of Joining. Legato reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you, including in case of any failure by you to comply with all conditions mentioned in this offer letter.

On the Date of Joining, you are required to produce certified true copies of all your credentials as asked for.
Your employment with Legato will commence on the Date of Joining and subject to completion of all joining formalities, including those conditions mentioned above. The joining conditions also include you being present to complete the Legato induction and on-boarding process. In the current remote working environment, this will include you being physically present at the address provided by you during the on-boarding process with Legato and being able to receive Legato company property including the laptop as part of the induction and on-boarding process within the time period as stipulated by Legato to you. You will also need to complete related induction processes, which may be conducted remotely by Legato at its discretion. Please note the Legato property including, but not limited to, the laptop, intellectual property, notes, reports etc., as may be provided to you are the property of Legato at all times and are to be used with utmost care. The property of Legato is subject to inspection by Legato personnel at any time with or without notice.

You will be also be required to sign an employment agreement and confidentiality agreement with Legato on the Date of Joining. Until the employment agreement is fully executed by you and the entire induction and on-boarding process has been completed as discussed above, please note that no relationship (employment, contractual or otherwise) will exist between the parties.

We look forward to you joining the Legato team!

Sincerely,

Mosur K Saisekar
Country Head
Legato Health Technologies LLP

SNEHA REDDY MOGILIGIDDA
Date:

Legato Health Technologies LLP | www.legatohealth.com

Legato

Annexure – A

Associate Name: SNEHA REDDY MOGILIGIDDA
Designation: Associate - Claims

Component	Per Annum (INR)	Per Month (INR)
Basic Salary	1860[illegible]	[illegible]
HRA	15143[illegible]	[illegible]
LTA		
Special Allowance		
Gross Salary	**201143**	**16762**
Employer's contribution to PF	22320	1860
ESI	6537	545
Total Fixed Pay	230000	19167
Cost to Company (CTC)	**230000**	**19167**

Note:

- *Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable*
- *As per Payment of Gratuity Act, 1972, you will be eligible for gratuity payment that will be over*

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21-378

Student Name		
Kandhadi, Kushi Reddy		
Student ID 114573	Grade 12	Gender F
State ID 6049220832	Date of Birth 09/02/2002	Ethnic Code A

Parent or Guardian
Kandhadi, Shailaja Reddy & Kandhadi, Govardhan Reddy
5305 Sweet Pl
Charleston, SC 29492
843-781-9575

State of South Carolina
Standard High School Transcript - Final

Graduation Date: 06/02/2020
Class Of: 2020
Diploma Type: State of SC Diploma

School Name/Address
Philip Simmons High School
3080 River Village Drive
Charleston, SC 29492
Tel: 843-471-2960 Fax: 843-471-2989

District Name/Address
Berkeley County School District
229 E. Main Street
Moncks Corner, SC 29461
Tel: (843) 899-8600 Fax: (843) 899-8791

Crs ID	Course Title	Term	Grd	Mark	Credit
16-17 Phoenix Green					
302400HW	ENGLISH1H	YR	9	88	1.00
303200CH	CREATIVE WRITING	YR	9	85	0.50
321100HW	PHYSICALSCIENCEH	YR	9	80	1.00
339701HW	HISELECTRANHON	YR	9	80	1.00
344100CW	PHYSICAL EDUCATION 1/HEALTH	YR	9	95	1.00
369751CW	HINDI	YR	9	85	1.00
379721CH	SCIENTIFIC LABS	YR	9	85	0.50
379722CH	HUMANITIES	YR	9	95	0.50
379723CH	CAREER STUDIES	YR	9	85	0.50
379724CH	LIFE SKILLS	YR	9	95	0.50
411400HW	ALGEBRA1H	YR	9	78	1.00
452101CW	THEATER1	YR	9	95	1.00
17-18 Philip Simmons High School					
302500HW	ENGLISH2H	S2	10	88	1.00
322100HW	BIOLOGY1H	S1	10	85	1.00
336904HW	APSOCSTPREPEUROPEAN	S1	10	87	1.00
337600AW	EUROPEANHISTORYAP	S2	10	89	1.00
365100CW	SPANISH1CP	S2	10	80	1.00
412200CW	GEOMETRYCP	S1	10	93	1.00
554000CW	MEDICALTERM	S1	10	87	1.00
555500CW	SPORTSMEDICINE1	S2	10	86	1.00
18-19 Philip Simmons High School					
302600HW	ENGLISH3H	S2	11	74	1.00
323100HW	CHEMISTRY1H	S2	11	66	1.00
327200AW	BIOLOGYAP	S2	11	70	1.00
328903HW	APSCIPREPLABBIO	S1	11	83	1.00
336900HW	APSOCSTPREPUS	S1	11	83	1.00
337200AW	USHISTORYAP	S2	11	81	1.00
365200CW	SPANISH2CP	S1	11	82	1.00
411500HW	ALGEBRA2H	S1	11	85	1.00
18-19 VirtualSC					
334500CW	SOCIOLOGYCP	S1	11	89	1.00
19-20 BCVLP					
302700CW	ENGLISH4CP	S2	12	66	1.00
19-20 Philip Simmons High School					
333000HH	AMERICANGOVERNH	Q1	12	83	0.50
335000HH	ECONOMICSHONORS	Q2	12	81	0.50
350100CW	ART1	S1	12	70	1.00
373500EW	TEACHERCADET	S1	12	82	1.00
414100CW	PROBSTATSCP	S1	12	73	1.00
502301CW	FUNDAMENTALSOFCOMPUTING	S2	12	77	1.00
555001CW	HEALTHSCIENCE1	S2	12	85	1.00
555600CW	SPORTSMEDICINE2	S2	12	67	1.00
19-20 Trident Technical College					
201500EW	ENGLISH6	Q2	12	WP	0.00

	SC UGP GPA	4.0 GPA
GPA Summary	3.517	2.768
Class Rank	32 out of 76	
Date Calculated	June 9, 2020	

Credit Summary
Total Credit Attempted: 34.50
Total Credit Earned: 34.50

To determine the course academic level refer to the seventh character in each course ID.

If graduation date is a future date, current year reflects Work In Progress.

Information about the South Carolina Uniform Grading Policy can be found by searching for "Uniform Grading Policy" at http://ed.sc.gov/

Official Signature

Anthony Dixon, Principal
Date: June 9, 2020

An official signature and/or seal is required for manually printed transcripts (PDF format).
An official signature (.JPEG format) is required for electronic transcripts sent via secure transmission.

SC transitioned to a 10-point Grade Scale in 2016-17. Prior year courses were evaluated on a 7-point Grade Scale (see below).

2015-16	2016-17
A 93-100	A 90-100
B 85-92	B 80-89
C 77-84	C 70-79
D 70-76	D 60-69
F 0-69	F 0-59

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South Carolina
High School Diploma

The State Board of Education, on the recommendation of state officials, and the administrators and faculty of

Philip Simmons High School

awards this diploma to

Kushi Reddy Kandhadi

who has completed the required units of credit for graduation.

Given at Charleston, South Carolina, this second day of June, 2020.

Governor

Superintendent

Chair, State Board of Education

Principal

State Superintendent of Education

Scanned with CamScanner

5.2.2

BBA

2021

14850HH010051

SVKM'S NMIMS Deemed to be UNIVERSITY

Score Card for NMAT by GMAC 2021

NMAT_ID: GD190050363

NAME: LOVESH BHAMBHANI

					Remarks
Score	QS	LS	LR	Total	Shortlisted for CD/PI of MBA Indore / MBA Jadcherla (Hyderabad)
Max Score	120	120	120	360	
Score Obtained	65	73	65	203	

Minimum Score (Out of 360 Marks)				
Program	QS	LS	LR	Total
MBA	76	76	76	235
MBA Bangalore	73	73	73	230
MBA Human Resource	76	76	76	235
MBA Indore	55	55	55	200
MBA Jadcherla (Hyderabad)	55	55	55	200
MBA Navi Mumbai	73	73	73	230
Eligible program/s minimum Score (Out of 360 Marks)				

QS - Quantitative Skills
LS - Language Skills
LR - Logical Reasoning

The second stage of MBA selection Process includes an on-line Written Analytical Test (WAT) and Personal Interview (PI). We will use Zoom platform to conduct the on-line process and you will write WAT in a Google Form. No rescheduling requests will be entertained.

Candidate's Briefing Session

1. On the day of your scheduled WAT & PI session, you will receive a Zoom meeting link for the candidate briefing from ****@SBM.nmims.edu 15-30 minutes before the session begins. Please join the session 5 minutes before the session.
2. One of the faculty members from NMIMS will brief you about the WAT & PI process and salient features of MBA from NMIMS University.

WAT & PI Process

1. After the briefing, you will be sent another Zoom meeting link for WAT from ***@nmims.edu
2. You are advised to display your first & last name in the zoom meeting link for WAT & PI process.
3. Please log into that meeting and wait till you are admitted. The Admissions Personnel will check your photo Identity proof and NMAT by GMAC ID who admits you in the meeting. NMIMS personnel shall conduct your WAT using a Google form & will share the link of the Google form using the Chat facility of the Zoom meeting.

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4. You must keep video and audio on all the time. The NMIMS personnel will proctor WAT while you are writing WAT in the Google form.
5. You must submit your Google form as soon as the proctor announces that time is up. One candidate can submit the form only once.
6. Your write-up will be checked for plagiarism. Plagiarism in WAT would result in disqualification.
7. You will have a break of 30-40 minutes before your PI starts.
8. You will receive a Zoom meeting link from *****@nmims.edu for PI from the NMIMS personnel.
9. You will stay in the waiting room until admitted by the NMIMS personnel.
10. Candidate will have to wait for his/her turn. Interview will be conducted one at a time.
11. The panel group will evaluate your work experience.
12. Full WAT and PI sessions will be video recorded. Any unfair means used by a candidate at any stage will result in disqualification from the process.
13. In the event of a network dysfunctionality, please follow the panel's suggestion.
14. The whole WAT and PI process will take 4 to 5 hours.

Instructions for WAT & PI

1. Keep your photo Identity proof and NMAT by GMAC ID with you.
2. You should dress in formals.
3. You should sit in an illuminated place having minimum background noise. Your ears should be visible and not covered by hair or any device.
4. Video and audio of your PC/ Laptop should be on all the time.
5. Please ensure that you have a good network connectivity. Responsibility of a good network connectivity rests with you.
6. No separate reminders will be sent.

Note: Candidates are advised to take a print of the score card. The link of the score card will not be available after 10th March 2021.

Contd...

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WAT/PI Call Letter - MBA Programs

NMAT ID	GD190050363
Name	LOVESH BHAMBHANI
Programme Applied for	MBA, MBA Human Resource, MBA Bangalore, MBA Jadcherla (Hyderabad), MBA Navi Mumbai, MBA Indore

Program	Interview Date	Session Time on Zoom Platform	Zoom Link
MBA(CM)	04/03/21	Afternoon (01:00 PM)	You will receive Zoom invite link on the scheduled date and session time. Please note that a Gmail ID is mandatory in WAT/PI Registration Form

Due to the current pandemic the second stage of the NMIMS MBA Admissions process will be on-line. A Writing Analytical Test (WAT) replaces the Case Discussion component.

For WAT/PI registration

To be eligible to appear for the WAT & PI, please register and pay the registration fee.

Please register online by visiting https://nmims.secure.force.com/CD_PILoginPage and pay registration fee of Rs. 950/- by debit/credit card (Master/Visa). The last date of registration for WAT / PI is 14th February 2021.

The candidates also have an option to change the program preferences (subject to fulfilment of eligibility criteria). No change of preferences will be entertained later.

Please ensure that the marks and percentages for educational qualifications (10th, (10+2) or equivalent, graduation) filled in the WAT/PI registration form are on aggregate basis (not on best scores), non-compliance shall lead to disqualification of candidature and no further enquiries will be entertained in this matter.

To qualify for the program a candidate needs to be present for both WAT & PI.

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You are requested to upload scanned copies of the following documents (only PNG,JPEG,PDF are supported with maximum file size of 1 MB each).

1. WAT / PI Registration Form
2. NMAT by GMAC Admit card
3. WAT / PI Call letter
4. Statement of Purpose (around 250-300 words)
5. S.S.C. & H.S.C. mark sheet
6. Mark sheet of graduation (all available semester/trimester marksheets) & Degree Certificate (Convocation Certificate)
7. Work Experience certificate (Upto 31st December 2019 OR Proof of date of joining & Latest Salary slips) (if applicable)
8. Photo Identity proof (Passport/Pan Card/Aadhaar Card/Voter ID)
9. Extra curricular achievements (Certificates) (if applicable).

Please note that it is the responsibility of the candidate to check whether he/she is eligible to apply for the program as per the eligibility criteria declared on the website. If at any stage, it is found that a candidate does not satisfy the eligibility criteria or the information furnished by him/her is incorrect, his/her application for the admission to the programme, even if selected & fees paid, will stand cancelled and fees will be forfeited.

For any queries please write to: mailto:MBAadmissions2021@nmims.edu

Registrar
SVKM's NMIMS
(This is computer generated document does not require signature)

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CAPITAL FIRST

May 4, 2017

Lovesh Bhambhani
Hyderabad

OFFER LETTER

Dear Lovesh,

We refer to your application and subsequent interview with us and wish to inform that we are pleased to offer you employment with Capital First Limited on the broad terms as follows:

Designation	: Officer-Collections
Grade	: Graduate Trainee
Compensation	: Please refer to CTC Annexure
Location	: Hyderabad
Date of Joining (On or before)	: July 1, 2017

This offer is subject to satisfactory education, personal & employment reference checks.

Kindly bring together with you the following documents (original and a copy each) relating to you at the time of joining:

1. Address Proof Document (e.g. Ration Card, Passport, and Driving Licence)
2. Age Proof Document (e.g. School Leaving Certificate, Birth Certificate)
3. Educational Certificates and Mark Sheets of SSC, HSC, Graduation, Post-Graduation, etc.
4. Relieving Letter / Experience Certificate from the previous employer.
5. Appointment Letter of the your immediate previous employer
6. Recent salary revision letters issued by your immediate previous employer
7. Last Pay Slip issued by your immediate previous employer
8. Income Tax Form 16 (TDS Certificate), if any
9. Passport Size Photographs (5 numbers)
10. Names and Contact details of 2 References
11. Income Tax PAN Card
12. AADHAR Card

Kindly note that you will be issued on joining an Appointment Letter stating your employment terms in further details.

Please Note.

1. You are requested to submit the 'acceptance' of your resignation from your Last / Current employer within 1 week (max) post acceptance of this offer indicating a firm date of joining us.
2. You are also requested to submit your 'Relieving Letter' / 'Experience Certificate' from your Last / Current employer within 60 days (max) post joining our organization.
3. Kindly ensure that your date of joining at Capital First should not overlap with the relieving date at your Last / Current organization.
4. Capital First Limited expressly disclaims all liability with respect to actions taken or not taken based on any or all the contents of this email.
5. At any stage of the application or selection process, if any information provided by you, is found to be false, untruthful, or misleading, Capital First has all rights to take necessary action including termination.

Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer.

For Capital First Limited

Deepika Mahajan
Head- Resourcing

Student Name	BHAMBHANI LOVESH SURESH REENA
Roll No.	H085
Program Name	MASTER OF BUSINESS ADMINISTRATION
Academic Year	Acad .Year 2021-2022
Academic Session	Trimester I
Status	Eligible for next session

Subject Description	Highest Marks	Module Credit	TEE	TEE Max Marks	ICA	ICA Max Marks	Final Marks	Final Max Marks	Final Grade	GP A	CGP A	Remarks
Business Communication - I	88	3	27	40	41	60	68	100	B-	2.86	2.86	PASS
Financial Accounting	93	3	28	40	41	60	69	100	B			
Information Systems for Management	88	3	31	40	44	60	75	100	B+			
Marketing Management-I	90	3	32	40	40	60	72	100	B			
Micro Economics	86	3	26	40	41	60	67	100	B-			
Organizational Behaviour	91	3	28	40	43	60	71	100	B			
Quantitative Methods-I	91	3	21	40	38	60	59	100	C			

Grade Points: A+ : 4 ; A : 3.75 ; A- : 3.5 ; B+ : 3.25 ; B : 3 ; B- : 2.75 ; C+ : 2.5 ; C : 2.25 ; C- : 2 ; D : 1.5 ; F : 0.00 ; AB : 0.00 .

Note : The above result is provisional in nature

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Note: TEE - Term End Exam (Absolute/Factorized/Scaled Down marks as applicable); ICA - Internal Continuous Assessment; Final Marks-Final Aggregate Marks/Factorized Final Marks as applicable; AB - Absent; AA - Approved Absent; AS - Additional Subject; EX - Exempted subject; EL - Elective Subject; # - marks carried forward; " * "Lowering of Grades due to attendance default; RIA - Result Kept in Abeyance;NV - Null & Void; EE - Excluded from examination;RRLE - Result Reserved for Non-clearance of Lower Exam; FNP - Fee not Paid; DNS - Document Non Submission; S - Satisfactory; NS- Not Satisfactory

15BSUHH010257

Tech Mahindra

Tech Mahindra Limited
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CIN L64200MH1986PLC041370

Ref: 864329/1989474/Fr Non ELTP **03-Dec-2021**

Mr. Varun Kandepu
Phoenix A 403, Meenakshi Sky Lounge,
Hitec City
Hyderabad
Phone No: 7013324647

Subject: Offer of Appointment

Dear **Mr. Varun Kandepu**

It is our pleasure to welcome you to **Tech Mahindra Limited.**

1. With reference to our discussions, we are pleased to offer you an appointment in our Organization as **Asso. Co-ordinator-Operations** on **U1** under **ELTP Scheme(as Fr Non ELTP)**.

2. You will be on probation for a period of **3 Months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement**" (**ELITE**) will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.

3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.

4. Your remuneration, while on probation, has been detailed in **Annexure A**. Upon confirmation of employment, your "Annual Total Cash Compensation" will be **Indian 325000 Rupees (Rupees Three Lakh Twenty-Five Thousand)**. Please refer **Annexure B** for details on the compensation and statutory deductions.

5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

6. This Offer is valid subject to your fulfilling the following:-
   - the academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
   - meeting the set eligibility criteria at the end of your academic course;
   - meeting eligibility criteria set through any Company organized training imparted prior to your date of joining and
   - Submission of all necessary legal documentation pertaining to your employment.

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techmahindra.com
connect@techmahindra.com
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7. You are required to sign a **service bond (**Draft at **Annexure J)** with our Organization for a sum of **Indian Rupees 100000/-(INR One Lakh only)**. As per the bond you will be required to serve the Company for a minimum period of **2** years **0** Month(s) from the date of your joining. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **Rs.15,000/-** (**Rupees Fifteen Thousand Only**) towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within **2** years **0** Month(s) from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.

8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.

9. You are required to join on **06-Dec-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.

10. You are requested to report to **Nivya Arumalla** at 9:00 AM to complete the joining formalities at **TECH MAHINDRA LTD, TMLW, PLOT NO. 22 - 25 & 27 TO 34, HITECH CITY LAYOUT, MADHAPUR, RANGA REDDY DISTT, TELANGANA 500081**. At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and to submit the copies of the same to the HR Team.

11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

12. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Akhila Akella** latest by **.**

For Tech Mahindra Limited
Authorized Signatory

R Krishna

Krishna Ramaswami

Head, Resource Management Group

Encl: **Annexure-A & B** Salary Structure, **Annexure-C** Important / Indicative Terms & Conditions of Employment, **Annexure-D** Check List of Documents, **Annexure-E** Confidentiality Agreement, **Annexure-F** Medical Self Declaration, **Annexure G** Intellectual property Assignment, **Annexure-H** – General Covenant, **Annexure - I** Acknowledgement, **Annexure- J** Indemnity bond

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Date: Signature:
Mr. Varun Kandepu

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ANNEXURE – A

NAME	**Mr Varun Kandepu**
TITLE	**Asso. Co-ordinator-Operations**
BAND	**U1**
LOCATION	**HYDERABAD**

COMPONENTS	**Per Annum** (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)	89429
HRA (@50% OF BASIC)	62600
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	10731
FLEXIBLE COMPONENTS OF TFP	12813
TOTAL FIXED PAY..... (A)	**223573**
TOTAL VARIABLE PAY (TVP)..... (B)	**24842**
ADDITIONAL BENEFITS..... (C)	**11585**
GRATUITY	4302
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**260000**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Banks. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	12000
Meal card	26400

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component.

(Contd...)

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ANNEXURE A (Contd...)

3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakh** to the beneficiary on the unfortunate death of the associate

b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **Rs. 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **Rs. 2 lakh.**

c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **Rs. 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
2. **Statutory Deductions**: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited,

R Krishna

Krishna Ramaswami

Head, Resource Management Group

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ANNEXURE – B

NAME	**Mr Varun Kandepu**
TITLE	**Asso. Co-ordinator-Operations**
BAND	**U1**
LOCATION	**HYDERABAD**

COMPONENTS	**Per Annum** (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)	112431
HRA (@50% OF BASIC)	78702
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	13492
FLEXIBLE COMPONENTS OF TFP	28453
TOTAL FIXED PAY.....(A)	**281078**
TOTAL VARIABLE PAY (TVP)..... (B)	**31231**
ADDITIONAL BENEFITS..... (C)	**12691**
GRATUITY	5408
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**325000**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component.

(Contd...)

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ANNEXURE B(Contd...)

3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakh** to the beneficiary on the unfortunate death of the associate

b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **Rs. 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **Rs. 2 lakh.**

c) **Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **Rs. 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
2. **Statutory Deductions**: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

For Tech Mahindra Limited
Authorized Signatory

Krishna Ramaswami

Head, Resource Management Group

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ANNEXURE C

1. **Terms and Conditions**

(a) **Code of Conduct**. During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

(b) **Secrecy**. You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients. Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

(c) **Conflict of Interest**. Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in **Section 3**.

(d) **Non-Solicitation / Non-Compete**. You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship

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between a consultant, a supplier or a service provider and the Company

(e) Exclusivity of Services, Publications, Gifts/Anti-bribery. You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) Confidentiality / Non-Disclosure. You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

ii) All software, systems, ideas, concepts, designs, documentation, or any other material produced by you, during the period of your assignment to the Tech Mahindra will neither be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) Mandatory Period of Service. In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of 24 (Twenty Four) months from the date of your joining, you shall not leave, abandon or resign from the services of the Company. In the event of:

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i) Yourself leaving, abandoning or resigning from the services of the Company,

Or

ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training and 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **Rs. 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

2. **Assignments/Transfer/Deputation**. On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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

3. **Termination of Employment**.

i) **Training Period**: During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.

ii) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of clause 3(a) along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

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

vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the

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same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in Section 3(a) herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in Section 3(a) herein above on the grounds of misrepresentation of facts.

viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in Section 3(a) or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in Section 3(a) herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. **Statement of Facts**

(a) It must be specifically understood that this Offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

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5. **Company Policies**. You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct , the Anti-Sexual Harassment Policy and such other policies , as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies , the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. **Personal Indebtedness**. Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. **Restraints**

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

Authorization
Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking
We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords
Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software
You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security
Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for

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one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

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

9. **Intellectual Property Rights**. You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document, as and when required by Tech Mahindra Limited or the Client.

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10. **Jurisdiction**.

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

11. **Retirement**. Your services with the Company will come to an end immediately upon your attaining the age of retirement per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive. Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period

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stipulated in this letter.

12. **General**. The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This Offer is purely based on the information / documents provided by you and by accepting the Offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them.

Name in full : **Mr. Varun Kandepu**

Signature :

Address : **Phoenix A 403, Meenakshi Sky Lounge,**
Hitec City
Hyderabad

Date :

Place

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ANNEXURE - D Checklist of Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets – **Three** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Character certificate issued by College last attended
- Any other Certificate with supporting documents – if any

(b) Acceptance copy of Tech Mahindra Limited's Offer of appointment duly signed

(c) **Four** passport-sized color photographs with white background

(d) **Valid Passport**
Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(e) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

(f) **Aadhaar Card**
You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities.

(g) **Indemnity Bond**
*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations – i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond and get it notarized as on the date of joining.*

***Note:** -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.*

Your Offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the Offer.

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ANNEXURE - E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :

- The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
- The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
- The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
- I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
- I will not copy and confidential information for any purpose except with the expressed consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
- Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited. all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.

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- This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name : **Mr. Varun Kandepu**

Signature :

Date :

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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Tech Mahindra

Tech Mahindra Limited
Info city, Hi-tech City
Layout Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

ANNEXURE - F - Medical Self-Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Na _____

Gender: Male / Fema ____ Date of birth (DD/MM/YYYY ____ Blood Group ____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			

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Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

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Signature: _____

Name: **Mr. Varun Kandepu**

Date: _____
(DD/MM/YY)

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ANNEXURE - G - Intellectual Property Assignment

Associate Name: **Mr. Varun Kandepu**

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

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WITNESSED | ACCEPTED

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ANNEXURE-H - Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This **Section 4** is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra

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Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this **Section 4** by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

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8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 13 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

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Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains

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proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____ 20_____

Signature _____

Mr. Varun Kandepu

For Tech Mahindra Limited
Authorized Signatory

R Krishna

Krishna Ramaswami

Head, Resource Management Group

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ANNEXURE - I – ACKNOWLEDGMENT

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Mr. Varun Kandepu** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, [<name of candidate>], hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this ___day of_____ (month), _____(year), and hereby acknowledges, understands and agrees to the above.

Signature _____

Mr. Varun Kandepu

Witness/ Notary Public: _____

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Annexure - J

INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at _____on this _____ _____ by Mr. /Ms. /Mrs. **Name** _____**age** _____S/o Mr ._____ a permanent resident of _____ *hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

AND

Mr._____ age _____ S/o Mr ._____ a permanent resident of _____ [hereinafter called **"Surety"** which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Tech Mahindra Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Sharda Centre, Off Karee Road, Pune 411004, Maharashtra, India [hereinafter called **"Tech Mahindra"** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the **Employee** has been selected for appointment as _____

in _____ in the service of Tech Mahindra.

AND WHEREAS an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** vide letter No _____dated of **Tech Mahindra**.

AND WHEREAS the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on _____ by the **employee.**

AND WHEREAS one of the terms and conditions of the appointment is that the **Employee** shall undergo an initial training programme for a minimum period of 3 months and would be subsequently placed on assignments relating to various projects of **Tech Mahindra**. The Employee shall serve Tech Mahindra for a minimum period of twenty four (24) months from the date of joining of **the Employee** and execute an indemnity with surety in favour of **Tech Mahindra**.

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NOW THIS INDENTURE WITNESSETH as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of twenty four (24) months from the date of joining.

2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.

3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.

4. The party of the Second Part i.e. _____ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and** failure to indemnify Tech Mahindra, the Surety shall be jointly and severally liable to pay the aforesaid amount of **Rs. 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.

5. **The Employee further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by Tech Mahindra, he/she shall pay an amount of Rs. 1, 00,000 (Rupees One lakh only) with the interest thereon @ 15% per annum from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which Tech Mahindra has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by Tech Mahindra during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as Rs. 1, 00,000 (Rupees One lakh only) are reasonable, which they both agree to pay jointly and severally, on demand made by Tech Mahindra.**

6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of twenty four (24) months, and Tech Mahindra shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.

7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

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IN WITNESS whereof, the EMPLOYEE & the SURETY have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood

the contents/terms of this Indemnity Bond

Signed and delivered by the Party of the second part i.e. the Surety having read and understood

the contents/terms of this Indemnity Bond

1. WITNESS:

NAME & ADDRESS:

2. WITNESS

NAME & ADDRESS

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15BSUHH010174

PVR

INFRASTRUCTURES

Self-Employment Declaration form

Date: 13 December 2021

I, ***Sanjay Kumar Pagidipally***, confirm that I have been self-employed for **6 years 6 months** as a Board of Directors, under the business name of ***PVR Infrastructures***.

The nature of my business is ***Real Estate and Construction Management*** in and around the province of City of Hyderabad.

Thanks and Regards

Sanjay Kumar Pagidipally
Board of Directors
PVR Infrastructures

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Contact No. 8008178417
Address: House no 3-9-51, Plot No. 91, Road No 01, Central Bank Colony, Mansoorabad, L.B. Nagar, Hyderabad 500074

1SBS04H01209

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Greater Noida

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2019-21

Post Graduate Diploma in Management (Retail Management)

(Approved by All India Council for Technical Education, Ministry of HRD, Govt. of India)

This is to certify that

Mr./Ms. ***S. ROHIT KUMAR***

Roll No. ***19RM941*** *has qualified for the award of*

Post Graduate Diploma in Management (Retail Management) Full Time,

with CGPA ***7.23*** *out of 10.*

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FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Jayashree Hotta
Chairperson
Board of Governors

Director

30th June, 2021

16BSUHH010086
2019

FLY AVIONICS

Job Title : BUSINESS DEVELOPMENT MANAGER

Date:13-03-2021

Ref: FA/BDM2/Hyderabad

Mrs Sirisha Beejapuram

2-21,chilkoor village,

Moinabad mandal , rangareddy district,

Telangana,501504.

Sub: Letter of offer

Thank you for exploring career opportunity with the FLY AVIONICS PVT LTD.

You are successfully completed our initial selection process and we are pleased to make you an offer in **BUSINESS DEVELOPMENT MANAGEMENT.** We believe that you will be excellent addition to our team and very much looking forward to having you on board.

As discussed before your gross salary will be **4,00,000/- INR** per year. Your starting date will be from May 1st 2021.

We are confident you will be able to make a significant contribution to the success and we will look forward to working with you.

Please Email back if you are accepting the offer so that we can discuss the further details.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

TAMIL AZHAGAN S

Director of FLY AVIONICS PVT LTD

FLY AVIONICS PVT LTD

6-3-977,Kapadialane,

Somajiguda,500082,

Hyderabad, Telangana

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

16RS0HH010334

Department of Homeland Security
U.S. Immigration and Customs Enforcement

I-20, Certificate of Eligibility for Nonimmigrant Student Status
OMB NO. 1653-0038

SEVIS ID: N0031664744

SURNAME/PRIMARY NAME Malipatel	**GIVEN NAME** Shiva Teja Reddy	**Class of Admission**
PREFERRED NAME Shiva Teja Reddy Malipatel	**PASSPORT NAME**	**F-1**
COUNTRY OF BIRTH INDIA	**COUNTRY OF CITIZENSHIP** INDIA	
CITY OF BIRTH	**DATE OF BIRTH** 13 SEPTEMBER 1997	
FORM ISSUE REASON INITIAL ATTENDANCE	**ADMISSION NUMBER**	**ACADEMIC AND LANGUAGE**

SCHOOL INFORMATION

SCHOOL NAME Saint Louis University Saint Louis University	**SCHOOL ADDRESS** One Grand Boulevard, DuBourg Hall, St. Louis, MO 63103
SCHOOL OFFICIAL TO CONTACT UPON ARRIVAL Catherine Donahue Assistant Director	**SCHOOL CODE AND APPROVAL DATE** KAN214F10192000 17 JANUARY 2003

PROGRAM OF STUDY

EDUCATION LEVEL MASTER'S	**MAJOR 1** Logistics, Materials, and Supply Chain Management 52.0203	**MAJOR 2** None 00.0000
PROGRAM ENGLISH PROFICIENCY Required	**ENGLISH PROFICIENCY NOTES** Student is proficient	**EARLIEST ADMISSION DATE** 02 JANUARY 2021
START OF CLASSES 01 FEBRUARY 2021	**PROGRAM START/END DATE** 01 FEBRUARY 2021 - 31 DECEMBER 2022	

FINANCIALS

ESTIMATED AVERAGE COSTS FOR: 9 MONTHS		**STUDENT'S FUNDING FOR:** 9 MONTHS	
Tuition and Fees	$ 21,000	Personal Funds	$ 40,000
Living Expenses	$ 21,000	Scholarship	$ 2,000
Expenses of Dependents (0)	$ 0	Funds From Another Source	$
Other	$	On-Campus Employment	$
TOTAL	$ 42,000	TOTAL	$ 42,000

REMARKS

SCHOOL ATTESTATION

I certify under penalty of perjury that all information provided above was entered before I signed this form and is true and correct. I executed this form in the United States after review and evaluation in the United States by me or other officials of the school of the student's application, transcripts, or other records of courses taken and proof of financial responsibility, which were received at the school prior to the execution of this form. The school has determined that the above named student's qualifications meet all standards for admission to the school and the student will be required to pursue a full program of study as defined by 8 CFR 214.2(f)(6). I am a designated school official of the above named school and am authorized to issue this form.

X Catherine B Donahue

SIGNATURE OF: Catherine Donahue, Assistant Director	**DATE ISSUED** 24 November 2020	**PLACE ISSUED** St. Louis,MO

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STUDENT ATTESTATION

I have read and agreed to comply with the terms and conditions of my admission and those of any extension of stay. I certify that all information provided on this form refers specifically to me and is true and correct to the best of my knowledge. I certify that I seek to enter or remain in the United States temporarily, and solely for the purpose of pursuing a full program of study at the school named above. I also authorize the named school to release any information from my records needed by DHS pursuant to 8 CFR 214.3(g) to determine my nonimmigrant status. **Parent or guardian, and student, must sign if student is under 18.**

X

SIGNATURE OF: Shiva Teja Reddy Malipatel		**DATE**
NAME OF PARENT OR GUARDIAN	X **SIGNATURE**	**ADDRESS (city/state or province/country)** **DATE**

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

SEVIS ID: N0031664744 (F-1)

NAME: Shiva Teja Reddy Malipatel

EMPLOYMENT AUTHORIZATIONS

CHANGE OF STATUS/CAP-GAP EXTENSION

AUTHORIZED REDUCED COURSE LOAD

CURRENT SESSION DATES

CURRENT SESSION START DATE	CURRENT SESSION END DATE

TRAVEL ENDORSEMENT

This page, when properly endorsed, may be used for re-entry of the student to attend the same school after a temporary absence from the United States. Each endorsement is valid for one year.

Designated School Official	TITLE	SIGNATURE	DATE ISSUED	PLACE ISSUED
		X		
		X		
		X		
		X		

INSTRUCTIONS TO STUDENTS

STUDENT ATTESTATION. You should read everything on this page carefully. Be sure that you understand the terms and conditions concerning your admission and stay in the United States as a nonimmigrant student before signing the student attestation on page 1 of the Form I-20 A-B. The law provides severe penalties for knowingly and willfully falsifying or concealing a material fact, or using any false document in the submission of this form.

FORM I-20. The Form I-20 (this form) is the primary document to show that you have been admitted to school in the United States and that you are authorized to apply for admission to the United States in F-1 class of admission. You must have your Form I-20 with you at all times. If you lose your Form I-20, you must request a new one from your designated school official (DSO) at the school named on your Form I-20.

VISA APPLICATION. You must give this Form I-20 to the U.S. consular officer at the time you apply for a visa (unless you are exempt from visa requirements). If you have a Form I-20 from more than one school, be sure to present the Form I-20 for the school you plan to attend. Your visa will include the name of that school, and you must attend that school upon entering the United States. You must also provide evidence of support for tuition and fees and living expenses while you are in the United States.

ADMISSION. When you enter the United States, you must present the following documents to the officer at the port of entry: 1) a Form I-20; 2) a valid F-1 (unless you are exempt from visa requirements); 3) a valid passport; and 4) evidence of support for tuition and fees and living expenses while you are in the United States. The agent should return all documents to you before you leave the inspection area.

REPORT TO SCHOOL NAMED ON YOUR FORM I-20 AND VISA. Upon your first entry to the United States, you must report to the DSO at the school named on your Form I-20 and your F-1 visa (unless you are exempt from visa requirements). If you decide to attend another school before you enter the United States, you must present a Form I-20 from the new school to a U.S. consular officer for a new F-1 visa that names the new school. Failure to enroll in the school, by the program start date on your Form I-20 may result in the loss of your student status and subject you to deportation.

EMPLOYMENT. Unlawful employment in the United States is a reason for terminating your F-1 status and deporting you from the United States. You may be employed on campus at your school. You may be employed off-campus in curricular practical training (CPT) if you have written permission from your DSO. You may apply to U.S. Citizenship and Immigration Services (USCIS) for off-campus employment authorization in three circumstances: 1) employment with an international organization; 2) severe and unexpected economic hardship; and 3) optional practical training (OPT) related to your degree. You must have written authorization from USCIS before you begin work. Contact your DSO for details. Your spouse or child (F-2 classification) may not work in the United States.

PERIOD OF STAY. You may remain in the United States while taking a full course of study or during authorized employment after your program. F-1 status ends and you are required to leave the United States on the earliest of the following dates: 1) the program end date on your Form I-20 plus 60 days; 2) the end date of your OPT plus 60 days; or 3) the termination of your program for any other reason. Contact your DSO for details.

EXTENSION OF PROGRAM. If you cannot complete the education program by the program end date on page 1 of your Form I-20, you should contact your DSO at least 15 days before the program end date to request an extension.

SCHOOL TRANSFER. To transfer schools, first notify the DSO at the school you are attending of your plan to transfer, then obtain a Form I-20 from the DSO at the school you plan to attend. Return the Form I-20 for the new school to the DSO at that school within 15 days after beginning attendance at the new school. The DSO will then report the transfer to the Department of Homeland Security (DHS). You must enroll in the new school at the next session start date. The DSO at the new school must update your registration in SEVIS.

NOTICE OF ADDRESS. When you arrive in the United States, you must report your U.S. address to your DSO. If you move, you must notify your DSO of your new address within 10 days of the change of address. The DSO will update SEVIS with your new address.

REENTRY. F-1 students may leave the United States and return within a period of five months.To return, you must have: 1) a valid passport; 2) a valid F-1 student visa (unless you are exempt from visa requirements); and 3) your Form I-20, page 2, properly endorsed for reentry by your DSO. If you have been out of the United States for more than five months, contact your DSO

AUTHORIZATION TO RELEASE INFORMATION BY SCHOOL. DHS requires your school to provide DHS with your name, country of birth, current address, immigration status, and certain other information on a regular basis or upon request. Your signature on the Form I-20 authorizes the named school to release such information from your records.

PENALTY. To maintain your nonimmigrant student status, you must: 1) remain a full-time student at your authorized school; 2) engage only in authorized employment; and 3) keep your passport valid. Failure to comply with these regulations will result in the loss of your student status and subject you to deportation.

INSTRUCTIONS TO SCHOOLS

Failure to comply with 8 CFR 214.3(k) and 8 CFR 214.4 when issuing Forms I-20 will subject you and your school to criminal prosecution. If you issue this form improperly, provide false information, or fail to submit required reports, DHS may withdraw its certification of your school for attendance by nonimmigrant students.

ISSUANCE OF FORM I-20. DSOs may issue a Form I-20 for any nonimmigrant your school has accepted for a full course of study if that person: 1) plans to apply to enter the United States in F-1 status; 2) is in the United States as an F-1 nonimmigrant and plans to transfer to your school; or 3) is in the United States and will apply to change nonimmigrant status to F-1. DSOs may also issue the Form I-20 to the spouse or child (under the age of 21) of an F-1 student to use to enter or remain in the United States as an F-2 dependent. DSOs must sign where indicated at the bottom of page 1 of the Form I-20 to attest that the form is completed and issued in accordance with regulations.

ENDORSEMENT OF PAGE 2 FOR REENTRY. If there have been no substantive changes in information, DSOs may endorse page 2 of the Form I-20 for the student and/or the F-2 dependents to reenter the United States. If there have been substantive changes, the DSO should issue and sign a new Form I-20 that includes those changes.

RECORDKEEPING. DHS may request information concerning the student's immigration status for various reasons. DSOs should retain all evidence of academic ability and financial resources on which admission was based, until SEVIS shows the student's record completed or terminated.

AUTHORITY FOR COLLECTING INFORMATION. Authority for collecting the information on this and related student forms is contained in 8 U.S.C. 1101 and 1184. The Department of State and DHS use this information to determine eligibility for the benefits requested. The law provides severe penalties for knowingly and willfully falsifying or concealing a material fact, or using any false document in the submission of this form.

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REPORTING BURDEN. U.S. Immigration and Customs Enforcement collects this information as part of its agency mission under the Department of Homeland Security. The estimated average time to review the instructions, search existing data sources, gather and maintain the needed data, and complete and review the collection of information is 30 minutes (.50 hours) per response. An agency may not conduct or sponsor, and a person is not required to respond to an information collection unless a form displays a currently valid OMB Control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Office of the Chief Information Officer/Forms Management Branch, U.S. Immigration and Customs Enforcement. 801 I Street NW Stop 5800, Washington, DC 20536-5800. Do not send the form to this address.

16BSUHH010057

Gmail

Gyana Prasuunna <gyanaprasuunna@gmail.com>

Your CAS Statement

University of Liverpool <casenquiry@liverpoool.ac.uk>
Reply-To: 15048136.liv@connect.askadmissionsmail.co.uk
To: Gyana Prasuunna Koola <gyanaprasuunna@gmail.com>, Gyana Prasuunna Koola <apps@fateheducation.com>

Thu, Jul 15, 2021 at 5:02 AM

UNIVERSITY OF LIVERPOOL

CAS Statement : Student Visa

Date: 15/07/2021

Tier and Category:

Tier and Category:	Student visa

Sponsor Details:

Sponsor Name:	University of Liverpool
Sponsor Licence Number:	N5WWG40J0
Contact:	+44(0)151 794 5927

S. Vijayalakshmi

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Applicant Details:

Name:	Ms Gyana Prasuunna Koola
Date of Birth (DD/MM/YYYY):	03/04/1998
Gender:	Female
Liverpool Student ID:	201547524
Nationality:	INDIA
Country of Birth:	INDIA
Passport Number:	S7657987
CAS Number:	E4G5YR4I47N0D4

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Course Details:

Title:	MSC International Business
Academic Level:	Postgraduate Taught
Course Level:	RQF level Level 7
Start Date (DD/MM/YYYY):	27/09/2021
Expected End Date (DD/MM/YYYY):	30/09/2022

Evidence Provided:

Is SELT required:	N
Reason not required:	Higher Education Institution (HEI) has made an assessment

English language level attained

SELT - speaking:

SELT - listening:

SELT - reading:

SELT - writing:

English language test provider:

Progression Details:

Previous UK Student:	No
Previous Course Level:	
Is current course higher, lower or at the same level as the previous course?:	
If the same or lower supply justification text (1000 character limit):	

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Other Evidence:

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Evidence used to obtain offer: Bachelor degree from The ICFAI Foundation for Higher Education. HEI assessed English Language India 12th Grade 80%

Financial Information :

Course Fees for First Year (in GBP):	22000
Course Fees Paid to Date/Scholarships (in GBP):	14250

If you have received this email in error or wish to unsubscribe please click here.

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

16BS04H010476

IBS Selection Process 2021 – MBA/ PGPM program

Inbox

IBS Admissions 25 Mar

to me

Application No: 209071

Name: Mr. SAIRAM GOUD PODETI

Dear **Mr. SAIRAM GOUD PODETI**,

IBS Selection Process 2021 – MBA/ PGPM program

We are happy to inform that based on your overall score you are eligible for admission at **IBS Hyderabad.**

Campus Confirmation

In case you are interested, you are requested to send your consent for above mentioned campus in the below mentioned format by return mail on the id ibsat@ibsindia.org immediately.

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10129 (138)

Gmail

Job offer Letter

Indira V <indira@ifheindia.org>

Offer letter

1 message

Prakash Choudhary <prakash.c2672@gmail.com>
To: indira@ifheindia.org

Mon, Dec 13, 2021 at 3:51 AM

om prakash Choudhary
lbs bba batch 20218-2021
18fmuchh010129

Letter of Intent

Dear Om prakash Chowdhary,

Date: 01-10-2021

Based on the interview and subsequent discussions we have had with you; this is to confirm our intent to offer you a position as per the details below:

Designation: Brand

Ambassador Date of

Joining: 02-10-2021

You will be undergoing Five Stages of The Skill Kulture Program. Each level is designed to teach you all the aspects of Management viz. Personal Development, Team Management, Human Resource Development, Client Acquisition / Retention, Customer Service and ProjectManagement.

We encourage an open environment conducive to active learning and participation. Do not hesitate to ask any relevant questions that might help you in your development.

Looking forward towards a long and mutually beneficial association.

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Thanking you.

ICFAI FOUNDATION FOR HIGHER EDUCATION

Antriksh Bajaj
Consultant - Echobooom Management & Entrepreneurial Solutions Private Limited

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

150

10145

Gmail

Job offer Letter

Indira V <indira@ifheindia.org>

REMINDER - III Alumni Data Batch of 2018-2021

0145 SHRIHARI KAILASHPATI TIWARI <shrihari.kailashpati18@ibsindia.org> Wed, Dec 15, 2021 at 2:48 AM
To: Indira V <indira@ifheindia.org>
Cc: Madhusudhan Rao <vmsrao@icfaiuniversity.in>

Hi Indira,

I am currently doing a job now and have also attached the first page of the offer letter. I also confirm that all information provided on SIS is complete and correct including my address and bank details.

Regards,
Shrihari
[Quoted text hidden]

IMG_2208.jpeg
337K

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Job offer Letter

Opposite to Meenakshi Tech park,
11th Floor,
Survey No 41, Gachibowli Village,
Ranga Reddy,
Hyderabad, Telangana - 500032

Tel: +91 040 67621000
www.deloitte.com

07/31/2021

10145

Mr. Shrihari Kailashpati Tiwari
3-1-120,Near Amba Mata Mandir
Vazirabad,
Nanded - 431601

Subject: Offer of Employment

Dear Shrihari Kailashpati Tiwari:

On behalf of **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Associate Analyst - Deloitte Risk and Financial Advisory** based in **Hyderabad**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **August 16, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.3,25,008**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance

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of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **August 16, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

Mr. SRIHARI 10145
Srihari.Kailasapati18@ibsindia.org

4:07 4G

Rahul Deloitte_Offer

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Deloitte.

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited

Opposite to Meenakshi Tech park,
11th Floor,
Survey No 41, Gachibowli Village,
Ranga Reddy,
Hyderabad, Telangana - 500032

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07/31/2021

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Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.3,25,008** - and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

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of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **August 16, 2021** or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Shrihari Kailashpati Tiwari, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Job offer Letter

18FMVCHH 010145

150

4:07 4G

Rahul Deloitte_Offer

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Deloitte.

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As part of your annual compensation, you will receive a Total Salary of **Rs.3,25,008/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance

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of our offer will be the beginning of a mutually beneficial relationship with our organization. We would like you to join the Company on **August 16, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Shrihari Kailashpati Tiwari, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Job offer Letter

10171

174

jivika
naturals
health is life

Healthy Foods Enterprises

Add- Healthy Foods Enterprises H.No: 2-3-64/1/Q, Opp. Central Police Lines Gate, Beside UNI GAS station, Amberpet, Hyderabad, Telangana - 500 013.
Email – info@jivikanaturals.com , Ph - +91 8686644811

Date:- 14th April 2021

To,
Geethika Haribandi
13-4-119/A Flat No. 402
Jaya Sree Nivas Apartments
Beside - Ganesh Function Hall
Durga Nagar, Dilshuknagar
Hyderabad 500060

Subject: Appointment Letter

We are pleased to appoint you at the position of Jr. Digital Marketing. This offer takes effect from your date of joining 1st June, 2021.

Your place of work will be at our Secunderabad Office, but if the work so requires, you may have to work at company's other offices in Hyderabad.

Enclosed are your 'terms and conditions' of service and we shall be grateful if you will confirm that these are acceptable to you by signing and returning the original documents.

Please submit certified/notarised original copies of the following documents:
1. Original and copies of educational certificates and mark sheets.
2. Relieving letter or experience certificate from previous employer[s].
3. Offer letter from previous employer.
4. Original & copy of your Aadhar Card
5. Two passport size photograph

Please return duly signed copy of this Offer Letter, which are shared with you for our official records.

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(Deemed to be University Under Section 3 of the UGC Act, 1956)

Gmail

Indira V <indira@ifheindia.org>

REMINDER - IV Alumni Data Batch of 2018-2021

Geethika Haribandi <geethikarao.hari@gmail.com>
To: Indira V <indira@ifheindia.org>

Wed, Dec 15, 2021 at 11:31 PM

Hi,

PFA the offer letter. I have updated the bank account details on SIS. However, I am sharing my bank details again:
HDFC, Dilshuknagar
Account a/c - 50100384706885
IFSC code- HDFC0009608
[Quoted text hidden]

Offer Letter. JN.PNG
64K

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Gmail

Job offer Letter

10177

Indira V <indira@ifheindia.org>

Alumni Data batch of 2018-21

177 Lalitha Gayathri .D <duddukurulalitha.gayathri18@ibsindia.org>
To: Indira V <indira@ifheindia.org>
Cc: vmsrao@icfaiuniversity.in

Fri, Dec 10, 2021 at 1:15 AM

Hello,

I joined a private firm WELLS FARGO, Also kindly the copy of the appointment letter- First page only.

Yes, I confirm my address and bank details mentioned in SIS.

18FMCCIH010177

Thanks & Regards
Gayathri
[Quoted text hidden]

Screenshot_20211210-143922__01.jpg
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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Job offer Letter 10177

Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tes: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 6, 2021

Duddukuru Lalitha Gayathri
H.No 8-43/10/1/B/2, Lane No - 4,
Balaji Hills Colony, Boduppal, 500039
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Duddukuru,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company"),** and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serlingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only).** The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your employ. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate titles, [illegible] and reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar nature to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

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Edit

13-04-2018

Controller of Examinations

NOTE: ELIGIBILITY RULES ARE OVERLEAF. CANDIDATES WHO CHANGE AT AN EARLIER EXAMINATION

10180

183

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Job offer Ltr

BYJU'S

Offer Letter

Name:Vanga Mukesh Goud
Date:Sunday, December 5, 2021

Dear Mr. **Vanga Mukesh Goud** ,

We are glad to inform you that you have been selected for the position of **Business Development Trainee - Sales** in our organization with the Business Development Team for a **period of 6 weeks**, with an opportunity to be offered a permanent position of Business Development Associate at the end of the training period, based upon the following terms and conditions.

The **first 2 weeks of this training will be classroom training** at the Joining Location itself. It will then be followed by **4 weeks of "On-the-Job Training (OJT)"**, to be conducted at the OJT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location as a Business Development Associate.

1. Employment Details:

Department:	Business Development (51000000)
Designation:	Business Development Trainee - Sales
Reporting Manager:	Rahul Raj (TNL201605108)
Reporting Time:	9:30 AM
Joining Location:	Byjus Hyderabad -Think and Learn Pvt. Ltd (BYJU'S-The Learning App), 2nd Floor, C block, Sanal Info Park bearing No. 8-2-120/113 Road No.2, Banjara Hills, Hyderabad - 500033
OJT Training Location:	Byjus - Hyderabad
Role Location:	Hyderabad

2. Date of Joining: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, December 14, 2021** .Your work location after conversion to the role of Business Development Associate would be **Hyderabad** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

3. Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

4. Extension of Agreement: In case of a business requirement, this agreement may be extended for a period of 2 weeks (over above the 1.5 months) as mentioned in Clause 3. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

5. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to satisfactory verification of information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

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HYDERABAD

6. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

7. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

10203

Gmail

Job offer Ltr

Indira V <indira@ifheindia.org>

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REMINDER 1 - Alumni Data Batch of 2018 - 2021

0203_SamskruthyBale <samskruthy.bale18@ibsindia.org>
To: Indira V <indira@ifheindia.org>

Fri, Dec 10, 2021 at 11:00 PM

Hello,

My name is Samskruthy Bale, Enrollment number- 18FMUCHH010203. I've attached my GRE score report and my offer letter from Wells Fargo, where I'm currently working, below.

For my scholarship refund, I've updated the bank details in SIS, but mentioning here again:
Bank- HDFC Bank
Branch- Gudimalkapur
City- Hyderabad
Type of a/c- Savings
A/c no- 50100369446072
IFSC Code- HDFC0004886

I have already collected my certificates from the campus.

Can you revert back to me regarding what is the process of collecting thr caution/security deposit paid at the time of admission? This is separate from the scholarship refund.

Thank you.

Regards,
Samskruthy

[Quoted text hidden]

2 attachments

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551K

WF IND Offer Letter External for Samskruthy Bale created 7-Jul-2021 at 09:53 10.pdf
119K

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FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tes: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 7, 2021

Samskruthy Bale
B- 103, Gayathri Hills
Prashanth Hills Colony, Rai Durg
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Samskruthy,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company"),** and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serlingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

- **Confidentiality:** As an employee of Wells Fargo, you will have access to Wells Fargo's Confidential Information. The Confidential Information remains the sole property of Wells Fargo or any Group Company. You must not, either during (except in the proper course of the your duties) or after the termination of your employment, without the prior written consent of the Company, directly or indirectly, divulge, use or otherwise disclose to any person whatsoever, the Confidential Information, either for your own or for another's benefit. You must use your best endeavors to protect the Confidential Information and prevent unauthorized disclosure or misuse of the Confidential Information. You must immediately notify the Company should you suspect unauthorized disclosure or misuse of the Confidential Information and, where required, assist the Company in any proceedings taken by the Company for alleged unauthorized disclosure and/or misuse of the Confidential Information. You must enter into any other confidentiality agreement or provide confidentiality undertakings as required by the Company from time to time to protect its business interests and those of its customers and any Group Company. For the purpose of this clause, "Confidential Information" means any trade secrets or confidential information relating to or belonging to the Company or any Group Company, in any form or format, including but not limited to: (i) business strategy, plans and dealings; (ii) product lines, services, price and cost information, marketing plans; (iii) staff salaries and terms and conditions, personnel history; (iv) secrets, dealings, transactions, lists or affairs of any clients of the Company or any Group Company; (v) business accounts, finances, profit margins and financial records; (vi) business forms and operating procedures, policies and practices; (vii) technical data and software; (viii) intellectual property and inventions; (ix) any information in respect of which the Company or any Group Company is bound by an obligation of confidentiality to a third party; and (x) any information classified as private, internal use, confidential or restricted (or similar) under Wells Fargo's Information Classification Matrix (or any such document or policy from time to time in place); but does not include: (i) information that is within the public domain; (ii) information required to be disclosed by law; (iii) information which the Company has consented to being disclosed; and (iv) information required to be disclosed as a necessary part of the your duties. You are directed not to bring any confidential or proprietary material of any former employer. Also, you represent that you are not subject to any restrictions that prevent you from working for Wells Fargo.

- **Intellectual Property:** For the purpose of this section, "Work" means any invention, discovery, design, improvement, formula, process, technique, literary or artistic work, or any other item in which Intellectual Property Rights subsist or are capable of subsisting and is wholly or partly created, made or discovered by you either: (i) in the course of your employment with the Company; or (ii) otherwise using the facilities, resources, time or any other opportunity provided by the Company. "Intellectual Property Rights" means all existing and future rights which are capable of protection by copyright, patent, design, trademark or other registration or other forms of protection available in India or elsewhere. The Work and all Intellectual Property Rights in the Work will belong absolutely to the Company, and you agree to do all things necessary and execute any document required to give effect to this ownership. You shall communicate to the Company any Work created, made or discovered during your employment with the Company. You hereby consent to the use of all existing and future Works made by you in the course of your employment, and agree to waive any moral rights you may have in them, and consent to any act which amounts to an infringement of any such moral right, in favour of the Company. You also agree that this consent and waiver extends to any licensees and successors in title to the Company in respect of such works, as well as to any persons who are authorised by the Company or by its licensees and successors in title to do acts compromising the copyright of such works. You agree to execute any further document necessary to give effect to this. For the purpose of this clause, the expression "moral rights" includes the right to be identified as the author of the work, the right not to have any other person identified as the author of the work and the right not to have the work subjected to any derogatory treatment.

- **Non-Solicitation:** You acknowledge that during your employment with the Company, you: (i) have or will become possessed of Confidential Information regarding the business of the Company and Group Companies, and their respective employees and officers; and/or (ii) have developed or will develop influence over employees and officers of the Company and Group Companies; and/or (iii) have developed or will develop commercially valuable relationships with the suppliers and stakeholders of the Company and Group Companies. You shall not during the Restricted Period (as defined below), directly or indirectly on your account or on behalf of or in association with any other Person induce, solicit, entice or procure, or seek to induce, solicit, entice or procure any Protected Employee (as defined below) to leave the employment of the Company or Group Company. You also agree that you shall not during the Restricted Period, directly or indirectly on your account or on behalf of or in association with any other Person, directly or indirectly in relation to any contract or arrangement which the Company has with any supplier for the exclusive supply of goods or services to the Company and/or to Group Company for the duration of such contract or arrangement, interfere with the supply of goods or services to the Company from any supplier and/or induce

any supplier of goods or services to the Company to cease or decline supply such goods or services in the future. Your obligations under this clause will continue notwithstanding the termination of your employment with the Company. You agree that the post-employment restrictions set out above are reasonable and necessary for the protection of the business of the Company and the Group Companies. The restrictions in this section shall only apply with respect to Group Companies to which you have provided services, supervision or management within the last 12 months prior to the end of your employment with the Company. With respect to the Group Companies to which the restrictions apply, the Company contracts as trustee and agent for the benefit of each such Group Company, and you will promptly execute any agreement to give effect to this arrangement at the Company's request.

For purposes of this section, the following definitions shall apply: "Person" includes any person, company, partnership, business entity or other organization. "Protected Employee" means an employee of the Company or Group Company: (i) with whom you had material contact or dealings with in the course of your performance of the duties in the twelve (12) months immediately preceding the final day of your employment with the Company; or (ii) who, as of your final day of employment, is in your line of business and has a corporate title of Vice President or above; or (iii) who, as of your final day of employment, belongs to the same team as you (i.e. both report to the same manager). "Restricted Period" means the period of 12 months from the final day of your employment. "Prohibited Area" means India.

- **Exclusivity of Service:** You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing any of the duties of your employment, in accordance with the terms and conditions of this letter. You are required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Wells Fargo and/or its Group Companies at all times during the course of your employment with Wells Fargo. You must not carry on, during the term of your employment, without the prior express permission of Wells Fargo or any person so authorized by Wells Fargo obtained in writing, any lecturing assignments or any business either alone or in partnership, nor be directly or indirectly employed or concerned with as principal, agent or otherwise in any business, trade or profession whatsoever.

- **Required Absence:** Certain positions in the Company are covered by Required Absence from Sensitive Positions Policy (***RA Policy***). You will be separately informed if the Position is covered or will be covered by RA Policy. If your Position is covered by RA Policy, you will be required to be away from the role for a minimum period of two consecutive (2) weeks or ten (10) consecutive working days per year on a qualifying period of absence, during which time you will not be permitted to perform sensitive task work associated with the Position, including, but not limited to, accessing Wells Fargo systems or devices, remotely or otherwise, in relation to such sensitive task work. Other mandatory time away requirements may apply even if the Position is not covered by RA Policy, as set out in the Handbook. Working with HR and your manager, you may use a combination of the following absences or assignments (only if such absences or assignments are applicable to your Position) to comply with the RA Policy:
    - Paid Time Off (scheduled or unscheduled)
    - Compensatory Time Off
    - Leave of absence
    - Other Paid Time Away
    - Off-site training or professional conferences
    - On-site training, temporary job reassignments or temporary assignments specifically designated and approved by line-of-business senior management and the group risk officer
    - Unpaid time off, as appropriate

- **Provisional Certificate:** This offer of employment is subject to successful submission of your provisional certificate /final year mark sheet without any arrears on or before - 15 February 2022. In the event you fail to submit the provisional certificate/mark sheet substantiating the fact that you hold the required qualification, Wells Fargo, at its discretion, shall revoke this offer of employment in its entirety.

- **Separation with No Cause:** Either party may give notice of separation of employment at any time, subject to two (2) months' notice in writing. Wells Fargo, at its sole discretion has a right to waive the notice period on payment of a sum of money equal to two (2) month's salary in lieu thereof. Following any termination of the period of Employment, you shall fully cooperate with Wells Fargo in all matters relating to the winding up of pending work on behalf of Wells Fargo and the orderly transfer of work to other employees of Wells Fargo. You agree that all property, including, without limitation, all equipment, tangible

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proprietary information documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your Employment, belongs to Wells Fargo and shall be returned promptly to Wells Fargo in good, intact condition on or before the final day of Employment, or earlier, if instructed by Wells Fargo.

- **Separation for Cause:** Wells Fargo reserves the right to terminate your employment without prior notice or payment in lieu of notice in the following circumstances: (a) if you are guilty of dishonesty or other gross misconduct, or gross incompetence or wilful neglect of duty, or if you commit any other serious breach of any of the provisions of this letter; (b) if you neglect or fail (otherwise than by reason of accident or ill health), or refuse to carry out the lawful instructions of the Company, within the scope of your duties; (c) if you are guilty of a criminal offence; (d) if you commit any unlawful act of discrimination or harassment; (e) if you report to work under the influence of alcohol, narcotics or unlawful controlled substances; (f) if you breach the rules of any regulatory authority or any Company policies (such as the Code of Conduct); (g) if you engage in any civil wrong or conduct of a criminal nature (including but not limited to assault, theft and fraud) or any other conduct which in the reasonable opinion of the Company may seriously impact on your ability to perform the duties or is likely to significantly damage the reputation or business of the Company; (h) if there are grounds to terminate summarily under the handbook, policies applicable to the Company or under applicable law.
- **Code of Conduct:** Your appointment at Wells Fargo would require you to be bound by the prevailing code of conduct, rules, regulations, policies, procedures and guidelines of the Wells Fargo. Wells Fargo reserves the right to modify, replace or eliminate any of its policies, procedures and guidelines, at any time without notice.
- **Wells Fargo's Employee Handbook:** The provisions of the Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) Team Member (employee) handbook (as amended from time to time) shall govern your employment except so far as they are inconsistent with the terms of this letter. You will be provided access to Wells Fargo's Team Member handbook via the Wells Fargo intranet once you have joined Wells Fargo. Your appointment with Wells Fargo would require you to be bound by all rules, regulations, policies and guidelines issued by Wells Fargo from time to time, in relation to personal and professional conduct, and discipline. You are also required to sign the "Code of Ethics and Business Conduct." Your acceptability of these agreements and compliance to rules, regulations and policies shall also be deemed to be a part of employment terms at Wells Fargo.

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

- **Miscellaneous: As a new hire, you are required to submit to a comprehensive background screening to the extent permitted by applicable laws. In instances wherein background check is not completed by joining date, the Company may allow you to start your employment but it reserves its right to continue with the background check and take action, including employment termination, accordingly. Your start of employment prior to completion of your background checks shall not be considered as a waiver or an exception of completion of your background checks. Wells Fargo assumes that the information provided by you in all aspects related to your background check or otherwise is accurate and comprehensive. In the event, the information provided by you is found to be false or fraudulent, Wells Fargo shall have right including but not limited to revoke this offer letter or terminate your employment with Wells Fargo, as the case may be.** In case any provisions or part thereof in this letter is held to be invalid or unenforceable by any court of competent jurisdiction, it will not affect the validity or enforceability of the remaining provisions or parts thereof. The information contained in this letter of appointment is 'Personal & Confidential'. This letter contains sensitive, personal and confidential information and its contents are not to be shared with or divulged to other Wells Fargo employees excepting your supervisor(s) or the Human Resources Department.

For Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited)

Chandrasekhar Narayana Bhatta
Authorized Signatory

Agreed to and accepted by:

Samskruthy Bale
Printed Name and Signature/Date

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HYDERABAD

Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

Annexure 'A'

Compensation and Benefits Summary

July 7, 2021

Team Member Name: Samskruthy Bale
Designation: Operations Accountant 2
Grade Code: OAC2

Your total annual compensation package is as follows:

Salary Head	**Monthly INR**
Basic @ 50% of Total Annual Fixed Compensation	16667
Provident Fund (Employer Contribution, 12% of Gross Basic)	2000
Gratuity (4.81% of Gross Basic)	802
Flexible Allowance	13865
Total Monthly Gross	33333
	Annual INR
Total Annual Fixed Compensation	**400000**
Variable Performance Pay *	20000
Total Cost to Company	**420000**

Insurance Benefits and other benefits shall be provided to team members, as per the existing Company policy and may be amended from time to time. Any statutory benefits (including, but not limited to maternity leaves where applicable) that may be provided under the applicable laws will also be available to eligible team members.

Notwithstanding anything herein, Wells Fargo may at its sole discretion amend or repeal discretionary benefits without giving any notice to team members. It is hereby declared that benefits provided to team members (except Total fixed Compensation) are not the consideration of the employment. Currently, Insurance Benefits are as under:

- Group Medical Insurance = INR 5,00,000 for all Team Members (Coverage for Team member, Spouse, Children and Parents). Parental Medical insurance limit would be INR 200,000. This is a sub-limit of the overall annual benefit limit and will cover either one or both parents.
- Personal Accident Cover = 3 times total annual fixed compensation
- Term life cover = 3 times total annual fixed compensation

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- Please note that the above mentioned sum towards the Variable Performance Pay ("VPP") is not an entitlement but a discretionary pay out and therefore, an indicative number, which will vary from year to year based on your performance and the performance of the Company and parent company. This variation will also impact the Total Cost To Company and the figure will change accordingly. You may further note that payout of VPP shall be on pro-rata basis for partial year worked.
- The Variable Performance Pay (VPP) mentioned in the offer is only an indicative number. The actual VPP pay-out is subject to change basis several factors, and shall be decided by Wells Fargo at its discretion. In order to be eligible for VPP payout, you should be employed for more than 3 (three) months of the performance period. Team members that are no longer on company payroll or are serving notice period as on the VPP payout date will not be eligible for the VPP payout.

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Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

Annexure 'B

List of Documents to be submitted prior to joining Wells Fargo

S No.	Description
1	Education provisional certificate and mark sheets of the highest qualified degree / professional qualification.
2	Experience Certificate and Relieving Letter (and/or Acceptance of resignation letter) of last two employers.
3	Copy of passport (first and last pages)
4	Two (2) passport size photographs
5	A self-attested copy of the PAN (Permanent Account Number) card.

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Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited)
Human Resources

July 7, 2021

Team Member Name: Samskruthy Bale
Location: Hyderabad, Telangana

Dear Samskruthy,

As per Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company") relocation policy, you will be provided limited reimbursement of expenses related to travel and transportation of personal belongings from your current city of work to the Wells Fargo joining location.

The Wells Fargo relocation policy covers:

- Reimbursement of the expenses incurred towards one-way economy class airfare for employee, spouse (or) domestic partner and children from current location to Wells Fargo office location - if not previously paid by the business.
- Upon acceptance of offer and post confirming the date of joining, the company will provide you with an opportunity to visit the Wells Fargo office location for a pre-joining visit including 2 nights and 3 days of stay at the company guest house for employee and one family member.
- If you are unable to make immediate arrangements for stay in the new location at the time of your joining, the company will provide you accommodation at the company guest house for a maximum of 3 weeks from the day of reaching the joining location.
- Reimbursement of expenses incurred towards shipment of household goods & one vehicle up to a maximum of INR 100,000 or the actual cost incurred, whichever is lower.
- Reimbursement of expenses incurred towards road tax & registration of one vehicle at Wells Fargo office location up to a maximum of INR 50,000 or the actual cost incurred, whichever is lower.
- During the stay in the guest house, pick-up/drop will be provided for employee to commute to/from the guest house to office.
- The company will provide 2 days of relocation leave to be availed within 60 days from date of joining.
- Provision of house deposit advance for up to 6 months of rent paid or INR 2,00,000, whichever is lower. If availed, the advance amount will be recovered from your salary in 12 equal monthly installments.
- Reimbursement of onetime expense incurred towards house search for 1 month of rent paid or INR 50,000, whichever is lower.
- Reimbursement of expense incurred towards one time non-refundable school deposit paid or INR 50,000 per child, whichever is lower.
- As per the company policy, you are required to submit all relocation assistance expense bills for reimbursement. You have to claim the relocation expenses through E-Pay within 3 months from date of joining.
- Notwithstanding anything to the contrary herein, you agree to repay the amount reimbursed to you as part of relocation assistance if within 12 months of the date of joining (a) your employment is voluntarily terminated by you for any reason; or (b) your employment is involuntarily terminated by the Company for Cause in accordance with the terms of your employment agreement or other applicable policies and procedures. You agree that the amount of relocation expense to be returned (as mentioned above) may be by way of deduction from amounts the Company is to pay you, subject to applicable law. If no such deductions are made, or if the deductions made are insufficient to repay the entire amount, you shall be obliged to pay the Company all outstanding amounts. The Company shall be entitled to take all reasonable steps to recover any amounts that you fail to repay.

As per the Wells Fargo policy, you are required to keep all compensation related information confidential.

For Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited)

Chandrasekhar Narayana Bhatta
Authorized Signatory

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stonelife

10209

Job Offer Ltr

204

Date: 05th Aug 2021

To: Ms.Manojna Bhogadhi
Contact No. 9959915438
Email: manojnabhogadi28@gmail.com

Sub: Offer of Appointment

Dear Manojna Bhogathi,

With reference to your application and subsequent discussions, we are pleased to offer you the position of Sales Executive with **Stonelife LLP.**

You will be posted at the Hyderabad office with immediate effect, until the company intimates you otherwise.

Your Cost to the Company per annum will be **INR 3,21,600/-** (Rupees Three Lakhs and Twenty One Thousand and Six Hundred only).

Breakup mentioned in Annexure 'A'. Some of the terms of your employment are mentioned below:

Your appointment is subject to:

1. Submission of copies of following testimonials on your date of joining (originals to be presented).
   - Proof of Date Of Birth
   - Proof of Residence - Permanent & Temporary
   - Proof of Educational Qualifications
   - Proof of Work Experience – Service Certificate / Appointment Letter.
   - Relieving Letter from Previous Employer
   - Proof of Last Drawn Salary (Last 3 months Salary Slip)
   - 4 Passport Size Photographs
   - Photocopy of PAN Card
2. You will be on probation for a period of six months from the date of your joining the Company. Upon satisfactory performance, you will be confirmed automatically in the position at the end of the probation period. In the event, your performance is not found satisfactory at the end of the probation period, your probation shall be extended or your services are liable to be terminated.

Welcome to the **Stonelife LLP** We look forward to working with you.

Yours Faithfully
For Stonelife LLP

Stone Life LLP Hyderabad

Vishal Jain
Partner

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I accept the terms of this letter

Signature _____
Name :
Date :

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

StoneLife Super Studio
Sy. No 252/5, Financial District, Gachibowli,
Hyderabad - 500075. www.stonelife.in
Contact: +91 40 6813 3000

 18FMU 10211

Gmail

Job offer Letter

Indira V <indira@ifheindia.org>

206

Employment offer letter (18FMUCHH010211)
1 message

0211_pothukuchi naga sai sushma <pothukuchinagasai.sushma18@ibsindia.org>
To: indira@ifheindia.org

Fri, Dec 10, 2021 at 9:13 PM

10:40

Inbox

Found in Inbox

AK **Archita Kanoongo** 19/07/21
To: pothukuchisushma@gmail.com >

Amazon | Salary break up sheet | Domestic Voice process - English & Telugu | Hyderabad- Work from Office

Dear sushma pothukuchi,
Congratulations on your offer with Amazon for Contractual role in Domestic Voice Process(English and Telugu)- Hyderabad (Work from Office); please find below your proposed salary break-up.
Please be informed that you can work from home

till pandemic lasts, post that you need to resume office.

Your date of joining is 9th August and contract end date is 8th November 2021.

The Letter of Intent has been sent to your personal email address with the salary details.

Please acknowledge and confirm your interest by 12 PM tomorrow 20 July by following the below mentioned steps:

- Open a private browser & Please type "amazon.force.com"
- Login to your account with your credentials.
- In the left bottom corner you have an option that says "Complete your next step today"

New Message

P. Vijayalakshmi

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Gmail

Job offer Ltr

10211 ~~10194~~

Indira V <indira@ifheindia.org>

206

18FMUCHH010211 Alumni

1 message

Sushma Pothukuchi <pothukuchi.sushma@gmail.com>
To: indira@ifheindia.org

Sat, Dec 11, 2021 at 2:12 AM

Employment offer letter

Adress:
Flat no. 407 sai sadan appartament near P&t colony community hall , sai baba temple lane , Dilsukhnagar Hyderabad 500060

Bank account details:

Account number : 1456155000101052
Account holder name : Pothukuchi Naga Sai Sushma
IFSC: KVBL0001456
Bank Name : Karur vysya bank

Future plans: Planning for MBA in abroad for September intake . No exams written as of now

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Amazon | Salary break up sheet | Domestic Voice process - English & Telugu | Hyderabad- Work from Office

Dear sushma pothukuchi,
Congratulations on your offer with Amazon for Contractual role in Domestic Voice Process(English and Telugu)- Hyderabad (Work from Office); please find below your proposed salary break-up.
Please be informed that you can work from home till pandemic lasts, post that you need to resume office.

Your date of joining is 9th August and contract end date is 8th November 2021.
The Letter of Intent has been sent to your personal email address with the salary details.

Please acknowledge and confirm your interest by 12 PM tomorrow 20 July by following the below mentioned steps:

- Open a private browser & Please type "amazon.force.com"
- Login to your account with your credentials

10234

Gmail

Job offer Letter

Indira V <indira@ifheindia.org>

222

Alumni Data - 2018-2021 (18-234)

1 message

18_234 Ruthvik Saharsha <mruthvik.saharsha18@ibsindia.org>
To: indira@ifheindia.org

Fri, Dec 10, 2021 at 11:22 PM

Hi,

This is Ruthvik Saharsha From BBA batch 2018-2021, currently I'm working as an Employee at Thomson Reuters. Due to confidentiality reasons I cannot share full offer letter, so posting only the screenshot of first page.

Regards,

Ruthvik Saharsha

THOMSON REUTERS

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10236

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Job offer letter

Indira V <indira@ifheindia.org>

223

REMINDER 1 - Alumni Data Batch of 2018 - 2021

Aishwarya Danamaraju <aishwarya162000@gmail.com>
To: Indira V <indira@ifheindia.org>

Sat, Dec 11, 2021 at 2:14 AM

Hello Madam,
Good day!
I'm Aishwarya (18FMUCHH010236) from 2018-2021 BBA batch. I'm currently working in Pepsico as an HR Operations associate .Please find the enclosed offer letter along with my bank details.

Account holder name: Aishwarya Danamaraju
A/C No: 1448155000116931
IFSC Code: KVBL0001448

Thank you
Regards,
Aishwarya

Thank you

On Sat, Dec 11, 2021 at 12:05 PM Indira V <indira@ifheindia.org> wrote:
[Quoted text hidden]

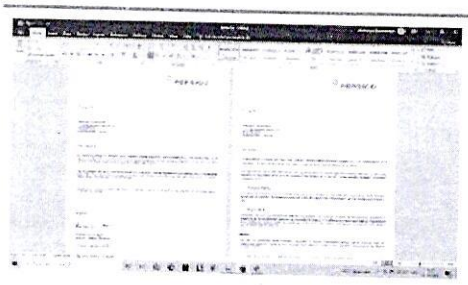

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Job offer Ltr

0236

Letter [1] - Word

References Mailings Review View Help Tell me what you want to do

Paragraph

Styles

PEPSICO

st no:17

welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an
m. We look forward to working together towards achieving PepsiCo's vision, to be the global
and beverages by winning with purpose.

to you for the position of **Executive - Human Resources**, to be initially based at **Hyderabad**
closed a copy of our offer to join. Please review the same and agree to the terms & conditions
us, for our records.

ontact us if there is anything we can do to ensure that your transition to our Organization is

ate

PEPS

05-Aug-2021

Aishwarya Danamaraju
F no:204,Signature appta,st no:17
Himayathnagar,
Hyderabad-IND - 500029

Dear Aishwarya,

We are pleased to confirm our offer to join **"PepsiCo Global Business Services India LLP"** ("T
Executive - Human Resources at Level L01. The primary terms and conditions are as follows

Your appointment will be effective from the date of joining which shall not be later than 16-Aug-2
employed to work from Unit in Special Economic Zone located at SY No 107, Laxmi Infobahn
Telangana-500075

1. Probation Period:

You will be on probation for a period of 90 (ninety) days from the date of your joining the Organiz
period may be extended, if considered necessary, at the discretion of the Organization, up to an
days

Place of Work:

During the course of your employment with the Organization, your services are liable to be tra
deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated
either existing as of date or which may come up in future from time to time. Such transfer, seco
may be within India or overseas

Medical:

You and your immediate family members, consisting of spouse & dependent children, will b
Organization Medical Scheme on any hospitalization subject to a limit of Rs. 4,00,000/- (gov
Insurance Policy).

Annual Leave:You are entitled to Annual leave in accordance with Organization policy

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Gmail

Job Appt. Order

Indira V <indira@ifheindia.org>

vaishnavi karamsetty - 18fmuchh0101250

1 message

235

vaishnavi karamsetty <vaishnavi.karamsetty@gmail.com> Mon, Dec 20, 2021 at 2:34 AM
To: indira@ifheindia.org

Offer Letter (1).pdf
393K

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HRD/InfosysBPM/1002934966

December 15, 2021

Ms. VAISHNAVI KARAMSETTY
hyderabad
out station
Hyderabad-111111
India

STRICTLY PRIVATE & CONFIDENTIAL

Dear VAISHNAVI,

We refer to your application for employment and the subsequent interview you had with Infosys BPM Limited ("the Company"), we are pleased to make you an offer of employment with the Company on the following terms and conditions ("Letter of Offer"). The offer of employment is subject to your obtaining an appropriate release from your present employer.

You will devote the whole of your time and attention to the business of the Company and comply with the rules and regulations in force from time to time and you will not, without our written consent, be in any way engaged or concerned in any other business. You will, while in our employment, use your utmost endeavor to promote the interests of the Company in all matters and will observe the utmost good faith towards the Company and keep secret all information, which you may obtain with regard to the business and affairs of the Company.

a) Role	: Process Executive
b) Role designation	: Process Executive
c) Job Level	: 2B
d) Date of Joining	: 16-December-2021
e) Location of posting	: BANGALORE, KARNATAKA, India
f) Gross salary per month	: Rs 19,[illegible]93/-

Please refer to the Appendices to this letter for details of your CTC and other allowances.

1. Voice and Shift Allowances

In addition to the gross salary mentioned above, you may be eligible to the following conditional allowances which will be paid as applicable based on Company policies. These are not a guaranteed part of your compensation and will be paid if you are eligible to receive them.

a) Voice Allowance - This amount becomes payable when you are allocated to a voice process code and based on your performance. If during the course of your employment, you get allocated to a data process code, the voice allowance will not be payable. This is not applicable for employees in various BEF streams.

b) Shift Allowance - This allowance is paid based on the shift that you work in. This is not payable while working in a day shift. For further details on shift allowance, refer to Appendix 3.

All allowances are payable as per the policies of the Company, which are subject to change from time to time

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2. Joining Bonus

You will be paid a joining bonus of Rs.1000 with your 2nd month's salary.

3. Submission of documents

You are required to submit originals and two photocopies of the following documents on the date of joining the Company. In case of any discrepancy found in the documents/details furnished, the company reserves the right to revoke the offer letter/terminate your employment without any prior notice or notice period.

Sl. No.	Document	Details
1	10th standard marks card*	Mandatory
2	12th Standard marks card*	Mandatory
3	Marks cards for all the years of graduation, degree, diploma certificate*	Mandatory
4	Relieving Letter from all organizations worked*	Mandatory
5	Passport size photographs*	6 (mandatory)
6	Diploma marks cards* and certificate(if applicable)	6 (mandatory)
7	Professional Qualification marks cards* and certificate (if applicable)	Mandatory
8	Post graduate mark cards* and certificate (if applicable)	Mandatory
9	NSR registration number or ITPIN number or web registration number	Mandatory
10	Passport**	Optional
11	Driving License	Optional
12	Passport/Driving License/PAN Card/Voters ID	Mandatory
13	Aadhar Card***	Mandatory

*Failure to produce the document on the date of joining will entail suitable action by the Organization including withdrawal of employment offer & termination of employment. Originals of the above documents that you have submitted will be returned to you post verification. Under situations where the employee works for a client which needs the employee to furnish details on his past employments, the same will need to be provided.

**The Company reserves the right to initiate background verification (BGV) for all employees.
***Certain statutory regulations relating to employment processes (including but not limited to enrolment to Employee's Provident Fund Scheme) mandate the employer to produce Aadhar card details of its employees. For this purpose, all employees are required to produce their Aadhar card details to the Company prior to or at the time of joining the Company.

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4. Background Verification

The Company may, in its sole discretion conduct background checks, prior to or after your date of joining the Company, including but not limited to, for the purpose of validating your identity, your suitability to the concerned employment, the address provided by you, the education details provided by you, the details of your prior work experience (if any) and criminal checks. You expressly consent to, the Company conducting such background checks. In this connection, you are required to furnish the documents as mentioned in the section titled as 'Submission of Documents' in this Offer Letter and the Company reserves the right to seek further documents in addition to the documents listed in the said section to substantiate the details you have provided to the Company.

If the Company is not satisfied with the outcome of the background checks and/or any concerns are raised in a background check, attributable to, false information or mis-statement or misrepresentations or omission of facts in the details provided by you, the Company reserves the right to withdraw this Offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

5. National Skills Registry

The Company has always believed in surpassing customer expectations and has created several new benchmarks and standards in security, service & quality and in order to do this, we have maintained a strong focus on compliance. NASSCOM, the premier industry Organization has conceived the "National Skills Registry" that promises more effective information security standards. It aims to register employees working in our industry on a web enabled database and uniquely identify each industry person based on bio-metrics. You are required to complete your web registration with National Skills Registry before you join the Company. You will also have to produce the proof of registration when you join the Company. Failure to produce the proof of registration as acceptable to the Company on the date of joining may entail in the withdrawal of this Letter of offer and no rights shall arise/ be enforceable by you under this Letter of offer. The cost of your registration with National Skills Registry and the subsequent verification of your database by Nasscom's empaneled background checkers will have to be borne by you. For more information on national skills registry, please visit www.nationalskillsregistry.com.

6. Relocation benefits

As per the Company's policies you will be entitled to relocation benefits at the time of joining the Company. The Company will reimburse the relocation expenses incurred by you on actuals, provided you submit to the Company the receipts/invoices evidencing these expenses. The relocation benefits will be recovered from you, in case you choose to leave your employment within 180 days of your joining the Company.

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7. Transfer/Secondment

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Please refer to the 1st page of this Offer of employment for your location of posting. However, you can be transferred/seconded to any of the Company's units/departments or affiliate entities/partners situated anywhere in India or abroad. The terms and conditions relating to transfer/secondment shall be as stated in the relevant documents executed at the time of such secondment/transfer.

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8. Probation Period

You will be on probation for a period of six months and may be confirmed as a permanent employee upon successful completion of your probation. Probation can be extended for a further period at the sole discretion of the Company.

Please note that as per the Company's policies, all confirmations take place only on the 1st working day of a month. If the date of joining of an employee falls between the 1st and 15th day (both days inclusive) of a month, then the employee would be confirmed effective the 1st day of the 7th month from his/her date of joining subject to fulfillment of all criteria related to confirmation. If the date of joining of an employee falls between the 16th and the last day (both days inclusive) of a month, then the employee would be confirmed on the 1st day of the 8 month subject to fulfillment of all criteria related to confirmation.
During your probationary period, the Company can dispense with your services without ascribing any reasons on giving you 30 calendar day's prior notice or basic and dearness allowance and basket of allowances in lieu of such notice. Similarly, it will be permissible for you to resign from our services subject to a calendar month's prior notice of your intention to do so, however, the Company may, at its discretion, dispense with such notice and ask you to pay basic and dearness allowance and basket of allowances in lieu of notice. It is expressly understood and agreed between us that neither party will have cause for complaint if the other party wishes to take advantage of this right of termination.

If you are considered satisfactory in all aspects, your employment will be confirmed on the expiry of your probationary period.

9. Notice Period

As an employee of the Company, you will be required to give either (a) 30 calendar days' notice or (b) one month's salary in lieu thereof, in case you decide to leave our services. Please note that acceptance of payment in lieu of notice period and the issue of the relieving order is at the Company's discretion. Similarly, the Company can terminate your services by giving 30 calendar days' notice or salary in lieu thereof, at the Company's sole discretion.

Notwithstanding the above, in the event of your violation of the Code of Conduct and the Disciplinary policy of the Company, the Company can terminate your services by giving you up to 30 calendar days' notice or payment of salary in lieu thereof.

"Salary" for the purposes of this section will be basic and dearness allowance and basket of allowances.

10. Training Period and Process

Upon joining the Company, you may be required to undergo training programs as stipulated by the organization. Upon successful completion of a training program, which includes scoring the minimum stipulated grades or passing the assessment and certification process as mandated for the process and the client, you may be assigned to a process team at Organization's sole discretion. Upon failure to complete requisite assessments and certifications, the Company is free to take suitable action as it deems fit which can include termination of your employment.

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11. Organizational Rules

You will familiarize with and adhere to the Organization's Rules and Regulations in force and as modified by the Organization from time to time. You shall execute such agreements/bonds as required by the Organization. Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts requires you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

12. Personal taxation

Your salary and the perquisites are subject to income tax as per Indian Tax Laws and all personal taxation will have to be deducted at source as per the laws applicable from time to time and the Company does not accept any responsibility for its accuracy.

13. Termination of employment

Your services with the Company may be terminated by either party upon giving a written notice of 30 calendar days notice or salary in lieu of such notice.

The Company may also terminate your services, should you be absent from work or incapacitated from properly performing your duties owing to ill health or accident for a period of 30 days, by giving you 15 days' notice in writing of its intention to do so. Further the Company reserves the right to terminate the service for your failure to pass the Company's-requisite assessments and certifications as applicable.

You are liable to be summarily dismissed should you be guilty of breach of this appointment, insobriety, addiction to drugs, dishonesty, disobedience, neglect of duty or any other misconduct under the Company's service rules which is detrimental to the business or interests of the Company.

14. Other Terms & Conditions

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

b) All or any of the privilege and benefits extended can be altered or withdrawn by the Company at any time.

c) You will be governed by the schemes relating to personal accident, medical insurance and transport facilities in accordance with company regulations, as changed from time to time.

d) You will be governed by the rules and regulations of the company as applicable to your category of employees, which may change from time to time.

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APPENDIX 1

COMPENSATION DETAILS	
Name	**Ms. VAISHNAVI KARAMSETTY**
Role Designation	**Process Executive**
Job Level	**2B**
Date of Joining	**16-December-2021**
Location of Posting	**BANGALORE, KARNATAKA, India**

Fixed Components	**Amount in INR per month**
Basic	13,371
Fixed Dearness Allowance (FDA)	1,100
Basket of Allowances (BOA)*	
Sub Total 1	14,471
Statutory Components	
Company Contribution to Provident Fund	1,737
Gratuity	696
Bonus	2,894
Sub Total 2	5,327
Gross Salary per month - Sub Total 1+2	**19,798**
Total Annual CTC	**237,576**

Over and above the gross salary mentioned above you will be eligible to the following allowances provided you satisfy the conditions as laid down in Clause 1 of this letter.

Voice Allowance (paid monthly on allocation to a voice process)	**Rs 2,500**
Shift Allowance (paid monthly if you are working in night shift)	**As applicable**

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*Basket of Allowances (BOA) comprises of HRA, LTA, Medical, Children's Education and Conveyance to be split according to an individual's tax plan.

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e) Validity of this letter would be 7 days from the offer. The offer will be void if not accepted within 7 days of issuance. Your employment is also contingent upon your starting work with the Infosys BPM as per the joining date mentioned.

In token of your acceptance of this offer, kindly sign and return a copy at the earliest to:

Mr. Dependra Mathur
SVP - Head Human Resource Development - BPM
Infosys BPM Ltd,
Building 48, 4th Floor, Section 1,
Electronic City, Hosur Road,
Bangalore -560100

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

Dependra Mathur
SVP - Head Human Resource Development - BPM

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

Date: _____, 20_____

_____
Sign your name

_____ _____
Print your name Location

Please carry this letter with you as you would have to produce the same to the security personnel for entry into the premises of the Company. Also, please carry with you a photo identity card and address proof that you have (Passport, Driving License, Voters ID card etc.) which would have to be produced at the time of joining. Failure to produce the documents as stated in original, this Offer of employment shall deemed to be cancelled and withdrawn and no rights shall arise or enforceable by you under this Letter of Offer.

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ESI (Employee's State Insurance) may also be applicable to individual employees as per statutory regulations. If ESI is applicable, employee will contribute 1.75% of salary as ESI contribution while the Company will contribute 4.75% of salary as ESI contribution. Salary for the purpose of ESI calculation includes Subtotal 1 and Bonus.

The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act, 1972 including but not limited to the minimum service periods set forth therein

Offered by:	Candidate:	SAP data provided by:	SAP data updated by:
15-12-2021	Date: _____, 20_____	Date: _____, 20_____	Date: _____, 20_____
Sign your name Umashankar N	Sign your name VAISHNAVI KARAMSETTY	Sign your name	Sign your name
Print your name 926577 HRD	Print your name	Print your name	Print your name
Emp No. Dept. Name		Emp No. Dept. Name	Emp No. Dept. Name

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APPENDIX 2

Deductions*

Deduction	Description	Month of Deduction	Approximate Amount
Mysore Accommodation	Accommodation provided in Mysore during the training period will be charged	13th /14th month from joining	Up to Rs. 133/day*
Transport* (based on location)	The transport rates depend on the distance travelled	Monthly	Rs. 250* - Rs. 1085*

* The amounts mentioned above are indicative and may vary based on location of posting.
**The above amounts are subject to change.
*The first deduction mentioned above will be made in the 13th /14th month from joining. In case you leave the company before that, this amount will be deducted from your Full & Final Settlement.

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APPENDIX 3

Shift Definition			
In Time	Total Hours	Out Time	Shift
Shift 2 - From 2:30 PM to 5:29 PM			
2:30 PM	9:15	11:45 PM	2
3:00 PM	9:15	12:15 AM	2
3:30 PM	9:15	12:45 AM	2
4:00 PM	9:15	1:15 AM	2
4:30 PM	9:15	1:45 AM	2
5:00 PM	9:15	2:15 AM	2
Shift 3 - From 5:30 PM - 2:29 AM			
5:30 PM	9:15	2:45 AM	3
6:00 PM	9:15	3:15 AM	3
6:30 PM	9:15	3:45 AM	3
7:00 PM	9:15	4:15 AM	3
7:30 PM	9:15	4:45 AM	3
8:00 PM	9:15	5:15 AM	3
8:30 PM	9:15	5:45 AM	3
9:00 PM	9:15	6:15 AM	3
9:30 PM	9:15	6:45 AM	3
10:00 PM	9:15	7:15 AM	3
10:30 PM	9:15	7:45 AM	3
11:00 PM	9:15	8:15 AM	3
11:30 PM	9:15	8:45 AM	3
12:00 AM	9:15	9:15 AM	3
12:30 AM	9:15	9:45 AM	3
1:00 AM	9:15	10:15 AM	3
1:30 AM	9:15	10:45 AM	3
2:00 AM	9:15	11:15 AM	3
Shift 4 - From 2:30 AM - 5:30 AM			
2:30 AM	9:15	11:45 AM	4
3:00 AM	9:15	12:15 PM	4
3:30 AM	9:15	12:45 PM	4
4:00 AM	9:15	1:15 PM	4
4:30 AM	9:15	1:45 PM	4
5:00 AM	9:15	2:15 PM	4
5:30 AM	9:15	2:45 PM	4
Shift 1 - After 5:31 AM (anytime swipe after 5:31)			
6:00 AM	9:15	3:15 PM	1
6:29 AM	9:15	3:44 PM	1
Shift 1-After 12:30 PM- 2:30 PM			
12:30 PM	9:15	9:45 PM	1
1:00 PM	9:15	10:15 PM	1
1:30 PM	9:15	10:45 PM	1
2:00 PM	9:15	11:15 PM	1
2:00 PM - 2:29 PM			1
Shift 0-After 6:30 AM (any time after 6:30 AM)			
6:30 AM	9:15	3:45 PM	0
7:00 AM	9:15	4:15 PM	0
7:30 AM	9:15	4:45 PM	0
8:00 AM	9:15	5:15 PM	0
8:30 AM	9:15	5:45 PM	0
9:00 AM	9:15	6:15 PM	0
9:30 AM	9:15	6:45 PM	0
10:00 AM	9:15	7:15 PM	0
10:30 AM	9:15	7:45 PM	0
11:00 AM	9:15	8:15 PM	0
11:30 AM	9:15	8:45 PM	0

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Shift Allowance Payout Scenarios

(Optional: Shift Allowance cycle is from 1st - 30th /31st of the previous month)

Shift 0:

Refer appendix above for timings, this shift is not eligible for any allowance.

Shift 1:

Refer appendix above for timings, this is eligible for an allowance of 600/- per month.

Shift 2:

Refer appendix above for timings, this is eligible for an allowance of 1,500/- per month.

Shift 3:

Refer appendix above for timings, this is eligible for an allowance of 2,000/- per month.

Shift 4:

Refer appendix above for timings, this is eligible for an allowance of 2,300/- per month

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APPENDIX 4

ADDENDUM TO EMPLOYMENT LETTER

I, _____ do hereby acknowledge and confirm the following:
(1) I am accepting employment with Infosys BPM Limited ("Infosys BPM"), with the employee number _____ effective from_____ Now, as per the presents below, I agree to the terms herein, and acknowledge that this is a material condition of my employment with Infosys BPM.

(2) I may be required, on behalf of Infosys BPM, to provide services to, or solicit business from, various clients of Infosys BPM (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Infosys BPM for any reason, I will not:

a. accept any offer of employment from any Customer, where I had worked in an official capacity with that customer in the twelve (12) months immediately preceding the termination of my employment with Infosys BPM;

b.accept any offer of employment from a Named Competitor of Infosys BPM, if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Infosys BPM.

For the purposes of this Addendum,"Named Competitor" shall mean the following entities and their wholly owned subsidiaries:

i.Tech Mahindra Limited
ii.Genpact Limited
iii.WNS Limited
iv.Tata Consultancy Services Limited
v.Accenture Limited
vi. International Business Machine Corporation
vii.Cognizant Technology Solutions
viii.Wipro Ltd
ix.HCL Limited

Place:

Date:

Employee Signature:

Employee Name:

Employee Number:

Acknowledged by Infosys BPM Limited:

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Gmail

Job offer letter

246 10267

Indira V <indira@ifheindia.org>

REMINDER - V Alumni Data Batch of 2018-2021

Tishila Srivastava <tishilasrivastava@gmail.com>
To: Indira V <indira@ifheindia.org>

Thu, Dec 16, 2021 at 9:14 PM

Hi,

I have attached my Offer Letter for your reference

Regards
Tishila Srivastava
[Quoted text hidden]

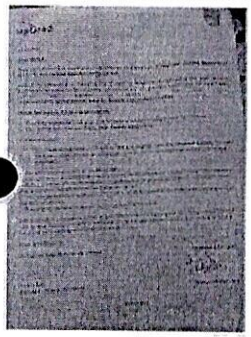

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

10267

upGrad

02-09-2021

Dear TISHILA,

Congratulations! It is our pleasure to offer you the position of Associate - Content Operations at Grade G1 with upGrad Education Private Limited.

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE).

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement.
2. You will be based at our Noida, Uttar Pradesh, India Office.
3. Compensation:
   a. Fixed component of CTC will be INR 4,50,000(Four Lakh Fifty Thousand Rupees). This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).
4. You are expected to join us on 04-10-2021.
5. You will be on a probationary review during the first three (3) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.
6. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
7. This Offer is subject to Successful background verification.

Please confirm acceptance of the appointment letter by signing and returning a copy. I would like to take this opportunity to welcome you to the upGrad family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For upGrad Education Private Limited

Preeti Kaul
President - Human Resources

Received & Accepted

TISHILA SRIVASTAVA

Annexure I

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION

10272

Gmail

Indira V <indira@ifheindia.org>

250

REMINDER 1 - Alumni Data Batch of 2018 - 2021

POOJITHA NAIDU <poojitha.naidu18@ibsindia.org>
To: Indira V <indira@ifheindia.org>

Sat, Dec 11, 2021 at 1:46 AM

Job offer Letter

REGISTRAR
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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

10272

RATIONAL SERVICES (INDIA) LLP

Joboffer ltr

PRIVATE & CONFIDENTIAL

Poojitha Naidu
House No 976,
BHEL, Old MIG Colony
Seri Lingampally,
Hyderabad – 500032
Telangana
India

01st September 2021

Dear Poojitha,

Conditional Offer of Employment

Rational Services (India) LLP (**"RSI LLP"**) is delighted to offer you an opportunity for full time employment in the position of **Customer Support Advisor** on the following terms and conditions.

1. This offer of employment is conditional upon (i) receipt of satisfactory feedback from your previous employment references and background check; (ii) provision of all documentation which may be required including, but not limited to, proof of ID and education; (iii) you signing this offer letter and returning it within the specified time; (iv) your signing of certain agreements with RSI LLP including the Employment Agreement and policy documents and (v) your full and complete disclosure of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by RSI LLP in this offer for employment.

2. If you accept this offer, your employment with RSI LLP will commence on a date to be mutually agreed.

3. Your place of work will be the Hyderabad office. Notwithstanding the same, the management reserves the right to transfer/ depute you to any of its offices in India or abroad, or to any of its affiliates, associates, subsidiaries, group companies or clients or other concerns in which RSI LLP may be having an interest whether existing or which may be set up in the future.

4. Your employment will be subject to three (3) months initial probationary period. During the probationary period your employment can be terminated by RSI LLP as per applicable law. If your performance is satisfactory to RSI LLP throughout this probationary period, then RSI LLP shall confirm the appointment in writing following the conclusion of this period. RSI LLP shall have the choice to extend such probationary period to the extent it deems fit.

5. You will work such hours as per applicable law as may reasonably be expected of you and are necessary to fulfil your duties under your employment contract. Based on the business requirements you may be required to work night shifts, the details of which will be communicated by your line manager.

THE ICFAI FOUNDATION FOR HIGHER EDUCATION REGISTRAR

THE STARS GROUP

Rational Services (India) LLP
Rajapushpa Summit
7th floor, Nanakramguda Rd, Financial District, Manikonda,
Hyderabad – 500032, Telangana, India

Working at PokerStars.
Bank details: ICICI, seri Lingampally
Hyderabad
Savings
Acc no: 131701508885
IFSC code: Icic0001317

Address: BHEL, old mig colony - 976
Seri Lingampally.
[Quoted text hidden]

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

18FMW 10278

Gmail

Job offer Letter

Indira V <indira@ifheindia.org>

Alumni Data batch of 2018-21

255

Sanskriti Khound <sanskritikhound23@gmail.com>
To: Indira V <indira@ifheindia.org>
Cc: vmsrao@icfaiuniversity.in

Sat, Dec 11, 2021 at 2:02 AM

Thank you for your mail. Following are the details:

1) **Private employment**: Program Marketing Associate at upGrad Education Pvt. Ltd. (Appointment letter attached)

2) **Residential Address**:
6B, Geetanjali Heights, Zoo Narengi Road, Near Gita Mandir, Guwahati, Assam
Pincode - 781020

3) **Bank details**:
Bank Name: SBI
Account Holder Name: SANSKRITI KHOUND
Account Number: 36107170114
IFSC Code: SBIN0007202

Thanks & Regards,
Sanskriti Khound
[Quoted text hidden]

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REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

upGrad

10278

17-08-2021

Dear Sanskriti,

Congratulations! It is our pleasure to offer you the position of **Associate - Programs** at Grade **G1** with **upGrad Education Private Limited.**

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE)**.

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement.
2. You will be based at our **Nishuvi,Mumbai, Maharashtra, India** Office.

3. **Compensation:**

   a. **Fixed** component of CTC will be **INR 5,50,000(Five Lakh Fifty Thousand Rupees)**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).

   b. Variable component of CTC will be **INR 28,947** per annum depending upon your performance of KPIs that will be defined at the start of your employment and / or Company's performance. The variable component shall be payable **Annually.**

4. You are expected to join us on **23-08-2021.**
5. You will be on a probationary review during the first three (3) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.
6. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
7. This Offer is subject to Successful background verification.

Please confirm acceptance of the appointment letter by signing and returning a copy. I would like to take this opportunity to welcome you to the **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For **upGrad Education Private Limited**

Preeti Kaul
President - Human Resources

Received & Accepted

Sanskriti Khound

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Sec. 3 of the UGC ACT, 1956)
HYDERABAD

upGrad Education Private Limited
Nishuvi Ground Floor- 75, Dr. Annie Besant Road, Worli, Mumbai – 400018
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

Gmail

Job Offer Ltr

10295

Indira V <indira@ifheindia.org>

269

Alumni Data batch of 2018-21

295_Sruti Vajjha <srisavitasruti.vajjha18@ibsindia.org> Mon, Dec 13, 2021 at 11:03 PM
To: Indira V <indira@ifheindia.org>
Cc: vmsrao@icfaiuniversity.in

Hello,

Sorry for the late reply.

I have updated all the information mentioned in my SIS.

Also, I am attaching the first page of my offer letter.

Please let me know if there is anything else I am supposed to provide you with.

DocuSign Envelope ID: D029FBE3-FF32-4565-9269-F05D33C93709

TAMADA MEDIA

15th September, 2021

Dear Sruti Vajjha,

With reference to your application and discussions with our team, it is my pleasure to formally take you aboard as Associate – Human Resources with an annual Salary (Cost-to-Company) of Rs. 2,40,000/- (in words Two Lakh Forty Thousand Only). This is inclusive of all and as per the terms & conditions explained in Annexure I. We extend this offer and the opportunity it represents with great confidence in your ability. You made a very favorable impression on everyone you met, and we are excited about you joining us. TAMADA MEDIA will endeavor to provide you with outstanding opportunities to enhance your professional development.

This offer is subject to your compliance with our terms & conditions of employment that are enclosed with this letter. Please go through the same and return the duplicate copy of this letter as a token of acceptance within two days failing which this offer letter will stand cancelled.

Please accept my congratulations on this important decision in your career. All of those with whom you met here have also extended their warmest welcome. It is our collective hope that you will set your personal and professional goals high and take full advantage of the many opportunities you will be given by us to realize your full potential.

Sincerely,

Surya Rahul Tamada

Surya Rahul Tamada
Chief Executive Officer

Enclosures

- Appointment Terms (Annexure I)
- List of Documents to be furnished on joining (Annexure II)
- Salary Break-up (Annexure III)

S. Vijayalakshmi

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Thank you,
Sruti

On Fri, Dec 10, 2021 at 2:04 PM Indira V <indira@ifheindia.org> wrote:
[Quoted text hidden]

DocuSign Envelope ID: D229FBE3-FF32-4685-5269-FD5D33C93709

Job offer Ltr

18FMUCHH010295

269

TAMADA MEDIA

15th September, 2021

Dear Sruti Vajjha,

With reference to your application and discussions with our team, it is my pleasure to formally take you aboard as **Associate – Human Resources** with an annual Salary (Cost-to-Company) of **Rs. 2,40,000/- (in words Two Lakh Forty Thousand Only).** This is inclusive of all and as per the terms & conditions explained in Annexure I. We extend this offer and the opportunity it represents with great confidence in your ability. You made a very favorable impression on everyone you met, and we are excited about you joining us. TAMADA MEDIA will endeavor to provide you with outstanding opportunities to enhance your professional development.

This offer is subject to your compliance with our terms & conditions of employment that are enclosed with this letter. Please go through the same and return the duplicate copy of this letter as a token of acceptance within two days failing which this offer letter will stand cancelled.

Please accept my congratulations on this important decision in your career. All of those with whom you met here have also extended their warmest welcome. It is our collective hope that you will set your personal and professional goals high and take full advantage of the many opportunities you will be given by us to realize your full potential.

Sincerely,

DocuSigned by
Surya Rahul Tamada

Surya Rahul Tamada
Chief Executive Officer

Enclosures

- Appointment Terms (Annexure I)
- List of Documents to be furnished on joining (Annexure II)
- Salary Break-up (Annexure III)

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

HVP Apartments, 502
Reddy College Opp Lane
Barkatpura, Hyderabad.
Tellangana - 500027

Job offer Letter

10215

209

Dear Srina,

We, at Vahan Technologies India Pvt. Ltd. (the "Company"), are pleased to appoint you as a Human Resource (Intern) under the following terms and conditions (the "Agreement"):

1. Commencement Date

Your date of commencement will be July 5, 2021.

2. Job Assignment / Reporting

You will be responsible for the duties of a Human Resource (Intern), as more particularly laid out below (the "Services"). You will report to Sarmita Mukherjee, Talent Acquisition Manager.

3. Description of Services

You will be handling all the hiring activities, including initial HR screening, for Vahan's full time as well as contract employees.

4. Contractual Payment and Benefits

Your gross payment under the Agreement will be Rs. 15,000 per month subject to deduction of appropriate tax at source ("Basic Contract Dues"). It is understood by the parties that you are an independent contractor with respect to the Company, and not an employee of Company. The Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit to you.

5. Place of Work

Your location for performance will be Bangalore, India, though we will be working remotely for the foreseeable future.

6. Working Hours

The shift timings will be based on process/program requirements as and when explained by your superiors.

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FOUNDATION FOR HIGHER EDUCATION HYDERABAD

10234

Job offer Letter

THOMSON REUTERS®

PRIVATE AND CONFIDENTIAL

June 3, 2

a Ruthvik Saharsha
rabad

Ruthvik Saharsha,

you for your interest in associating with our organisation. We are pleased to confirm your selection for the **Assoc ent Specialist** role.

atulations!

e delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose n rs o is letterhead Thomson Reuters International Services Private Limited.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Section 3 of the UGC Act, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Gmail

Family Business

10219 213

Indira V <indira@ifheindia.org>

REMINDER 1 - Alumni Data Batch of 2018 - 2021

219_ADITYA ATASNIYA <aditya.atasniya18@ibsindia.org>
To: Indira V <indira@ifheindia.org>

Sat, Dec 11, 2021 at 2:19 AM

Good Afternoon mam/sir,

This is Aditya Atasniya Holding enrollment no - 18FMUCHH010219

Attached is the Offer letter of joining family business.

Following are the details as requested.

BANK DETAILS
A/c no: 03181000026805
Ifsc code: HDFC0004311
HDFC BANK BEGUMBAZAR BRANCH

RESIDENTIAL ADDRESS
PLOT NO: 59A, MLA COLONY ,
BANJARAHILLS ROAD NO 12
HYDERABAD - 500034
TELANGANA , INDIA

Regards
Aditya Atasniya
18FMUCHH010219

On Sat, Dec 11, 2021 at 12:05 PM Indira V <indira@ifheindia.org> wrote:
[Quoted text hidden]

Aditya Atasniya Offer Letter.pdf
704K

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

AXON POLYFILMS LLP

Date:

Client Name	ADITYA ATASNIYA	Department	MARKETING
Company Name	AXON POLYFLIMS LLP		

Sub: Letter of Offer

Dear MR. ADITYA ATASNIYA,

Greetings from HR Department

Congratulations you have been selected to join AXON POLYFLIMS LLP

We refer to your recent discussions with us and are pleased to offer you the position in the department of **MARKETING Of your family Business.**

Your job location is **'BANJARA HILLS** Your date of Joining will be **20-05-2021**

You will report to **'Reporting NEELESH KUMAR ATASNIYA'.**

Your annual salary on the basis of **Cost to the Company (CTC) will be Rs. THREE LAKH SIXTY THOUSAND (3,60,000)** per annum, all inclusive. The details of the salary break up will be given to you at the time of joining.

At the time of joining, please submit copies of the following documents and produce originals wherever required:

- **2 Passport size photographs (Dress Code: Black blazer, white shirt. White Background).**
- **Copy of Educational certificates (From Std. X till graduation/PG/PHD etc)**
- **Relieving certificate, salary slip/certificate of the last pay drawn from the previous employer/Copy of Resignation duly accepted by Current Employer.**
- **Experience certificate from all past/previous employers.**
- **Form 16 and proof of earnings for the past year (in case of employed personnel)**
- **Pan Card & Address Proof.**

The detailed appointment letter will be issued to you on completion of all the joining formalities and scrutiny of the submitted documentation. In case, any of the documents submitted are found to be false or misleading, our offer stands cancelled.

If you find the above terms of employment acceptable, you are requested to sign the copy of this offer letter as a token of acceptance and submit it back to us.

NEELESH KUMAR ATASNIYA
DIRECTOR MARKETING
AXON POLYFLIMS LLP

AXON POLYFILMS LLP. Hyd - 12. # 15-7-525/A, Begum Bazar.

Mfg : Multilayer Film | Industrial Liners | Printed Bags
Corporate Office : Block no. 201, 2nd floor, Anushka Trendz, Road No. 14, Banjara Hills, HYDERABAD - 500034, T.S, India.
Ph : +91 7660003191, 76600003242, Email : enquiry@avonflex.com, accounts@avonflex.com
Regd. Office: # 15-7-525/A, Begum Bazar, Hyderabad, Telangana - 500012
Fact Address: Sy.No.759/EE & 760/E, Burgula (V), Farooqnagar (M), Shadnagar,
Rangareddy (Dist), Telangana - 509 202. Ph. No. 7660001834, 9391276740. E-mail: **axonpoly@gmail.com**

225/3

Little Master

ACCEPTANCE OF LETTER OF APPOINTMENT.

Name	:	**Krishna Teja**
Designation	:	**Operations Specialist**
Annual Salary	:	**INR 3,50,000 /- (Rupees Three Lakh Fifty Thousand Only)***

* This is subject to statutory deductions for Provident Fund, Professional Tax, Income Tax and other statutory deductions that may be applicable from time to time. As will be provided to youseparately upon joining us.

CANDIDATE ACCEPTANCE:

I accept your offer of employment with Little Master as a Position Title and agree to theconditions here on and in the offer letter.

Krishna Teja

Signature Date

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Little Master

ANNEXURE: SALARY OFFER

Name	:	**Krishna Teja,**
Designation	:	**Operations Specialist**
Location	:	**Hyderabad**
CTC	:	**INR 3,50,000/-**

Details of Total cost to company (CTC) Per Annum as follows.

Annual CTC		3,50,000
Monthly CTC		29,167
Salary Components	**Monthly (Rs)**	**Annual (Rs)**
Earnings		
Basic Wages	11,667	1,40,000
House Rent Allowance	5,833	70,000
Vehicle Allowance	2,000	24,000
Phone Allowance	1,250	15,000
Special Allowance	7,017	84,800
Total Earnings (A)	**27,767**	**3,33,800**
Retirement Benefits		
Employer Contribution to PF	1,400	16,800
Employer Contribution to ESIC	-	-
Total Retirement Benefits (B)	**1,400**	**16,800**
Total Cost to Company (A+B)	**29,167**	**3,50,000**

Note 1. Employer contribution to provident fund will be made to the provident fund in accordance with to the Employer's Provident Fund Scheme, 1952.

Note 2. You will be entitled to Gratuity on completion of five years of continuous service in thecompany which shall be payable as per prevailing applicable laws in this regard.

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DATE: 1ST September 2021

5

Subject: Offer Letter-EXECUTIVE

DEAR SAATWIKH JANGAM

Congratulations

With reference to your application and subsequent interview, we are pleased to offer you the post of EXECUTIVE in our Organisation with effect from 1st **September 2021**. Kindly note that you are required to report at our corporate office for induction. On completion of your induction program, you shall report at your assigned work location, on the following terms and conditions, mutually agreed upon.

You will be absorbed as '**EXECUTIVE** in our Organisation.

Kindly reports at BHANODAYA CONSTRUCTIONS PVT LTD, Krishna Lila plaza, 2nd floor, plot no 12, madinaguda, Hyderabad – 500049.

If there are any further clarifications that you require from us, please contact **KRISHNA PRASAD**, who would answer your queries. His contact details are: Mobile no. +91-8519913997, Email ID: BHANODAYACONSTRUCTIONSPL@GMAIL.COM .

We will look forward to your joining on 1st September 2021.

Thanking you,

Bhanodaya Constructions PVT LTD

S.V. Jayalaxmi

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT,1956)

BHANODAYA CONSTRUCTIONS PVT. LTD. ★ HYD.

ICFAI FOUNDATION FOR HIGHER EDUCATION ★ HYDERABAD

17FMUCHH010052

Praveen Bacchu
to me

9 Dec 2021, 14:34 (4 days ago)

88

Dear **Ramakrishna,**

Congratulations on the selection for the position of **Technical Trainee Recruiter** ☺

As discussed, With the reference to your application and the subsequent interviews you had with us. We are pleased to inform you that you have been selected as a **Technical Trainee Recruiter** on an annual remuneration of **Rs.03,00,000/- (Rupees Three lakhs)** on cost to company (CTC). The CTC amou is split up into components of pay as per the existing rules of the company for payroll purposes and are subject to statutory deductions, as applicable.

As discussed, you will also have benefits like **PF, Medical Insurance & Internet Reimbursement** of upto **700 Rs/-**

Date of Joining : 13th Dec'21 (Monday)

Thanks and Regards,

Bacchu Praveen Kumar,

Senior Recruiter,

Talent Tigers

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

18FMUCHH0100-78

IBS
FAI BUSINESS SCHOOL

Bba IBS, Hyderabad <bbaibshyd@ibsindia.org>

109

Alumni data

message

ai sushmita Karri <saisushmita999@gmail.com>
o: bbaibshyd@ibsindia.org

Mon, Dec 13, 2021 at 2:25 PM

Hello,

This is Sushmita karri

I'm writing this mail to inform you about the details of my employment at Amazon

Jobrole - transportation specialist (ROC)

Level -3

Attached my offer letter

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

18FMUCH1T0 10092

IBS
FAI BUSINESS SCHOOL

Bba IBS, Hyderabad <bbaibshyd@ibsindia.org>

Alumni data

ai sushmita Karri <saisushmita999@gmail.com>
o: bbaibshyd@ibsindia.org

Mon, Dec 13, 2021 at 5:17 PM

14:22

◀ Gmail

Daddy **Terms of Employm...**

amazon | Development Centre India

OFFER CUM APPOINTMENT LETTER FOR FIXED-TERM EMPLOYMENT

Sai Sushmita Karri
6-2-7/1, Secretariat hills, necknampur, puppalguda, Necknampur
Hyderabad – 500089
TS
IN

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
Deemed to-University Under Section 3 of the UGC ACT,1956)

Dear Sai Sushmita,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for Fixed-Term Employment (hereinafter the "Offer cum Appointment Letter") the position of **Transportation Specialist, ROC** at **Hyderabad**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days.**

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. **Date of Commencement**

as per the provisions contained in Section 14 herein below.

2. Probation

You shall be on probation for a period of 3 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

amazon | Development Centre India

Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion,

[redacted]

[Quoted text hidden]

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(Deemed to be University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

IBS
FAI BUSINESS SCHOOL

(107)

Bba IBS, Hyderabad <bbaibshyd@ibsindia.org>

OFFER LETTER

message

KAMIREDDY DEEPTHI . <kamireddy.deepthi18@ibsindia.org>
to: bbaibshyd@ibsindia.org

Mon, Dec 13, 2021 at 3:17 PM

Hello mam,
This is deepthi with the enrolment number 18FMUCHH010087. Please find the attached document

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

stonelife

Date: 6th July 2021

To: Ms.Deepthi Kamireddy
Contact No. 7036319547
Email: kamireddydeepthireddy@gmail.com

Sub: Offer of Appointment

Dear **Deepthi Kamireddy,**

With reference to your application and subsequent discussions, we are pleased to offer you the position of **Sales Executive** with **Stonelife LLP.**

You will be posted at the Hyderabad office with immediate effect, until the company intimates you otherwise.

Your Cost to the Company per annum will be **INR 3,00,000/-** (Rupees Three Lakhs only).

Breakup mentioned in Annexure 'A'. Some of the terms of your employment are mentioned below:

Your appointment is subject to:

1. Submission of copies of following testimonials on your date of joining (originals to be presented)
   - Proof of Date Of Birth
   - Proof of Residence - Permanent & Temporary
   - Proof of Educational Qualifications
   - Proof of Work Experience – Service Certificate / Appointment Letter.
   - Relieving Letter from Previous Employer
   - Proof of Last Drawn Salary (Last 3 months Salary Slip)
   - 4 Passport Size Photographs
   - Photocopy of PAN Card
2. You will be on probation for a period of six months from the date of your joining the Company. Upon satisfactory performance, you will be confirmed automatically in the position at the end of the probation period. In the event, your performance is not found satisfactory at the end of the probation period, your probation shall be extended or your services are liable to be terminated.

Welcome to the Stonelife LLP We look forward to working with you.

Yours Faithfully,
For Stonelife LLP

Payan Kumar
Partner

Stone Life LLP Hyderabad

I accept the terms of this letter

Signature Deepthi
Name Deepthi Kamireddy
Date 2021

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University under Section 3 of the UGC Act, 1956)

StoneLife Super Studio
Sy. No 252/5, Financial District, Gachibowli,
Hyderabad - 500075. www.stonelife.in
Contact: +91 40 6813 3000

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Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tes: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 6, 2021

Ansh Mittal
410 Delhi wala Mohalla
Hathras, Uttar Pradesh

OFFER OF EMPLOYMENT

Dear Ansh,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company")**, and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serlingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

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18FMUCH10023

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Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tes: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 5, 2021

Meghana Kalra
Aparna Hights-II, near chiree public school
Botanical garden road, Hyderabad
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Meghana,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company")**, and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village. Serlingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

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- **Confidentiality:** As an employee of Wells Fargo, you will have access to Wells Fargo's Confidential Information. The Confidential Information remains the sole property of Wells Fargo or any Group Company. You must not, either during (except in the proper course of the your duties) or after the termination of your employment, without the prior written consent of the Company, directly or indirectly, divulge, use or otherwise disclose to any person whatsoever, the Confidential Information, either for your own or for another's benefit. You must use your best endeavors to protect the Confidential Information and prevent unauthorized disclosure or misuse of the Confidential Information. You must immediately notify the Company should you suspect unauthorized disclosure or misuse of the Confidential Information and, where required, assist the Company in any proceedings taken by the Company for alleged unauthorized disclosure and/or misuse of the Confidential Information. You must enter into any other confidentiality agreement or provide confidentiality undertakings as required by the Company from time to time to protect its business interests and those of its customers and any Group Company. For the purpose of this clause, "Confidential Information" means any trade secrets or confidential information relating to or belonging to the Company or any Group Company, in any form or format, including but not limited to: (i) business strategy, plans and dealings; (ii) product lines, services, price and cost information, marketing plans; (iii) staff salaries and terms and conditions, personnel history; (iv) secrets, dealings, transactions, lists or affairs of any clients of the Company or any Group Company; (v) business accounts, finances, profit margins and financial records; (vi) business forms and operating procedures, policies and practices; (vii) technical data and software; (viii) intellectual property and inventions; (ix) any information in respect of which the Company or any Group Company is bound by an obligation of confidentiality to a third party; and (x) any information classified as private, internal use, confidential or restricted (or similar) under Wells Fargo's Information Classification Matrix (or any such document or policy from time to time in place); but does not include: (i) information that is within the public domain; (ii) information required to be disclosed by law; (iii) information which the Company has consented to being disclosed; and (iv) information required to be disclosed as a necessary part

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DocuSign Envelope ID: 4A175F42-E68A-4D96-AABE-F408D87B0A70

Deloitte.

Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Nov 22, 2021

Ms. Sridhara Yasaswini
Flat no :113, manjeera smart homes, beside royal wines Quthbulapur,Chintal, Hyderabad Quthbulapur,Chintal, Hyderabad,
Hyderabad, 500055
India

Subject: Offer of Employment

Dear Sridhara:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant IAA** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **December 20, 2021.**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of Rs./- 300,000/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **December 20, 2021**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Section 3 of the UGC ACT,1956)

18FMUCH10110

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V5 GLOBAL SERVICES PRIVATE LIMITED

V5 GLOBAL
A First Meridian Company

B1, H5 Second Floor, Deutsche BMW showroom, Mohan cooperative industrial area, Near Haldiram Pin Code – 110044

website: www.v5global.com . CIN-U72300DL2005PTC140952

Letter of Intent

Date : 20-Nov-2021

Dear Harini,

V5207278

Harini, Hyderabad with reference to your application and subsequent interview with us, we are pleased to offer you the position of CRO with V5 Global Services Pvt Ltd. and you will be on deputation with our client /project Airtel – COCO at Hyderabad.

Your Date of joining with V5 Global is 22 Nov 2021

Your monthly CTC will be INR 19080/- and your take home per month will be INR 15000/- after the deduction of PF/ESI & other statutory dues

In accordance with standard practice of the Company you are requested to treat this Letter of Intent (LOI) as confidential.

You are advised to complete your onboarding by uploading following documents on V5DigiTrac App and submitting FORM-11 and 2 PF (if applicable).

1) V5- Employee Application Form (Mandate).
2) Updated Resume (Mandate).
3) PAN Card Copy (Self-Attested Mandate).
4) Aadhaar Card Copy (Self Attested Mandate).
5) Bank Account details - cancelled cheque with IFSC Code (Mandate).
6) Copy of all Educational Certificates (which are mentioned in Application Form – Mandatory).
7) Other Proof (Driving License / Voter ID / Passport).
8) 4 Passport Size Photographs (Mandate).
9) FORM-11 and 2 PF.
10) ESIC Nomination form.
11) Offer letter/Appointment letter of last organization.
12) Salary slips of Last Employer.
13) Relieving Letter & Experience Letter.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of UGC ACT,1956)

"Please ensure that your Adhaar card has proper/correct details i.e. Your Name, Father name, date of birth (DD/MM/YYYY) and ensure to share your UAN & ESIC no's (if any) allotted to you by your ex-employer. In case your Adhaar card has invalid/improper details printed on, please get it rectified immediately with Adhaar enrollment center, failing which, your PF & ESIC shall not be deposited and you shall also be levied a penalty which shall be recovered from the next salary / incentive payout due to you

A seprate detailed letter will be issued to you subject to submission of complete documents (as listed above) to V5 Global Services within 7 days of receipt of this letter of Intent

Please note that your salary will be released only after the detailed employment letter is issued to you.

18FMUCHN010027

V5 GLOBAL SERVICES PRIVATE LIMITED

B1, H5 Second Floor, Deutsche BMW showroom, Mohan cooperative industrial area, Near Haldiram Pin Code – 110044

website: www.v5global.com . CIN-U72300DL2005PTC140952

Particulars	Revised Package(P.M.)
Basic + DA	9541/-
HRA	3816/-
Other Allowances	3483/-
Total Salary	**16840/-**
Gross	**16840/-**
PF Employer	1563/-
PF Admin	65/-
ESIC Employer	547/-
EDLI Employer	65/-
Cost To Company	**19080/-**
PF Employee	1563/-
ESIC Employee	127/-
Professional Tax	150/-
In Hand Salary	**15000/-**
Monthly Variable	**0/-**
Monthly Variable - CTC	**0/-**
Retention Bonus - CTC	**0/-**

Thanking you,

For: V5 Global Services Private Limited

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Authorised Signatory

PS: Please note CTC is not inhand salary

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T&M Services Consulting Private Limited T
& M House, Kohinoor Complex, 'A'Wing, Next
To Maharaja Hotel,
W.E. Highway, Dahisar (East).
Mumbai- 400 068, INDIA
Tel.: +91 22 4222 0700
Fax: +91 22 4029 7562
Email: info@tmscl.com
Website: www.tnmhr.com

T&M

Ref No: TNM/ID-305266/2021-2022

Date: 16-Nov-2021

To
Mr. Janapally Aakash,

Dear Mr. Janapally Aakash,

Sub: Fixed Term Appointment Letter

1. This has reference to your application and subsequent interview you had with us. We are pleased to inform you that the company has decided to appoint you as a **Associate** you will be deputed at **Railtel Corporation of India Limited.** You will be working with us from **12-Jul-2021** or as desired by the client, on the following terms and conditions:

   Your monthly gross salary would be **Rs.26099.00/-(Rupees : Twenty Six Thousand Ninety Nine Only)**, all inclusive.

1. Initially you will be on probation for a period of 6 months, and your probation period will be automatically extended by 3 months in case you are not confirmed in writing by the organization.

2. During the Probation period your services can be terminated without notice. Your services can be terminated by the Organization by giving you one month's notice as an when your services are not required/ you becoming surplus/ or any other reason as decided fit by the organization. In case you decide to leave the company, similarly you have to give one month's notice to the organization. You are required to give one month's notice even during the period of probation. Period of notice will be reckoned from the date of acceptance of resignation letter, in writing from our organization.

3. Your appointment will be on contract basis for a period of one year from the Date of Joining. Your Contract can be continued further as per the requirement of the organization.

4. During the period of contract, you are not supposed to engage in any part-time / full-time employment or any other gainful assignment mainly effect your working with our organization or which is against our / our client's organizational interest.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

18FMUCHH90101

synchrony

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Synchrony International Services Pvt. Ltd.
[Earlier known as GE Global Servicing Pvt. Ltd]
Regd Office: Building Parcel - 3, Knowledge City
Floors 2 to 5, Unit 2 and 3, Plot No.2
Survey no. 83/1, Phase - 1, Raidurg Village
Serilingampally, Hyderabad.
Telangana - 500081.
GST Details: 36AADCR9682D1Z3
CIN No. U72200 TG 2008PTC 088404,
T 91-040 6765 0000

19th Nov 2021

Syed Zeeshan

Hno 401, 4th Floor, Valley View Apartment, Banjarahills, Road no 6, Hyderabad, 500034

Dear Zeeshan,

Sub: Fixed Term Appointment Letter

We are glad to offer you an appointment with **Synchrony International Services Pvt Ltd [Formerly known as GE Global Servicing Pvt Ltd]** as **Representative Collections** under the following terms and conditions:

TERMS AND CONDITIONS

1. Your fixed annual salary on joining will be **Rs.300000/-** and this will include all allowances in accordance with the Company rules and as indicated in Annexure II. In addition to this, you shall also be entitled to the following as per Company Policy and rules as applicable
   - Medical insurance covering hospitalization expenses of up to Rs.2,50,000/- for you and up to three of your dependant
   - Personal Accident Insurance of up to Rs.6,00,000/- for you as per Company Policy and rules.
   - Group Term Life Insurance cover of **Rs.10,00,000/-** during your tenure in Synchrony International Services Pvt Ltd.

   You are eligible for **Night Shift Allowance** depending on your working hours as per the Company's Night Shift Allowance policy in force.

   In addition, you will be reimbursed business related expenses in accordance with relevant company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties. The reimbursement amounts are subject to an on-going review and are dependent on the way Synchrony International Services Pvt Ltd [Formerly known as GE Global Servicing Pvt Ltd] chooses to administer compensation.

2. Your initial place of work will be at **Hyderabad**. However, your services are transferable, and you may be assigned to any location in India or abroad where the Company or any one of its associates or customers, conduct business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

3. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office except while travelling on business, as assigned to you by your superiors and as per applicable laws in force. You will be required to work 5 days a week and as per the shift timings scheduled for the role. Your daily working hours would be 9 hours including 1 hr break.

4. Your services under this contract may be terminated by either party, giving a written notice of one month to the other party or on payment of salary in lieu thereof. However, the Company reserves the right not to accept payment in lieu of notice from you and may at its sole discretion enforce the notice period. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy with official signatures). Notice of termination in electronic form where identity cannot be ascertained, such as SMS or personal email, or through oral communication shall not be accepted as adequate notice for the purpose of this agreement.

5. You will be entitled to leaves as per Company leave policy. Accumulation/carry-forward of leave will be governed as per the existing Company policy in force

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Section 3 of UGC Act, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

18FMUCHH00099

IBS®
FAI BUSINESS SCHOOL

Bba IBS, Hyderabad <bbaibshyd@ibsindia.org>

Appointment letter

message

yed zeeshan hyder <syedzeeshanhyder786@gmail.com>
o: "Bba IBS, Hyderabad" <bbaibshyd@ibsindia.org>

Sun, Dec 19, 2021 at 2:15 PM

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Veltschmerz.

18FMUCHNO10 321.

11-12-2021

Sunshine Cinemas,
8-2-310/A/3, GS Nagar,
Nandi Nagar, Banjara Hills,
Hyderabad, Telangana 500034.

To whom it may concern:

Dear sir/ma'am,

This is to certify that T Balaji Sri Lalith is an employee at Sunshine Cinemas and Veltschmerz. He has been working as an Associate Director since 03-07-2021.

His current gross salary is INR 20,000 per project.

If you have any questions regarding his employment, please contact us at *shouryavp@gmail.com.*

Sincerely,

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC Act 1956)

Shourya Paruvu
CEO, Director.
Veltschmerz.
Sunshine Cinemas,
8-2-310/A/3, GS Nagar,
Nandi Nagar, Banjara Hills,
Hyderabad, Telangana 500034.

18EMUCAH00325.

IMPETUS

An ISO 9001:2008 Company

Name : **VAJJHA VALLI SARVANI SRI**

Designation : BUSINESS ANALYST

ANNEXURE-I TERMS & CONDITIONS
(STRICTLY CONFIDENTIAL)

1. The offer letter is based on the information furnished by you for employment and during the interviews you had with us. If, at any time in future, it comes to light that any of this information is incorrect or any relevant information has been withheld, then your employment is liable to the terminated without notice. I accept the terms of this letter.

2. In view of the nature of the company's business, you may be assigned different locations both in India and abroad at the client's workplace. You will carry assignments / projects given to you from time to time with diligence and devotion and maintain the company's image as suppliers of the quality software and services.

3. You will be on probation for six months from the date of your joining SRIKARI IMPETUS SOLUTIONS (P) LIMITED and shall continue to be so until and unless specifically confirmed in writing. The probation may be extended at the sole discretion of the management.

4. Your individual remuneration is strictly between yourself and the company. It has been determined based on numerous factors such as your job, skills-specific background and professional merit. This information and any changes made therein should be treated as personal and confidential.

5. All reasonable expenses of your boarding and lodging and other expenses incurred by you, on the company's business will be reimbursed to you. The details will be communicated to you before your proceeding on such assignments.

6. You will devote the whole of your time, attention and ability to the business of the company and will observe all rules and regulations applicable from time to time. You will not accept any employment, part-time or otherwise or will not be interested directly or indirectly in any business activity likely to compete with those in which company is interested.

   While in this position of continuous responsibility you will not be entitled to payment for extra time or overtime.

REGISTRAR THE CHANDFOUNDATION FOR HIGHER EDUCATION (Deemed to be University under Section 3 of the UGC Act, 1956)

THE CHANDFOUNDATION FOR HIGHER EDUCATION HYDERABAD

8. You may be selected and sponsored by the company for training assignments with the company's associates or other institutions in India / abroad. You will diligently take part in such training and assignments to derive benefit out of them to enhance the prestige of the company and protect its interest. The cost of such overseas training schedule, travel fare and related expenses deemed fit will be borne by the company. You will establish contact with the customer representing only Srikari Impetus Solutions (P) Limited.

   You may be required to sign a service agreement with the company if you are sent for any such specialized training that may be required for up gradation of your skills and knowledge in order to take up required responsibilities and assignments.

9. All programs, system designs, manuals, literature etc., developed by you while in the company service will at all times be deemed to be the sole property of the company. The company will at all times have the sole proprietary right in any new system which you may develop while in the company's service. You are expected to maintain utmost secrecy in regard to the affairs of the company confidential information, documents etc., at all times and your failure directly or indirectly subject you for the loss to the company and you shall make good the loss sustained by the company.

10. A substantial amount of technical and other information will be obtained by you or will be available to you; you will appreciate that any information so obtained must not be communicated directly or indirectly to any person, firm or company.

11. Your compensation will be reviewed periodically as per the policy of the company. Your increments and grades will be subject to the basis of your effective performances. Your performance shall be reviewed after 12 months.

12. During your employment with the Company, you will be governed by the service rules and regulations of the company in force or as introduced or amended from time to time.

13. You have been engaged on the presumption that the particulars furnished by you in your Application and Resume' are correct. In case the said particulars are at any time found by the company to be partly or wholly incorrect or that you have concealed or withheld some other relevant facts, your appointment with the company shall stand terminated or cancelled without notice. In such an event the company reserves the right to make good from you the loss sustained, if any by the company.

14. Unauthorized absence or absence without permission from duty would attract disciplinary action besides penalty deemed fit, including termination of services at the discretion of the company.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

IMPETUS

An ISO 9001:2008 Company

15. a. Your services will be liable to be terminated by giving three month's notice on either side except for dismissal, discharge or termination for misconduct, when you will not be entitled to any such notice or salary in lieu of notice. Taking into consideration the nature of your duty, it will be absolutely necessary for you to work for the Company during the notice period unless the same is specifically waived by the Company. However, the Company may at its discretion, relieve you from such date as it may deem fit even before the expiry of the notice period without compensating for the un-expired period and is not bound to give any reason thereof. You will not be allowed to adjust any leave against notice period.

b. In the event of your ceasing to be on the company's rolls, you will not divulge to anyone, at any time, any technical data or information of a confidential nature concerning the company or its associates and their products and services which may come within your knowledge during your association with the company. You will not establish contact with any of our customers for a period of two years either directly or indirectly, for selling any product and / or services connected to our business.

16. Your employment may be terminated without notice for Incompetence or poor work performance, serious misconduct, incapacity, failure to carry out reasonable instructions, redundancy, or some other substantial reason in the eyes of the company. Due procedure of the company will be followed in this regard.

17. All disputes arising out of or in relation to the employment shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India by a sole arbitrator. The arbitrator shall be conducted by, a sole independent arbitrator appointed by the Company. The venue of the arbitration shall be Hyderabad and the language of the arbitration shall be English. Each Party shall bear its own cost (including attorney fee) in any such arbitration proceeding unless otherwise awarded by the arbitrator. The award of the arbitrators shall be final and binding on all parties to the dispute.

18. If for any reason, you violate any of the terms and conditions mentioned above, the company reserves rights to withhold payments as may be due to you as well as take legal action as deemed necessary to make good the losses sustained thereto by the company.

19. The normal working hours are business hours a week. As per the company policy the total number of leaves will be 24 (12 CL SL & 12 PL). The policy which would be revised from time to time as per company's management decision.

20. Leaves cannot be availed during the notice period, and also will not be adjusted towards notice period.

REGISTRAR THE CEAI FOUNDATION FOR HIGHER EDUCATION (Deemed to be University under Section 3 of the UGC ACT, 1956)

THE CEAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

IMPETUS

A ISO 9001:2008 Company

21. You are effective date of employment with Company will be 01/07/2021.

22. You will be initially posted at Hyderabad at the following address:

Srikari Impetus Solutions Pvt. Ltd.,
Street No 12- No 302, Y.S.Rao Chambers,
Ashok Nagar, Hyderabad -20.

Yours sincerely,

For Srikari Impetus Solutions Pvt. Ltd.,

V.Sriram Rahi
Head – HR & OPERATIONS

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

IMPETUS

An ISO 9001:2008 company

ANNEXURE-II
(STRICTLY CONFIDENTIAL)

Name : Ms. VAJJHA VALLI SARVANI SRI

Designation : Business Analyst

Location : Hyderabad

Earnings		Per Month	Per Year
Basic		18000.00	216000.00
HRA		7200.00	86400.00
Special Allowance		4800.00	57600.00
Gross Salary	**(A)**	**30000.00**	**360000.00**
Deductions			
PF		1800.00	21600.00
ESI		0.00	0.00
Professional Tax		200.00	2400.00
Total Deductions	**(B)**	**2000.00**	**24000.00**
Net Payable per Month		28000.00	

All other benefits and entitlements would be as per Statutory & Company's policy.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

IMPETUS SOLUTIONS

An ISO 9001:2008 Company

ANNEXURE – III

At the time of joining, you are requested to submit the copies of the following documents.

1. Attested Copies of your certificates supporting your educational qualifications along with mark sheets*.
2. Schooling Certificate (SSC/ICSE/CBSE) in support of your age self-attestation.
3. 5 coloured recent passport sized photographs.
4. Copy of Valid passport, if any.
5. Pan Number Photo Copy with self-attestation
6. Latest Address Proof
7. Aadhar Card Photo Copy with self-attestation

***ORIGINALS.**

I AGREE FOR THE ABOVE TERMS AND CONDITIONS

S.V. Jayalakshmi

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

#302, 3RD FLOOR, Y.S. RAO CHAMBERS, STREET No.12, ASHOKNAGAR, HYDERABAD - 500 020.
ANDHRA PRADESH, INDIAhyderabad

18FMUCHM010360.

IBS
BUSINESS SCHOOL

Uma Nagender <umanagender@ibsindia.org>

ALUMINI BATCH OF 2018 - 2022

Saahil Singhania <saahil.singhania1505@gmail.com> Sun, Dec 12, 2021 at 4:03 AM
To: Uma Nagender <umanagender@ibsindia.org>

Hello,

I got placed though college campus placements at Wells Fargo. Please find the attached offer letter for your reference.
Company Name: Wells Fargo
Designation: Operations Accountant

Additionally, my Residential Address and Bank Account details have been updated on SIS.

Thank you
Regards
Saahil Singhania.
[Quoted text hidden]

WF IND Offer Letter Saahil Singhania (1).pdf
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REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tel: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 5, 2021

Saahil Singhania
Villa No 49, Sunrise Valley,
Upparpally, Attapur,
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Saahil,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company")**, and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ,Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serilingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

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FAI BUSINESS SCHOOL

18FMUCH010397

Uma Nagender <umanagender@ibsindia.org

ALUMINI BATCH OF 2018 - 2022

ai Rukmini <sairukmini18@gmail.com> Tue, Dec 14, 2021 at 11:35
o: Uma Nagender <umanagender@ibsindia.org>

Hi Nagender,

I am working now, I've joined Deloitte in August.
PFA Appointment letter.

Regards,

S. Vijayalakshmi

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Source One Management Services Pvt. Ltd.
55/A, 1st Floor, Nanjappa Road, Shanthi Nagar
Bangalore - 560 027 Ph : 080-67573962 Fax : 080-67586205
www.msourceone.com E-mail : sales@msourceone.com
CIN : U72200KA2005PTC036903

APPOINTMENT LETTER

22nd Jul, 2021

Dear Sai Rukmini,

We are pleased to offer you the position of **CRM.** Attached are the specific terms and conditions of our offer – please read these important details carefully, including your compensation and benefits detailed in Annexure I

Acceptance and Commencement:

Your appointment will be effective on your joining date, i.e. **Aug 9th , 2021 .** Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative joining date, this offer will be withdrawn and standees cancelled.

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

Respond via email to dc.payroll@msourceone.com with your Appointment Letter to confirm your joining date. Please note that if you do not send your acceptance to the email ID,you will not be allowed to join on the joining date specified above.

- Any change of joining date must be sent to dc.payroll@msourceone.com at least 1 week in prior to your original joining date. The new joining dates would be no later than 5 days from the joining date specified above, in case the 5th day falls on a Saturday or Sunday or on a public Holiday the following working day will be considered as the revised joining date.

REGISTRAR
THE CFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed to be University under Section 3 of the UGC ACT 1956)

Corporate Office:
Source One Management Services Pvt Ltd
#55/A ,1st Floor, Nanjappa Road ,
Shanthinagar ,Bangalore - 560027
Karnataka | India.

THE CFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD (DEEMED UNIVERSITY)

IBS
FAI BUSINESS SCHOOL

18FMUCHH010425

Uma Nagender <umanagender@ibsindia.org

ALUMINI BATCH OF 2018 - 2022

ai krishna <saikrishnamalladi007@gmail.com>
o: Uma Nagender <umanagender@ibsindia.org>

Mon, Dec 13, 2021 at 12:55 AI

Hi sir

I am Malladi Surya Sai Krishna of IBS BBA Batch of (2018-2021) bearing enrolment no 18FMUCHH010425. I am currently working with Wells Fargo as an Operations Accountant and I have enclosed my job related details in attachment. With respect to the address update in the SIS, I have been made as an unauthorised user of SIS and I'm unable to login into SIS from last 3 months. I have enquired about this several times and I couldn't get proper response regarding this. So, I couldn't update my revised address in the SIS portal. I'm enclosing my new address for future communication purposes.
9-105, KAREDLA SUBBAYYA STREET, PEDAPADU, PEDAPADU, WEST GODAVARI, ANDHRA PRADESH, 534437.

Regarding the bank details updated in the SIS, they remain the same. I'm enclosing those details once again for your reference.
NAME OF THE ACCOUNT HOLDER - MALLADI SRI NAGA VENKATA SAILAJA
BANK - STATE BANK OF INDIA
BRANCH - PEDAPADU
IFSC - SBIN0021822
ACCOUNT NO - 00000062403574148

Regards
Surya Sai Krishna

On Sat, Dec 11, 2021 at 2:57 PM Uma Nagender <umanagender@ibsindia.org> wrote:
[Quoted text hidden]

Wells Fargo 1st page shot.png
147K

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tel: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1, Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 6, 2021

Surya Sai Krishna Malladi
1-7-152/2, South Kamalanagar
ECIL
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Surya Sai Krishna,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company")**, and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited), Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serilingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only).** The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

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HYDERABAD

550

18FMUCHH010682

ZAGGLE MEDIA

Zaggle Media Private Limited
334/335, Al-Karim Trade Centre,
M.G Road, Secunderabad - 500003
+91 9000067361

Date : 25th August 2021
Hyderabad

Ms. Sai Ramya Pasupuleti ,

Subject: Offer of Employment

We are delighted to offer you the role of Marketing associate intern. It is intended for you to commence your employment on 27th August 2021.

Please read through this letter carefully and indicate your acceptance of the offer by signing and returning a copy of this letter.

1. **Your position**
   You will be employed on the terms and conditions in this agreement, in the role of Marketing Associate Intern. In addition to any duties allocated by the employer from time to time, your position will involve duties set out below:

- Development of content for Zaggle Media
- Working closely with mentors and executing tasks given
- Coordinating with other associates to accomplish tasks set out for the team.

2. Probation period

Your employment is subject to the satisfactory completion of a probation period of 10 days. The probation period is designed to grant the employer time to assess whether you are able to fulfill your role with the employer. During the probation period your employment may be terminated by the employer upon providing 3 days of written notice.

3. Hours of Work

The normal working days are Monday through Saturday from 9:30 AM to 5:30 PM; however, you will be required to work for such hours as necessary for the proper discharge of your duties to the Company.

4. Location

Your duties may be performed from the location you see fit. You can work remotely or from home during the duration of the employment.

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5. **Leave**

You will be entitled to 7 leaves during the period of 8 months, which will require prior approval from the management.

6. **Nature of Duties**

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from Time to Time. These duties shall include but not be limited to develop projects as per the requirements of the clients.

7. **Company property**

You will always maintain in good condition with the Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

8. **Non-Compete and borrowing / accepting gifts:**

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

9. **Termination / Notice Period**

If you decide to leave the organisation you will be required to submit 5 days' notice in writing to the management. Similarly, the company can terminate your services to relieve you by giving 3 days' notice.

The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable grounds to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.

On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and

Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs. You are to refrain from contacting Zaggle Media's clients or be involved with them for a duration of one year upon the competition of your employment.

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Should the employee leave the company before completion of minimum service period of 8 months from the date of joining, it would be construed as a breach of Employment offer and violation of Service agreement. In such circumstances penalty of Rs.18000 need to be paid by employee to the Company.

10. Confidential Information

During your employment with the Company you will devote your whole Time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or advice or any other post or work with or without any remuneration, or pursue any course of study whatsoever, without the prior permission of the Company.

You must always maintain the highest degree of confidentiality and keep as Confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public, and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organisation, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, software, Codes, manuals, drawings, designs, Graphics, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

At no time will you remove any Confidential Information from the office without permission.

Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company. You would also be required to not to engage , enter agreement or contract with Zaggle Media's clients or associates on termination of your employment for a period of 18 months.

Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in civil and criminal law.

12. Intellectual Property

All work produced during your employment will be under the intellectual property of the company and cannot be shared or disclosed outside the organisation.

13. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimidated by you in the official records.

14. Applicability of Company Policy

The Company shall be entitled to make policy declarations from Time to Time pertaining to matters such as leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from Time to Time at its' sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

15. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of the Courts at Hyderabad, Telangana only.

16. Acceptance of our offer

Please confirm your acceptance of this Contract of Employment and its terms and conditions, by signing and returning the duplicate copy of this Contract.

We welcome you and look forward to receiving your acceptance and to working with you.

Accepted,

(Sai Ramya Pasupuleti)

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Yours Sincerely,

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Vineeth Musthyala

(CEO & Founder - Zaggle Media)

ZAGGLE MEDIA PVT. LTD. Secunderabad

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Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tel.: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1,Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4023 1000
Fax: 91 40 4023 1100
wellsfargo.com

July 6, 2021

Pranuti Dumpala
H. No. 245, Street No. 3, Indus Valley,
Eidgah Road, Peerancheru
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Pranuti,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company")**, and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Accountant 2. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **August 16, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serlingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 400000/-(Rupees Four Lakh Only).** Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 20000/-(Rupees Twenty Thousand Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Group Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo. For the purposes of this agreement, "Group Company" means any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital.

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- **Confidentiality:** As an employee of Wells Fargo, you will have access to Wells Fargo's Confidential Information. The Confidential Information remains the sole property of Wells Fargo or any Group Company. You must not, either during or after (except in the proper course of the your duties) or after the termination of your employment, without the express or written consent of the Company, directly or indirectly, divulge, use or communicate to any person whatsoever, the Confidential Information, either for your own or for another's benefit. You must use your best endeavors to protect the Confidential Information and prevent unauthorized disclosure or misuse of the Confidential Information. You must immediately notify the Company should you suspect unauthorized disclosure or misuse of the Confidential Information and, where required, assist the Company in any proceedings taken by the Company for alleged unauthorized disclosure and/or misuse of the Confidential Information. You must enter into any other confidentiality agreement or provide other confidentiality undertakings as required by the Company from time to time to protect its business interests and those of its customers and any Group Company. For the purpose of this clause, "Confidential Information" means any trade secrets or confidential information relating to or belonging to the Company or any Group Company, in any form or format, including but not limited to: (i) business strategy, plans and dealings; (ii) product lines, services, price and cost information, marketing plans; (iii) staff salaries and terms and conditions, personnel history; (iv) secrets, dealings, transactions, lists or affairs of any clients of the Company or any Group Company; (v) business accounts, finances, profit margins and financial records; (vi) business forms and operating procedures, policies and practices; (vii) technical data and software; (viii) intellectual property and inventions; (ix) any information in respect of which the Company or any Group Company is bound by an obligation of confidentiality to a third party; and (x) any information classified as private, internal use, confidential or restricted (or similar) under Wells Fargo's Information Classification Matrix (or any such document or policy from time to time in place); but does not include: (i) information that is within the public domain; (ii) information required to be disclosed by law; (iii) information which the Company has consented to being disclosed; and (iv) information required to be disclosed as a necessary part of the your duties. You are directed not to bring any confidential or proprietary material of any former employer. Also, you represent that you are not subject to any restrictions that prevent you from working for Wells Fargo.

- **Intellectual Property:** For the purpose of this section, "Work" means any invention, discovery, design, improvement, formula, process, technique, literary or artistic work, or any other item in which Intellectual Property Rights subsist or are capable of subsisting and is wholly or partly created, made or discovered by you either: (i) in the course of your employment with the Company; or (ii) otherwise using the facilities, resources, time or any other opportunity provided by the Company. "Intellectual Property Rights" means all existing and future rights which are capable of protection by copyright, patent, design, trademark or other registration or other forms of protection available in India or elsewhere. The Work and all Intellectual Property Rights in the Work will belong absolutely to the Company, and you agree to do all things necessary and execute any document required to give effect to this ownership. You shall communicate to the Company

Airtel 4G 1:21 PM 75%

CYBAGE

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18FMUCH010742

Krithi Rudrurkar

Date: **September 24, 2021**

Letter of Offer

Dear **Krithi Rudrurkar,**

Further to your interview dated **September 22, 2021**, we are pleased to offer you the position of **Trainee- Digital Marketer** with our organization.

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

At the end of this training period, your services shall be confirmed, subject to satisfactory performance and completion of Masters' Degree. On confirmation, your designation will be **Digital Marketer.**

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

You are required to join duties with effect from **September 27, 2021** at our **Hyderabad** office for this offer to be valid.

Upon joining, you will be subject to the employee policies and practices of the Company. A summary of the present policies is included as Annexure-2 to this letter of offer for your reference. Also refer Annexure-3 for the list of documents to be submitted.

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You are required to successfully complete the Master's

AA googleusercontent.com

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Avance Consulting Services Pvt. Ltd
5-9-22, Ground Floor, My Home Sarovar Plaza
Secretariat Road, Hyderabad - 500063

Letter of Offer 18FMUCHH010827

November 18, 2021.

Dear Rahul reddy,

We are pleased to offer you a position of **Leadership Consultant -Trainee** at **Avance Consulting Services Pvt. Ltd.** You will be entitled to a CTC of **INR 348,000 per annum** plus incentives subject to performance and achievement of your targets. On successful completion of your probation and achievement of targets your employment will be confirmed with the company. The incentive structure will be discussed in the first month of your joining.

Our recruitment team will coordinate with you on the following

- Necessary paper work
- References

You will be on probation for a period of **6 months** from the date of joining. Subsequent to your probationary period if your performance is found satisfactory your position with the company will be confirmed. During the first 3 months of the probationary period you are not entitled to any leaves. Any leaves will be subject to loss of pay. This offer is subject to Reference Checks and submission of documents like last 3 months payslips offer letter and bank statements.

Your joining date is set as on **1st December, 2021.**

We will issue the Appointment letter during first month of your joining.

I look forward to working with you and wish you a rewarding career at Avance Consulting Services Pvt. Ltd.

Regards
Raminder
Avance Consulting Services Pvt. Ltd.
(Authorized Signatory)

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18FMUCH010877

DWA MEDIA PVT LTD
NANDI, NO. 13,
1ST FLOOR PLACE CROSS ROAD,
BANGALORE 560020, INDIA

18th June 2021

PRIVATE & CONFIDENTIAL

Sent via email

Monisha S Patham

Dear Monisha

Offer of Employment

Further to our recent conversations, I am delighted to confirm our offer of employment with DWA. The main terms and conditions of your employment will be as follows:

Position:	Assistant Account Coordinator (Merkle Career Framework Level: 10 Associate)
Reporting to:	Nikita Kapoor, Account Director.
Start date:	01st July 2021
Place of work:	India office, Bangalore
Hours of work:	Monday to Friday, 9am to 5.30pm however you will be required to work such hours as are necessary for the proper fulfilment of your duties.
Cost to Company:	**INR 3,60,000 per annum (INR 30,000 per month over 12 months)** This is subject to individual income tax per local income tax rules and regulations.
Vacation:	**20 days per annum**, in addition to all public holidays recognised by DWA India.
Notice period:	A probationary period of 3 months will apply from the start date. During this period, your employment may be terminated with one week's notice, given by you or the company. Thereafter a notice period of 1 month will apply.

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HYDERABAD

PERSOLKELLY

Offer letter

(414)

18FMUCH4010491

Dated: **07-December-2021**

Name of Candidate : **Jasmine Purushottam**
Address : **Hyderabad**

Sub.: Employment Offer Letter

Dear **Jasmine Purushottam,**

In pursuance of your application followed by your interview, we are pleased to offer you the position of Associate with our client **Deloitte Consulting India Private Limited** at Hyderabad on the mutually agreed terms and conditions. You are requested to join the services of Deloitte Consulting India Private Limited on **January 06, 2022** at the following address:

Deloitte Consulting India Private Limited, Hyderabad.

The annual CTC shall be Rs.**355356 /-** The Salary structure and employment terms are attached herewith as **Annexure-A.**

Please bring the following documents on the day of joining:

- Educational Certificates – Original and Photocopies
- Experience Certificate, if applicable
- Salary slips of last three months, if applicable
- Signed copy of updated Resume
- Resignation acceptance letter from previous employer, if applicable
- 4 Passport size photographs
- Copy of PAN Card and original for verification
- Proof of Address (Voter ID, Passport, Aadhar Card, Driving License etc.)
- Copy of Aadhar Card with Enrolment number and original for verification

This letter of offer is issued to you on the presumption that the particulars furnished by you in your application are correct.

Please reply with your acceptance of the offer within 48 hours of the receipt of offer. In case you fail to reply, this offer shall stand withdrawn after 48 hours.

In case of any queries, feel free to contact the undersigned.

Best Wishes,

For PersolKelly India Pvt Ltd (Formerly Known as Kelly Service India Pvt Ltd)

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Authorize Signatory

Disclaimer: Employment is not guaranteed for a specific length of time. The offer can be withdrawn without notice after communication of acceptance.

Offer letter 18FMUCH010500 421

Regd. Office:
Wells Fargo Centre, Building 1A,
Divyasree NSL SEZ, Survey No. 66/1
Raidurga Village, Serilingampalli,
Hyderabad, India - 500032
Tel: +91 40 4012 1000
Fax: +91 40 4023 1100
CIN: U72200TG2006PTC051001
wellsfargo.com

Wells Fargo International Solutions Private Limited
(formerly known as Wells Fargo EGS (India) Private Limited)
Wells Fargo Centre
Orion IT/ITES SEZ
Divyasree NSL Infrastructure Private Limited SEZ
Survey. No. 66/1, Raidurga Village
Serilingampalli Mandal, RR District
Hyderabad, India 500032
Tel: 91 40 4032 1000
Fax: 91 40 4023 1100
wellsfargo.com

November 9, 2021

Godha Sai krishna Yadav
3-264/ roadno -10 prashanthi hills phase -3
Hyderabad, Telangana

OFFER OF EMPLOYMENT

Dear Godha,

We are pleased to offer you a position at **Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited) ("Wells Fargo" or "Company")**, and your employment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Operations Analyst 1. Notwithstanding anything herein**, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you, as well as not having an outside activity that is in conflict with Wells Fargo's interests. On your first day of employment **December 13, 2021 (DOJ)** you will need to report before 8:30 a.m. at Wells Fargo International Solutions Private Limited (formerly known as Wells Fargo EGS (India) Private Limited),Wells Fargo Centre, Building 1A, Orion IT/ITES SEZ, Divyasree NSL Infrastructure Private Limited SEZ, Survey.No.66/1, Raidurga Village, Serilingampalli Mandal, RR District, Hyderabad 500032.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 280000/-(Rupees Two Lakh Eighty Thousand Only)**. Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be eligible for variable compensation under Wells Fargo's Bonus Plan based on the successful completion of performance objectives and the terms and conditions of the Bonus Plan. For your first year of eligibility under the Bonus Plan, your Total Variable Compensation ("TVC") opportunity will be **15660/-(Rupees Fifteen Thousand Six Hundred Sixty Only**. Wells Fargo may, at its sole discretion, amend, revise or discontinue the Bonus Plan. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Hyderabad. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, corporate title, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties in

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647

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

12-Oct-2021

18FMUCH10105 33

C5609082

prashanth

Prashanth Kammari
Sangareddy, ordnance factory, Quater no 3391 502205
Management Level - 13
Sublevel - 3

Job Profile - Digital Content Management New Associate
Job Family Group - Business Process Delivery
Business Deal - Digital Operations

Dear Prashanth,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

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

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

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To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

Reference Id: 6a78641b-cbdc-4792-8b4d-edf156f83435_2
Signed By: Jal Rumi Master

Offer letter **Cognizant** 465

18FMUCH01555

Nandini

Ref No: 18957983
26-Nov-2021

Vanka Nandini Chowdary

Dear **Vanka Nandini**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Process Executive - Voice** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 220,001**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations and practices currently in place at the time of employment.

We request that you join us on or before **06-Dec-2021**.

Please note:
- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,
For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan
Sr.Director-Talent Acquisition

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

Signature: **Date:**

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

(495)

18FMUCH010596

MIGR.ITE

Letter Of Intent

Miss/Mr. SIMONTH KUMAR NAYAK Date: 13-08-2021

Address: 30-68/7, T.L.M. QUATERS, SALURU, SALUR, VIZIANAGARAM -535591.

Ph: 9533253730

Dear Simonth Kumar Nayak,

Congratulations! Further to your application with us and the subsequent selection process, we are delighted to extend to you the Role of an **Independent Business Associate (Level-1).**

You will be further introduced to an internationally successful **THINKBIG (Training & Development)**Program. Each level in this program is designed to teach you all the aspects of Business Management. Your Role is further described in Appendix A attached with this document.

Your association with us will be governed by the rules, regulations and policies of the company.

The terms of this letter of intent shall remain confidential and not to be disclosed to any third party.

Further Terms & Conditions of your agreement are compiled in Appendix B & C attached with this document respectively. Your formal BA Agreement Copy is subjected to submission of your bonafide documents on the date of joining.

We encourage an open environment conducive to active learning and participation. Do not hesitate to ask any relevant questions that might help you in your development.

We request you to please submit a signed copy of the letter to the HR Team as a token of your acceptance.

Welcome to Migrate Marketing Solutions. We wish you a long, rewarding and fulfilling career with us.

Ravinder Naik
Managing Director
Migrate Marketing Solutions

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

Name_____

Sign_____

FOUNDATION FOR HIGHER
HYDERABAD

47-7-27, Flat No - 102, Janardhana Arcade, 4th Lane, Dwaraka Nagar,Visakhapatnam.

MIGR.ITE

(51)

18FMUCH4010642 - offer letter

Appointment Letter

Date: 01st Sep 2021

Dear Keyura,

8 Views, a unit of Beyond Digital Solutions Pvt. Ltd., is pleased to confirm your appointment as an **Content Writer** based in Hyderabad.

Your annual CTC (Cost to Company) is **Rs.2,16,000 per annum (Rupees Two lakh sixteen thousand only)** payable monthly and will be subject to statutory and other deductions as per Company policies and practices. Your salary structure can be seen in Annexure - 1

You may also receive additional benefits as are generally accorded to the employees of the Company, subject to the applicable policies and practices of the Company.

Your employment with us will be governed by our Terms and Conditions. You will also be governed by any rules, regulations, policies and practices of the Company, some of which may be amended from time to time.

We look forward to you joining our team. We wish you all the very best.

Sincerely

8 Views(Beyond Digital Solutions Pvt. Ltd.)

I accept

Sriram Cherukuri
(Co-Founder)

Keyura
Date: 1st Sep 2021

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

101

SRI BALAJI
VIDEO

To,
The Joint Registerar, SSD,
IFHE,
Hyderabad.

Date: 13.12.2021

Sub: Letter of Acknowledgement.

Sir,

I Niranjanlal Pansari, the Managing Director of **M/s. Sri Balaji Video Private Limited** and Father of Ms. Deeksha Pansari, carrying enrolment no. **18FMUCHH010081**, hereby acknowledges that my ward has joined Family Business after the completion of her BBA Program from ICFAI Business School, Hyderabad. I am attesting the signature of my representation as under.

Thanking You,

SRI BALAJI VIDEO PRIVATE LIMITED HYDERABAD

Specimen Signature

THE ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Yours Faithfully,

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
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18FMUCHH010081

SRI BALAJI VIDEO PRIVATE LIMITED #:1-2-56/42 & 42/A, Ramchandra Nivas, Advocate Colony, Domalguda, Hyderabad - 500029. Ph: +91-40-27667061.
Website: www.sribalajivideo.com, **e-mail:** info@sribalajivideo.com

14BSUHH010162

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number : 36AQTPK0670R1ZZ

1	Legal Name	DIVYAREKHA KALVA			
2	Trade Name, if any	Pooja Stone Polishing Co			
3	Constitution of Business	Proprietorship			
4	Address of Principal Place of Business	SY NO 239, ALLAPUR, CHINCHOLI ROAD, ALLAPUR, Vikarabad, Telangana, 501141			
5	Date of Liability	01/07/2017			
6	Period of Validity	From	01/07/2017	To	NA
7	Type of Registration	Regular			
8	Particulars of Approving Authority				

Signature

Signature Not Verified
Digitally signed by DG GOODS AND SERVICES-TAX NETWORK 1
Date: 2018.07.18 22:30:35 IST

Name	
Designation	
Office	
Date of Certificate	18/07/2018

[illegible] certificate is required to be prominently displayed at all places of business in the State.

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017

177MWCHH010096

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GALIS MAKE ME GARDEN PRIVATE LIMITED is incorporated on this Sixteenth day of May Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85300TG2019PTC132771.

The Permanent Account Number (PAN) of the company is **AAHCG8231D** */@

The Tax Deduction and Collection Account Number (TAN) of the company is **HYDG19296E** */@

Given under my hand at Manesar this Sixteenth day of May Two thousand nineteen .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
MUKESH KUMAR
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

---

Mailing Address as per record available in Registrar of Companies office:

GALIS MAKE ME GARDEN PRIVATE LIMITED
C/O G.V.R.C. Balaji FNO. 202, NVM Estate, SBH Bank Linekphb14.20,
Kukatapally, HYDERABAD, Hyderabad, Telangana, India, 500072

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* as issued by the Income Tax Department

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

ई– स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAHCG8231D

नाम / Name	GALIS MAKE ME GARDEN PRIVATE LIMITED
निगमन/गठन की तारीख Date of Incorporation / Formation	16/05/2019

Signature Not Verified

Digitally signed by Income Tax PAN Services Unit, NSDL eGovernance
Date: 2019.05.16 05:14:55 GMT+05:30
Reason: NSDL ePAN Sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

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SV Sai Krishna
Koppsetti

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HYDERABAD

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17FMUCHH010127

SRI SAI BALAJI TRANSPORT

H.No. 1-5-1115/42, Road No.12, Presidency Avenue, Alwal, Medchal Dist - 500 010.
Cell: 9490129279, 9849429900, 9177302277

Ref

Date 05/03/202

Chennamaneni Rithin is working at his family Bussiness as operational manager after completing his graduation.

For SRI SAI BALAJI TRANSPORT

Managing Partner

S. Vijayalakshmi

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118FMUCHH010009

Mahindra

TRACK - LINESS
Congress Office Road, Governorpet
Vijayawada - 520 002, A.P., INDIA
✆ : 257 45 46, 25 77 466, 666 33 66
94 907 169 59, 98 484 960 97
E-mail : trackliness@yahoo.com

TO WHOM SO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT MS. KAARMAN KAUR KOHLI IS WORKING AS GENERAL MANAGER MARKETING WITH US FROM 1ST JUNE 2021

For TRACK LINESS
22/6/21
PROPRIETOR

ICFAI FOUNDATION FOR HIGHER ... HYDERABAD

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PARTS PLAZA
MAHINDRA TRUCK AND BUS GENUINE SPARES

randstad

Center Point Building, HUDA Lane,
1-8-359 to 363, 8th Floor,
Near the US Consulate, S.P. Road,
Secunderabad - 500 003
www.randstadusa.com

17FRMVCHHO1032

February 16, 2021

Mr. Laksh Agarwal,
Street no.19, Himayat Nagar,
Hyderabad - 500029

Dear Laksh,

Subject: Letter Of Offer

1. With reference to your application and the discussions we have had with you, we are pleased to appoint you as **"Technical Recruiter"** at Randstad Offshore Services Private Limited, India on a basic salary of **Rs.13750/-** per month plus other perquisites. You will be based in Hyderabad and shall report to Mr. Mohammed Usman, Vice President - Offshore Delivery at Randstad Offshore Services.

2. You are requested to join us on the **22nd Day of February 2021**

3. You will be on probation for a period of six months from the date of joining and your confirmation in service will be subject to good performance.

4. Please sign and return the duplicate of this letter as a token of your acceptance.

5. On the date of joining the organization, kindly meet HR to facilitate your induction into the organization.

We welcome you to Randstad Offshore Services and look forward to a long and fruitful association.

Yours Faithfully,
For Randstad Offshore Services Private Limited

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Srividya Jayaraman
Vice - President, HR
Randstad Offshore Services

Signature of the candidate

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

randstad

Center Point Building, HUDA Lane,
1-8-359 to 363, 8th Floor,
Near the US Consulate, S.P. Road,
Secunderabad - 500 003
www.randstadusa.com

Compensation Breakup Sheet

Name		**Laksh Agarwal**
Job Title		**Technical Recruiter**
Components	**Per Month**	**Per Annum**
Basic	13750	165000
HRA	5500	66000
Night Shift Allowance	5000	60000
Special Allowance	750	9000
Total Fixed Pay (A) (Refer Annex-I)	**25000**	**300000**
* Variable Pay Commission		114000
* Variable Pay Performance Bonus (annualized)		18000
* Variable Pay Coverage Commission		110500
Total Variable Pay (B) (Refer Annex-II)		**242500**
Employer Contribution of PF	1650	19800
Insurance		6097
Total Deferrals (C)	**1650**	**25897**
Total Cost to Company (A+B)+ (C)		**568397**

- Refer Annexure-I to know about the details of the components and other rules
- Refer Annexure-II to know about the details of the variable components and the figures shown are indicative and payout would depend on your actual performance

* Variable pay and performance bonus computations are based on 1 placement per month, payout is calculated on the actual performance

Srividya Jayaraman
Vice - President, HR
Randstad Offshore Services

Signature of the candidate

randstad

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1-8-359 to 363, 8th Floor,
Near the US Consulate, S.P. Road,
Secunderabad - 500 003
www.randstadusa.com

Name: Laksh Agarwal

ANNEXURE I

Your Allowance Pool is Rs. 126000/- p.a.

The rules governing each of the options are listed below for your reference. These rules are covered more extensively during your orientation program.

Allowance Component	Maximum limit
HRA	Rs. 66000 p.a
Night Shift Allowance	Rs. 60000 p.a

Rules:

1. HRA: The aforesaid amount would be governed by Section 10(13A) of the Income Tax Act, 1961 read with rule 2A of the Income Tax rules.
2. Night Shift Allowances will be paid only during the time you are working in Night shift operations.
3. Employer PF and Insurance will be paid by company and not be part of the pay slip
4. Vacation and Sick time as per company policy.

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Srividya Jayaraman
Vice - President - HR
Randstad Offshore Services

Signature of the candidate

randstad

Center Point Building, HUDA Lane,
1-8-359 to 363, 8th Floor,
Near the US Consulate, S.P. Road,
Secunderabad - 500 003
www.randstadusa.com

Name: Laksh Agarwal

ANNEXURE II

Following are the list of additional benefits that are offered to you, details of which are covered more extensively during your orientation program.

1. Variable pay and performance bonus computations are based on KPIs, but will be paid based on actual performance.

2. You are eligible to receive commissions for the business you generate. The current commission package is Rs.9,500 per placement. The commissions are payable after the new employee accepts the offer. Commissions are paid during the normal pay cycles.

3. You are also eligible to receive Performance Bonus of Rs.1500 per placement you made during the year. This bonus is paid to you only if you were employed as on December 31st of that year. If your employment is terminated voluntarily or involuntarily during the course of the year, you will forfeit the bonus payable/accrued during the year.

4. You are also eligible to receive commissions for the coverage of requirements. The current coverage commission is Rs.2125 per week upon achieving defined weekly KPIs.

Srividya Jayaraman
Vice - President, HR
Randstad Offshore Services

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION

Signature of the candidate

TO WHOM IT MAY CONCERN

This is to certify that **Ms. Rajyashree Kanodia** D/o Sh. Jyoti Prakash Kanodia, resident of K-26, Income Tax Colony, Durgapura, Jaipur- 302018 (Raj.), had worked with our organization as **Management Trainee** from 4th August, 2020 to 31st August, 2021.

She was looking after international marketing of agri products segment of the Company.

During the tenure, her performance was excellent.

We wish for her bright future.

For Unique Organics Ltd.

Date: 24.09.2021

Place: JAIPUR

UNIQUE ORGANICS LTD. Reg. Off. Jaipur (Raj.) India

24/09/2021

Ramavtar Jangid

Company Secretary

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

ISO 9001:2015 CERTIFICATION TM Intertek

UKAS MANAGEMENT SYSTEMS 014

17FMUCHH010719

Cognizant

Ref No: 17164088
21-Jul-2021

Musthyala Rohith

Dear **Musthyala**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Process Executive - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 220,001**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations and practices currently in place at the time of employment.

We request that you join us on or before **23-Jul-2021**.

Please note:
• This offer is subject to satisfactory professional reference checks
• This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
• Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,
For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Suresh Bethavandu
Global Head-Talent Acquisition

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

Signature: **Date:**

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION

18FMVCHH010175

Date:2nd June, 2021

Dear Jatin,

We are pleased to offer you the position as **Marketing & Sales Executive** with Peanut Butter & Jelly for the Mumbai region with terms and conditions recorded below for your consideration and acceptance. Your joining date will be recorded as **5th June, 2021.**

1. Your emoluments and benefits shall be as per the Annexure - A appended hereto. The company reserves the right to bifurcate the amount of salary under various heads any time in future. However, it shall be ensured that the total amount you would be getting after such bifurcation shall not be less than the amount prior to bifurcation. Your salary revision will be subject to the existing performance appraisal scheme or any scheme as amended from time to time.
    a. Your salary consists of two parts, fixed pay and variable pay. Variable pay will be against the monthly target achievements as per the table below.

Target Achievement	Variable Pay
0% - 50%	0%
50% - 75%	25%
75% - 100%	50%
> = 100%	100%

    b. Sales / Outlet On Boarding / Payment Recovery Targets will be given at the start of every month.
2. You will be on probation for a period of **three months,** during which your service can be terminated without giving notice. The period of probation can be extended/reduced at the company's discretion.
3. On Confirmation, your services can be terminated by either side by giving **one month** notice.
4. During your employment, you will be subject to the service rules & regulations applicable to you from time to time.
5. You will devote your whole time and attention to the company's work and guard all secrets that you may come to progress during the period of service with us and shall not divulge any information at any time which may be detrimental to the interest of the company. During the continuance of your employment, you will not undertake or carry on either alone or in partnership nor be directly or indirectly employed in or concerned with as principal-agent, trade or profession whatsoever and if the company finds that you are doing so, it will be free to terminate your services without any notice of salary in lieu thereof.
6. During the continuance of our employment and thereafter you shall not divulge directly or indirectly disclose any trade or commercial/confidential information or any dealings,

REGISTRAR

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

transaction or the affairs of the company which you may have come to know during your employment with the company and thereafter.

7. Your services are transferable at short notice to any of the department / branch / division / locations etc. of the company whether existing now or in future, the terms and conditions of employment outlined herein shall continue to apply. However, you shall be required to adhere to the rules and regulations as prevalent at the new posting.
8. You will not accept and offer any tips, gifts, favours in any manner from or to any third party and will follow the code of ethics as decided by the company from time to time.
9. Your behavior within or outside the company shall be in accordance with the standard moral guidelines. Misbehavior within the company or outside the company can result in facing disciplinary action.
10. You are expected to be in the field from 10.00 am to 7.00 pm every day from Monday to Saturday. Any planned activity on Sunday can be compensated with a holiday in the next week with prior approval.
11. You are entitled to 15 leaves [9 Personal Leave / 3 Medical Leave / 3 Casual Leave] per financial year. Uninformed leaves or half days will result in a full-day salary deduction. No warning will be given for the same.
12. You are expected to share Daily, Weekly & Monthly reporting. failing to report can lead to disciplinary action and as a result deduction in salary.
13. Any missing inventory or failure to justify the consumption of goods/stocks taken from the company warehouse will be charged at 100% of MRP and will be adjusted against the salary.
14. You must always present yourself with a clean and professional appearance. you are expected to be well-groomed and wear the uniform of the company while on the field. Your attire should be clean and in good shape, any attire with rips, tears or holes will not be tolerated. Clothing with offensive or inappropriate designs or stamps are not allowed.
15. You will immediately inform the company in writing about any changes in your residential address, marital status, number of children and any other changes, which may have a bearing on your employment with the company.
16. On separation of your employment, you will return to the company, all its assets, documents and any other articles and / or copies that may be in your possession.
17. You are requested to sign a duplicate of this letter of appointment in confirmation of your acceptance of the above terms and conditions.

We take this opportunity to welcome you to the Get-A-Whey family and hope that your association with us will prove to be of mutual benefit.

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THE ICFAI FOUNDATION FOR HIGHER EDUCATION
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Thanking you.

Yours faithfully,
For Peanut Butter & Jelly

Jimmy T Shah
Proprietor

18FMUCHH010340

Pooja Swain

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that SWAIN'S AURORA (OPC) PRIVATE LIMITED is incorporated on this Second day of January Two thousand twenty-one under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U74999OR2021OPC035253.

The Permanent Account Number (PAN) of the company is **ABFCS2115M** *

The Tax Deduction and Collection Account Number (TAN) of the company is **BBNS10704B** *

Given under my hand at Manesar this Sixth day of January Two thousand twenty-one .

DS MINISTRY OF CORPORATE AFFAIRS 6

Digital Signature Certificate
KAMAL HARJANI

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

---

Mailing Address as per record available in Registrar of Companies office:

SWAIN'S AURORA (OPC) PRIVATE LIMITED
KHATA NO-79, PLOT NO-148, UNIT NO-5, DAKHINA DEULA SAHI,
CUTTACK, CUTTACK, Cuttack, Orissa, India, 753008

* as issued by the Income Tax Department

INDIAN FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE INDIAN FOUNDATION FOR HIGHER EDUCATION

15BSUHH010332

vmware

October 21, 2021

Prathiksha Sanga

Dear Prathiksha,

We are pleased to offer you a career opportunity with VMware Software India Private Limited ("the Company") as **Marketing Specialist, Campaign Operations**. In this capacity you will be reporting to **Arun Velekkat**. This offer is subject to your acceptance of the following terms and conditions:

Annual Base Salary: You will receive an Annual Base Salary of **INR 900,000** as set out in Annexure A hereof payable in arrears on the last working day of each month. Such salary shall be subject to all applicable Indian Income Tax requirements. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.

In addition to the Annual Base Salary, the company will provide you with additional compensation and benefits components as set out in **Annexure A** to this letter ("Compensation Package")

Performance Bonus: You will be eligible to participate in VMware's Bonus Plan, pursuant to the terms and conditions of the Bonus Plan, as it may be amended from time to time. You will be eligible for an annual target bonus opportunity of **7%** of your eligible base pay. The bonus payment you receive will depend on VMware's achievement of its corporate goals and your individual performance, as determined by management. Newly hired employees are eligible for a pro-rated bonus if they have worked at least four full weeks in a bonus period. You must be employed on the bonus payment date to be eligible for a bonus payment. VMware reserves the right to modify or discontinue the Bonus Plan and/or your bonus opportunity at any time.

The base salary and On Target Earnings (if you are on a sales commission plan) provided in this offer letter is dependent upon your work location where you will perform your job duties as described in your Employment Contract. If you request to change your primary work location, you must first receive VMware approval in accordance with company policies. If you receive approval and relocate to another location, then your compensation and benefit arrangements will be re-evaluated and subject to change in accordance with VMware policies and applicable law.

Joining Bonus: A one-time sign-on bonus of **INR 50,000** less legal deductions will be paid within 45 days of your date of hire. If you terminate employment within your first year, you will be responsible for the reimbursement of the total amount of this bonus.

Relocation: You are eligible to earn a relocation lump sum payment equal to **INR 75,000**, less tax. The lump sum payment should be used at your own discretion for costs and expenses associated with your relocation to **Bangalore**. The lump sum will be advanced to you by Altair, VMware's relocation vendor. The lump sum can will be paid up to 30 days before your confirmed relocation date. Your Altair consultant will review this process with you.

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Deloitte.

Deloitte Support Services India Private Limited

Opposite Meenakshi Tech Park, 15th Floor,
Sy.No 41, Gachibowli Village, Ranga Reddy,
Hyderabad, Telangana - 500032

Tel: +91 040 67621000
www.deloitte.com

03/09/2021

Ms. Nimisha Anand
No - 9-1-364/c/6, Langar House, Bapu Ghat,
Hyderabad - 500008

Subject: Offer of Employment

Dear Nimisha Anand:

On behalf of **Deloitte Support Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst - Finance** based in **Hyderabad**. In accordance with the level mapping, your position with the Employer as **Analyst** is closely aligned with the position of **Career Level 3** of the Employer. This title alignment is provided for informational purposes only and does not create any additional benefit, entitlement or obligation with regard to your employment with the Employer. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **April 12, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of Rs.**4,00,008**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements as further explained in **Annexure C**.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD
REGISTRAR THE ICFAI FOUNDATION FOR HIGHER EDUCATION (Deemed-to-be-University Under Section 3 of the UGC ACT 1956)

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Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **April 12, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Support Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Nimisha Anand, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Support Services India Private Limited
Best regards,

DocuSigned by:
Ramprasad Ramanathan
AC815681C553493...

Authorized Signatory

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BYJU'S

Offer Letter

Name:Manjunath Bc
Date:Monday, February 15, 2021

Dear Mr. **Manjunath Bc** ,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, February 23, 2021** . Your work location would be **Mysore / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

3. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over above the 1.5 months) as mentioned in Clause 2. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

4. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

5. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

6. Department, Designation & Reporting Manager:

Department	: Business Development (51000000)
Designation	: Business Development Trainee - Sales
Reporting Manager	: Rahul Raj (TNL201605108)
Role Location	: Mysore / Bangalore
Sales Circle Location	: Mysuru
BDT Training Location	: Byjus - Bangalore

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The training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

7. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

8. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

(a) Provident Fund;
(b) Income tax deducted at source at the rates applicable;
(c) Employment / professional taxes;
(d) Dues to Company including loans and advances; or
(e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

10. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

12. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 2* days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

*(*In case, where this agreement is extended, as per Clause 3 of this agreement, need to be read as 3 days, with no change to terms and conditions of Clause 12.)*

13. Termination: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

14. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your

obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

a. Any act or omission by you;
b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
c. Any representation or warranty or information furnished to the Company found to be false;
d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.

g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

j. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vast exclusively in the courts of Bangalore, Karnataka

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The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.

S. Vijayalakshmi

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17JFMUCHH01649

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

19-Jan-2021

C4661163

Ayush Wadhera
flat no 1c nivee property pradham dwarkapuri colony panjagutta, Hyderbad 500083

Dear Ayush,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad.** This letter will officially confirm your annual total earning potential and terms of your employment.

Job Profile- **Analytics Associate**
Management Level- **12**
Sublevel - **3**
Job Family Group-**Analytics and Insights**
Business Deal-**Non Contact Center**

Your annual total cash compensation will be **INR 361920** and will be structured as per the attached Annexure 1 ' Compensation Details. This will continue to be applicable until further communication on the same. Your annual total earning potential includes:

S Vijayalakshmi

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accenture

22-Feb-2021

C4740849

Lavanya Challa
Plot no:203, vignanpuri colony, sagarcomplex, BN Reddy nagar, Hyderabad 500070
Management Level - 13
Sublevel - 3

Job Profile - Transaction Processing New Associate
Job Family Group - Business Process Delivery
Business Deal - Digital Operations

Dear **Lavanya,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

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

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

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

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You are required to provide copies of all mandatory documents required by the Company before joining and during the course of your employment, as per the timelines specified/communicated by the Company from time to time or any alterations/amendments as per the discretion of the Company. These documents include, but are not limited to, your education and past employment/s. The offer of employment and your employment with the Company is dependent on timely submission of such required documents. Non furnishing of mandatory document/s as per the manner and within the specified time shall result in termination of employment.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) days from the date of this letter. If we do not receive the above requested documents from you before the expiration of this period or after receiving your acceptance of this offer if you do not join the Company on a mutually agreed date of joining, or if, we are unable to set an alternative date, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 232000** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

Lavanya, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **amrit.kalsi** at **8801542451** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.
Yours sincerely,

Ramesh K
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

[Insert full legal name]
Date:

Candidate's signature

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ANNEXURE 1

Your compensation is as mentioned below:

Total Cash Compensation		
	Annual(INR)	
(A) Annual Fixed Compensation*	**INR 200000**	
(B) Variable Bonus earning potential	Min.	Max.
	0%	**16%**
Annual Total earning potential (A+B)	Min.	Max.
	INR 200000	**INR 232000**

* Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 200000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY21 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

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

*As defined by applicable law from time to time.

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If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Stat Bonus amounts if payable to you. Such stat bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Stat Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

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All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

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

1. Effective your date of transfer Medical Insurance for self, spouse and 2 dependent children up to **INR 300,000 per annum.** Premium for this will be paid by the company.
   You have the option of availing Accenture negotiated rates to cover your parents, parents in-law and any additional child under a separate Insurance plan up to **INR 500,000 per annum.** The entire premium for this will have to be borne by you. This plan allows for

coverage of pre-existing ailments.

For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined co pay, as under:

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

2. Personal Accident coverage up to three times your annual fixed compensation
3. Life Insurance coverage equivalent to one time of annual fixed compensation with a minimum cover of **INR 5,00,000**
4. Gratuity as per The Payment of Gratuity Act, 1972

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above mentioned benefits.

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

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

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ANNEXURE 3

DECLARATION

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

[Insert full legal name]

Date:

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ANNEXURE 4

REQUIRED DOCUMENTATION

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by so sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

S. Vijayalakshmi

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17FMUCHH010727

raygraph
TECHNOLOGIES

Vincent Tenneti,

Feb 01st, 2021

Sub: Offer Letter for the position of Business Development Executive

Dear Vincent,

We are pleased to offer you the post of **Business Development Executive** in our Organization and look forward for your acceptance on the same.

You shall be paid a compensation of Rs. **300,000** CTC/- per ANNUM subject to various deductions as applicable. The details of your gross emoluments are as mentioned in Annexure-C.

This offer has been made based on information furnished by you. However in case of any deviations, we retain the right to review our offer of employment.

And you are required to submit a copy of all the documents mentioned in Annexure – B of the Offer Letter at the time of joining.

We congratulate you on your appointment and wish you a long and successful career with us. We assure you of your professional development and growth with Graygraph Technologies Pvt Ltd.

Please return a signed copy of this letter as a token of your acceptance.

Yours truly,

For **Graygraph Technologies Pvt Ltd.**

Deepti Singhal

Deepti Singhal

Asst. HR Manager

Offer accepted by

Vincent Tenneti

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Annexure – A

1. **Joining Details:**

   You are requested to join us on **Feb 08th, 2021** and would be required to **work-from-home.**

   Your initial place of posting will be **Noida** but you can continue with work from home even after the Covid-19 is over. In other words, Work from home option shall be carried on through the entire duration you work with us. It is a condition of your employment with the company that the management in its absolute discretion may transfer you to any position, or to any department of the company and you can be posted in any place in India or overseas at any time. Further your services can also be lent or transferred to any subsidiary or associated company by the management in its sole discretion. In the event of your transfer, you will be governed by the rules and regulations of the Company/Unit regarding working hours, weekly off, holidays and other conditions of employment as existing in the new Company /Unit.

2. **Probation Period:**

   You will be on probation for a period of six months from your date of joining. If the management considers necessary, the probation period can be extended by another six months in blocks of three months each. If your performance is considered unsatisfactory, your services may be terminated at the end of the probation period. During the probation period company can terminate any time without any notice period and also not liable to pay any wages for future, only pending wages shall be paid.

3. **Termination of Service:**

   On confirmation of your employment, in case you want to leave your job, you have to give one month's notice including probation period in writing or you have to pay an amount equivalent to one month's salary. Likewise, your services may be terminated at any time without assigning reason. In case you leave our employment without notice, we shall have the right to deduct as liquidated damages an amount equivalent to one month's base salary from any amount that may be due to you.

18FMUCHH010008

11:49 22%

Dear **ABHINAV PASUPLETI,**

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Business Development Executive** in our Company. Your beginning annual remuneration will be **INR 300,000/- (Enclosed: CTC break-up).**

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.
- Conveyance is part of the CTC and there shall not be separate reimbursement of conveyance expense.

Your joining location will be	**Hyderabad**
Reporting Date & Time:	01-Jun-2021, 9:30 AM
Venue Detail:	SQUAREYARDS, Purva Summit, White Field Rd, Whitefields , HITEC City, 5th Floor, Hyderabad, Telangana 500081
Contact Person:	Swadha Singh

This offer and your employment are conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with background verification report, the Company reserves the right to withdraw or defer this offer of employment. So Kindly provide 2 references for background verification.

Mandatory Documents to be emailed before or produced on the day of Joining: (1 set of Photocopies as well as Originals)

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THOMSON REUTERS®

PRIVATE AND CONFIDENTIAL

June 3, 2021

Macha Ruthvik Saharsha
Hyderabad

Dear Ruthvik Saharsha,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the **Associate Content Specialist** role.

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. **Commencement Date**

   a. Your employment with the Company commences on **June 21, 2021**.

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18PMUCHH010332

darwinbox

Offer for Employment

Date: 13-06-2021

To,
Mr/Ms. Siddhardh Devulapalli

Dear Siddhardh,

Sub: Letter of Offer for Employment

We are pleased to make you an offer as Business Analyst in our organization, Darwinbox Digital Solutions Private Limited (a private limited company incorporated as per Company's Act, 2013 with CIN:U74900TG2015PTC101793) with effect from 14-06-2021 and Hyderabad, Telangana, India as work location.

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure – B as well as Annexure C: PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT. Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment. Employment as per this offer is subject to your being medically fit.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours truly,
For Darwinbox Digital Solutions Private Limited

Rohit

Rohit Chennamaneni
Director.

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With the signature below, I accept this offer for employment.

Name: Siddhardh Devulapalli
Date:

darwinbox

Annexure A - Salary Structure:

You will be paid a total Fixed CTC of Rs. 6,00,000 (Six Lakh Rupees) as detailed in the table below.

SALARY COMPUTATION	
Components	**Per Annum**
Basic	3,00,000
House Rent Allowance	1,20,000
Leave and Travel Allowance	24,999
Provident Fund	21,600
Mobile and Internet Allowance	24,000
Professional Development Allowance	24,999
Special Allowance	84,402
Total Fixed CTC	**6,00,000**

Additionally, you are also eligible for a Performance Variable Pay, based on your performance rating. The prorated amount will be paid out every 6 months based on performance in the company bi-annual review cycle.

Performance Variable Pay Table:

Rating	Pay-out (for 12-month period)
1 - Distinctive	20% of fixed CTC
2 - Exceeds Expectations	10% of fixed CTC
3 - Meets Expectations	5% of fixed CTC
4 - Performance Issues	NA

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REGISTRAR

darwinbox

Annexure B:

1.Personal Particulars:

You will keep us informed of any change in your residential address, your family status or any other relevant particulars to ensure correspondence at any point throughout your employment and after separation. You would also let us know the name and address of your legal heir/nominee.

2.Nature of Work:

Your nature of work will include managing sales operations to ensure efficiency and effectiveness of the company's sales function by building various metrics and drawing actionable insights for the leadership, and any other duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization.

3.Assignment, Transfer and Deputation:

Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

4.Probation:

The company follows a policy of 6 month probation period. The company shall have the opportunity to assess the suitability of the employee's performance and the conduct (in the probation period). At any time during the Probation Period, the Company may terminate the employee's employment, on the grounds of unsuitability, without providing any working notice or payment in lieu thereof.

5.Training:

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment.

6.Performance Reviews and Appraisal:

The Company follows a policy of bi-annual performance reviews. You will be eligible for performance-based incentives on the basis of your performance during the corresponding review period.

The Company also has a policy of annual salary appraisal based on performance. You will be eligible for a salary appraisal under this policy based solely on the performance ratings achieved during the previous performance cycle.

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7.Intellectual Property Right:

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other processes/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may

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develop during your association with the company.

8.Secrecy/Confidentiality:

You will not during the course of your employment with the company or at any time thereafter divulge or disclose to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

9. Restrain:

I. Access to Information:

Information is available on a need-to-know basis for specific groups and the information is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the company. You are bound to inform any access that you continue having to company's information post your separation from the company that included but not limited to client data, access to all internal and external portals that are provided to facilitate your work and employment during your tenure at Darwinbox.

II. Restriction on Personal Use:

Use of company resources for personal use is strictly restricted. This includes the usage of computer resources, information, internet service, and working time of the company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of company information for personal use will result in immediate termination of employment without notice and/or legal action for a misdemeanour as deemed fit by the company. You may/may not be required to reimburse the company for any losses incurred by the company on account of personal usage of company data.

10. Security:

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to the computer system, disabling all working stations, floppy disk drives and company-wide awareness about the need for protection of intellectual property and sensitive customer information.

11.Termination of Service:

I. You can terminate this employment by serving a notice of three months. It is the company's sole discretion to waive-off the notice period with or without the option to buyout the notice period. Incase notice period buyout is agreed by the company in lieu of shortfall of serving notice period, the employee is bound to pay an amount equal to three times his monthly gross salary.

II. On the other, the company can terminate this employment on the account of poor performance preceded by a period of 1 month under the performance improvement plan. It is the company's sole discretion to extend the performance improvement plan to an employee in lieu of which company may pay a compensation equal to 4

weeks of gross salary with immediate termination.

III. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such a case, your employment shall automatically come to an end without any notice of termination or notice pay. The company also holds the right to go for any penal actions against the employee.

IV. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein, the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

12. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as travelling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

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WeMakeScholars EdTech Pvt Ltd.

WE MAKE SCHOLARS

[illegible] 2021

To, Mr. Vikram Singh Chauhan

Dear Vikram,

WeMakeScholars Edtech Pvt Ltd. ("the Company") is pleased to offer you employment as **Trainee Financial Officer** at Hyderabad on the following terms.

1. **Duties**

As Trainee Financial Officer, you agree to devote the whole of your professional time, attention and energy to the performance of your designated tasks and not directly or indirectly, consult with, advise, work for or have any interest in any competing business or pursuit during this employment that creates a conflict of interest.

2. **Remuneration Package**

Annual Compensation: You are being offered an annual CTC of **Rs. 2,84,000 (Two lacs Eighty-Four thousand only)** which is divided into Fixed Pay (inclusive of standard company benefits) of Rs. 2,04,000 (Two Lacs Four thousand only) plus performance-based variable pay of Rs. 80,000 (Eighty Thousand only). Annexure-I specifies the breakdown of fixed pay into net monthly take home.

3. **Benefits**

You shall be entitled to any benefits available to personnel in your job category and for which you are eligible in accordance with any benefit plan or policy adopted by the Company during your employment. Please check Annexure- II for the details of benefits.

4. **Exclusive Monetary Compensation**

You agree that your compensation under clause 2 of this letter constitutes the full and exclusive monetary consideration and compensation for all services rendered by you under this letter of agreement.

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5. Working Hours

The normal expected standard working hours are 9 am to 6 pm from Monday to Saturday with 2nd and 4th Saturday Off. However, there may be occasions where you may be required to work beyond these hours and you are expected to cooperate accordingly. Your salary includes compensation for any such additional hours.

6. Employment Contract:

You are obliged to serve a minimum period of 12 months at the company. If you break this contract before completing your tenure, you would be relieved on payment of a sum of money equal to three month's salary in lieu thereof.

7. Probation Period:

For the first 2 months at the organization, you will be under probation. Please note that the fixed salary for the probation period is the same as per section 2. Any incentives generated during this period will be paid in similar terms as per Annexure 2. But kindly note that if the company doesn't find your learning satisfactory during these 2 months period and decide to end this relation, the first 15 days salary will be deducted, before setting the dues, as that is a pure training period. Contract terms and conditions are applicable.

7. Separation with no Cause

For separation with no cause, either party may give notice of separation of employment at any time, subject to one month's notice in writing which is mandatory. Following any termination of the period of Employment, you shall fully co-operate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also co-operate in the defense of any action brought by any third party against the Company that relates in any way to your acts of commissions while employed by the Company provided that you are adequately compensated for such co-operation and that all costs and expenses associated with the same, including any legal costs incurred by you, are paid by the Company.

CANUS TECH

18FMUCHH010491

1st June 2021.

Dear Jasmine Purushottam,

Congratulations! Further to your application for employment with **CanusTech**, and the subsequent selection process, we are delighted to offer you the position. Your Role Designation will be **Technical Recruiter.**

As the **Technical Recruiter**, your responsibilities include, but are not limited to:

- Should be able to independently handle the entire recruitment process from understanding the requirement, sourcing, screening, negotiation, submission, interview set up and final placement.
- Submitting quality consultants to Onsite Teams with quick turnaround time to meet sharp deadlines for each requisition.
- Develop new business via telephone and mass communication such as email and social media to introduce the CanusTech solution and identify appropriate clients within the target market.
- Follow up on leads and conduct research to identify potential prospects.
- Approaching potential prospects by cold calling and emailing.

The location of your initial reporting will be at our **Hyderabad** Office.

Your joining date with Canus Tech will be **14th June 2021.**

Your annual **CTC "Cost to Company"** will be **1,80,000 Per Annum.** The complete details of your CTC will be provided in Annexure-I.

The initial 3 Months will be the training period and will be paid **10,000** Per Month for the respective period.

This offer is subjected to you providing proper documentation and satisfactory reference checks.

Your acceptance of this offer should reach us on or before 5th June 2021. This offer will be followed by a formal agreement on your joining date.

We welcome you to CanusTech and look forward to a long and mutually beneficial association.

For CanusTech

Jalandhar Reddy Aeleti

Jalandhar Reddy Aeleti
Director

Accepted and Agreed

Jasmine purushottam

Jasmine Purushottam

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Canus Tech

Headquarters: 2 Bloor St W, Suite 700, Toronto, ON M4W3E2 CANADA
India Delivery Center: Pl. No. 406, 2 nd Floor, Swamy Ayyappa Society

CANUS TECH

ANNEXURE – I: COMPENSATION DETAIL

Salary Component Grade	Per Annum (INR)	Per Month (INR)
Basic	81000	6750
HRA	32400	2700
Medical	18000	1500
Conveyance	18000	1500
Special Allowance	30600	2550
Total CTC	**180000**	**15000**
Deductions		
PF	0	0
Employer Contributions	0	0
Employee Contributions	0	0
Professional Tax	2400	200
Net Salary	**177600**	**14800**

RECRUITER INCENTIVE POLICY

Incentive Structure for Recruiting Effective from May 01, 2021		
Net Rate Margin	**Incentive for Recruiter**	**Incentive for Account Manager**
Up to $15 hourly Margin	1K per every $1 hourly margin **Example:** $5 margin - 5K INR $10 margin - 10K INR $15 margin - 15K INR	$3 to $5 margin - 3K INR $5 to $9 margin - 5K INR $10 to $15 margin - 7.5K INR
$16 or more	5K INR per month recurring	3K INR per month recurring

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Audit Trail

TITLE	Jasmine Purushottam Offer Letter
FILE NAME	Jasmine Purushottam Offer Letter.pdf
DOCUMENT ID	faedf6befcafea6fc9f4cbfd19752f10d73f5a48
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
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SENT	**06 / 01 / 2021** 09:18:42 UTC-4	Sent for signature to Jalandhar Aeleti (jal@canustech.com) and Jasmine Purushottam (jasminep2512@gmail.com) from legal@canustech.com IP: 49.204.179.95
VIEWED	**06 / 02 / 2021** 07:45:52 UTC-4	Viewed by Jalandhar Aeleti (jal@canustech.com) IP: 142.116.138.28
SIGNED	**06 / 02 / 2021** 07:46:59 UTC-4	Signed by Jalandhar Aeleti (jal@canustech.com) IP: 142.116.138.28
VIEWED	**06 / 02 / 2021** 08:56:40 UTC-4	Viewed by Jasmine Purushottam (jasminep2512@gmail.com) IP: 49.206.43.83
SIGNED	**06 / 04 / 2021** 00:30:26 UTC-4	Signed by Jasmine Purushottam (jasminep2512@gmail.com) IP: 49.206.43.83
COMPLETED	**06 / 04 / 2021** 00:30:26 UTC-4	The document has been completed.

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Cognizant

19FMUCHH01C1138

14-Apr-2021

Shreya Barua,
ICFAI

Dear **Shreya,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 750,000.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

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

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

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

Signature : Date:

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Cognizant

Compensation and Benefits

Name: Shreya Barua **Designation:** Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	19700	236,400
2	HRA*	11820	141,840
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2364	28,368
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	18316	219,792
	Annual Gross Compensation		**675,000**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**750,000**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**763,000**

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

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

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

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

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

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

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
- Login to https:\\onecognizant.cognizant.com/Total Rewards App for more details.

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

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

Signature: Date:

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17FMUCHH010347

CleverTap Private Limited
(formerly known as WizRocket Technologies Private Limited)
1901, 19th Floor, DLH Park, Ramlal Compound, S. V. Road,
Goregaon (West), Mumbai – 400062, Maharashtra, India.
CIN: U72300MH2013PTC243608 | Web: www.clevertap.com
Tel: +91 86574 52878 | Email: info@clevertap.com

28th December 2020

Ronita Ganguli,
Sub: Letter of Internship

Dear Ronita,

We are pleased to make you an offer of **Trainee** (Internship) as part of our Human Resource Team at CleverTap.

You will be paid a fixed monthly stipend of **INR. 15,000** (There will be a deduction of Rs. 200 towards professional tax). Your internship will commence From 4th January 2021 To 31st December 2021. In-case the internship needs to be extended, it will be communicated in written form and notified by HR Team in advance.

You will be required to sign a Non-Disclosure Agreement (NDA) enclosed with this letter.

For, **CleverTap Private Limited**
(formerly known as WizRocket Technologies Private Limited)

Prashant Parashar
Chief Human Resource Officer

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ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

17FMUCHH010581

Inside Amazon | Employment Information

peopleportal.hr.corp.amazon.com/psp/HRSYSC3_1/EMPLOYEE/HRMS/c/ROLE_EMPLOYEE.AZ_EMPLOYEE.VW_SDP.GBL

Apps | Albert Technologies | Product Quality Tes... | tools | Listing Violation Re... | Zeta on Web | Ceiling Circumvent

Favorites | Main Menu

amazon

Mohammad Hazaroddin

Employee Data

Empl ID: 108134220 Phone Tool Name: Md Hazaroddin

Supervisor: Joshi Arun 104831340 Job Title: Catalog Specialist I Annualized Base Pay: Rs340,000.00

Cost Center: 1336 Status: Active Business Title: Business Operations Specialist

Product Line: Unspecified Employee Class: Regular Full Time

Location: HYD13 - Corp (Hyderabad,India) (4657)

Company: ADCI HYD 13 SEZ (B310) Std Hours: 40.00 Level: 3

Hire Date: 01/04/2021

Service Yrs: 0 Months: 1 Birthday Month: 2 Day: 14

Job Title History Find | View All | First 1 of 1 Last

Effective Date	Organizational Relationship	Job Code Title
01/04/2021	EMP	Catalog Specialist I

Base Pay History Find | View All | First 1 of 1 Last

Change Date	Change Reason	New Pay Amt	Change Pct
01/04/2021	New Hire	Rs340,000.00	0.000

IMPORTANT STOCK INFORMATION:

The database of record for all stock information is managed in a separate database by the Stock Administration Office at Amazon.com, Inc. of the date indicated. It shows a summary of all the options and RSUs

SV Jayalakshmi

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ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

vipany

Annexure-I

Name : Rohit Rao A
Designation : Business Development Executive

Salary Structure	Monthly	Yearly
Basic	8000	96000
House Rent Allowance	3200	38400
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Allowances & Utilities	4391	52692
Gross Salary	18441	221292
Employer Contribution PF	960	11520
Employer Contribution ESI	599	7188
Variable (Paid Quarterly)	0	0
Total	1559	18708
Total CTC	20000	240000
Deductions:		
Health Insurance	200	2400
Professional Tax	150	1800
Employee Contribution PF	960	11520
Employee Contribution ESI	138	1656
Total Deductions	1448	17376
Net Salary:	16993	203916

Corporate benefits:

- Medical Insurance of Sum Assured value of Rs. 2,00,000/- for self
- Accidental Insurance of Sum Assured value of Rs. 5,00,000/- for self

*Applicable Tax deductions at source.

List of Documents to be submitted:

1. Education provisional certificate and mark sheets
2. Experience Certificate and Relieving Letter
3. Copy of passport (first and last pages)
4. Two (2) passport size photographs
5. A self-attested copy of the PAN
6. A self-attested copy of the Aadhar

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Deemed-to-be-University Under Section 3 of the UGC Act, 1956

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

17fmUCHH010067

amazon

20 December 2021

PRIVATE & CONFIDENTIAL

To whom it may concern,

Re: Teja Samhitha Chitturi
Address: 17-14-8/30, C-10, my home county,near Hp gas godown,, Tanuku, West Godavari, Tanuku, 534211

This letter is to confirm that **Teja Samhitha Chitturi** is currently employed at Amazon Development Centre (India) Private Limited.

Teja Samhitha Chitturi is employed as a **Quality Associate** and commenced employment with Amazon on **19 July 2021**.

This letter has been issued to the employee upon his/her request on the basis of data submitted by the employee to the Company. The Company bears no liability in event the aforementioned data is NOT found to be accurate.

On behalf of
Amazon Development Centre (India) Private Limited

Kind Regards,

Soumya V
ERC Delivery Hub Leader, Employee Services

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

Cell : 9246346296
9030809992

MALLIKARJUNA TOOLS & LUBRICANTS

Authorised Dealers : BOSCH POWER TOOLS
1-7-220/3, ECIL X Roads, Hyderabad - 500 062 (T.S.)
e-mail : vmktools&lubricants@gmail.com

Ref.

Date 16/12/21

My name is M. Anudeep, enrollment number-17fmuchh010357 completed my studies in June 2021.

I recently joined my family business with the name 'Mallikarjuna Tools & Lubricants' in Ecil,

Hyderabad.

Name of the business- Mallikarjuna Tools & Lubricants

Type of business- Trading

Thank You

Yours Sincerely

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University under Section 3 of the UGC Act 1956)

M. Harinath

ICFAI FOUNDATION FOR HIGHER EDUCATION
HYDERABAD

ADP Private Limited
ONE West Building, Survey NO. 88/AA and 88/E, Nanakramguda Village,
Serilingampally Mandal, Ranga Reddy District, Hyderabad, Telangana - 500008
Ph: +91 40 6757 0000
adp.com

08 September, 2021

Ms. Priyanka Dhanda
H No 35, Yapral,
Pedso-2, Lane Beside Pedso Park,
Hyderabad 500087.

Dear Priyanka,

Congratulations! Subsequent to the discussions we had with you, we are pleased to extend an offer for you to be a part of ADP. Please find the offer details below:

Position:	Process Associate
Grade:	G1 L1
Start date:	On or Before 20 September, 2021
Compensation:	Gross Compensation of INR 300,008 (Rupees Three Lakhs and Eight Only) per year including variable performance incentive linked to your performance, performance of your business unit and ADP.
Probation & Notice Period:	You will be on probation for a period of six months from the date of your joining. During this period, you will be entitled to all benefits as per ADP's policy & your employment with the Company is terminable by serving a notice of fifteen days on either side. On successful completion of probation period, the notice period would be of sixty days on either side. ADP reserves the right to terminate your employment on the basis of, but not limited to, non-adherence to ADP's Code of Conduct & Ethics and other related policies, non-performance and elimination of the position per ADP's business needs.
Place of work:	Your initial place of work will be Hyderabad. However, your services are transferable and you may be assigned, to any location in India or abroad where the Company or any one of its associates or customers, conducts business.

Note: Please find the details of the terms and conditions of this offer attached. The details of which are strictly confidential and should not be shared with anyone.

We wish you a long and successful career with ADP.

Sincerely,

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
(Deemed-to-be-University Under Section 3 of the UGC ACT, 1956)

Vipul Singh
(Divisional Vice President & Head of HR)

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

Associate Signature: _____

ADP Private Limited
ONE West Building, Survey NO. 88/AA and 88/E, Nanakramguda Village,
Serilingampally Mandal, Ranga Reddy District, Hyderabad, Telangana - 500008
Ph: +91 40 6757 0000
adp.com

Always Designing for People™

Details of Compensation

Name : Priyanka Dhanda

Position : Process Associate

Grade : G1 L1

A. Base Salary	Monthly (INR)*	Annual (INR)*
• Basic Salary	11,160	133,920
• House Rent Allowance	4,554	54,648
• Flexible Benefits**	2,232	26,784
B. Bonus (20% of Basic Salary Paid Monthly)	2,232	26,784
C. Standard Benefits		
• Provident Fund***	1,607	19,284
• Gratuity	537	6,444
Gross Compensation (A+B+C)	22,322	**267,864**

		0%	100%	175%
Variable Performance Incentive (VPI)# (will range from 0% to 175% based on performance)		0	32,144	56,251
Total CTC (Gross + VPI)##		**300,008**		

** Indian Rupees*
*** Flexible Benefits include Leave Travel Allowance and Children Education Allowance*
**** PF will be deducted as per the statutory norms*
 # These are indicative payouts at your grade and will vary based on your performance, performance of your business unit & ADP
Total CTC is computed at 100% VPI payout
Tax will be applicable as per Tax Slab & Tax Regulations

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

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Associate Signature: _____

Terms and Conditions

1. Working Hours

The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.

2. Confidentiality

You will be required to execute a confidentiality agreement at the time of joining, regarding your employment and the business matters of the organization.

3. Authenticity

Please note that this offer is subject to the authenticity of the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the organization reserves the right to immediately terminate your services.

4. Documents

This Offer would stand cancelled if you fail to successfully complete your educational degree and do not meet the percentage criterion as specified during interviews

5. Permanent Account Number (PAN)

Permanent Account Number (PAN) is mandatory under Income Tax Act for processing salaries. In the absence of PAN, TDS would be deducted as per the applicable slab rate of Income Tax.

6. Statutory Benefits

Provident Fund: Provident Fund will be deducted from your salary as per EPF Act. The organization will also contribute a matching amount towards your Provident Fund. The PF related components of the compensation would be governed by the relevant statutory laws as may be applicable from time to time.

Gratuity: The Gratuity is paid to the associates as per the Gratuity Act, 1972 and would be governed by the relevant statutory laws as may be applicable from time to time.

7. Statutory Compliance

Income Tax and Profession Tax or any other payments will be deducted from your salary, as applicable as per statutory laws.

8. Flexible Benefits

The Flexible Benefit is a key component in your Gross Yearly Compensation. It allows you the flexibility to claim tax exemption benefit, as per Income Tax norms / rules in practice for the given financial year.

ICFAI FOUNDATION FOR HIGHER EDUCATION HYDERABAD

REGISTRAR
THE ICFAI FOUNDATION FOR HIGHER EDUCATION
Deemed-to-be-University Under Section 3 of the UGC ACT,1956)

Associate Signature: _____

9. Health Insurance

You and your dependents will be covered as per the existing Mediclaim Insurance Policy provided by the organization.

10. Personal Accident Insurance

You will be covered as per the existing Group Personal Accident Insurance Plan provided by the organization.

11. Leave

You are eligible for Privilege Leaves and Casual Leaves as per the organization policy. You are also entitled to avail the Public Holidays as per the organization policy. Leave should be taken, as mutually agreed between you and the Reporting Manager.

For those members who joined the organization after January 1st, Leave entitlement for the period between your Start date and 31st of December will be allocated on a pro rata basis.

12. Variable Performance Incentive

You will be eligible for variable performance incentive based on your performance, performance of your business unit & ADP. This incentive will be paid as a one-time amount every year as per the organization's variable performance incentive payment cycle. In case the period of employment is less than one year at the time of bonus cycle, the amount will be computed on a pro-rata basis.

13. Maternity Benefit

Women associates would be eligible to avail maternity related benefits per prevailing statute and relevant organizational guidelines applicable from time to time.

14. Drug Test

You will be required to undergo a drug test with the organization on the day of induction. If tested positive for any of the banned & illegal drugs as per the organization policy, it would result in action leading up to termination.

15. Background Checks / Advanced Background Checks

In accordance with our policy, this offer is conditioned upon your successful completion of a background check. Because this is a conditional offer of employment, you should not give notice to your present employer, sell real estate, or incur any other expense associated with acceptance of employment until you receive confirmation that you have successfully satisfied the preconditions of employment. This process is generally completed within 3 weeks, however the process may take longer. Background checks may include, without limitation, address verification, criminal screening, educational and employment verification, and reference checks. Additionally, ADP may require Advanced Background Checks which screen for longer periods of time and involve additional jurisdictions. This offer is subject to the authenticity of any information and documentation in connection with background screening provided by you or otherwise obtained by ADP before, during or after the offer is communicated to you. In the event any information provided by you or otherwise obtained by ADP for background screening is proven to be false, misleading, or otherwise unsatisfactory to ADP in its sole discretion, ADP reserves the right to immediately rescind this offer and/or terminate your employment, if applicable, at any time.

Associate Signature: _____

5.2.2

MBA

2016-21

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Mr. Sohail Ahmad
44, Kedar Apartment
Bikhna Pahari, Patna
Bihar-800006

Dear Mr. Ahmad,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Rajkot Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Rajkot Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

** Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Ms. Nidhi Garg
F-10/15,
Model Town-2
Delhi-110009

Dear Ms. Garg,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Jaipur Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Jaipur Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

...owance as per policies currently in force and subject to change based on individual and company's ...formance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

Mynd Solutions

Mynd Solutions Private Limited

ISO 27001:2005 certified

March 4,2016

Shefali Chauhan

B-89, B.S.F Colony

Maharajpura, Gwalior

Madhya Pradesh- 474005

Subject: Offer of Employment

Dear Ms. Chauhan,

This has reference to your application and the subsequent discussions we had with you. We have pleasure in offering you an appointment as **"Management Trainee- Finance"** for our company on the following terms and conditions:

1. The proposed compensation details are attached as Annexure '1'.
2. Details of required documents at the time of joining are attached as Annexure '2'.
3. Other Details

- Designation: Management Trainee- Finance
- Location:Gurgaon
- DOJ: March 14, 2016

A detailed letter of appointment will be issued to you on your joining. We would expect you to join latest by the joining date mentioned above. In the event of your not being able to join on or before the latest date mentioned, please intimate the undersigned, failing which this offer will be deemed void. This offer is valid, subject to all information, facts and figures provided by you, during your discussions with our company representatives. On your joining, we would expect you to complete all the necessary joining formalities, including submission of your valid PAN. Please return the copy of this letter duly signed as a token of your acceptance or by replying on the same mail.

Thanking you,

Yours faithfully,

For Mynd Solutions Pvt. Ltd.

Ravdeep S Marwah

(Authorised Signatory-HR)

NASSCOM EMERGE 50 LEADERS

Star SME Services (Small)

"Recognized by NASSCOM as the top emerging company under the category "EMERGE GROWTH" for the year 2009-10"

Corporate Office : 280, Udyog Vihar, Phase-IV, Gurgaon-122001, India. Tel. : 0124-4335400 Fax : 0124-4100395

Regd. Office : E-83, East of Kailash, New Delhi-110065, India Tel. : 011-26294392, 26294397, 26474279 Fax : 011-26474314

Mumbai – 400059 Ph : 022-61113888

Salary Breakup			
Employee Name	Shefali Chauhan		
DOJ	14-Mar-16		
Band	EXV		
Cost to Company	450000		
Particulars	**Remarks**	**Amount**	
		INR	**INR**
A. Fixed Salary		**Annual**	**Monthly**
1. Basic	52% of CTC	234,000	19,500
2. HRA	50% of Basic	117,000	9,750
3. Conveyance		19,200	1,600
4. Medical		15,000	1,250
5. LTA		22,007	1,834
6. Statutory Bonus		7,000	584
Gross Earnings(A)		**414,207**	**34,518**
B. Retiral Benefits			
7. Insurance		2,938	245
8. Gratuity	4.81% of Basic	11,255	938
9. Employer's PF Contribution	12% of Basic or Rs 1800 Whichever is less	21,600	1,800
Cost to Company(A+B)		**450,000**	**37,501**

Thanking you,

Yours faithfully,

For Mynd Solutions Pvt. Ltd.

Ravdeep S Marwah

(Authorised Signatory-HR)

Annexure-2

List of Joining Documents

(Original Copies of all certificates are required for verification)

Educational Certificates

- 10th & 12th Certificate
- Diploma / Graduation Level / Post Graduation Certifications

Work Experience Related Details

- Relieving letter/Resignation letter/ Accepted Resignation letter from previous employer
- Salary Slips from previous organization

Photographs Required

- 6 Passport Size Photograph
- 2 Postcard Size Photograph (Need to produce if ESI is Applicable)

Address Proof (Any one of the following can be taken as an address proof)

- Ration Card / Voter ID Card/Adhaar card
- Rent Agreement
- Pan Card(Mandatory Document)

Bank Statement
Passport

Telephone Bill
Driving License

Note: if you want to continue your previous salary account, Please carry your cancel cheque at the joining time.

SAINT-GOBAIN

June 1, 2016

Mr. Abdul Ghani Mohammed
H.No. 3-4-33, Temple Road
Ramagundam, DT : Karimnagar
Telangana - 505208

Dear **Abdul Ghani,**

With reference to your application and subsequent interview you had with us, we are pleased to offer you the position of **"Sale Trainee"** at **Bangalore.**

The major terms and conditions of your appointment are as follows:

1. You will be based at **Bangalore.** Your employment however is transferable as per the needs of the business, anywhere in India or abroad. Please note that a transfer may not necessarily be accompanied by a revision in the terms and conditions of your appointment.
2. You will be paid a Basic Salary of **Rs. 128,000/-** (Rupees One Lakh(s) Twenty Eight Thousand Only) per annum.
3. You will be paid a House Rent Allowance of **Rs. 64,000/-** (Rupees Sixty Four Thousand Only) per annum.
4. You will be paid Other Allowances of **Rs. 131,640/-** (Rupees One Lakh(s) Thirty One Thousand Six Hundred Forty Only) per annum.
5. You will be paid Conveyance Allowances of **Rs. 19,200/-** (Rupees Nineteen Thousand Two Hundred Only) per annum.
6. You will be paid Education Allowances of **Rs. 2,400/-** (Rupees Two Thousand Four Hundred Only) per annum.
7. You shall be entitled to Medical allowance of **Rs. 15,000/-** (Rupees Fifteen Thousand Only) per annum. The same shall be paid to you in your monthly salary as non-taxable amount. You may submit the medical bills by the end of the financial year to claim the amount as tax-free else it would be taxable.
8. You shall be entitled to Leave Travel Allowance of **Rs. 18,000/-** (Rupees Eighteen Thousand Only) per annum. The same shall be paid to you in your monthly salary as non-taxable amount. It is to be noted that Income Tax exemption against these allowances is available, subject to necessary declaration / submission of proof.

9. You will be required to contribute to the Provident Fund of the Company @ 12% of your Basic Salary. The Company will contribute a matching sum. While you are free to contribute a greater amount if you so desire (and subject to legal limits in this regard), the Company will not contribute a sum greater than 12% of your Basic Salary.
10. You will be entitled to Gratuity, subject to the rules of the Company in this regard.
11. You will be entitled to Variable Pay of **Rs. 50,000/-** (Rupees Fifty Thousand Only). Variable Pay will be paid annually, after the adoption of Annual Audited Accounts as per law and as per the formula fixed by the Company. Certain administrative rules will be applicable as per the Variable Pay Policy, which will be communicated to you upon joining.
12. All the above are subject to payment of Income Tax as per applicable laws in India. Income tax will be to the personal account.
13. You'll be entitled to 30 days Privilege Leave and 10 days Casual Leave Post Confirmation in the Calendar Year. Further, as and when there are any changes / modifications in the Leave Policy, the same will be intimated to you. Certain administration rules apply, which will be communicated to you upon joining.
14. You will be supplied a copy of the Saint-Gobain Code of Conduct and Principles of Action upon joining. You will be required to confirm that you have understood them and that you will comply with them in future.
15. The Company has a Confidentiality Agreement which may be required to be signed by you as and when you are asked to do so. For your information, the terms of the Confidentiality Agreement are applicable for some period of time after your separation from the Company for any reason whatsoever.
16. During your employment with the Company, you will not engage in any other employment/ occupation/ assignment, whether for reward or not, whether full-time or part-time and are expected to devote the whole of your time, energy and efforts towards the business of the Company.
17. After your services are confirmed by the Company and the company wants to terminate your services, it shall be done by giving three months' notice in writing or three months' salary in lieu thereof by the company. If you want to leave the company then three months' notice must be given and you shall have to actually work during the notice period, but subject to the management's discretion to relieve you from the services anytime during the notice period. After giving resignation, if you do not serve the notice period or if you leave the company without giving notice of resignation, the management will have the right to recover monetary damages from you as may be determined by the company.

SAINT-GOBAIN

18. This offer is subject to your joining duty as soon as possible and in any case not later than **June 6, 2016**. Please communicate the exact date of your joining. However, please note that the Company shall not compensate for any liability that may arise due to any lack/insufficiency/shortfall in the period of notice required to be given by you to your current employer, if applicable.
19. You will be on probation for a period of one year from the date of your joining. Your performance will be reviewed at the end of the probation period and if found suitable, your services will be confirmed in writing.
20. This offer is further subject to satisfactory completion of a medical fitness examination (see annexure for the details). Please note that expenses incurred in connection with the medical examination will be reimbursed to you after you join (subject to production of receipts).
21. At the time of joining, please submit copies of certificates of educational qualifications, professional experience and medical tests. This offer is subject to satisfactory references and verification of your educational qualifications.

If the above are agreeable to you, please return the duplicate copy of the letter duly signed in token of your acceptance by **June 4, 2016**. Please note that we will contact the references given by you in your application form. The formal appointment letter detailing the terms and conditions will be issued to you on your reporting for duty.

We welcome you to the Saint-Gobain family and look forward to a long and mutually beneficial association.

Yours Sincerely
For Saint-Gobain India Private Limited

Accepted

Rahul Pinjarkar
Vice President – Human Resources

(Abdul Ghani Mohammed)

SAINT-GOBAIN

Annexure 1

Detail of Medical test reports (to be submitted as soon as possible) & please keep the bills of medical tests for reimbursement.

- Blood Pressure
- Pulse Rate
- Height /Weight
- Blood Test (for RBC count & group)
- Chest X-Ray
- ECG
- Urine Exam/Test
- Vision and Colour Blindness
- Fitness Certificate of Doctor

Standard Chartered
Scope International

CONTRACT OF EMPLOYMENT

Scope International Private Limited (1)

and

Priya Garg (2)

Scope International Private Limited
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1, Haddows Road, Chennai - 600 006, India.
Tel (91-44) 2821 9188
Fax (91-44) 2821 9466

Standard Chartered
Scope International

THIS AGREEMENT is made on **May 20, 2016 BETWEEN:**

(1) **Scope International Private Limited** whose registered office is at **- No.1, Haddows Road, Chennai - 600006 (the "Company");** and

(2) **Priya Garg** of **House No. 223 , Sector-8 ,U.E. Karnal Haryana** ("**you**" or the "**Employee**").

IT IS AGREED as follows:

1 **Definitions and interpretation**

In this Agreement where the context admits the following expressions shall have the following meanings:

"**Claw-back Policy**" means any claw back policy issued by the Group from time to time;

"**Client**" means any customer of Scope International Private Limited or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

"**Commencement Date**" means **June 6, 2016** or such other date as is agreed in writing between the parties;

"**Conduct Rules**" means the conduct rules issued from time to time by the PRA and/or the FCA that apply or may apply to you by virtue of your employment under this Agreement and/or by virtue of being a Certified Person;

"**Confidential Information**" means trade secrets or information of a confidential nature which belongs or relates to Scope International Private Limited or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

"**Employment**" means your employment under this Agreement;

"**FCA**" means the Financial Conduct Authority;

"**Group**" means Scope International Private Limited and any Group Companies;

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"**Group Company**" means Scope International Private Limited and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of Scope International Private Limited or a subsidiary of any such holding company (and "**Group Companies**" shall be construed accordingly);

"**Group Policies and Procedures**" means in particular any policies, procedures, statements, guidance, privacy notices, operating instructions or similar documents which contain information on the use of Systems or information which the Group may issue from time to time;

"The Bridge" means the Group's intranet as amended from time to time;

"**Intellectual Property**" means designs, trademarks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

"Legal Duties" means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

"**Monitoring**" includes the monitoring of electronic communications such as emails and instant messages whether sent from fixed or mobile equipment and including communications over third party instant messaging programmes, social media services or any other services which enable employees and contractors to send and receive electronic communication, internet access/use, telephone monitoring which includes listening in to calls in real time and reviewing call logs for traffic data and location data, numbers dialled and time spent on calls, monitoring of the use of printers, scanners or similar devices, video and audio monitoring, CCTV and monitoring of access to buildings through access cards or similar devices and mechanisms, in-vehicle monitoring or monitoring through information obtained from third parties;

"**PRA**" means the Prudential Regulatory Authority;

"**Prospective Client**" means any person with whom Scope International Private Limited shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, goods or services at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control or supervision shall to your knowledge have had business dealings at any time during such period;

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"Restricted Services" means any services or product, sold, supplied, produced or developed, by Scope International Private Limited (or any Group Company) with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

"Restricted Supplier" means any person who or which supplied goods or services to Scope International Private Limited (or any Group Company) as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control or supervision of the Employee shall to the Employee's knowledge have had business dealings during such period;

"Senior Person" means any director or any employee of global grade 5 or above of Scope International Private Limited or any Group Company on the date your Employment terminates, with whom you had material contact or dealings in performing the duties of your Employment, and who had material contact with clients, customers or suppliers of Scope International Private Limited or any Group Company in performing his or her duties of employment with Scope International Private Limited or any Group Company;

"Systems" means in particular Group's infrastructure, hardware, software, electronic devices or other gadgets, telecommunication and other equipment, internet, networks or databases used by Scope International Private Limited or the Group to carry out its business; and

"Termination Date" means the date of the termination of this Agreement.

1.1 In this Agreement, where the context admits:

(a) the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 1159 of the Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed to it by section 1162 of the same Act;

(b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;

(c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;

(d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

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(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in Scope International Private Limited or a Group Company means the holder of that position from time to time.

1.2 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

2 Contractual Terms

This Agreement contains the terms of your employment with Scope International Private Limited. Whilst reference is made to other Scope International Private Limited policies and procedures, those are not contractual in effect unless otherwise expressly stated.

3 Appointment

3.1 Subject to the conditions in this clause 3, you are employed as a **Associate Manager,** initially working in **Banking Ops,** reporting to **Head Credit Risk & Credit Documentation Unit** or such other person as Scope International Private Limited may determine from time to time. This position is ***Grade* E.** You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary for you to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and that you immediately notify Scope International Private Limited if you cease to hold them.

3.3 This Agreement is a conditional contract subject to: (i) you satisfying Scope International Private Limited's pre-employment verification checks (including criminal record checks and references that are satisfactory to Scope International Private Limited); [and] (ii) all and any necessary regulatory approvals for your role having been received and remaining in force. You agree that, where required by any relevant regulator, government body or law, you may be subject to credit, financial and criminal background checks at any time during your Employment.

3.4 This Agreement is also conditional upon and subject to Scope International Private Limited's receipt prior to the Commencement Date of satisfactory original evidence of your right to work. If you do not comply with this condition, Scope International Private Limited

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reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify Scope International Private Limited.

4 Continuous employment

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. Scope International Private Limited will treat no previous employment as continuous with your Employment.

5 Place of Work

5.1 Your current place of work will be at our **Haddows Road, Chennai** office. Scope International Private Limited reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. Scope International Private Limited may require you to work at any other Scope International Private Limited office at any location overseas as Scope International Private Limited may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

6 Term and Notice

Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 month's written notice on either side, or otherwise as provided in this Agreement.

7 Duties and Powers

Whilst this Agreement remains in effect, you shall:

(a) devote the whole of your working time, attention and skill to the business of Scope International Private Limited (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by Scope International Private Limited in writing;

(b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of Scope International Private Limited;

(c) use your best endeavours to promote and protect the interests and welfare of Scope International Private Limited, the Group and any Group Company;

(d) comply with any rules, regulations, policies and procedures of or issued by Scope International Private Limited or any Group Company from time to time;

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(e) promptly disclose to your line manager any information which comes into your possession which may adversely affect Scope International Private Limited, the Group or any Group Company;

(f) if and so long as Scope International Private Limited requires and without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;

(g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of Scope International Private Limited and any Group Company and provide such explanations in connection with it as your line manager may require; and

(h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and Scope International Private Limited or any Group Company and any material breach or default of your obligations under this Agreement; and

(i) without prejudice to the obligations and duties set out above, comply with your Legal Duties;

(j) familiarise yourself with, and comply with, the Conduct Rules;

(k) undertake any training required from time to time to enable you to continue to perform your duties.

8 Remuneration

8.1 Total Employment Compensation will be **Rs.750000/-(Rupees Seven Hundred Fifty Thousand Only) per annum** which includes Basic Salary of **Rs.300000/- (Rupees Three Hundred Thousand Only)** gross per annum payable monthly in arrears normally on 25th day of each calendar month (or where the 25th falls on a non-working day, payment will normally be made on the last preceding working day). Your Total Employment Compensation shall be subject to appropriate tax and other statutory deductions.

8.2 Your Total Employment Compensation will be reviewed annually. Any increase will be at the sole discretion of Scope International Private Limited, will be notified to you in writing and will take effect from 1 April each year. Your first base salary review will take effect on **1 April 2017**.

9 Discretionary variable compensation

9.1 You are eligible to participate in the Group's Discretionary Total Variable Compensation Plan ("**the Plan**"). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the

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Group, and your adherence to Scope International Private Limited's stated values and sound risk management principles. Any award will be subject to the Group Claw-back Policy as amended from time to time

9.2 Your Plan target for the performance year **2016** will be **10% of your Total Employment Compensation**. This target is for indicative purposes only and will be pro-rated depending on your Commencement Date. Actual awards may vary significantly from the target depending on a number of factors including those outlined above.

9.3 Approved discretionary variable compensation awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your Commencement Date although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. Scope International Private Limited retains absolute discretion as to the size of the award to be made under the Plan (if any). Scope International Private Limited reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.

9.4 Except as expressly provided in the Discretionary Total Variable Compensation Plan Rules, any award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your Employment on the date that the award is made. For the avoidance of doubt, no payment or pro rata payment under a discretionary plan will be made to you if you are serving notice (whether actively or on garden leave) as at the relevant award date.

9.5 Any tax liabilities arising from the award will be for your own account. All awards are non-pensionable.

9.6 A deferral mechanism (the "**Deferral Mechanism**") exists under the [Group's Structure of Discretionary Variable Compensation Policy]. You may be required to defer part of any sum awarded into Standard Chartered PLC shares or other similar instrument rather than the award being paid entirely in cash. Where a portion of the award is deferred, such awards will normally be granted on Scope International Private Limited's annual share grant date, anticipated to be in March following the relevant performance year, providing that: (except as expressly provided in the Discretionary Total Variable Compensation Plan Rules): (i) your Employment has not already terminated and (ii) neither party has served notice to terminate your employment, as at the relevant award date. For the avoidance of doubt, no grant will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant grant date. You will be informed at that time of the number of shares under any deferred share award. Scope International Private Limited reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time. Any deferred

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awards will be treated in accordance with the rules of the relevant plan as amended from time to time.

10 Share Plans

10.1 Sharesave plan

Details of sharesave are also available on the Bridge including the relevant date eligibility criteria.

10.2 Other share plan related provisions

During your Employment, you may become eligible for consideration for participation in one of Standard Chartered Bank's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with Scope International Private Limited at the time of grant or award and not under notice (whether given by you or Scope International Private Limited). The level of your participation (if any) is at the sole discretion of Scope International Private Limited and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by Scope International Private Limited would be available, following the commencement of your Employment, on the share plan website on the Bridge, the Group's intranet.

Standard Chartered Bank's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 22 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on the Bridge. Scope International Private Limited and any Group Company reserve the right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

10.3 **Pensions and benefits**

10.4 You will be eligible to join the retirement benefit plan, if any, operated by the Group in your home country. Your participation in this arrangement will be subject to the rules of the arrangement from time to time in force.

10.5 You will be eligible for life assurance benefits from the date you join Scope International Private Limited subject to your completing and returning the enrolment form. Your entitlement to life assurance benefits will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from

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time to time. If the insurer refuses to provide any life assurance benefit to you, Scope International Private Limited shall not be liable to provide such benefits itself or any compensation in lieu thereof.

10.6 Scope International Private Limited reserves the right to amend the terms of on which any pension and life assurance benefits are provided or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

11 Deductions

11.1 Scope International Private Limited may deduct from any amounts due to you such tax and social security contributions or their equivalents as Scope International Private Limited is required to deduct by law.

11.2 You hereby authorise Scope International Private Limited to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Scope International Private Limited including, without limitation, any overpayments, loans or advances made to you by Scope International Private Limited, any overpayments in respect of annual leave taken in excess of your entitlement, - any repayment due from you to Scope International Private Limited].

12 Termination

12.1 Notwithstanding any other provision in this Agreement, Scope International Private Limited is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:

(a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or

(b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment (or the Conduct Rules, if applicable); or

(c) been negligent and incompetent in the performance of your duties in the reasonable opinion of Scope International Private Limited, or ceased to attain or hold the qualifications necessary to carry out your work for Scope International Private Limited; or

(d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Scope International Private Limited into disrepute, or which is materially adverse to the interests of Scope International Private Limited or any Group Company or which has irreparably damaged the working relationship between you and the Group; or

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(e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or

(f) become Scope International Private Limitedrupt or made any arrangement or composition with or for the benefit of your creditors; or

(g) been disqualified or prohibited by law from holding office in Scope International Private Limited, any Group Company or in any other company; or

(h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Scope International Private Limited or any Group Company; or

(i) failed to satisfy the any of the pre-employment conditons or maintain any of the approvals in Clause 3 above.

The rights of Scope International Private Limited under this clause 12.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Scope International Private Limited in exercising such a right of termination will not constitute a waiver of it.

12.2 If Scope International Private Limited believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, [including any concern it may have in relation to your fitness and propriety or a potential breach by you of the Conduct Rules], it shall be entitled (without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

12.3 Once notice has been given by either party, Scope International Private Limited shall be entitled at its absolute discretion to terminate your Employment lawfully and with immediate effect by giving written notice of its intention to make a payment in lieu of notice (the "**PILON Payment**") to you in which case your Employment will terminate on the date specified in the notice. The amount of the PILON Payment shall be TEC-Retirals (Employer PF + Employer Gratuity) only which you would be entitled to receive during any unexpired part of the notice period under clause 6 of this Agreement, less any appropriate deductions. Scope International Private Limited may in its absolute discretion elect to make the PILON Payment in equal monthly instalments in arrears. For the avoidance of doubt you shall not be entitled to pay in lieu of any other benefits (including medical and life benefits, fixed pay allowance, pension or retirement allowance or variable compensation) or holiday which may otherwise have accrued during what would have

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been your notice period. If Scope International Private Limited terminates your Employment in accordance with this clause 12.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 12.5 and the restrictive covenants under clause 22) shall remain in force.

12.4 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then Scope International Private Limited may at its absolute discretion terminate your Employment by giving not less than two **(2)** months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to Scope International Private Limited's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.

12.5 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Scope International Private Limited, to assist the Group in cases of litigation, regulatory or other investigation where you have been involved in the business underlying the dispute or investigation and/or may have relevant information.

12.6 During any period of notice of termination Scope International Private Limited may require you to take garden leave for all or part of the remaining period of your Employment. If you are asked to take garden leave Scope International Private Limited:

(a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;

(b) may ask you to resign immediately from any offices you hold in the Group;

(c) may exclude you from any premises of any Group Company;

(d) shall require you to return all documents and other materials (including copies) belonging to Scope International Private Limited containing confidential information;

(e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Scope International Private Limited or any Group Company; and

(f) may appoint any other person or persons to act in your place,

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provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

13 Working Hours

Your normal hours of work are **40** hours per week (usually, with a lunch break of one hour daily), but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. Scope International Private Limited reserves the right to vary your working hours as necessary to meet the changing needs of the business.

14 Annual leave

14.1 In addition to the usual public holidays, you are entitled to **21** days' paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. If applicable, upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of 1/260th of your basic annual salary.

14.2 Holiday must be taken at such times as are agreed with your Line Manager.

14.3 You must comply with Scope International Private Limited's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.

14.4 You are eligible to carry forward a maximum of 5 days' leave (or the pro-rated equivalent if the Employment is part-time) from one holiday year to the next, subject to the agreement of your line manager. Any additional holiday leave not taken within the relevant holiday year will be forfeited. Any holiday leave carried forward in accordance with the terms of this clause 14 must be taken by you by 31 March in the following holiday year otherwise this will be forfeited without entitlement to a payment in lieu.

15 Sickness and other absence

15.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for seven consecutive days or more (including weekends) you must submit a doctor's certificate to Scope International Private Limited. On your return you must record your absence through Scope International Private Limited's PeopleSoft online management system.

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15.2 Should you be absent from your duties for a period in excess of six (6) months as a result of illness or injury, and assuming you have successfully completed one year's continuous service following the Commencement Date, you may be entitled to consideration for benefits under Scope International Private Limited's Permanent Health Insurance, details of which will be made available to you upon joining. The payment of any benefits under such a scheme will be on such terms as Scope International Private Limited may from time to time decide and shall be subject to: (i) acceptance that you are entitled to such benefits (and to payment of such benefits) by the relevant insurer (whose decision shall be final) on reasonable rates of premium; and (ii) the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion without payment to you for compensation for any such amendment or withdrawal. Your entitlement to benefits under the insurance scheme (if any) or any other scheme is without prejudice to Scope International Private Limited's right to terminate your Employment on notice or otherwise and Scope International Private Limited reserves the right to terminate your Employment at any time during illness or disability. If the relevant insurer refuses for any reason to provide any benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

15.3 Scope International Private Limited reserves the right to require you to undergo a medical examination by a doctor or other medical practitioner appointed by Scope International Private Limited at any time during your Employment whether or not you are absent by reason of illness or injury or otherwise. You agree to give such authority as Scope International Private Limited may request or require so as to allow Scope International Private Limited unconditional access to any report or reports produced as a result of any such examination.

16 Medical Provision

16.1 You, your Spouse and 2 children up to age 21 (or date of marriage if earlier) will be eligible to join Scope International Private Limited's Private Medical Scheme (the "**Scheme**"). The premiums will be borne by Scope International Private Limited. Your entitlement to cover under the Scheme will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the Scheme or to withdraw it completely at its sole discretion at any time without payment to you for compensation for any such amendment or withdrawal. If the relevant insurer refuses for any reason to provide any medical benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

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17 Scope International Private Limited Expenses

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on Scope International Private Limited's business in the performance of your duties under this Agreement provided these have been agreed in advance with your line manager subject always to the production of appropriate receipts and compliance with applicable Scope International Private Limited policy from time to time in force.

18 Financial Regulatory Legislation and Outside Business Interests

18.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the FCA and PRA) and policy of the Group, in relation to the business of the Group.

18.2 Your attention is drawn to Scope International Private Limited's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [PersonalDealing1@sc.com].

18.3 Except with the prior written consent of the Regional Control Room, you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.

18.4 You shall not introduce to any other person, firm, Scope International Private Limited or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

19 Monitoring Practices and Use of Scope International Private Limited's Systems

19.1 By signing this Agreement, you acknowledge the Group may monitor and record without further notice or warning any use that you make of the Group's Systems for the purpose of ensuring that such Group Systems are being used lawfully and appropriately and that the Group's policies and procedures are being complied with to protect:

(a) the Group's legitimate business interests;

(b) confidential information belonging to the Group or any other party;

(c) the security of the Group's Systems; and

(d) to comply with the Group's legal and regulatory obligations.

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19.2 You must comply with all Group Policies and Procedures, which relate to the use of Group's Systems, including privately owned Systems used for the Group's business.

20 Confidential Information and Scope International Private Limited Documents

20.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of Scope International Private Limited and/or any Group Company:

(a) divulge or communicate to any person, company, business entity or other organisation; or

(b) use for your own purposes or for any purposes other than those of Scope International Private Limited or any Group Company; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of Scope International Private Limited and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

20.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Scope International Private Limited or any Group Company (and any copies of the same):

(a) shall be and remain the property of Scope International Private Limited or the relevant Group Company; and

(b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Scope International Private Limited or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by Scope International Private Limited) on demand and in any event on the termination of the Employment.

20.3 Nothing in this Agreement shall preclude you from making a disclosure under Scope International Private Limited's "Speak-Up" Policy which is available on the Bridge

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(including to a regulator). This includes protected disclosures about topics previously disclosed to another recipient.

21 Intellectual Property

21.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of Scope International Private Limited or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Scope International Private Limited or such Group Company as Scope International Private Limited may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in Scope International Private Limited or such Group Company as Scope International Private Limited may direct by the operation of law, you hereby assign absolutely to Scope International Private Limited or such Group Company as Scope International Private Limited may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 21 shall be construed as limiting or excluding the rights of you or Scope International Private Limited under applicable legislation relating to employee created Intellectual Property.

21.2 You further agree that in relation to Intellectual Property owned by Scope International Private Limited or such Group Company as Scope International Private Limited may direct in accordance with clause 21 above you will:

(a) assist Scope International Private Limited (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by Scope International Private Limited or Group Company in any jurisdiction in the world; and

(b) assist Scope International Private Limited or Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending Scope International Private Limited or Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

22 Restrictive Covenants

22.1 You hereby undertake to Scope International Private Limited that you shall not during your employment or during the period of six (6) months (or twelve (12) months in relation to clause 22.1(c) following the Termination Date (the "**Relevant Period**"), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in

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conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with Scope International Private Limited or any Group Company

(a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with Scope International Private Limited or any Group Company;

(a) have any material business dealings concerning Restricted Services with any Client or Prospective Client;

(b) solicit, induce, entice or procure any Senior Person to leave Scope International Private Limited or any Group Company whether or not any such person would thereby be committing a breach of contract; or

(c) interfere with the relationship between Scope International Private Limited and a Restricted Supplier.

22.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.

22.3 You hereby covenant with Scope International Private Limited (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during your Employment) in terms identical to those contained in clause 22.1 save that references to the "Scope International Private Limited" shall for the purposes of this clause 22.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on Scope International Private Limited's request promptly enter into a deed of restrictive covenants in a form acceptable to Scope International Private Limited with any such Group Company in order to give such Group Company the same protection given to Scope International Private Limited pursuant to clause 22.1 above.

22.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 22, you shall make the substance of the restrictions contained in clauses 20, 21 and 22 known to the person making such offer.

22.5 You hereby undertake to Scope International Private Limited that you will not at any time:

a) during the continuance, or after the termination, of your Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered"; or

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b) after the termination of your Employment or the Agreement claim, represent or otherwise indicate any present association with Scope International Private Limited or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with Scope International Private Limited or any Group Company to its or their detriment.

23 Obligations on Termination

Upon termination of your Employment with Scope International Private Limited (for whatever reason) or where Scope International Private Limited exercises its powers pursuant to clause 12.6, you shall:

(a) without compensation resign from all offices held by you in any Group Company and shall transfer to Scope International Private Limited or any relevant Group Company without payment or as Scope International Private Limited may direct any qualifying shares held by you as nominee for Scope International Private Limited or any relevant Group Company;

(b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

(c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform Scope International Private Limited of relevant computer passwords used by you; and

(d) immediately repay all outstanding debts or loans due to any Group Company.

24 Grievance, Disciplinary and Performance Procedures

Details of Scope International Private Limited's non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on the Bridge.

25 Data Protection

25.1 You consent to Scope International Private Limited processing your personal data for the purposes of and in connection with your Employment, for Scope International Private Limited's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to Scope International Private Limited processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Scope International Private Limited may, when necessary for these purposes, make such data available to

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other Group Companies, to its advisers, to its agents, to parties providing products and/or services to Scope International Private Limited (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for Scope International Private Limited's business operations, to regulatory and tax authorities (including HM Revenue & Customs), to any potential purchasers or merger partner of Scope International Private Limited or its business or subscriber to the Group's shares or as required by law.

25.2 Your details will be available to authorised personnel in any country in which Scope International Private Limited operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.

25.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with Scope International Private Limited, you process personal data (whether relating to prospective, current or future employees of Scope International Private Limited at any time, clients or customers of Scope International Private Limited or any persons) you will comply at all times with relevant legislation.

25.4 **Group Code of Conduct & Policies**

25.5 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Policy on Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on the Bridge) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

25.6 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of HR policies and procedures are also contained on the Bridge, and you should familiarise yourself with all such policies. You are required to comply with all Scope International Private Limited's policies and procedures whether set out on the Bridge, in employee handbooks or in any other format as published from time to time. You are also required to complete all induction training and mandatory learning within the relevant specified timeline. Scope International Private Limited may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of the Code of Conduct and/or the policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.

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25.7 There are no collective agreements in force affecting your Employment.

26 Entire Agreement

26.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.

26.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

27 Variation

Scope International Private Limited reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

28 Severability

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

29 Relevant Law

29.1 This Agreement takes effect under, is governed by and is to be interpreted according to the law of India.

29.2 Scope International Private Limited and you both hereby submit to the exclusive jurisdiction of Chennai Courts but this Agreement may be enforced by Scope International Private Limited in any court of competent jurisdiction.

30 Third Party Rights

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 12.5, 20, 21 and 22 may be enforced by any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

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Priya Garg

31 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to **TM, Sivaponni** at the address given below. This offer is conditional on you having returned a signed copy of this agreement and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of **SCOPE INTERNATIONAL PRIVATE LIMITED**

Signed .....

Sivaramakrishnan, Anand
Vice President

Dated .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

Dated .....

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Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Sushant Thakur,** India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall appiy:

1. **TITLE AND DESIGNATION**

   The Employee's designation for this assignment shall be **Sales Executive**, with Multipro Consumer products Ltd. Lagos, Nigeria.

2. **SALARY**

   The Employee's monthly remuneration in Nigeria will be Naira 125,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

3. **LOCATION**

   The Employee will be located at Lagos in Nigeria initially subject to re-location to any of the branch offices or to any of the Group companies in Nigeria.

4. **TERM OF THE EMPLOYMENT**

   The employment shall be for a period of 24 (Twenty Four) months from the date of commencement of the employment.

5. **COMMENCEMENT OF THE EMPLOYMENT**

   The employment will commence from the day you report for duty at Lagos, Nigeria.

6. **OTHER TERMS AND CONDITIONS**

   Other terms and conditions of the Employment are as per the attached.

The parties to this Contract of Employment set their signatures on 24th day of November 2015, as below to signify the acceptance of terms and conditions contained as above and the attached annexere.

For **Tolaram Group** | **Mr. Sushant Thakur**

Authorized signatory | **EMPLOYEE**

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

1. **DURATION OF THE CONTRACT OF EMPLOYMENT**

The duration of the Contract of Employment shall be for a period of 24 (Twenty Four) months from the date of commencement of the Employment. The Employment is subject to approval of by Government of Nigeria and issue of the Residence Permit.

On satisfactory completion of the Contract of Employment for 24 (Twenty Four) months, the Contract may be reviewed and extended by mutual consent.

2. **TRANSFERS**

The Company reserves the right to transfer, assign and depute the services of the Employee to any of its Group Companies at any location within or outside Nigeria.

3. **TERMINATION OF THE CONTRACT**

Either party to the Contract of Employment may, at any time, terminate this contract upon giving the other party to the Contract a notice of not less than three (3) months in writing or in the Employer's case, three (3) months salary in lieu of the termination period without assigning any reasons whatsoever. If, for any reasons whatsoever, the Employee leaves the assignment without giving the required notice, he/she shall be liable to pay compensation equivalent to the notice period.

The employer may terminate the employment, without prior notice and without compensation, if the employee:

- commits any serious or persistent breach of any of the provisions herein contained
- is guilty of grave misconduct or willful neglect in the discharge of his/her duties
- is guilty of embezzlement, acceptance of pecuniary gratification and dishonesty
- is guilty of drunkenness at work, drug abuse, gambling, willful disobedience or other misconduct prejudicial to the interest of the Group
- divulges the Group's secrets
- is abnormally absent or unauthorized absence without permission
- becomes bankrupt
- is convicted of any criminal or civil offence

The Group will take appropriate steps to conduct an enquiry into the Employee's misconduct before deciding to terminate his/her employment.

4. **RESTRICTIVE CONVENANT**

Upon determination of this Contract of Employment either by resignation or termination or otherwise, the Employee shall not accept employment with any other Employer in Nigeria or any Business associate of the Group in any part of Nigeria or otherwise for a period of three (3) years from the date of determination of the Contract.

During the term of his employment, the Employee shall not carry on any business or occupation directly or indirectly without the written consent of the Employer.

5. **BENEFITS**

A) TRANSPORT: The Employee will be provided with a chauffeur driven company maintained vehicle for both official and personal use.

B) MEDICAL EXPENSES: Actual medical expenses of the Employee incurred in Nigeria, shall be reimbursed, subject to a maximum of one month's salary during each year of employment. However, for the purpose of reimbursement, medical expenses related to dentures, any sexually transmitted disease, spectacles and gynecological related treatment are excluded. The Company shall also include the Employee and his/her family (if staying with him in Nigeria) in the Group Emergency Evacuation Insurance Scheme.

C) LEAVE/AIR PASSAGE: During the tenure of this contract of employment, the employee shall be entitled to 30 Calendar days' leave after 11 months of completed service, together with free economy class air passage for self and family up to employee's hometown. In case the employment is determined in accordance with clause 3 herein before, the employer shall bear the cost of air passage for his/her & family's repatriation. The choice of the airline will be the one that provides the most economical air fare by the shortest and direct route to the destination.

Accrued leave, if any, cannot be paid out in cash, unless prior written consent is obtained from the Employer.

D) ACCOMODATION: Free furnished accommodation according to the Employee's grade status will be provided in the country of assignment. The selection of such accommodation will be at the entire discretion of the Employer.

E) UTILITIES: All utility charges such as Water, Electricity Charges and Security at residence shall be reimbursed to the employee.

F) TELEPHONE: The Employer will endeavor to provide a Telephone at residence. The Employer will pay for all local telephone calls and official overseas calls. All overseas personal calls will be to the account of the Employee.

G) HARD/SOFT FURNISHING: The Employee will be provided normal hard and soft furnishing according to the grade. The budget for such furnishing shall be at the entire discretion of the Employer.

H) OTHERS: The employee will be reimbursed with the school fees of his/her children if studying in the Indian Language School in Nigeria.

6. OTHER TERMS AND CONDITIONS:

For the purpose of this Contract, the term **"family"** means the spouse and children below the age of 18 years living with and dependant on the employee in Nigeria.

During the period of employment with the Employer, the Employee shall be required (except during authorized holidays) to give the whole of his/her time and attention to the service of the Employer and should not (without the Employer's consent) engage or become interested in any other trade, business or occupation, except as shareholder or debenture holder in a Company.

The Employee will keep the secrets of the Company, its subsidiary companies and any company, firm or person with whom the company or any of its subsidiary companies may at any time during the continuance of the employment be in commercial or technical co-operation or association. Such undertaking binds the Employee expressly both during the period of employment by the Employer, and also at all times after its termination, not to divulge any such secrets or confidential knowledge acquired in consequence of the employment with the Employer to the detriment or prejudice of any of them.

During the tenure of this contract, the employee shall divulge to the Management all information, pertaining to business interests and/or to personnel employed by any of the Group companies that he/she may come to know or possess from any source, which could affect/benefit the company or the Group.

The Employee will not (except in the normal course of the business of the Employer) publish any literature, deliver any lecture or make any communication to the press relating to Employer's products or any matter with which the Company may be concerned, unless he/she has previously applied to and obtained permission from the Employer.

Any Employee wishing to raise a question on any matter affecting his own employment should, in the first instance discuss it with the person to whom he/she is immediately responsible, if not satisfied with the person to whom his/her superior is responsible. If not satisfied with the outcome of this decision, he/she may raise the matter with higher levels of the Management.

The parties to the Contract signify their acceptance of the above terms and conditions on the 24th day of November, 2015, by annexing their signatures as below.

For **TOLARAM GROUP**

Authorized Signatory

Mr. Sushant Thakur

Employee

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Compensation-Regd

Udayan Dasgupta <udayan.dasgupta@tolaram.com> Wed, Nov 25, 2015 at 2:23 PM
To: M S Prasad <msprasad@ibsindia.org>

Component	Amount in USD
Net Overseas Salary (after Tax) (A)	18,000
Net Local Salary @ N 125,000 p.m. (After Tax) (B)	7,500
Bonus (Variable Average: 6 months Min: 3 months) (C)[1]	9,000
Housing & Utilities (D)	10,000
Transportation i.e. Shared Car with driver (E)	10,000
Medical Insurance	1,000
Annual Airfare to Home Town in India	1,200
Visa Expense	1,000
Tax (25% of A+B+C+D+E)	13,625
Total CTC	**71,325**

Regards,

Udayan

1 USD = INR 66.40.

71325 x Rs.66.4

= Rs.47.42 lacs.

From: M S Prasad [mailto:msprasad@ibsindia.org]
Sent: Wednesday, November 25, 2015 9:49 AM
To: Udayan Dasgupta
Subject: Fwd: Compensation-Regd

[Quoted text hidden]

Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Saiyid Zeeshan Abbas Rizvi,** C9/30, S.F. Sector-15, Rohini, New Delhi 110089 India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall apply:

1. TITLE AND DESIGNATION

The Employee's designation for this assignment shall be **Sales Executive**, with Multipro Consumer products Ltd. Lagos, Nigeria.

2. SALARY

The Employee's monthly remuneration in Nigeria will be Naira 125,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

3. LOCATION

The Employee will be located at Lagos in Nigeria initially subject to re-location to any of the branch offices or to any of the Group companies in Nigeria.

4. TERM OF THE EMPLOYMENT

The employment shall be for a period of 24 (Twenty Four) months from the date of commencement of the employment.

5. COMMENCEMENT OF THE EMPLOYMENT

The employment will commence from the day you report for duty at Lagos, Nigeria.

6. OTHER TERMS AND CONDITIONS

Other terms and conditions of the Employment are as per the attached.

The parties to this Contract of Employment set their signatures on 24th day of November 2015, as below to signify the acceptance of terms and conditions contained as above and the attached annexere.

For **Tolaram Group** **Mr. Saiyid Zeeshan Abbas Rizvi**

Authorized signatory **EMPLOYEE**

81A, Younis Bashorun Street,
Off Ajose Adeogun Street,
Victoria Island, Lagos, Nigeria.

www.tolaram.com

44, Eric Moore Road,
Surulere, Lagos, Nigeria.
E-mail: corp.nigeria@tolaram.com

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

1. **DURATION OF THE CONTRACT OF EMPLOYMENT**

The duration of the Contract of Employment shall be for a period of 24 (Twenty Four) months from the date of commencement of the Employment. The Employment is subject to approval of by Government of Nigeria and issue of the Residence Permit.

On satisfactory completion of the Contract of Employment for 24 (Twenty Four) months, the Contract may be reviewed and extended by mutual consent.

2. **TRANSFERS**

The Company reserves the right to transfer, assign and depute the services of the Employee to any of its Group Companies at any location within or outside Nigeria.

3. **TERMINATION OF THE CONTRACT**

Either party to the Contract of Employment may, at any time, terminate this contract upon giving the other party to the Contract a notice of not less than three (3) months in writing or in the Employer's case, three (3) months salary in lieu of the termination period without assigning any reasons whatsoever. If, for any reasons whatsoever, the Employee leaves the assignment without giving the required notice, he/she shall be liable to pay compensation equivalent to the notice period.

The employer may terminate the employment, without prior notice and without compensation, if the employee:

- commits any serious or persistent breach of any of the provisions herein contained
- is guilty of grave misconduct or willful neglect in the discharge of his/her duties
- is guilty of embezzlement, acceptance of pecuniary gratification and dishonesty
- is guilty of drunkenness at work, drug abuse, gambling, willful disobedience or other misconduct prejudicial to the interest of the Group
- divulges the Group's secrets
- is abnormally absent or unauthorized absence without permission
- becomes bankrupt
- is convicted of any criminal or civil offence

The Group will take appropriate steps to conduct an enquiry into the Employee's misconduct before deciding to terminate his/her employment.

4. **RESTRICTIVE CONVENANT**

Upon determination of this Contract of Employment either by resignation or termination or otherwise, the Employee shall not accept employment with any other Employer in Nigeria or any Business associate of the Group in any part of Nigeria or otherwise for a period of three (3) years from the date of determination of the Contract.

During the term of his employment, the Employee shall not carry on any business or occupation directly or indirectly without the written consent of the Employer.

5. **BENEFITS**

A) TRANSPORT: The Employee will be provided with a chauffeur driven company maintained vehicle for both official and personal use.

B) MEDICAL EXPENSES: Actual medical expenses of the Employee incurred in Nigeria, shall be reimbursed, subject to a maximum of one month's salary during each year of employment. However, for the purpose of reimbursement, medical expenses related to dentures, any sexually transmitted disease, spectacles and gynecological related treatment are excluded. The Company shall also include the Employee and his/her family (if staying with him in Nigeria) in the Group Emergency Evacuation Insurance Scheme.

C) LEAVE/AIR PASSAGE: During the tenure of this contract of employment, the employee shall be entitled to 30 Calendar days' leave after 11 months of completed service, together with free economy class air passage for self and family up to employee's hometown. In case the employment is determined in accordance with clause 3 herein before, the employer shall bear the cost of air passage for his/her & family's repatriation. The choice of the airline will be the one that provides the most economical air fare by the shortest and direct route to the destination.

Accrued leave, if any, cannot be paid out in cash, unless prior written consent is obtained from the Employer.

D) ACCOMODATION: Free furnished accommodation according to the Employee's grade status will be provided in the country of assignment. The selection of such accommodation will be at the entire discretion of the Employer.

E) UTILITIES: All utility charges such as Water, Electricity Charges and Security at residence shall be reimbursed to the employee.

F) TELEPHONE: The Employer will endeavor to provide a Telephone at residence. The Employer will pay for all local telephone calls and official overseas calls. All overseas personal calls will be to the account of the Employee.

G) HARD/SOFT FURNISHING: The Employee will be provided normal hard and soft furnishing according to the grade. The budget for such furnishing shall be at the entire discretion of the Employer.

H) OTHERS: The employee will be reimbursed with the school fees of his/her children if studying in the Indian Language School in Nigeria.

6. OTHER TERMS AND CONDITIONS:

For the purpose of this Contract, the term **"family"** means the spouse and children below the age of 18 years living with and dependant on the employee in Nigeria.

During the period of employment with the Employer, the Employee shall be required (except during authorized holidays) to give the whole of his/her time and attention to the service of the Employer and should not (without the Employer's consent) engage or become interested in any other trade, business or occupation, except as shareholder or debenture holder in a Company.

The Employee will keep the secrets of the Company, its subsidiary companies and any company, firm or person with whom the company or any of its subsidiary companies may at any time during the continuance of the employment be in commercial or technical co-operation or association. Such undertaking binds the Employee expressly both during the period of employment by the Employer, and also at all times after its termination, not to divulge any such secrets or confidential knowledge acquired in consequence of the employment with the Employer to the detriment or prejudice of any of them.

During the tenure of this contract, the employee shall divulge to the Management all information, pertaining to business interests and/or to personnel employed by any of the Group companies that he/she may come to know or possess from any source, which could affect/benefit the company or the Group.

The Employee will not (except in the normal course of the business of the Employer) publish any literature, deliver any lecture or make any communication to the press relating to Employer's products or any matter with which the Company may be concerned, unless he/she has previously applied to and obtained permission from the Employer.

Any Employee wishing to raise a question on any matter affecting his own employment should, in the first instance discuss it with the person to whom he/she is immediately responsible, if not satisfied with the person to whom his/her superior is responsible. If not satisfied with the outcome of this decision, he/she may raise the matter with higher levels of the Management.

The parties to the Contract signify their acceptance of the above terms and conditions on the 24th day of November, 2015, by annexing their signatures as below.

For **TOLARAM GROUP**

Authorized Signatory

Mr. Saiyid Zeeshan Abbas Rizvi

Employee

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Compensation-Regd

Udayan Dasgupta <udayan.dasgupta@tolaram.com> Wed, Nov 25, 2015 at 2:23 PM
To: M S Prasad <msprasad@ibsindia.org>

Component	Amount in USD
Net Overseas Salary (after Tax) (A)	18,000
Net Local Salary @ N 125,000 p.m. (After Tax) (B)	7,500
Bonus (Variable Average: 6 months Min: 3 months) (C)[1]	9,000
Housing & Utilities (D)	10,000
Transportation i.e. Shared Car with driver (E)	10,000
Medical Insurance	1,000
Annual Airfare to Home Town in India	1,200
Visa Expense	1,000
Tax (25% of A+B+C+D+E)	13,625
Total CTC	**71,325**

Regards,

Udayan

1 USD = INR 66.40.

71325 x Rs.66.4

= Rs.47.42 lacs.

From: M S Prasad [mailto:msprasad@ibsindia.org]
Sent: Wednesday, November 25, 2015 9:49 AM
To: Udayan Dasgupta
Subject: Fwd: Compensation-Regd

[Quoted text hidden]

Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Neel Shah,** India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall apply:

1. TITLE AND DESIGNATION

The Employee's designation for this assignment shall be **Sales Executive**, with Multipro Consumer products Ltd. Lagos, Nigeria.

2. SALARY

The Employee's monthly remuneration in Nigeria will be Naira 125,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

3. LOCATION

The Employee will be located at Lagos in Nigeria initially subject to re-location to any of the branch offices or to any of the Group companies in Nigeria.

4. TERM OF THE EMPLOYMENT

The employment shall be for a period of 24 (Twenty Four) months from the date of commencement of the employment.

5. COMMENCEMENT OF THE EMPLOYMENT

The employment will commence from the day you report for duty at Lagos, Nigeria.

6. OTHER TERMS AND CONDITIONS

Other terms and conditions of the Employment are as per the attached.

The parties to this Contract of Employment set their signatures on 24th day of November 2015, as below to signify the acceptance of terms and conditions contained as above and the attached annexere.

For **Tolaram Group** **Mr. Neel Shah**

Authorized signatory **EMPLOYEE**

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

1. DURATION OF THE CONTRACT OF EMPLOYMENT

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- is guilty of embezzlement, acceptance of pecuniary gratification and dishonesty
- is guilty of drunkenness at work, drug abuse, gambling, willful disobedience or other misconduct prejudicial to the interest of the Group
- divulges the Group's secrets
- is abnormally absent or unauthorized absence without permission
- becomes bankrupt
- is convicted of any criminal or civil offence

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Accrued leave, if any, cannot be paid out in cash, unless prior written consent is obtained from the Employer.

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The Employee will keep the secrets of the Company, its subsidiary companies and any company, firm or person with whom the company or any of its subsidiary companies may at any time during the continuance of the employment be in commercial or technical co-operation or association. Such undertaking binds the Employee expressly both during the period of employment by the Employer, and also at all times after its termination, not to divulge any such secrets or confidential knowledge acquired in consequence of the employment with the Employer to the detriment or prejudice of any of them.

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The parties to the Contract signify their acceptance of the above terms and conditions on the 24th day of November, 2015, by annexing their signatures as below.

For **TOLARAM GROUP**

Authorized Signatory

Mr. Neel Shah

Employee

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Compensation-Regd

Udayan Dasgupta <udayan.dasgupta@tolaram.com> Wed, Nov 25, 2015 at 2:23 PM
To: M S Prasad <msprasad@ibsindia.org>

Component	Amount in USD
Net Overseas Salary (after Tax) (A)	18,000
Net Local Salary @ N 125,000 p.m. (After Tax) (B)	7,500
Bonus (Variable Average: 6 months Min: 3 months) (C)[1]	9,000
Housing & Utilities (D)	10,000
Transportation i.e. Shared Car with driver (E)	10,000
Medical Insurance	1,000
Annual Airfare to Home Town in India	1,200
Visa Expense	1,000
Tax (25% of A+B+C+D+E)	13,625
Total CTC	**71,325**

Regards,

Udayan

1 USD = INR 66.40.

71325 x Rs.66.4

= Rs.47.42 lacs.

From: M S Prasad [mailto:msprasad@ibsindia.org]
Sent: Wednesday, November 25, 2015 9:49 AM
To: Udayan Dasgupta
Subject: Fwd: Compensation-Regd

[Quoted text hidden]

Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Kaushik Pal,** Tushar Sur lane, R.N.T Road, Sodpur, Kolkata 700110, India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall apply:

1. TITLE AND DESIGNATION

The Employee's designation for this assignment shall be **Sales Executive**, with Multipro Consumer products Ltd. Lagos, Nigeria.

2. SALARY

The Employee's monthly remuneration in Nigeria will be Naira 125,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

3. LOCATION

The Employee will be located at Lagos in Nigeria initially subject to re-location to any of the branch offices or to any of the Group companies in Nigeria.

4. TERM OF THE EMPLOYMENT

The employment shall be for a period of 24 (Twenty Four) months from the date of commencement of the employment.

5. COMMENCEMENT OF THE EMPLOYMENT

The employment will commence from the day you report for duty at Lagos, Nigeria.

6. OTHER TERMS AND CONDITIONS

Other terms and conditions of the Employment are as per the attached.

The parties to this Contract of Employment set their signatures on 24th day of November 2015, as below to signify the acceptance of terms and conditions contained as above and the attached annexere.

For **Tolaram Group** **Mr. Kaushik Pal**

Authorized signatory **EMPLOYEE**

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

1. **DURATION OF THE CONTRACT OF EMPLOYMENT**

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- divulges the Group's secrets
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For **TOLARAM GROUP**

Authorized Signatory

Mr. Kaushik Pal

Employee

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Compensation-Regd

Udayan Dasgupta <udayan.dasgupta@tolaram.com> Wed, Nov 25, 2015 at 2:23 PM
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Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Karthik Jairami,** C/902, Seawoods Garden, Sector-17, Plot No.4&6, Sanpada, Navi Mumbai 400705 India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall apply:

1. TITLE AND DESIGNATION

The Employee's designation for this assignment shall be **Sales Executive**, with Multipro Consumer products Ltd. Lagos, Nigeria.

2. SALARY

The Employee's monthly remuneration in Nigeria will be Naira 125,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

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For **Tolaram Group** **Mr. Karthik Jairam**

Authorized signatory **EMPLOYEE**

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

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H) OTHERS: The employee will be reimbursed with the school fees of his/her children if studying in the Indian Language School in Nigeria.

6. OTHER TERMS AND CONDITIONS:

For the purpose of this Contract, the term **"family"** means the spouse and children below the age of 18 years living with and dependant on the employee in Nigeria.

During the period of employment with the Employer, the Employee shall be required (except during authorized holidays) to give the whole of his/her time and attention to the service of the Employer and should not (without the Employer's consent) engage or become interested in any other trade, business or occupation, except as shareholder or debenture holder in a Company.

The Employee will keep the secrets of the Company, its subsidiary companies and any company, firm or person with whom the company or any of its subsidiary companies may at any time during the continuance of the employment be in commercial or technical co-operation or association. Such undertaking binds the Employee expressly both during the period of employment by the Employer, and also at all times after its termination, not to divulge any such secrets or confidential knowledge acquired in consequence of the employment with the Employer to the detriment or prejudice of any of them.

During the tenure of this contract, the employee shall divulge to the Management all information, pertaining to business interests and/or to personnel employed by any of the Group companies that he/she may come to know or possess from any source, which could affect/benefit the company or the Group.

The Employee will not (except in the normal course of the business of the Employer) publish any literature, deliver any lecture or make any communication to the press relating to Employer's products or any matter with which the Company may be concerned, unless he/she has previously applied to and obtained permission from the Employer.

Any Employee wishing to raise a question on any matter affecting his own employment should, in the first instance discuss it with the person to whom he/she is immediately responsible, if not satisfied with the person to whom his/her superior is responsible. If not satisfied with the outcome of this decision, he/she may raise the matter with higher levels of the Management.

The parties to the Contract signify their acceptance of the above terms and conditions on the 24th day of November, 2015, by annexing their signatures as below.

For **TOLARAM GROUP**

Authorized Signatory

Mr. Karthik Jairam

Employee

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Compensation-Regd

Udayan Dasgupta <udayan.dasgupta@tolaram.com> Wed, Nov 25, 2015 at 2:23 PM
To: M S Prasad <msprasad@ibsindia.org>

Component	Amount in USD
Net Overseas Salary (after Tax) (A)	18,000
Net Local Salary @ N 125,000 p.m. (After Tax) (B)	7,500
Bonus (Variable Average: 6 months Min: 3 months) (C)[1]	9,000
Housing & Utilities (D)	10,000
Transportation i.e. Shared Car with driver (E)	10,000
Medical Insurance	1,000
Annual Airfare to Home Town in India	1,200
Visa Expense	1,000
Tax (25% of A+B+C+D+E)	13,625
Total CTC	**71,325**

Regards,

Udayan

1 USD = INR 66.40.

71325 x Rs.66.4

= Rs.47.42 lacs.

From: M S Prasad [mailto:msprasad@ibsindia.org]
Sent: Wednesday, November 25, 2015 9:49 AM
To: Udayan Dasgupta
Subject: Fwd: Compensation-Regd

[Quoted text hidden]

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear VISHAL SONETA

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Vishal Soneja

Date: 5th October 2015

Signature: Soneja

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

GC. 828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Vishal Saneja
Date: 5th October 2015
Signature: Saneja

Verity Knowledge Solutions Pvt. Ltd
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear SHRIKANT H. LAKHANI

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Shrikant Lakhani

Date: 5/10/2015

Signature:

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

CTC. 828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Shailkant Lakhani

Date: 5/10/2015

Signature:

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear SAURABH SUMAN

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Saurabh Suman

Date: 5th October 2015

Signature: Saurabh Suman

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**
Gratuity	13524
GC	8,28,524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Saurabh Suman

Date: 5th October 2015

Signature: Saurabh Suman

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear RAMADHYANI DINAKARAN

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: RAMADHYANI . D

Date: 05/10/2015

Signature: D

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13,524

CTC. 8,28,524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: RAMADHYANI.D

Date: 05/10/2015

Signature: R. Dhyani.D

Verity Knowledge Solutions Pvt. Ltd
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear RAJAT SHUKLA

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Rajat Shukla

Date: 5/10/2015

Signature:

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name:

Date:

Signature:

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear RADHIKA TYAGI

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Radhika
Date: 5th/Oct/2015
Signature: Radhika

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

CTC. 828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Radhika

Date: 24 Oct 2015

Signature: Radhika

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear PAVAN KUMAR TARA P

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: P. Tara Paran Kumar

Date: 05/10/15

Signature: Tara Paran

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13584

CTC 8,28,524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: P. Tara Pavan Kumar

Date: 05/10/2015

Signature: Tara Pavan

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear NIKUNJ JAJODIA

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: NIKUNJ JAJODIA

Date: October 5, 2015

Signature: Nikunj Jajodia

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

CTC. 828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: NIKUNJ JAJODIA

Date: October 5, 2015

Signature: Nikunj Jajodia

Verity Knowledge Solutions Pvt. Ltd
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear SAI AISHWARYA . K

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Kolisetty Sai Aishwarya.

Date: 05/10/2015

Signature:

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

CTC. 8,28524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Kolisetty Sai Aishwarya.

Date: 05/10/2015

Signature:

Verity Knowledge Solutions Pvt. Ltd
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear MOHIT KUMAR JAIN

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
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The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
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Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

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You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

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Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

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You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Mohit Kumar Jain

Date: 5/10/15

Signature: Jain

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**
Gratuity	13524
	828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Mohit Kumar Jain

Date: 5/10/15

Signature: M Jain

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear ANUSHKA NAG

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**
Gratuity	13524
	828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Verity Knowledge Solutions Pvt. Ltd. Regd. No. 61687 Hyderabad

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: ANUSHKA NAG

Date: 5/10/2015

Signature: Anushka Nag.

Verity Knowledge Solutions Pvt. Ltd.
Office Floor 1, Building # 14
Raheja Mind space, Hitech City, Madhapur
Hyderabad – 500081

Tel: +91-40- 44608700;
Fax: +91-40- 44608799
Website: www.verity.co.in
Email: hr@verity.co.in

Verity Knowledge Solutions Pvt. Ltd.

PRIVATE & CONFIDENTIAL

3rd October, 2015

Dear AMIT M MODY

Following our recent discussions, we are pleased to offer you employment with Verity Knowledge Solutions Private Limited ("Verity" or the "Company") under the following terms and conditions, subject to receipt of satisfactory responses to our reference enquiries and your pre-employment health screening.

The nature of the Company's business demands that you are flexible with your approach to work to serve the best interests of our clients. Accordingly, you will be expected to undertake such other duties that may reasonably be allocated to you to take into account the changing needs of the Company's business and your role within it. In this letter, the term "Verity" means any branch, subsidiary or affiliate of the Company.

1 Title & Reporting

Your title will be **Associate** in **IBD Department,** and you will report to the Manager of the business or such other executive as may be nominated from time to time.

2 Place of Work

You will be based at the Company's offices in Hyderabad. You may be required to work elsewhere within Verity if so required. If Verity should ask you to transfer to another country, India would be regarded as your home location and any such transfer would be subject to your agreement.

3 Date of Commencement

Contingent upon our receipt of satisfactory responses to our reference enquiries and your pre-employment screening, your employment will commence on or an alternate date mutually agreed by you and the Company.

4 Notice Period

For the purpose of this Clause and for all other policies of Verity, you shall be deemed to be at Level 4. Resignation is a voluntary separation initiated by the employee. All employees are required to give notice in writing in accordance with their offer letter/employment contract.

Resignation by Employee:

- Level 1 to 4 employees, a 1 month working notice period will be required to be served by the employee, in the event the employee wants to terminate his employment/resign from the Company.
- Level 5 to 8 employees, 2 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.
- Level 9 and above employees, 3 months working notice period will be required to be served to enable smooth transition, in the event the employee wants to terminate his/her employment/resign from the Company.

The employee should ensure effective knowledge transfer during this period. This will be classified as a "Mandatory period of notice" and shall be decided by his Line Manager based on timelines required for the effective operations of the Company. His date of relieving shall therefore be mutually decided by him and his Line Manager based on business requirements. The said date of release shall not be unreasonably withheld provided the Employee is able to handover charge satisfactorily within the stipulated notice period. At the sole discretion of management, one month of the notice period may be bought out at the rate of gross pay for that period.
If an employee fails to serve the contractual notice, he/she shall be liable to pay the Company a compensation equal to the employee's gross salary for the period of notice required to be served by him/her. The payment of such compensation may be waived by the Head of the Business or Head of HR. For this purpose, a notice given by an employee shall be deemed to be proper only if he/she remains in duty during the period of notice. In the event any legal, regulatory, audit enquiry or suspension is pending against an Employee, the Company may not accept his resignation, pending such inquiry.

Termination by Verity:

During the first six months of the employee's employment, Verity may terminate the services of a:
- Level 1 to 4 employee, by giving 15 days notice or 15 days gross pay in lieu thereof
- Level 5 and above employee, by giving one month's notice or one month's gross pay in lieu thereof

Post the completion of the initial six months of an employee's employment as aforementioned, Verity may terminate the services of:
- Level 1 to 4 employee, by giving 1 month notice or 1 month gross pay in lieu thereof
- Level 5 to 8 employee, by giving two month's notice or two month's gross pay in lieu thereof
- Level 9 and above employee, by giving three month's notice or three month's gross pay in lieu thereof

Notwithstanding anything contained herein to the contrary; Verity shall have the right to terminate an employee employed prior to the announcement of his/her graduation/post-graduation examination results, if, he/she fails to qualify/attain the required pass percentage in such graduation/post-graduation examination. For the avoidance of doubt, such termination shall be without notice and with immediate effect.

Verity may refuse to accept the resignation of an employee on the following grounds:

1. If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
2. If the employee is under an obligation to serve Verity for a specified period which has not yet expired;
3. The employee owes Verity any sums of money; or
4. for any other sufficient grounds to be recorded in writing and communicated to the employee.

5 Liquidated Damages

For candidates whose notice period is bought out by Verity

In the event of:

a) Yourself leaving, abandoning or resigning from the services of the Company

Or

b) Your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever, during a period of 12 (Twelve) months from the date of joining, you will be liable to pay back to the Company all the additional Expenses incurred by the Company on you including additional liquidated damages of Rs._____/- (Rupees ___ Only) which represents a genuine and conservative estimate of damages that would reasonably be caused to the business of the Company on account of your leaving the services of the Company.

6 Duties and Hours of Work

The nature and demands of the off shoring industry are such that our clients and the market in which we operate determine employee working hours/shifts. There will be specific guidelines for individual functions/processes within the framework of the prevailing labour legislation. It is a condition of employment that an employee will work shifts if this is required. The minimum working hours for an employee per work week is 45 hours or depending on the business requirements.

7 Total Employment Cost

Your total employment cost is **Rs 8,15,000/-** per annum. (Attached annexure gives the break-up.) It is the policy of the Company that total employment cost is reviewed bi-annually.

8 Compliance Induction

To provide you with a better understanding of the Company's compliance policy, you will be invited to attend a Compliance Induction Training Session shortly after the commencement of your Employment.

9 Discretionary Performance Incentive Scheme

You will be eligible to participate in Verity's Performance Incentive Scheme as per the terms and conditions of the relevant Policy and/or separate Agreement. No payment of any incentive will be made if you are not in employment with the Company at the date of payment or if either you have resigned or the Company has served notice of termination on or before that date.

10 Tax Payment

As to any remuneration provided to you by the Company, the Company will withhold any and all taxes and imposts required by law. You will be solely responsible for any applicable taxes and imposts as required by law.

11 Benefits

You are eligible for the benefits granted by the Company to its employee in India in accordance with the terms and conditions as set out in the Employee Handbook (as amended from time to time).

12 Holidays

You shall be entitled to holidays and sick leave in accordance with the Leave Policy of the Company as provided in the Employee Handbook.

13 External Employment, Appointments and Outside Interests

You will not be permitted to undertake business activities or other work where it is considered to be incompatible with the Company's interests. Although the Company has no desire to restrict your external activities unreasonably, it must protect its own interests and those of all its employees.

If you wish to take up part-time employment with another employer or pursue outside business interests

whilst still remaining in the Company's employment, you must request permission in writing (giving full details) from the Line Manager or Human Resources Department. The request will be investigated and, following a discussion with you, your Line Manager and Compliance, you will be informed of the Company's decision in writing. In the event that permission is refused, the decision of the Company will be final.

The Company operates an approval procedure for any external appointment or outside interests. The Line Manager or Human Resources Department must be informed, in the first instance, if you require any such approval.

14 Employment and Personal Information

From time to time throughout the course of your employment with the Company (which includes all its subsidiaries in India), or its authorised agent/s, the Company may request from you the voluntary provision of data/information relating to you for the purposes of the Company's administration and management of its employees and its businesses and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside Verity, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, reference checks by the Company or any other person, avoidance of existing or potential conflicts of interests, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the Company.

You are aware that if you choose not to provide the aforesaid data/information to the Company, or its authorised agent, you may be denied benefits, promotions, transfers and/or employment or continued employment as a result of your decision.

You further agree, consent to and authorize the Company to hold, process, disclose or transfer, in or outside of India, any data/information held by Verity relating to you to any member of Verity, any internal or external consultants, professional or other advisers of Verity, any compensation or benefits or any other third party service providers or agents, providing services for or at the request of Verity, any regulatory or governmental authorities or authorized bodies having jurisdiction over Verity, any persons or bodies where the Company is required to do so by law or where the interests of Verity or public interest require disclosure, any actual or proposed assignee or successor of any part of Verity, or any person with your express or implied consent and any other person to achieve the aforementioned purposes.

15 Non-solicitation of Customers/Staff

During the twelve months following termination of your employment with the Company, you shall not, directly or indirectly, either on your own account or in conjunction with any person or legal entity, recruit, solicit, induce, interfere with, or attempt to recruit, solicit, induce or endeavour to entice away from the Company:

a) any person, firm or company for whom or which the Company (including its subsidiaries) either performed or actively solicited work or business during the period of 12 months prior to the date of the termination of your employment with the Company and with whom or which you have had dealings during the course of your employment,

Or

b) Any person who is employed by the Company at the time of termination of your employment and with whom you have had contact or supervised during the course of your employment.
You agree to indemnify the Company for any damages incurred or suffered as a result of your breach thereof.

16 Confidentiality, Intellectual Property and Inventions

The operations of the Company involve almost all employees having knowledge of or access to the Company's commercially sensitive or secret information. You must always maintain highest degree of

secrecy and keep confidential the records, documents and any such information relating to the business of the Company, which may be known to you or confided in you by any means in course of your employment with the Company. It is the responsibility and obligation of all employees to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect the Company's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise the Company's reputation and business.

In addition to and without altering the legal obligations you already have to keep information confidential, you undertake (except for the purpose of properly performing your duties for the Company or unless required to do so by law or any regulatory or investigative authority or unless authorised to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise, not to disclose or communicate any information that is confidential or belongs to the Company.

You should assume that all information that is made available to you in the course of your employment with the Company that is not already obviously in public knowledge is confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family and friends. If you use information in this way you may be subject to criminal penalties and you are likely to be barred from further employment in the securities or futures industry.

Before the end of your employment with the Company you must return to the Company all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items that are the Company's property and in your possession or under your control, should also are returned at this time.

All intellectual property developed or created by you or with your assistance during your employment with the Company or at any time thereafter, unless otherwise agreed by the Parties, in the context of the business of Verity or related activities are the property of Verity and such rights or interest in any such property or information, if any, that you may have are prescribed by the law.

You agree that you will at the request and expense of the Company:

- give and supply all such information and assistance that may be reasonably necessary to enable the Company to use this intellectual property to its best advantage and
- Execute all documents that may be necessary or desirable for obtaining patent or any other Intellectual Property Rights, or other appropriate protection for this intellectual property in such parts of the world as may be specified by the Company.

You should be aware that you may not for any purpose whatsoever use any such intellectual property in any way other than in the direct interest of the Company unless you obtain proper written permission from the Company.

In this letter "intellectual property" includes but is not limited to patents, patent applications, trade names, trademarks, service marks, copyright, design rights, inventions, improvements to procedures, innovations, trade secrets, writings and other confidential information. Any breach of the responsibilities and obligation set out in this letter may constitute misconduct and may result in summary dismissal.

17 Laws to be applied

The terms of this employment contract are exclusively based on and subject to Indian laws. Any legal disputes arising from this employment contract will be settled in conformity with Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad/Secunderabad/Rangareddy.

18 Company Regulations

You shall faithfully perform the duties assigned to you by the Company and shall fully comply with all the Company's rules, regulations and such other practices, systems, procedures which shall be communicated to you and which may be framed, amended, modified or omitted by the Company from time to time.

You will also be governed by the statutory laws enacted by the Central or State Government or local authorities, as may be applicable to you from time to time.

19 Severability

If any term or provision in this contract shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this letter but the validity
And enforceability of the remainder of this contract shall not be affected.

The Company's Employee Handbook forms an integral part of the terms and conditions of this contract. You hereby acknowledge that the contents of the Employee Handbook are subject to any future changes at the discretion of the Company.

By signing this letter, you confirm that you have no criminal convictions and are not the subject of any investigation that may lead to a criminal conviction in India or elsewhere (other than for summary motoring offences). Furthermore, you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere. Any failure to disclose such matters may give rise to grounds for instant dismissal.

We look forward to welcoming you to Verity and wish you a successful career with the Company.

Yours sincerely,
For Verity Knowledge Solutions Private Limited,

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Amit M Mody

Date: 5/10/2015

Signature:

Annexure: Total Employment Cost

Details	Figures in INR
Basic	2,80,000
House Rent Allowances	1,12,000
Conveyance	19,200
Special Allowance	2,67,200
Provident Fund	21,600
Fixed Salary	**7,00,000**
Additional Benefits	**1,15,000**
Performance Incentive	-
CTC	**8,15,000**

Gratuity 13524

Gc. 828524

1. Gratuity:
You will be entitled for gratuity as per the Gratuity Act.

2. Subsidized meals & Transportation Facility:
You will be eligible for subsidized meals and transportation facility as per the Company policy.

3. Insurance Benefits:
You will be eligible for medical Insurance and Life Insurance cover as per the Company policy.

For Verity Knowledge Solutions Private Limited

Sirisha Dasari
Chief Operating Officer

Received and accepted

Name: Amit . M Mody

Date: 5/10/2015

Signature: Ammody

Gmail

Mohd Naseem <nassy1989@gmail.com>

Offer - WeP Solutions Ltd

3 messages

Shilpa Suresh - Corporate - HR <SHILPA.SURESH@wepindia.com> Sun, May 22, 2016 at 9:17 AM
To: "nassy1989@gmail.com" <nassy1989@gmail.com>
Cc: Parthiswari KS - Bangalore - MPS - HR <Parthiswari.ks@wepsol.in>

Dear Naseem,

Welcome to WeP Solutions Ltd.

With reference to your application and subsequent test and interview, we are pleased to inform you that you have been selected in the company on the following terms and conditions.

We are glad to have you with us and look forward to a long and mutually rewarding association.

Date of Appointment

We have pleasure in appointing you at ***WeP Solutions Ltd*** as ***Management Trainee***. Your date of appointment will be communicated to you in the month of June

After successful completion of training period, your will be given an Appointment Letter. Details of your joining will be communicated shortly via mail.

Probation Period

You will be on **probation for a period of six months** from the date of joining. The company reserves the right to extend the probation for a **further period of six months**. At the end of the probation period, subject to your satisfactory performance, your services will be confirmed in writing. During probation, your employment may be terminated by either party with 30 days' notice in writing or payment of 30 days salary in lieu of notice.

Received & Accepted by Mohd Naseem 23/05/16

Salary during Training Period

During the training period, you will be entitled to fixed stipend of **Rs 15,000/-** per month.

Appointment after successful completion of Probation or Training Period (in case found suitable)

After the successful completion of training period and being found medically fit, if you are found suitable by

the company, you will be confirmed in your appointment on a salary (CTC) of **Rs 4,50,000/- PA**.

If you for any reason whatsoever decide to exit from the company **before one year starting from the date of your appointment** the training cost will be recovered from you. If you are not found suitable for the post, your appointment might get terminated at the discretion of the company and in case of such termination you will have no right or claim against the company.

In accordance to acceptance of the offer letter you agree to the below term and condition.

1. The location of posting can be anywhere across India.

2. The Job Profile can be anything as per company requirement.

3. You can be placed in any subsidiary of WeP Solutions Ltd.

4. During the Training period you wouldn't be allowed to take leaves, however under special cases leave will be granted after discussion.

5. Periodic tests would be conducted and you are required to pass each test with minimum 70%, failing which candidate will not be inducted in WeP.

On the date of your joining, you may please bring along the following:
1. Proof of age
2. Copies of Educational Certificates (Till date)

3. Copies of professional Certificates (if any)

4. Relieving certificate from the previous employer (if any)
5. Ten passport size photographs

6. **PAN Card,** Voters ID, Passport (If not applied, please get it done before joining for opening the Salary Bank Account)

7. Aadhar card (If not aplied, please apply immediately and get it before joining. aadhar no is mandatory for joining)

This offer will become invalid should you fail in the final examination of your current stream of studies. Upon production of your final year's Marks Card, and a certificate evidencing the same, you will be separately intimated the date by which you have to report for duty.

As a mark of your acceptance, please sign copy of this offer letter / Revert to the mail within 7 days of receipt of the offer letter.

WeP does not recruit smokers and hence you need to commit not to smoke during your tenure with WeP.

We wish you the very best in your career with us.

Received & Accepted by Mohd Naveen.
23/05/16

Regards,

Shilpa Suresh

Corporate HR

WeP Solutions Ltd. #40/1A, Basappa Complex, Lavelle Road, Bangalore - 560 001

Ph: 9972399337

Landline: 080-6611 2224

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

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Mohd Naseem <nassy1989@gmail.com> Mon, May 23, 2016 at 3:24 AM
To: Shilpa Suresh - Corporate - HR <SHILPA.SURESH@wepindia.com>
Cc: Parthiswari KS - Bangalore - MPS - HR <Parthiswari.ks@wepsol.in>

Dear Shilpa,

Thank you so much for the offer.

Happy to get the privilege of working with **WeP Solutions Ltd.**

WeP Solutions Ltd is a growing organization with strong hold on value system. **WeP** has a huge national network and brand value and is known to keep the employees happy and satisfied. I am so willing to have my career in this organization and, **I am passionate about the job profile offered and ready to get on-board soon.**

The offered CTC is INR 4.5 Lakh. Is their any possibility for negotiation, if so, I am expecting same compensation during 6 month probation as of CTC.

I will be thankful, if you could consider my request.

Received & Accepted
by Mohd Naseem.
23/05/16

Thanks and Best Regards,

Mohd Naseem

Email: , nassy1989@gmail.com,

Mobile: 8125203534 / 9310193175
[Quoted text hidden]

Shilpa Suresh - Corporate - HR <SHILPA.SURESH@wepindia.com> Mon, May 23, 2016 at 8:19 AM
To: Mohd Naseem <nassy1989@gmail.com>
Cc: Parthiswari KS - Bangalore - MPS - HR <Parthiswari.ks@wepsol.in>

Hi Mohamed,

You will be paid stipend only during the first two months of training. Post, the two months of training, omce you come on board (even if you are in probation period), the mentioned CTC of 4.5 lakh will be

applicable.

Regards,

Shilpa Suresh

Corporate HR

WeP Solutions Ltd

shilpa.suresh@wepindia.com

Ph: 9972399337

Received & Accepted by Mohd Naveem.

23/05/16.

From: Mohd Naseem [mailto:nassy1989@gmail.com]
Sent: 23 May 2016 03:24
To: Shilpa Suresh - Corporate - HR
Cc: Parthiswari KS - Bangalore - MPS - HR
Subject: Re: Offer - WeP Solutions Ltd

[Quoted text hidden]
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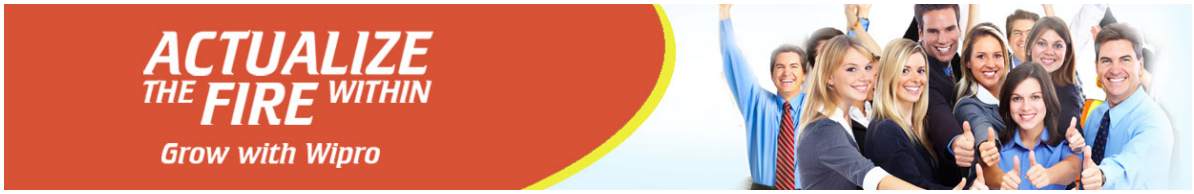

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Vivek**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Vivek Bharadhwaj Parasaram
Plot-159, Phase-1, Saket colony,
Kapra, ECIL post,,
Hyderabad, Andhra Pradesh - 500062,
India.

Dear **Vivek,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Pune**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**

You will be eligible to receive the following:

a. Basic salary of **Rs. 18,958.00** per month.
b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
c. Additional Allowance of **Rs. 2,500.00** per month.
d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

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

5. **CONFLICT OF INTEREST**

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

6. **CONFIDENTIALITY**

a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**

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

9. **GENERAL**

a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

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

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Vivek Bharadhwaj Parasaram**	Location:	**Pune**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

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

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

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

Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

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

1. **Leave Travel Allowance:**

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

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

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

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

5. **New Pension System:**

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

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

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

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

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

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

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

Name:

Date:

Signature:

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

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

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

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

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

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

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

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

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
   In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
   Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to

accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Vivek Bharadhwaj Parasaram**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

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

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530278 Date: 09-May-2016

Dear **Vivek Bharadhwaj Parasaram**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Parasaram, Vivek
Offer electronically accepted on: May 9, 2016 5:19 PM
Offer electronically accepted from: 202.53.85.2

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

© Wipro IT Business 2014

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Jyotika**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are deli
that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policie
practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive worksh
introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:

Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accom
your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life
day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Jyotika Singh
61-Maitri Bagh,,
Dayal Bagh,
Agra, Uttar Pradesh - 282005,
India.

Dear **Jyotika,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any

capacity as the management shall from time to time determine. Please note that the employment terms contained in this are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless othe communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion probation period, your appointment shall be confirmed and communicated to you in writing if the Company find to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation peri deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other loc department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 You may be required to operate from any of these locations and in any of the shifts, including night shift, as m decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements a down by the university/institution for award of the degree/diploma and the requirements, including aggre specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 20,417.00** per month.
   b. Variable pay of **Rs. 2,917.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 3,653.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimat you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective perform and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
   b. Perquisites, if any, as applicable to your category of employees and/or based on functional requiremen determined by Wipro.
   c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your catego employees.
   d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from of joining.

e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurar Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pe plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of your ability perfor responsibilities and ensure results. There may be times when you will be expected to work extra hours to achiev above when the job so requires. In this connection, you are required not to engage in activities that have or will an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses a the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply wit policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employ with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to co with the same. These policies are updated/modified on a periodic basis and new policies may be introduce notified to employees from time to time whereupon you will be required to comply with the same.
   d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, o resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the r of your Business Unit Head.

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

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be made ava

to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure tha maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Compan secret and confidential and do not use or disclose any such Confidential Information except as may be required obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure o your employment and also after cessation of your employment with Wipro (irrespective of the circumstances the reasons for, cessation).

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

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception or creation, you disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, improvements (including without limitation legal documents, training materials, computer software and assoc materials) developed or conceived by you solely or jointly with others (whether or not during business hours) tha related to the company's business or that results from work that you perform for the company or using the comp equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**

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

9. **GENERAL**

a. We trust that you have not provided us with any false declaration or willfully suppressed any material informati you have, you will be liable to be removed from service without any prior notice. Please note that you are requir inform us if there are any agreements, oral or written, which you have entered into and which may relate to or your commitments under this Agreement.

b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisio this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the rema provisions of this Agreement shall continue in full force and effect.

c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipr you relating to the same subject matter.

d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providir services required under this agreement. In the event that you are not a citizen of the country of posting, you s

have a valid work permit to work in the country of posting.

e. During the period of employment you are required to comply with all Wipro policies. These policies updated/modified on a periodic basis and new policies may be introduced and notified to employees from tir time.

10. **NOTICE PERIOD**

This contract of employment is terminable, without reasons, by either party giving one month's prior written notice c probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to p recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may dee even prior to the expiry of the notice period. However, if the management desires the employee to continue employment during the notice period, the employee shall do so.

11. **ON SEPARATION**

On acceptance of separation notice, you will immediately give up to the company before you are relieved correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or not make or retain any copies of these items.

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

Best regards,

for Wipro Limited,

Santosh Karagada

Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Jyotika Singh**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **16 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 58,334.00**

Components	Figures (in INR per month)
BASIC	20,417.00
HOUSE RENT ALLOWANCE	10,209.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,004.00
ADDITIONAL ALLOWANCE	3,653.00
PROVIDENT FUND	2,450.00
GRATUITY	1,084.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,917.00
TARGET COST TO COMPANY (TCTC)	58,334.00
TCTC (PER ANNUM)	700,008.00

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

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a part period.

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

Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

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

1. **Leave Travel Allowance:**

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

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

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ m hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP a prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be el under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption unde WBP.

4. **Education Allowance:**

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

5. **New Pension System:**

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

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

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

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid co between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers a other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has bus dealings with the company, where there is an opportunity for preferential treatment to be given or received, except w such an interest comprises securities in widely held corporations which are quoted and sold on open market or the int is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equip from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contr

supplier or customer, except with the knowledge and consent of top management.

3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another com or organization doing or seeking to do business with the company or an affiliate except with the knowledge and conse top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other inform concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of than nominal value from any individual or organization, doing or seeking to do business with the company.

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

Name:

Date:

Signature:

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

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. In trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession o Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosi procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain desig employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of dutie discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Compan when in possession of any UPSI.

c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage fr suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civi criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the emp will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Compar number of securities acquired or disposed of within two trading days of the transaction if the value of the securities tr whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess c lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Condu Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the exte Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflo month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on mak claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining fo financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spou children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expens you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An emp may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the p This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalizati nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this

not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it l additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are ava on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Ce Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amou payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when dece
Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, i unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, nu of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month wou as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

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

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per p can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 w liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by pla

your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choos scheme that suits your investment horizon and risk tolerance.

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

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannu scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation sc which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
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The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected b member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contrib to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 year).

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

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members wou eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of prov fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum as for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at wo outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident yo compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death d accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and h negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro whi accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies

Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part c thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for p under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Jyotika Singh**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the follo purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required i context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verificatio authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capab identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526480 Date: 09-May-2016

Dear **Jyotika Singh**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may ha e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would b email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Singh, Jyotika
Offer electronically accepted on: May 9, 2016 5:16 PM
Offer electronically accepted from: 14.98.91.196

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

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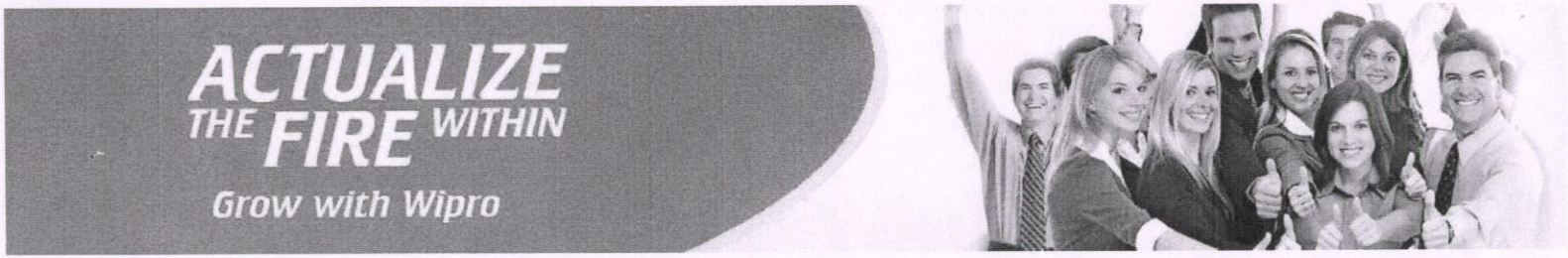

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Dheeraj**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst.**

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

Dheeraj Duggineni
Hno: 10-2-103,Mamillagudem,
Telangana,
Khammam, Andhra Pradesh - 507001,
India.

Dear **Dheeraj,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
    a. Your date of appointment is effective from the date of joining
    b. which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
    c. You will be on probation for a period of twelve (12) months from the date of
    d. your appointment. On completion of the probation period, your appointment shall be
    e. confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
    f. The retirement age is 58 years.
    g. You will be liable to be transferred in such capacity as Wipro may from time to time
    h. determine to any other location, department, function, establishment, or branch
    i. of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
    j. We provide support to our global customers from various locations in India to
    k. suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
    l. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
    You will be eligible to receive the following:

    a. Basic salary of **Rs. 20,417.00** per month.
    b. Variable pay of **Rs. 2,917.00**. The details of the current program are attached in the

        Annexure-II.

    c. Additional Allowance of **Rs. 3,653.00** per month.
    d. You will be entitled to other compensation and benefits in accordance with Wipro policy

e. as modified and intimated to you from time to time.
f. Your salary will be reviewed periodically as per Wipro policy.
g. Changes in your compensation are subject to the discretion of Wipro and

h. will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

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

5. **CONFLICT OF INTEREST**
a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
    a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
    b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
    In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

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

(6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

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

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name: **Dheeraj Duggineni** Location: **Bengaluru**
Position: **Business Analyst** Career Group: **GROUP B1**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **14 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 58,334.00**

Components	Figures (in INR per month)
BASIC	20,417.00
HOUSE RENT ALLOWANCE	10,209.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,004.00
ADDITIONAL ALLOWANCE	3,653.00
PROVIDENT FUND	2,450.00
GRATUITY	1,084.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,917.00
TARGET COST TO COMPANY (TCTC)	58,334.00
TCTC (PER ANNUM)	700,008.00

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

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular

period.

House Rental Allowance:

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

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

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

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

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

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

5. **New Pension System:**

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

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

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

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

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

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

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of

4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

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

Name: Dheeraj Duggineni

Date: 10/05/16

Signature: Dheeraj

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

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

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

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

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

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

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a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.

   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual

   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual

   * Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:

Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:

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

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:

Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.

*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

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

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

Voluntary Superannuation Scheme (VSS):

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

choose the scheme that suits your investment horizon and risk tolerance.

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

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

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

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**

In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**

Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Dheeraj Duggineni**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

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

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530294 Date: 09-May-2016

Dear **Dheeraj Duggineni**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

WNS
Extending Your Enterprise

www.wns.com

May 23, 2016

Aniruddha Agarwal
NA
NA
Delhi (UT)

Letter of Offer

AUSTRALIA
COSTA RICA
INDIA
THE PHILIPPINES
ROMANIA
SRI LANKA
UAE
UK
USA

Dear Aniruddha,

With reference to your application and the subsequent interview you had with us, we are pleased to inform you that you been selected as **Sr. Associate - Ops** in WNS Global Services Pvt. Ltd. , based at our **Gurgaon - Infinity** office. The key components of your offer is as detailed below.

Career band:	Your career band would be **Professional**.
Role band:	You would be placed in role band **A**.
Title:	The title that you would be using both internally and externally would be **Sr. Associate - Ops**.
Compensation:	Your Total Gross Pay will be **INR 390,012** (**Rupees Three lakhs ninety thousand twelve Only**) per annum which is inclusive of Fixed Pay and Variable Pay/ Performance Incentive. The detailed break-up of your compensation is given in the Annexure for your reference.
Joining Date:	You are expected to join us by **24 May 2016.**
Place of work:	Your initial place of work will be **Gurgaon - Infinity**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

1. **TERMS & CONDITIONS:**

   a) The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

   b) You will be required to sign a standard employment agreement on your date of joining.

   c) You shall be required to submit a set of certified true copies of the documents and information as set forth in Annexure 1 of this appointment letter.

For WNS Global Services Pvt. Ltd.

R.S

R Swaminathan
Chief People Officer

Accepted and Agreed

Candidate's Name & Signature

WNS Global Services Private Ltd.
Business Address: Plant No. 10, Gate No. 4, Godrej & Boyce Complex, Pirojshangar, LBS Marg, Vikhroli (West), Mumbai – 400 079, India. Tel +91 4095 2100 | Fax +91 22 2518 8307
CIN: U72200MH1996PTC100196

WNS

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d) The Company's business involves operating round the clock on all day. Therefore the work may involve shift working and availing staggered weekly offs. You are expected to attend the work as assigned to you by your superiors.

e) You will be on probation for six months from the date of joining; however probation may be extended by the Company at its sole discretion. During the probation period, the Company may terminate this contract at any time without cause upon not less than 90 (ninety) days prior written notice to you and/or compensation in lieu thereof. However, the Company may with "cause" immediately terminate this contract, if you are found to be in material breach of any of the terms of your employment and the Company Policy. You may voluntarily terminate your employment for any reason upon providing prior written notice to the Company, the period of which shall be 90 (ninety) days prior written notice. It is mandatory for you to serve the notice period and it is your responsibility to complete your handover during the notice period before resigning from the organization / Company. If you chose not to serve the notice period the Company reserves the right to recover compensation in lieu of notice period from you in addition to the compensation towards all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to losses and damages actually sustained by the Company. The forgoing term is a condition precedent to your acceptance of this offer letter.

f) Effect of inability to clear the proficiency / competency training / thresholds: You may be required to undergo voice & accent ,pre-process and process trainings as a prerequisite to your gainful engagement as may be prescribed under relevant competency / proficiency parameters. At the end of these trainings, a performance assessment will be conducted and the results will be declared as per the established norms depending on the type/nature of the training. The company invests significant amount of efforts and costs on such trainings and you will appreciate that in case one is not able meet the required norms during training or clear the afore-said assessment tests, the Company will not be able to engage your services productively. In such eventuality, the Company reserves right to terminate employment by providing two week's notice and or pay in lieu thereof.

g) Post confirmation, your services may be terminated by either party, giving notice in writing as mentioned in clause 1 (e) and non service of Notice Period shall result in the same consequences as enumerated in Clause 1 (e) hereinabove.

h) You will be entitled to twenty one working days leave per annum subject to prior approval by the Company. Carry-forward/ accumulation of leave will be governed as per the existing Company policy on the subject.

i) You will be provided necessary training / special education / on the job skill enhancement / interactive programs / up skilling programs/ guidance required to discharge your duties effectively at the cost, efforts and time of the Company. In consideration of such training or skill enhancement programs, you shall serve the Company for a minimum period of six months from the date of your joining, failing which, the Company reserves the right to recover the losses suffered for imparting such training or skill enhancement programs from you.

j) Deployment / Redeployment: The Company reserves the right to deploy / redeploy you in any of the available roles as may be deemed appropriate. Since different roles require different competency profiles, exact match can be a challenge at times, despite best intentions and efforts of the Company. In such eventuality, you are obligated to cooperate in the deployment / redeployment process by accepting role that is offered to you.

k) You will automatically retire from the services of the Company on attaining the age of 58 years.

For WNS Global Services Pvt. Ltd.

R. S

R Swaminathan
Chief People Officer

Accepted and Agreed

Candidate's Name & Signature

WNS
Extending Your Enterprise

l) Notice to terminate in electronic form such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement. Notice to terminate this contract has to be addressed in writing to the Company in the form and manner as may be prescribed in the Company Policy.

m) WNS reserves the right to terminate your employment with immediate effect on grounds of breach of policy including but not limited to Infosec / physical security, misconduct or where your performance has been found to be unsatisfactory.

2. OTHER CONDITIONS:

a) Medical fitness: Your appointment / employment is subject to you being medically fit for employment.

b) Reference Checks / Background and testimonials verification: Your appointment is also subject to a satisfactory reference / background check and testimonial verification. The Company shall, at its discretion conduct background / reference check and testimonial verification either before joining the company or within a reasonable and practicable time frame after joining. This offer and your continued employment is conditional upon the result of such checks. In case the results of the same checks are negative or unsatisfactory for any reason whatsoever, your offer / employment will be treated as null and void ab initio. In such eventuality, you may be immediately relieved from the employment without giving any notice and or pay in lieu thereof or any other remuneration (including incentives) for the period of engagement upto aforesaid date of relieving.

c) Effect of Substance Abuse: The Company at is sole discretion may conduct from time to time screening for substance abuse during the course of employment. If the results of such screening are found to be positive, employment is liable to be terminated without giving any notice or pay in lieu off.

d) All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies. It shall be your duty to peruse and understand all the terms and conditions enumerated in Company's Policy as well as the repercussions of the breach thereof and not being aware of the same shall not be a defense, which shall be either available to you or accepted by the Company.

Please sign the copy of this letter as a token of your acceptance. Please initial each page in acceptance of the terms and conditions set out herein

Yours faithfully,

For WNS Global Services Pvt. Ltd.

R. S

R Swaminathan
Chief People Officer

Accepted and Agreed

Candidate's Name & Signature

WNS

Extending Your Enterprise

Annexure 2

Name	: Aniruddha Agarwal
Title	: Sr. Associate - Ops
Role Band	: A
BU	: Banking & Financial Services

COMPENSATION COMPONENT	Ref	Amount (Rs.) Per Month	Amount (Rs.) Per Annum
Basic Salary		12,188	146,256
House Rent Allowance		6,094	73,128
City Compensatory Allowance		5,752	69,024
Sub Total – I	**A**	**24,034**	**288,408**
Company's contribution to Provident Fund (2)		1,800	21,600
Sub Total – II	**B**	**1,800**	**21,600**
Flexikitty Reimbursement (4)		1,250	15,000
Sub Total – III	**C**	**1,250**	**15,000**
Total Fixed Pay (A)	**D= A+B+C**	**27,084**	**325,008**
Bonus/ Incentive at Maximum Level (1)	(b)	5,417	65,004
Gross Pay at Minimum Level	**F=D**	**27,084**	**325,008**
Gross Pay at Maximum Level	**G=D+(b)-(a)**	**32,501**	**390,012**
BENEFITS			
Gratuity		As per Payment of Gratuity Act, 1972	

Note:

*Flexible Kitty guidelines are as under (if applicable) –

Flexible Kitty:	Max. Claimable
Leave Travel Assistance	Max. Rs. 15,000/- p.a.
Medical Reimbursement	Max. Rs. 15,000/- p.a.

1) Provident Fund Contribution:

a) If Basic Salary is less than or equal to 15000 INR, Company's contribution towards PF is taken at 12% of Basic Salary. Employee's contribution towards PF is at 12% of Basic Salary.

b) If Basic Salary is more than 15000 INR, employee can choose to contribute to PF at 12% of either Basic Salary or 15000 INR. Company's contribution towards PF is taken as per employee's selection. If employee chooses to contribute PF at 12% of Basic Salary then differential amount will be adjusted in City Compensatory Allowance.

2) The Company provides a discretionary Insurance benefit which includes coverage of

a) Mediclaim Insurance for –
Single Employee: This cover only insures the employee
Married Employee (Family Floater): This cover insures the employee, spouse & up to 2 dependent children.

b) Parents can also be covered individually or through a Floater at an annual premium as per the company policy. You would have to enroll and pay the sum separately through payroll.

c) Personal Accident Insurance for self.

*The company reserves the right to make appropriate changes to Insurance plan as and when necessary

3) Performance Incentive / Variable Pay payout will be paid in accordance with the Company policy.

For WNS Global Services Pvt. Ltd.

R Swaminathan
Chief People Officer

Accepted and Agreed

Candidate's Name & Signature

Date: 9th November 2015

Ms. Vivek Kumar
Designation: Management Trainee

SUB: Offer Letter

Dear Vivek,

We are pleased to make you an offer of employment with GenY Medium (A flagship division of ZMOT PRO Pvt. LTD) .This offer is based on the following terms and conditions:

1. You will be appointed to the position of **"Management Trainee".** Your duties and responsibilities will be congruent with the position description. From time to time, you can be asked to perform other duties as assigned by the Management of GenY Medium. Your employment will commence from **21-3-2016** at GenY Medium and you will be posted in **Hyderabad.**

2. Your Cost to Company will be **Rs. 5,00,000 (Rupees Five Lacs Only)** per annum for the initial period of six months from date of joining . After completion of six months from your date of joining, on the basis of your performance you would be promoted to the position of **"Account Manager"** and your revised Cost to Company will be **Rs 6,00,000 (Rupees Six Lacs Only)** per annum. Also, there would be a variable component of Rs 50,000 (Rupees Fifty Thousand only) worth of stocks (linked to performance)

The salary will be payable on a monthly basis to you post all statutory and income tax deductions, and would be processed post approval of Time sheet/Attendance record by "GenY Medium".

3. You confirm that you have disclosed fully to "GenY Medium" all of your business interests that are similar to or in conflict with the business or activities of the company. You agree to disclose fully to "GenY Medium" any such interests or circumstances, which may arise during your employment with the company.

4. While in the employment of "GenY Medium", you shall not be employed by any other company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority, or to be occupied in your own business without the prior written consent of "GenY Medium". On termination you shall not be employed with any of the company clients or take up job at any competitors for a period of 12 months from termination.

5. You shall be on probation for a period of three (3) months from the date of joining the Company. The same may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management. On completion of such time, based on performance, you would be considered confirmed.

6. You shall not under any circumstances either directly or indirectly receive or accept for your own benefit any commission, rebate, discount, gratuity or profit from any person, company, or firm having business transactions with "GenY Medium".

7. "GenY Medium" Shall have the right to terminate your employment without notice or payment of salary in lieu thereof, if:

a. You commit any breach of your duties and responsibilities under this contract.

b. You are guilty of any gross default or misconduct, which contravenes the express or implied conditions of your employment; and/or

c. You commit breach of any of the terms of Section 4 pertaining to confidentiality.

8. This contract shall be terminated by GenY Medium giving 30 days' notice or from the employee by giving 60 days' notice in writing or salary in lieu of notice, to the other party.

9. You are aware that during the course of employment with "GenY Medium", you will have access to confidential/ proprietary information about the company, its clients, its business transactions, and associated companies.

10. Prior to joining "GenY Medium", you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the Joining Date.

11. This letter is governed by and shall be construed in accordance with the laws of India, and both parties to this letter shall submit to the exclusive jurisdiction of the Indian Courts. This letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with "GenY Medium". Any amendment or modification to this letter shall be made in writing and signed by both the parties.

Please confirm your acceptance of this appointment by signing and returning the enclosed duplicate copy of this letter.

In closing, I believe that your acceptance of this employment offer and working with "GenY Medium" will be mutually beneficial, and I look forward to you joining our team.

I have read and understand the terms and conditions contained in this letter and accept this appointment based on the same.

.....

Yash Kumar, Head Operations

Date:

.....

Vivek Kumar

Date: 15th September' 2015

Ms. Vaishnavi Singh
Designation: Management Trainee
Email Id: vaishnavisingh15@gmail.com

SUB: Offer Letter

Dear Vaishanvi,

We are pleased to make you an offer of employment with GenY Medium (A flagship division of ZMOT PRO Pvt. LTD) .This offer is based on the following terms and conditions:

1. You will be appointed to the position of **"Management Trainee".** Your duties and responsibilities will be congruent with the position description. From time to time, you can be asked to perform other duties as assigned by the Management of GenY Medium. Your employment will commence from **21-3-2016** at GenY Medium and you will be posted in **Hyderabad.**

2. Your Cost to Company will be **Rs. 5,00,000 (Rupees Five Lacs Only)** per annum for the initial period of six months from date of joining . After completion of six months from your date of joining, on the basis of your performance you would be promoted to the position of **"Account Manager"** and your revised Cost to Company will be **Rs 6,00,000 (Rupees Six Lacs Only)** per annum. Also, there would be a variable component of Rs 50,000 (Rupees Fifty Thousand only) worth of stocks (linked to performance)

The salary will be payable on a monthly basis to you post all statutory and income tax deductions, and would be processed post approval of Time sheet/Attendance record by "GenY Medium".

3. You confirm that you have disclosed fully to "GenY Medium" all of your business interests that are similar to or in conflict with the business or activities of the company. You agree to disclose fully to "GenY Medium" any such interests or circumstances, which may arise during your employment with the company.

4. While in the employment of "GenY Medium", you shall not be employed by any other company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority, or to be occupied in your own business without the prior written consent of "GenY Medium". On termination you shall not be employed with any of the company clients or take up job at any competitors for a period of 12 months from termination.

5. You shall be on probation for a period of three (3) months from the date of joining the Company. The same may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management. On completion of such time, based on performance, you would be considered confirmed.

6. You shall not under any circumstances either directly or indirectly receive or accept for your own benefit any commission, rebate, discount, gratuity or profit from any person, company, or firm having business transactions with "GenY Medium".

7. "GenY Medium" Shall have the right to terminate your employment without notice or payment of salary in lieu thereof, if:

a. You commit any breach of your duties and responsibilities under this contract.

b. You are guilty of any gross default or misconduct, which contravenes the express or implied conditions of your employment; and/or

c. You commit breach of any of the terms of Section 4 pertaining to confidentiality.

8. This contract shall be terminated by GenY Medium giving 30 days' notice or from the employee by giving 60 days' notice in writing or salary in lieu of notice, to the other party.

9. You are aware that during the course of employment with "GenY Medium", you will have access to confidential/ proprietary information about the company, its clients, its business transactions, and associated companies.

10. Prior to joining "GenY Medium", you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the Joining Date.

11. This letter is governed by and shall be construed in accordance with the laws of India, and both parties to this letter shall submit to the exclusive jurisdiction of the Indian Courts. This letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with "GenY Medium". Any amendment or modification to this letter shall be made in writing and signed by both the parties.

Please confirm your acceptance of this appointment by signing and returning the enclosed duplicate copy of this letter.

In closing, I believe that your acceptance of this employment offer and working with "GenY Medium" will be mutually beneficial, and I look forward to you joining our team.

I have read and understand the terms and conditions contained in this letter and accept this appointment based on the same.

Yashwant Kumar

.....

Yashwant Kumar, CEO & Co-Founder

Date:

.....

Vaishnavi Singh

Date: 9th November'15

Ms. Sumedha Chaudhry

Designation: Management Trainee

SUB: Offer Letter

Dear Sumedha,

We are pleased to make you an offer of employment with GenY Medium (A flagship division of ZMOT PRO Pvt. LTD) .This offer is based on the following terms and conditions:

1. You will be appointed to the position of **"Management Trainee".** Your duties and responsibilities will be congruent with the position description. From time to time, you can be asked to perform other duties as assigned by the Management of GenY Medium. Your employment will commence from **21-3-2016** at GenY Medium and you will be posted in **Hyderabad.**

2. Your Cost to Company will be **Rs. 5,00,000 (Rupees Five Lacs Only)** per annum for the initial period of six months from date of joining . After completion of six months from your date of joining, on the basis of your performance you would be promoted to the position of **"Account Manager"** and your revised Cost to Company will be **Rs 6,00,000 (Rupees Six Lacs Only)** per annum. Also, there would be a variable component of Rs 50,000 (Rupees Fifty Thousand only) worth of stocks (linked to performance)

The salary will be payable on a monthly basis to you post all statutory and income tax deductions, and would be processed post approval of Time sheet/Attendance record by "GenY Medium".

3. You confirm that you have disclosed fully to "GenY Medium" all of your business interests that are similar to or in conflict with the business or activities of the company. You agree to disclose fully to "GenY Medium" any such interests or circumstances, which may arise during your employment with the company.

4. While in the employment of "GenY Medium", you shall not be employed by any other company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority, or to be occupied in your own business without the prior written consent of "GenY Medium". On termination you shall not be employed with any of the company clients or take up job at any competitors for a period of 12 months from termination.

5. You shall be on probation for a period of three (3) months from the date of joining the Company. The same may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management. On completion of such time, based on performance, you would be considered confirmed.

6. You shall not under any circumstances either directly or indirectly receive or accept for your own benefit any commission, rebate, discount, gratuity or profit from any person, company, or firm having business transactions with "GenY Medium".

7. "GenY Medium" Shall have the right to terminate your employment without notice or payment of salary in lieu thereof, if:

a. You commit any breach of your duties and responsibilities under this contract.

b. You are guilty of any gross default or misconduct, which contravenes the express or implied conditions of your employment; and/or

c. You commit breach of any of the terms of Section 4 pertaining to confidentiality.

8. This contract shall be terminated by GenY Medium giving 30 days' notice or from the employee by giving 60 days' notice in writing or salary in lieu of notice, to the other party.

9. You are aware that during the course of employment with "GenY Medium", you will have access to confidential/ proprietary information about the company, its clients, its business transactions, and associated companies.

10. Prior to joining "GenY Medium", you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the Joining Date.

11. This letter is governed by and shall be construed in accordance with the laws of India, and both parties to this letter shall submit to the exclusive jurisdiction of the Indian Courts. This letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with "GenY Medium". Any amendment or modification to this letter shall be made in writing and signed by both the parties.

Please confirm your acceptance of this appointment by signing and returning the enclosed duplicate copy of this letter.

In closing, I believe that your acceptance of this employment offer and working with "GenY Medium" will be mutually beneficial, and I look forward to you joining our team.

I have read and understand the terms and conditions contained in this letter and accept this appointment based on the same.

.....

Yash Kumar, Head Operations

Date:

.....

Sumedha Chaudhry

Date: 9th November 2015

Ms. Crystal Dsouza
Designation: Management Trainee

SUB: Offer Letter

Dear Crystal,

We are pleased to make you an offer of employment with GenY Medium (A flagship division of ZMOT PRO Pvt. LTD) .This offer is based on the following terms and conditions:

1. You will be appointed to the position of **"Management Trainee"**. Your duties and responsibilities will be congruent with the position description. From time to time, you can be asked to perform other duties as assigned by the Management of GenY Medium. Your employment will commence from **21-3-2016** at GenY Medium and you will be posted in **Hyderabad**.

2. Your Cost to Company will be **Rs. 5,00,000 (Rupees Five Lacs Only)** per annum for the initial period of six months from date of joining . After completion of six months from your date of joining, on the basis of your performance you would be promoted to the position of **"Account Manager"** and your revised Cost to Company will be **Rs 6,00,000 (Rupees Six Lacs Only)** per annum. Also, there would be a variable component of Rs 50,000 (Rupees Fifty Thousand only) worth of stocks (linked to performance)

The salary will be payable on a monthly basis to you post all statutory and income tax deductions, and would be processed post approval of Time sheet/Attendance record by "GenY Medium".

3. You confirm that you have disclosed fully to "GenY Medium" all of your business interests that are similar to or in conflict with the business or activities of the company. You agree to disclose fully to "GenY Medium" any such interests or circumstances, which may arise during your employment with the company.

4. While in the employment of "GenY Medium", you shall not be employed by any other company on a temporary or part time basis or offer your services with or without pay to any person, legal entity or public authority, or to be occupied in your own business without the prior written consent of "GenY Medium". On termination you shall not be employed with any of the company clients or take up job at any competitors for a period of 12 months from termination.

5. You shall be on probation for a period of three (3) months from the date of joining the Company. The same may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management. On completion of such time, based on performance, you would be considered confirmed.

6. You shall not under any circumstances either directly or indirectly receive or accept for your own benefit any commission, rebate, discount, gratuity or profit from any person, company, or firm having business transactions with "GenY Medium".

7. "GenY Medium" Shall have the right to terminate your employment without notice or payment of salary in lieu thereof, if:

a. You commit any breach of your duties and responsibilities under this contract.

b. You are guilty of any gross default or misconduct, which contravenes the express or implied conditions of your employment; and/or

c. You commit breach of any of the terms of Section 4 pertaining to confidentiality.

8. This contract shall be terminated by GenY Medium giving 30 days' notice or from the employee by giving 60 days' notice in writing or salary in lieu of notice, to the other party.

9. You are aware that during the course of employment with "GenY Medium", you will have access to confidential/ proprietary information about the company, its clients, its business transactions, and associated companies.

10. Prior to joining "GenY Medium", you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the Joining Date.

11. This letter is governed by and shall be construed in accordance with the laws of India, and both parties to this letter shall submit to the exclusive jurisdiction of the Indian Courts. This letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with "GenY Medium". Any amendment or modification to this letter shall be made in writing and signed by both the parties.

Please confirm your acceptance of this appointment by signing and returning the enclosed duplicate copy of this letter.

In closing, I believe that your acceptance of this employment offer and working with "GenY Medium" will be mutually beneficial, and I look forward to you joining our team.

I have read and understand the terms and conditions contained in this letter and accept this appointment based on the same.

.....

Yash Kumar, Head Operations

Date:

.....

Crystal Dsouza

3 December 2015

Sourav Mukim
107/A/2 G.T Road Gaurav Niketan, Salkia,.
Howrah West Bengal - 711106

Dear Sourav

We are pleased to offer you a position of **Analyst** in **KPMG.** You will be part of the **Advisory - Risk Consulting** team in our **Bangalore** office. As mutually agreed, your date of joining will be **20 June 2016 .**

Your annual salary inclusive of allowances will total to Rs. 6,50,000 /- (Rupees Six lakh Fifty Thousand) . In addition, you will be entitled to a performance bonus as per the Firm's compensation policy.

The break-up of your fixed salary will be as follows:
· Fifty five percent is Basic
· Twelve percent of basic as employer's contribution towards Provident Fund

Upon joining you would be required to structure the remaining amount under components as detailed in our staff manual.

This offer is subject to the successful completion of the academic course which you are currently pursuing. The terms and conditions of your employment will be as stated in the employment contract and staff manual and any subsequent amendments thereof. Please note that all client facing personnel in the Firm and their spouse and dependents would be governed by the independence policies of the Firm including certain restrictions on their investments.

Please note that this offer is valid till 8 December 2015 , unless extended in writing by us. You are requested to confirm acceptance of this offer by the date mentioned above. Should we not receive a confirmation from you by the above mentioned date, the offer will automatically stand withdrawn. On your accepting the offer, a detailed employment contract will be drawn.

We would like to take this opportunity of welcoming you and wishing you success in your career with us.

Yours sincerely
for **KPMG**

Deepak Singh
Director - HR

I am pleased to accept the offer contained above.

Sourav Mukim

Independence requirements for new joiners

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and ' **Covered Person '**. As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes

immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents*****, whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

*****Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’**—immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles. In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

14 March 2016

Suchitra Mehta
6 Jain Mandir Road, Opp. Shivaji Stadium,
Delhi, New Delhi - 110001

Dear Suchitra

We are pleased to offer you a position of **Associate Consultant** in **KPMG.** You will be part of the **Advisory - Risk Consulting** team in our **Delhi** office. As mutually agreed, your date of joining will be **20 June 2016 .**

Your annual salary inclusive of allowances will total to Rs. 6,50,000 /- (Six Lakhs Fifty Thousand) . In addition, you will be entitled to a performance bonus as per the Firm's compensation policy.

The break-up of your fixed salary will be as follows:
· Fifty five percent is Basic
· Twelve percent of basic as employer's contribution towards Provident Fund

Upon joining you would be required to structure the remaining amount under components as detailed in our staff manual.

This offer is subject to the successful completion of the academic course which you are currently pursuing. The terms and conditions of your employment will be as stated in the employment contract and staff manual and any subsequent amendments thereof. Please note that all client facing personnel in the Firm and their spouse and dependents would be governed by the independence policies of the Firm including certain restrictions on their investments. Please see the attached FAQ's to help you understand the independence requirements.

Please note that this offer is valid till 16 March 2016 , unless extended in writing by us. You are requested to confirm acceptance of this offer by the date mentioned above. Should we not receive a confirmation from you by the above mentioned date, the offer will automatically stand withdrawn. On your accepting the offer, a detailed employment contract will be drawn.

We would like to take this opportunity of welcoming you and wishing you success in your career with us.

Yours sincerely
for **KPMG**

Madhu Menon
Manager- Human Resource

I am pleased to accept the offer contained above.

Suchitra Mehta

Independence requirements for new joiners

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and ' **Covered Person '**. As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered

Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents*****, whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

*****Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '**—immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles. In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

14 March 2016

Surbhi Mehrotra
House number 271, Sector 37,
Faridabad Haryana - 121003

Dear Surbhi

We are pleased to offer you a position of **Associate Consultant** in **KPMG.** You will be part of the **Advisory - Risk Consulting** team in our **Delhi** office. As mutually agreed, your date of joining will be **20 June 2016 .**

Your annual salary inclusive of allowances will total to Rs. 6,50,000 /- (Six Lakhs Fifty Thousand) . In addition, you will be entitled to a performance bonus as per the Firm's compensation policy.

The break-up of your fixed salary will be as follows:
· Fifty five percent is Basic
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Upon joining you would be required to structure the remaining amount under components as detailed in our staff manual.

This offer is subject to the successful completion of the academic course which you are currently pursuing. The terms and conditions of your employment will be as stated in the employment contract and staff manual and any subsequent amendments thereof. Please note that all client facing personnel in the Firm and their spouse and dependents would be governed by the independence policies of the Firm including certain restrictions on their investments. Please see the attached FAQ's to help you understand the independence requirements.

Please note that this offer is valid till 16 March 2016 , unless extended in writing by us. You are requested to confirm acceptance of this offer by the date mentioned above. Should we not receive a confirmation from you by the above mentioned date, the offer will automatically stand withdrawn. On your accepting the offer, a detailed employment contract will be drawn.

We would like to take this opportunity of welcoming you and wishing you success in your career with us.

Yours sincerely
for **KPMG**

Madhu Menon
Manager- Human Resource

I am pleased to accept the offer contained above.

Surbhi Mehrotra

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Firm's independence rules with respect to their investments.

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L&T Finance

LTFS-MT-2016-8 January 29, 2016

Ms.Debapriya Bhowmick
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Debapriya,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T Finance Limited

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance Ltd
8th Floor, The Metropolitan, Plot No C-26/27
'E' Block, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Registered Office
L&T House, NM Marg
Ballard Estate, Mumbai 400 001
CIN: U65990MH1994PLC083147

T +91 22 6737 2727
F +91 22 6737 2700
E customercare@ltfinance.com

www.ltfinance.com

L&T Finance

Annexure I				
Name		Debapriya Bhowmick		
Grade		Bhowmick		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance

LTFS-MT-2016-7 January 29, 2016

Mr.Kapil Sharma
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Kapil,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T Finance Limited

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance Ltd
8th Floor, The Metropolitan, Plot No C-26/27
'E' Block, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Registered Office
L&T House, NM Marg
Ballard Estate, Mumbai 400 001
CIN: U65990MH1994PLC083147

T +91 22 6737 2727
F +91 22 6737 2700
E customercare@ltfinance.com

www.ltfinance.com

L&T Finance

Annexure I				
Name		Kapil Sharma		
Grade		Sharma		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance

LTFS-MT-2016-6 January 29, 2016

Mr.Sarthak Mittal
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Sarthak,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T Finance Limited

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance Ltd
8th Floor, The Metropolitan, Plot No C-26/27
'E' Block, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Registered Office
L&T House, NM Marg
Ballard Estate, Mumbai 400 001
CIN: U65990MH1994PLC083147

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F +91 22 6737 2700
E customercare@ltfinance.com

www.ltfinance.com

L&T Finance

Annexure I				
Name		Sarthak Mittal		
Grade		Mittal		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance

LTFS-MT-2016-9 January 29, 2016

Mr.Shresth Bhargava
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Shresth,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T Finance Limited

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance Ltd
8th Floor, The Metropolitan, Plot No C-26/27
'E' Block, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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L&T Finance

Annexure I				
Name		Shresth Bhargava		
Grade		Bhargava		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance

LTFS-MT-2016-5 January 29, 2016

Mr.Anuj Saxena
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Anuj,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T Finance Limited

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance Ltd
8th Floor, The Metropolitan, Plot No C-26/27
'E' Block, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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L&T Finance

Annexure I				
Name		Anuj Saxena		
Grade		Saxena		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

L&T Finance

LTFS-MT-2016-10 January 29, 2016

Mr.Ayush Bansal
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Ayush,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T Finance Limited

Shirley Gonsalves
Senior Manager - Human Resources

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8th Floor, The Metropolitan, Plot No C-26/27
'E' Block, Bandra Kurla Complex
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L&T Finance

Annexure I				
Name		Ayush Bansal		
Grade		Bansal		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Ms. Neha Sahay
Sahay House Aryapuri
Ratu Road
Ranchi-835222

Dear Ms. Sahay,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Udaipur Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Udaipur Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

owance as per policies currently in force and subject to change based on individual and ormance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accid maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance comp regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim p maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

Mehaneti

AUTHORISED SIGNATORY

L&T Insurance

LTFS-MT-2016-12 January 29, 2016

Mr.Vidur Sachdeva
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Vidur,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T General Insurance Co. Ltd.

Shirley Gonsalves
Senior Manager - Human Resources

L&T Insurance

Annexure I				
Name		Vidur Sachdeva		
Grade		Sachdeva		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

ADITYA BIRLA

Madura Garments Lifestyle Retail Company Limited

(A Subsidiary of Aditya Birla Nuvo Limited)

REC/HR/STAFFING/10
Oct 22, 2015

Ms. Ameya Gupta,
F-2, Brahma CGHS, Sector 7, Plot No 7,
Dwarka, New Delhi, Pin:110075

Dear Ameya,

Sub: Offer of Employment

We take pleasure in offering you the position of **'Trainee Team Manager & Coach'-The Collective** in the **Sr.Executive Grade,** at Madura Garments Lifestyle Retail Company Limited, A Subsidiary of Aditya Birla Nuvo Limited.

You will be based at **any of The Collective Stores (PAN India)** and you will report to the **Store Manager.** You will be on the rolls of Madura Garments and all its terms and conditions will be applicable as defined.

We request you to join us on or before **1st June, 2015.** Your employment commences from the date of your reporting and you will be on probation for a period of six months from the date of joining. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by the company.

A statement detailing your compensation and benefits is enclosed for your reference **(refer annexure 1)**. A detailed letter of appointment will be issued to you on your joining duty and on completion of the joining formalities.

Please note your Offer of Employment is subject to your being found medically (physically and mentally) fit. Please also note that this offer of employment is subject to our receiving satisfactory references / relieving letter from your previous employer, if any, and other references provided by you.

Kindly sign and return the duplicate copy of this letter as a token of your acceptance and communicate your date of joining to us.

We look forward to having you on board.

Yours faithfully

For Madura Garments Lifestyle Retail Company Limited

Arvind Iyer
Head - Retail Human Resources

I have read the details mentioned in the documents and I accept the terms and conditions as mentioned.

_____
Ameya Gupta

Head Office :
Plot No.5B, Regent Gateway,
Doddanakundi Village,
KIADB Industrial Area,
ITPL Road,
Bangalore - 560 048. INDIA.

Telephone +91 80 67271600
Fax +91 80 67272444
Website www.thecollective.in
thecollective@madura.adityabirla.com
Website www.planetfashion.in
planetfashion@madura.adityabirla.com

Registered Office :
Indian Rayon Compound,
Veraval - 362 266,
Gujarat. INDIA
CIN - U18101GJ2007PLC058604

ADITYA BIRLA

Madura Garments Lifestyle Retail Company Limited

(A Subsidiary of Aditya Birla Nuvo Limited)

ANNEXURE – 1: COMPENSATION AND BENEFITS

Employee Name : Ameya Gupta
Job Title : Trainee Team Manager & Coach
Grade : Sr.Executive
Reporting Manager : Store Manager

Particulars		Monthly	Annual
Salary			
	Basic Salary	15000	180000
Allowance			
	Supplementary Allowance	18594	223128
	House Rent Allowance	6000	72000
	Conveyance Allowance	800	9600
Gross Salary		40394	484728
Retirement Benefits			
	Provident fund (12% of Basic)	1800	21600
	Gratuity (4.81% on Basic)	722	8664
	LTA	417	5004
	Medical	417	5004
Fixed Compensation		**43750**	**525000**
Cost to Company		**43750**	**525000**

Annual Bonus One Time	**50,000/-**

Potential Variable Earning per Annum (Subject to meeting store target achievement and qualifying condition)	**75,000/-**

Arvind Iyer
Head - Retail Human Resources

Notes:

*1) **All Salary Payments** are subject to Income tax, Professional tax and any other statutory deductions are applicable in accordance with the laws prevailing.*

*2) You and your dependents will be covered under a comprehensive **medical insurance policy** for any hospitalization. You can cover your spouse and two children and two dependent parents under this scheme. You will also be covered under a Group Personal Accident policy.*

Acknowledgement Receipt

I have read the details mentioned in the documents and I accept the terms and conditions as mentioned

Ameya Gupta

L&T Insurance

LTFS-MT-2016-11 January 29, 2016

Ms.Rishika Jalan
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Rishika,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T General Insurance Co. Ltd.

Shirley Gonsalves
Senior Manager - Human Resources

L&T Insurance

Annexure I				
Name		Rishika Jalan		
Grade		Jalan		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Ms. Sonakshi Sharda
S-14,Bhawani Singh Road
C-Scheme
Jaipur-302001

Dear Ms. Sharda,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Baroda Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Baroda Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

Mehahveti

AUTHORISED SIGNATORY

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India

Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Mr. Syed Nayab Enayet
Block-4, Street-16
Sector-10, P.O-Bhilai
Durg-490006

Dear Mr. Enayet,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Baroda Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Baroda Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

* Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
1st Floor, V.V. Towers,
Tirumalgherry Road, Kharkhana,
Secunderabad 500 009 India

Tel: +91 40 44769499
Fax:

Ref: MMFSL/**APR16**/MT/HRD

Date: **April 26,2016**

Guntupalli Nagajyothi Swaroop
Door No: 17/66-1
Edepalli
Machilipatnam
Krishna - 521 001

Dear Mr. Swaroop,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as an **"Management Trainee - Operations"** in Grade – **L8O** at our **Vijayawada.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Vijayawada** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	1600
Medical Reimbursement	750
Personal Allowance	9766
Monthly Gross	30116
Annual Gross	**361392**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.

At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

Sp

** Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 02,2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Ms. Jasmeet Kaur Bagga
161/56/2
Indrapuri Colony
Indore- 452001

Dear Ms. Bagga,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Kota Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Kota Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

** Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

L&T Insurance

LTFS-MT-2016-13 January 29, 2016

Mr.Pratik Kathotia
ICFAI Business School
Hyderabad

SUBJECT: Offer of Employment

Dear Pratik,

Welcome Aboard!

As we embark on our journey of becoming an admired and inspirational organization, we are elated to welcome you to L&T Financial Services family. With reference to your interview you had with us, we are pleased to make an offer of employment to you as **Management Trainee** on the following terms and conditions: -

REMUNERATION:

Your Cost to Company [CTC] per annum will be Rs. 600,018/- which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Please refer the Annexure I for the detailed breakup of the same.

DATE OF JOINING AND PLACE OF WORK:

You are required to join on May 09, 2016 at Mumbai for a 7 day classroom orientation. On successful completion of the classroom orientation, you would be required to undergo a project based OJT (On Job Training) for a period of 6 months. Your place of posting for OJT would be communicated to you on the final day of the orientation.

LEAVE:

You will be eligible for leave as per the Company's leave policy

ON-THE-JOB TRAINING:

Your OJT would be a period of 6 months. Confirmation on your final role and place of posting is subject to successful completion and assessment of OJT. However, it may be noted that during your employment the management reserves the right to transfer your services to any of the company's establishments in India or outside, as and when required. The management also reserves the right to terminate the services at any time (if required) without assigning reasons. Completion of training period will not result in confirmation unless given in writing.

PRE EMPLOYMENT VERIFICATION:

The company reserves the right to verify your documents & background through internal or external agencies. These may include your previous employment history, educational / professional credentials & other background checks.

OTHER MATTERS:

The affairs of the company and its customers/clients of which you may be cognizant of, have to be treated with strict confidentiality. You are not to interest/engage/trade in any other business, during your employment with L&T Financial Services.

You are requested to indicate your acceptance and date of joining within 5 days of receiving this offer by signing and submitting a duplicate copy of the letter along with required list of documents as mentioned in the checklist.

A formal appointment letter will be issued to you shortly.

We look forward to your joining us at the earliest.

Yours faithfully,
For L&T General Insurance Co. Ltd.

Shirley Gonsalves
Senior Manager - Human Resources

L&T Insurance

Annexure I				
Name		Pratik Kathotia		
Grade		Kathotia		
Total CTC		600,018		
Fixed CTC		540,000		
Variable CTC		60,000		
No	**Particulars**	**Heads**	**Per Month**	**Per Annum**
A	**Monthly Components**	Basic	15000	180000
		House Rent Allowance	9000	108000
		Statutory Bonus	0	0
		Medical Allowance	1250	15000
		Conveyance Allowance	1600	19200
		Monthly LTA	1250	15000
		Special Allowance	14380	172560
	Sub-Total (A)		42480	509760
B	**Statutory Benefits & Retirals**	ESI (Employer Contribution of 4.75% of monthly gross)		0
		PF (Employer Contribution of 12% of Basic salary)		21600
		Gratuity (4.81% of Basic salary)		8658
	Sub-Total (B)			30258
C	**Fixed CTC (A+B)**			**540018**
D	**Variable CTC**	Annual Performance Bonus #	-	**60,000**
	Total Cost To Company (D + E)			**600,018**
Rupees Six Lakh Eighteen Only				

 # Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & company performance and in line with the company policy

In addition to the above, you will be covered under the following Group benefits:

1. Group Life Insurance Cover
2. Family Mediclaim Cover
3. Group Personal Accident Cover as per HR policy

Shirley Gonsalves
Senior Manager - Human Resources

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Mr. Vikas Sharma
485/3,
Shastri Nagar
Kanpur-208005

Dear Mr. Sharma,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Surat Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Surat Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

** Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Offer Confirmation with MagikMinds

Raj Kishore Nayak <rajkishore@ibsindia.org> Tue, Jun 21, 2016 at 11:16 AM
To: Naga Raju <naga1354@gmail.com>

---------- Forwarded message ----------
From: **HR MagikMinds** <hr@magikminds.com>
Date: Sat, Jan 23, 2016 at 12:10 PM
Subject: Offer Confirmation with MagikMinds
To: abhinav.bhattacharya2015@gmail.com
Cc: Sagar Agarwal <saagar.agarwal16@gmail.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Abhinav Bhattacharya,

I Take this opportunity to congratulate you on your successful completion of Interview Process and We are pleased to extend an offer of employment with MagikMinds.

Consider this mail as an confirmation mail and proceed with other formalities required. Revert me with a confirmation mail and committed joining date as well.

The accepted package is : 4.5 LPA (Fixed).

Feel free to reach me for any further clarifications.

Thanks,

Sandhya Allu

HR Executive

Mobile: +91 879 003 3392

Email: Sandhya.allu@magikminds.com

Web: www.magikminds.com

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
1st Floor, V.V. Towers,
Tirumalgherry Road, Kharkhana,
Secunderabad 500 009 India

Tel: +91 40 44769499
Fax:

Ref: MMFSL/**APR16**/MT/HRD

Date: **April 26,2016**

G Vineeth Varma
D.NO: 3-187E,Anjaneya puram,
Cheepuru palli,
Vijayanagaram-535128.

Dear Mr. Vineeth Varma,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as an **"Management Trainee - Operations"** in Grade – **L8O** at our **Hyderabad.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Hyderabad** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	1600
Medical Reimbursement	750
Personal Allowance	9766
Monthly Gross	30116
Annual Gross	**361392**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.

At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

SP

** Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 02,2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Offer Confirmation with Early Pad

2 messages

Raj Kishore Nayak <rajkishore@ibsindia.org> Fri, Jan 29, 2016 at 3:07 PM
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ----------
From: **HR MagikMinds** <hr@magikminds.com>
Date: Fri, Jan 29, 2016 at 3:01 PM
Subject: Offer Confirmation with Early Pad
To: Gandla Rakesh <gandla.rakesh9@gmail.com>
Cc: Renuka Bodla <renukabodla@earlypad.com>, Sagar Agarwal <saagar.agarwal16@gmail.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Rakesh,

I Take this opportunity to congratulate you on your successful completion of Interview Process and We are pleased to extend an offer of employment with Early Pad.

Consider this mail as an confirmation mail and proceed with other formalities required. Revert me with a confirmation mail and committed joining date as well.

The accepted package is : 4.5 LPA (Fixed).

Feel free to reach me for any further clarifications.

Thanks,

Sandhya Allu

Mobile: +91 879 003 3392

Email: Sandhya.allu@magikminds.com

Web: www.magikminds.com

Raj Kishore Nayak <rajkishore@ibsindia.org> Tue, Jun 21, 2016 at 11:17 AM
To: Naga Raju <naga1354@gmail.com>

[Quoted text hidden]

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Mr. Anuj Kohli
R-816 I floor
New Rajendra Nagar
New Delhi-110060

Dear Mr. Kohli,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Jaipur Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Jaipur Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

** Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

Mehaveti

AUTHORISED SIGNATORY

Marico Limited
Regional Office : PTI Building
7th Floor, Block-DP9, Salt Lake
Sector - V, Kolkata-700 091
Ph. No. : +91-33-4033 4800
Fax No. : +91-33-4033 4830

marico

Date: 6th June, 2016

Mr. Kuntal Rakshit
Debigarh 2nd Lane
Madhyamgram
Kolkata – 700129, West Bengal

LETTER OF OFFER

Dear Mr. Rakshit

We are pleased to grant provisional offer for the position of Sales Trainee in the Company's ST Grade.

The gross income payable to you would be approximately **Rs. 5,50,000/- p.a. (Rupees Five lakhs fifty thousand only)** inclusive of Salary, all allowances, LTA, Medical, Bonus and Retirement benefits. A detailed letter of appointment with terms & conditions and exact break-up of your compensation and other details will be handed over to you once you join the company.

This offer is being made subject to your being declared medically fit by a qualified medical practitioner and a positive reference check. If any of your statements, declarations or documents submitted prior to this offer are found to be incorrect at any point of time, Marico Ltd. shall have right to revoke this offer.

You'll be required to complete your medical check-up consisting of Blood, Urine and Stools analysis, chest x-ray and a full physical examination on your joining the company. The necessary form for this purpose would be handed over to you later. All expenses incurred for the medical examination will be reimbursed to you. Hence please retain all bills for this purpose.

You are requested to submit the documents mentioned in Annexure – A at first day of joining.
We would also conduct a background verification check as per the organization policy post your joining.

Kindly sign the enclosed duplicate copy of this letter and return the same to us by **7th June'2016.**

We welcome you to our organization and look forward to a mutually beneficial association.

This Offer Letter shall not be treated as Appointment Letter by the Company. Final Appointment Letter will be issued after acceptance of this Offer which shall govern the terms of appointment with the Company.

Yours faithfully
for Marico Limited

Shringar Bhuwania

Shringar Bhuwania
HR- Manager, Sales
East Division

Marico Limited
Regional Office : PTI Building
7th Floor, Block-DP9, Salt Lake
Sector - V, Kolkata-700 091
Ph. No. : +91-33-4033 4800
Fax No. : +91-33-4033 4830

marico

Date: 6th June, 2016

Mr. Kuntal Rakshit
Debigarh 2nd Lane
Madhyamgram
Kolkata – 700129, West Bengal

Dear Mr. Rakshit

We give below the break-up of your emoluments:-

	Monthly (Rs.)	**Annual (Rs.)**
Basic	**22920**	**275040**
HRA	**9170**	**110040**
Conveyance	**1600**	**19200**
Company's contribution to Provident Fund (12%)	**2750**	**33000**
LTA & Medical		**15000**
Bonus		**8400**
Supplementary Allowance	**7443.33**	**89320**
Cost to Company		550000

Yours faithfully
for Marico Limited

Shringar Bhuwania

Shringar Bhuwania
HR- Manager, Sales
East Division

Marico Limited
Regional Office : PTI Building
7th Floor, Block-DP9, Salt Lake
Sector - V, Kolkata-700 091
Ph. No. : +91-33-4033 4800
Fax No. : +91-33-4033 4830

marico

ANNEXURE A
LIST OF DOCUMENTS TO BE SUBMITTED
MANDATORILY ON DAY 1

1. Two Passport size Photographs
2. One Stamp size Photograph (for I.D. Card).
3. Address Proof
4. Photocopies of Educational Certificates
5. Photocopy of Birth Certificate or proof of age (after verification with the Originals)
6. Copy of your PAN Card or PAN details
7. Signed copy (on all pages) of the Code of Conduct document
8. Medical Report with fitness certificate from an authorized medical practitioner
9. You are requested to open a Salary A/c in one of the following Banks: **ICICI/ Citibank / Corporation Bank/ HDFC/ Standard Chartered** (In case you need any help in choosing/opening the account, please revert).

N.B. Completion and submission of above documents will enable processing of salary on time.

S. B.

18th February 2015

Ms. Bhumika Bajaj
Mumbai

Subject: Offer of Appointment

Dear Bhumika,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Sales** at our **Mumbai Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

Name : Ms. Bhumika Bajaj	Designation: Management Trainee- Sales	
Location: Mumbai		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	13,566	1,62,792
House Rent Allowance	6,783	81,396
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,284	51,408
Conveyance	4,284	51,408
Personal Pay	5,283	63,396
Total (A)	**35,700**	**4,28,400**
Annual Benefits		
Bonus	1,131	13,566
LTA	1,131	13,566
TOTAL (B)	**2,261**	**27,132**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,628	19,535
TOTAL (C)	**1,628**	**19,535**
TOTAL (A+B+C) CTC	**39,589**	**4,75,067**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Acceptance Letter

MGH Group

Corp. Office:
JMD Pacific Square (5th Floor),
Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Sales" stationed in Mumbai starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Ms. Bhumika Bajaj

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

18th February 2015

Ms. Arunima
Hyderabad

Subject: Offer of Appointment

Dear Arunima,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Sales** at our **Hyderabad Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Name : Ms. Arunima Kaur	Designation: Management Trainee- Sales	
Location: Hyderabad		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	12,863	1,54,356
House Rent Allowance	6,432	77,178
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,062	48,744
Conveyance	4,062	48,744
Personal Pay	4,932	59,178
Total (A)	**33,850**	**4,06,200**
Annual Benefits		
Bonus	1,072	12,863
LTA	1,072	12,863
TOTAL (B)	**2,144**	**25,726**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,544	18,523
TOTAL (C)	**1,544**	**18,523**
TOTAL (A+B+C) CTC	**37,537**	**4,50,449**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

Acceptance Letter

MGH Group

Corp. Office:
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Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Sales" stationed in Hyderabad starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Ms. Arunima Kaur

18th February 2015

Mr. Aditya Velani
Mumbai

Subject: Offer of Appointment

Dear Aditya,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Planning and Strategy** at our **Mumbai Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

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Name : Mr. Aditya Velani	Designation: Management Trainee- Planning and Strategy	
Location: Mumbai		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	13,566	1,62,792
House Rent Allowance	6,783	81,396
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,284	51,408
Conveyance	4,284	51,408
Personal Pay	5,283	63,396
Total (A)	**35,700**	**4,28,400**
Annual Benefits		
Bonus	1,131	13,566
LTA	1,131	13,566
TOTAL (B)	**2,261**	**27,132**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,628	19,535
TOTAL (C)	**1,628**	**19,535**
TOTAL (A+B+C) CTC	**39,589**	**4,75,067**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Acceptance Letter

MGH Group

Corp. Office:
JMD Pacific Square (5th Floor),
Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Planning and Strategy" stationed in Mumbai starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Mr. Aditya Velani

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

MINDSTRETCH LEARNING LAB PRIVATE LIMITED

CIN No. U72200KA2010PTC053401
Regd.Office: Flat No. D-1003,Ajmera Infinity Apartment, Neeladri Road
Electronic City Post, Near Wipro Gate No - 16, Bangalore, Karnataka – 560100

LETTER OF APPOINTMENT

Date: 5 February 2016

To Mr.Nitesh Chaudhary

Congratulations!

We are pleased to appoint you as a Business Development Executive with effect from 22nd Feb 2016. Your employment with MindStretch Learning Lab Pvt. Ltd. is subject to successful completion of reference checks and background verification by us, and your acceptance of MindStretch Learning Lab Pvt. Ltd.'s standard Employee Terms & Conditions as evidence by your signing a copy of this letter and returning it to us.

You will be on probation for a period of three months from the date of joining the Company, which may extend in certain cases. During this period, your services may be terminated with notice of fifteen (15 days) on either side. Performance and efficiency to handle assigned job and achievement of targets specified by the company would be a primary benchmark in successful completion of probation. In the event you wish to leave MindStretch Learning Lab Pvt. Ltd after probation, you are required to serve a prior written notice of two months. Similarly, your service may be terminated on the grounds of indiscipline and non-performance by the company at any time.

Your Compensation package is as below:

Name: Mr. Nitesh Chaudhary
Designation: Business Development Executive

Annual CTC: ₹5.6 Lakhs yearly with a variable, the targets of which will be decided by your reporting manager.

Your Compensation details are strictly confidential and must not be disclosed or discussed with others in the Company.

Annual Leave
All employees are entitled for 15 days of privilege leave during the first year of his/her career with MindStretch and 20 days of privilege leave from second year onwards.

MINDSTRETCH LEARNING LAB PRIVATE LIMITED

CIN No. U72200KA2010PTC053401
Regd.Office: Flat No. D-1003,Ajmera Infinity Apartment, Neeladri Road
Electronic City Post, Near Wipro Gate No - 16, Bangalore, Karnataka – 560100

You are required to sign & submit a copy of this letter in acceptance of the above terms, along with copies of documents (1 set) mentioned below:

1. Passport, PAN Card, Driver's License
2. Certificate & Marks Card from Std. X to Final Degree & there after
3. Appointment Letter, Pay Slip/ Salary Certificate & Relieving Letter from previous employer (if any)
4. MindStretch Learning Lab Pvt.'s standard Employee Terms & Conditions, duly signed by you.
5. Signed copy of NDA (Non-Disclosure Agreement)
6. Last 3 months pay slip

Welcome Aboard! I look forward to your long & fruitful association with MindStretch Learning Lab Pvt.

Yours Sincerely,
For MindStretch Learning Lab Pvt.

Mind Stretch Learning Lab Pvt. Ltd. Director

Mrs. Anjali A Goel
Director
Date: 5 February 2016

Agreed and accepted by me

Mr. Nitesh Chaudhary
Pan Card No.:
Date: 5 February 2016

18th February 2015

Mr. Priyank Pandey
Mumbai

Subject: Offer of Appointment

Dear Priyank,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Sales** at our **Mumbai Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Name : Mr. Priyank Pandey	Designation: Management Trainee- Sales	
Location: Mumbai		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	13,566	1,62,792
House Rent Allowance	6,783	81,396
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,284	51,408
Conveyance	4,284	51,408
Personal Pay	5,283	63,396
Total (A)	**35,700**	**4,28,400**
Annual Benefits		
Bonus	1,131	13,566
LTA	1,131	13,566
TOTAL (B)	**2,261**	**27,132**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,628	19,535
TOTAL (C)	**1,628**	**19,535**
TOTAL (A+B+C) CTC	**39,589**	**4,75,067**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Acceptance Letter

MGH Group

Corp. Office:
JMD Pacific Square (5th Floor),
Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Sales" stationed in Mumbai starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Mr. Priyank Pandey

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

KIARO
PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Spandan,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Spandan Geetimoy
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Spandan Geetimoy
Date:

18th February 2015

Ms. Sristi Dey
Chennai

Subject: Offer of Appointment

Dear Sristi,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Human Resources** at our **Chennai Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Name : Ms. Sristi Dey	Designation: Management Trainee- Human Resoruces	
Location: Chennai		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	13,566	1,62,792
House Rent Allowance	6,783	81,396
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,284	51,408
Conveyance	4,284	51,408
Personal Pay	5,283	63,396
Total (A)	**35,700**	**4,28,400**
Annual Benefits		
Bonus	1,131	13,566
LTA	1,131	13,566
TOTAL (B)	**2,261**	**27,132**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,628	19,535
TOTAL (C)	**1,628**	**19,535**
TOTAL (A+B+C) CTC	**39,589**	**4,75,067**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

Acceptance Letter

MGH Group

Corp. Office:
JMD Pacific Square (5th Floor),
Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Human Resources" stationed in Chennai starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Ms. Sristi Dey

18th February 2015

Mr. Rajat Batheja
Ludhiana

Subject: Offer of Appointment

Dear Rajat,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Sales** at our **Ludhiana Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

Name : Mr. Rajat Batheja	Designation: Management Trainee- Sales	
Location: Ludhiana		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	12,863	1,54,356
House Rent Allowance	6,432	77,178
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,062	48,744
Conveyance	4,062	48,744
Personal Pay	4,932	59,178
Total (A)	**33,850**	**4,06,200**
Annual Benefits		
Bonus	1,072	12,863
LTA	1,072	12,863
TOTAL (B)	**2,144**	**25,726**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,544	18,523
TOTAL (C)	**1,544**	**18,523**
TOTAL (A+B+C) CTC	**37,537**	**4,50,449**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Acceptance Letter

MGH Group

Corp. Office:
JMD Pacific Square (5th Floor),
Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Sales" stationed in Ludhiana starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Mr. Rajat Batheja

KIARO

PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Santosh,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Santosh Kumar .B
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Santosh Kumar .B
Date:

KIARO

PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Siddharth,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Siddharth Saini
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Siddharth Saini
Date:

18th February 2015

Mr. Pillai Jishnu S
Mumbai

Subject: Offer of Appointment

Dear Jishnu,

This has reference to your application and your subsequent interview with us. MGH is pleased to offer you a career as **Management Trainee – Sales** at our **Mumbai Office.**

We are excited about the values & potential that you are bringing to our company. We trust that your knowledge, skills and experience will be our most valuable assets.

You shall join us as early as possible as but not later than **March 01 2016.**

Your formal letter of appointment will be issued to you on joining which will contain all the terms of your employment.

Kindly return a duplicate copy of this letter, duly signed by you, by way of acknowledgement and acceptance of the offer.

Yours sincerely,

For: MGH Group.

MGH LOGISTICS PVT. LTD.

Executive Director

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
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Name : Mr. Pillai Jishnu S	Designation: Management Trainee- Sales	
Location: Mumbai		
	Rupees Per Month	**Rupees Per Annum**
Gross salary		
Basic	13,566	1,62,792
House Rent Allowance	6,783	81,396
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,284	51,408
Conveyance	4,284	51,408
Personal Pay	5,283	63,396
Total (A)	**35,700**	**4,28,400**
Annual Benefits		
Bonus	1,131	13,566
LTA	1,131	13,566
TOTAL (B)	**2,261**	**27,132**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,628	19,535
TOTAL (C)	**1,628**	**19,535**
TOTAL (A+B+C) CTC	**39,589**	**4,75,067**
Mediclaim- Cashless, as per the company policy		

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

Acceptance Letter

MGH Group

Corp. Office:
JMD Pacific Square (5th Floor),
Sector- 15, Part II,
Near 32nd Milestone,
Gurgaon- 122001(Haryana) India,
Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

To Human Resource Department,

I hereby give my undertaking to accept the Offer made by MGH Group as "Management Trainee – Sales" stationed in Mumbai starting from March 01 2016 (upon successful completion of my course).

By signing this acceptance I also confirm my joining on or before the date mentioned above and in case of declining I shall be liable to pay MGH Group INR 25,000.

Mr. Pillai Jishnu S

Reg. Office: B-804,"The Qube", C.T.S. No. 1498/A, M.V. Road, Near To International Airport, Marol, Andheri(East), Mumbai- 400059, Tel.: 022-28594507-09, Fax: 022- 28594506
Corp. Office: JMD Pacific Square (5th Floor), Sector- 15, Part II, Near 32nd Milestone, Gurgaon- 122001(Haryana) India, Tel.: +91- 124-4113364/65 Fax: +91 -124-4117162

KIARO
PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Apurva,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Sankalp Apurva
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Sankalp Apurva
Date:

MNR Dairy Farms
1st Floor, Plot no. 101/A, Journalist Colony, Jubilee Hills, Hyderabad - 500033.
• T: 040-23602345 / 46 / 47 • Visit www.kiaro.in

Multiplier Solutions

Innovative Healthcare Marketing

Employment Offer Letter

March 8, 2016

Mr. Abdul Azeem Mohd
H.No 2-7-156,Near Bus Stand , Jangaon, District Warangal 506167

Dear Mr. Abdul Azeem Mohd,

Multiplier Solutions, a company with registered office at Hyderabad Telangana, is pleased to offer you a job as a **Sales and Business Development Executive**. We trust that your hard work and our environment will help you to be among our most valuable team members.

Should you accept this job offer, per company policy you'll be eligible to receive the following beginning from your joining date.

1. **Nature of Work:** The Company is engaged in providing end to end marketing solutions to hospitals, doctors and healthcare companies. Your role as **Sales and Business Development Executive** will include all activities that can help us acquire customers and partners, our customers grow; develop their brand, provide better customer service and other activities that benefit the growth of our business.

2. **Stipend:** Two months from joining date will be considered as internship during which a stipend of Rs. 15,000 per month will be paid. After completion of two month of internship the salary package will be applicable from 8-Mar-2016 to 7-May-2016.

   The internship duration will be considered as part of the bond duration. Any unexpected delay in joining date of the associate will extend the internship and bond end date accordingly.

3. **Salary:** The associate will be paid annual gross starting salary of 6,06,000/- (Indian Rupees Six lac and Six thousand only) subject to taxes as applicable effective from 8-May-2016. The detailed schedule has been mentioned in Annexure 1 of this offer letter for reference.

4. **For the first 3 months of employment** from 8-May-2016 till 7-Aug-2016 the following financials salary structure will be applicable

   4.1. Monthly gross salary payments of INR 32,000 including conveyance allowance of INR 3,000 per month (based on actuals and expense reimbursement policy of the company) subject to taxes.

   4.2. Quarterly sales performance based bonus payment of INR 30,000 payable based on following terms and conditions.

   4.3. The payment of the bonus will be done on a quarterly basis after completion of 3 months of services with the company. The component of the bonus and expected deliverables are explained below for reference

   4.3.1. INR 10,000 towards number of decision maker meetings conducted by the employee on a weekly basis. Minimum 5 meetings per week with follow-ups will have to be completed

For MULTIPLIER SOLUTIONS
Saumya Prakash
PARTNERS

4.3.2. for being eligible for the bonus. INR 800 per week will be payable provided the employee submits weekly reports to confirm above expected performance to management.

4.3.3. INR 5,000 towards presales activity, including creating presales collateral, generating leads, submitting proposals and presentations, improving branding through website, social media etc.

4.3.4. INR 15,000 towards demos done by employee to decision makers of unique clients. INR 500 per demo will be payable provided minutes of the demo are shared with management after every demo

4.3.5. To ensure effective communication on the above mentioned performance metrics, employee is expected to submit detailed weekly and monthly reports on performance to the management regularly.

4.3.6. This bonus payment will not be applicable for sales done to existing customers of Multiplier Solutions or where references are from a channel or sales partner

5. **For the duration 8-Aug-2016 till 8-May-2017** the following financials salary structure will be applicable

6.1. Monthly gross salary payments of INR 40,000 including conveyance allowance of INR 3,000 (based on actuals and expense reimbursement policy of the company) per month subject to taxes.

6.2. Quarterly sales performance based bonus of INR 40,000 for three quarters payable based on following terms and conditions.

6.3. The payment of the bonus of INR 40,000 (Forty Thousand only) will be done on a quarterly basis quarterly basis (as per financial calendar) after completion of *every* quarter of services with the company. The component of the bonus and expected deliverables are explained below for reference.

6.3.1. INR 10,000 towards number of meetings conducted by the employee on a weekly basis. Minimum 5 meetings per week with follow-ups will have to be completed for being eligible for the bonus. INR 800 per week will be payable provided the employee submits weekly reports to confirm above expected performance to management.

6.3.2. INR 5,000 towards presales activity, including creating presales collateral, generating leads, submitting proposals and presentations, improving branding through website, social media etc.

6.3.3. INR 10,000 towards demos done by employee to decision makers of unique clients. INR 500 per demo will be payable provided minutes of the demo are shared with management after every demo

6.3.4. INR 15,000 towards sales closure done directly by the employee. This bonus will amount upto 10% of product sale receipt after adjusting for taxes and any commissions paid externally. This will be paid in quarter after receipt of associated cheques from the customer and in proportion to receipt of payment from the client by the company.

6.3.5. To ensure effective communication on the above mentioned performance metrics, employee is expected to submit detailed weekly and monthly reports on performance to the management regularly.

6.3.6. This bonus payment will not be applicable for sales done to existing customers of Multiplier Solutions or where references are from a channel or sales partner

7. **Payment Terms**: The monthly salary payments will be made by HDFC bank cheque on or before

For MULTIPLIER SOLUTIONS
Soumya Prakash
PARTNERS

8. 6th of the subsequent month. This implies your dues for working in January will be paid on or before February 6, 2016. Your salary will be subject to tax rules of state and the country, so please do appropriate tax planning to minimize your taxes. If you join on or after 15th of the month your salary for the initial days will be clubbed with the subsequent month's salary and paid at end of the subsequent month.

9. **Performance Bonuses:** In addition to your salary, you may from time to time be offered an additional Performance bonus plan allowing you to earn an additional amount in addition to your salary. You need to complete minimum 2 months in the company (after internship) to start on your bonus plan. Bonus component is discretionary depending on your role and performance and company does not have any obligation to offer you any bonuses if they so decide.

10. **Stock Options:** After completion of one year, your performance will be reviewed to be eligible for stock option plan subject to rules at that time and to your performance during the year.

11. **Probation Period:** The first two months (from date of joining as employee) will be considered as probation period. This will not affect your salary but given that this is a time when company is investing in you for learning you are expected to do the following:

- Given that this is period of high learning, you are discouraged from taking leaves in first two months of your service for any reason. Any leave taken during this time (excluding national holidays and company holidays) will be deducted proportionately from your salary- irrespective of reason for leave.
- Your performance will be reviewed weekly and should we find that your performance, your discipline or ability does not meet our requirements we reserve the right to discontinue your employment within two weeks' notice.

12. **Timing**: Please plan such that you reach the office by 9:30am and be available for work till 7:30pm, six days a week. Repeated late coming will force us to take disciplinary action. Every month usually the last Saturday is a monthly off. In case of any client deliverables, this can be interchanged with any other day of the month. A prior notice to associates will be circulated in that case.

13. **Other benefits**: In addition to your salary you will have the following benefits:
Twenty days of leaves per year (including sick leave, national holidays, vacation leave and all other types of leave). Out of 20 holidays, 10 will be common company holidays for all associates. Remaining 10 can be taken on individual basis after prior notification and approval from management in accordance with leave policy. If an associate has not availed the 10 leaves he/she is entitled to through the year, the leaves are eligible for encashment at the completion of one year of his services with the company.

14. **Confidentiality Agreement**: Given the confidential nature of work, by accepting this offer you agree to keep all data and information confidential throughout your career.

- This includes keeping confidential throughout your career all data or information that you are exposed to, learn or by any means acquire during your tenure with our company.
- You also agree not to apply for or take up an employment offer (part time, consulting or full time) with any potential competitor or client of Multiplier Solutions or with any other employer working in healthcare sector for a period of two years from your date of departure from the company. For example: This means that you cannot work with any hospital in Hyderabad or any company that

For MULTIPLIER SOLUTIONS
Saumya Prakash
PARTNERS

- has a product that services doctors or hospitals in any manner.
- You also agree to not take up an employment offer (part time, consulting or full time) with any competitor of a client as well as to not apply to any competitor or a client of Multiplier Solutions for a period of two years from your last working date with the company.
- Since this is a permanent position, you agree to not take up any free lancing projects, part-time engagements, short duration projects or consulting work with any other business entity irrespective of any reason without prior approval by Multiplier Solutions management team. Any such engagement of a part-time or consulting or free-lance nature will be considered **as a breach of the service agreement with the company**. The associate will be **expected to bear the due financial penalty for the service agreement in such a case** and will be duly terminated under the termination clause of this offer letter.
- Any breach of any of the above confidentiality terms is a criminal offence and entitles the company to pursue legal and criminal action for damages and recovery of INR five lacs or higher given that our customers rely on us for confidentiality.

15. **Intellectual Property**: Any and all work done by you during the duration of your employment will be completely the intellectual property of Multiplier Solutions. This includes all ideas, concepts and work of all forms.

16. **Service Agreement**: In addition to the terms mentioned above, you agree to comply with terms of the service agreement with Multiplier Solutions and commit to continuing your service till May 8, 2017.

17. **Notice Period in case of Resignation:**
- Since the company will invest in your training as well as commit to customers based on your stated availability, you agree to working with the company for a minimum duration which is till May 8, 2017
- The associate can leave the company (for any reason or no reason) by first providing a notice period of **not less than twelve weeks** so as to allow the company to make alternative arrangements to serve the customer. This is applicable irrespective of whether the resignation is submitted within the bond duration period or after the bond duration period is over.
- It is entirely the discretion of company management to allow partial buyout of the notice period of the associate based on committed projects and deliverables.
- In all such cases the buyout due amount will be at minimum of 3 months' gross salary paid to associate and maximum of extent of damage to existing projects and financial loss to company in lieu of employee exit without serving the notice period.

18. **Termination of Service**:
- Company reserves the right to discontinue your employment with four weeks' notice at any time due to any or no reason whatsoever.
- As an employee you are expected to ensure you maintain proper corporate conduct and discipline. The company can discontinue your employment without notice in case of inappropriate conduct, poor performance or indiscipline and any action that brings financial or social image loss to the company.
- The company can discontinue your employment without notice in case of:
  - Inappropriate professional conduct in office with associates or management or
  - Negative feedback from customers on work and performance (including not being responsive to customer requests, consistent poor feedback from customer on deadlines, quality of work etc.) or

For MULTIPLIER SOLUTIONS
Saumya Prakash
PARTNERS

- Indiscipline including insubordination (wilfully disobeying the management) or
- Any action that brings financial or social image loss to the company including actions that result in loss of client by Multiplier

- In all above cases where the associate is terminated due to inappropriate professional conduct, insubordination or on any action that brings financial or social image loss to the company (pts a, c or d) the associate would be held liable for wilful breach of service agreement with Multiplier Solutions and will have to pay the due penalty as per the service agreement terms.
- In case of termination on performance grounds (pt b) the company has the right to withhold one month salary and any incentive payouts to the associate, in addition to taking legal or other action against the associate wherever required. The decision of the management in such cases will be final and will be taken taking all factors into consideration.
- Multiplier Solutions is in process of changing from a partnership to a private limited company. All above terms and conditions of employment and the service agreement will be valid even after conversion of Multiplier Solutions to a Private Limited company.

We at Multiplier Solutions look forward to welcoming you aboard.
Sincerely, I accept the offer and terms of offer,

For MULTIPLIER SOLU...
Saumya Prakash
PARTNERS

Saumya Prakash
MBA (SP Jain, Mumbai), B. Tech (BITS Pilani)
Partner, Multiplier Solutions

Abdul Azeem Mohd
S/O Mr. Mohd Abdul Rahman
Hyderabad, Telangana, 500037

KIARO
PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Jescy,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

J.Jescy Pushpitha
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

J.Jescy Pushpitha
Date:

KIARO
PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Mainak,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Mainak Sengupta
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Mainak Sengupta
Date:

KIARO
PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Sakshi,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Sakshi Mudgal
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Sakshi Mudgal
Date:

Registered Address: No. 30 Padma Nilaya, Cholanagar, RT Nagar, Bengaluru- 560032, India. Tel:

Hyderabad
Date: 08th March, 2016

Dear Aditya Kaushal,

It gives me great pleasure to inform your appointment as an Associate Research Analyst for at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of leading the industry in 5 years. Welcome to the Mordor family.

Responsibilities: As a Research Associate at Mordor Intelligence, your duties include, but are not limited to:

- Conducting primary and secondary research on a market/company as needed.
- Generating insights on the market from the data collected
- Coming up with niche areas to research and produce reports on
- Interacting with clients from time to time in analyst calls, client prospecting calls, etc.

Training: We strongly believe in learning on the job and as such, we do not have a structured training program in place. You will work on live projects from the start and the guidance and on-the-job training you get from our experienced analysts should prepare you adequately for the rigors of this position.

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are Research Associate=> Res earch Analyst => Senior Analyst => Team Lead=> Consultant / Res earch Manager => Senior Consultant => Partner.

Work culture and hours: We dress casual; work in a collegial atmosphere and a have a get-it-done attitude. Work hours are between 10 AM and 7 PM, although they may extend as needed during deliveries. While Saturdays and Sundays are off, we expect you to work through the weekend if we need; compensatory off can be taken, however.

Location: HIG 7,Behind KPHB, 9th Phase Green Park, Kukatpally, Hyderabad
Landmark: Behind Sujana Forum Mall

Salary: A detailed breakdown of the salary package is provided overleaf. The first three months of your employment with us will be probationary. Assured bonus is provided at the end of 12 months of your employment with Mordor Intelligence. Compensation will be governed by rules of the company on the subject, as appl icable and/or amended hereafter.

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy
Managing Partner | Mordor Intelligence LLP
reddy@mordorintelligence.com | +1 781-300-3838 | +91 9704153704

Salary Package

	Monthly	Yearly
Basic	13,333	160000
HRA	10000	120000
Conveyance Allowance	800	9600
Special Allowance	9,200	110400
Monthly Pay	33333	
Performance Bonus		20000
Assured Year End Bonus		80000
CTC		500000

Note:

1. Monthly professional tax deduction of Rs. 200/- shall apply.
2. Investing in PF is not mandatory for your salary package. However, if you choose to opt for it, both your contribution and the company's contribution will be deducted from your monthly pay.
3. Tax deduction at source (TDS) shall be deducted as necessary.

Note: Performance bonus is paid as a percentage (1%) of the revenues generated from the reports that you write/ titles that you suggest. It is paid monthly/ bi-monthly when we receive payment from the client. If multiple analysts work on a report, the 1% incentive is shared according to the work done.

For example, let's say that you wrote the report on the Animal feed market and it sells two copies at $5,000 each in January. Then you will earn 1% of $10,000 = Rs. 6,000/- as performance bonus. If the same report also sells another copy in February, then you will earn Rs. 3,000 in February as bonus, and so on.

The total performance bonus amount mentioned in the package above is merely a cap on the incentives that can be earned in a year.

Registered Address: No. 30 Padma Nilaya, Cholanagar, RT Nagar, Bengaluru- 560032, India. Tel:

Hyderabad
Date: 08th March, 2016

Dear Drasty Vyas,

It gives me great pleasure to inform your appointment as an Associate Research Analyst for at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of leading the industry in 5 years. Welcome to the Mordor family.

Responsibilities: As a Research Associate at Mordor Intelligence, your duties include, but are not limited to:

- Conducting primary and secondary research on a market/company as needed.
- Generating insights on the market from the data collected
- Coming up with niche areas to research and produce reports on
- Interacting with clients from time to time in analyst calls, client prospecting calls, etc.

Training: We strongly believe in learning on the job and as such, we do not have a structured training program in place. You will work on live projects from the start and the guidance and on-the-job training you get from our experienced analysts should prepare you adequately for the rigors of this position.

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are Research Associate=> Res earch Analyst => Senior Analyst => Team Lead=> Consultant / Res earch Manager => Senior Consultant => Partner.

Work culture and hours: We dress casual; work in a collegial atmosphere and a have a get-it-done attitude. Work hours are between 10 AM and 7 PM, although they may extend as needed during deliveries. While Saturdays and Sundays are off, we expect you to work through the weekend if we need; compensatory off can be taken, however.

Location: HIG 7,Behind KPHB, 9th Phase Green Park, Kukatpally, Hyderabad
Landmark: Behind Sujana Forum Mall

Salary: A detailed breakdown of the salary package is provided overleaf. The first three months of your employment with us will be probationary. Assured bonus is provided at the end of 12 months of your employment with Mordor Intelligence. Compensation will be governed by rules of the company on the subject, as appl icable and/or amended hereafter.

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy
Managing Partner | Mordor Intelligence LLP
reddy@mordorintelligence.com | +1 781-300-3838 | +91 9704153704

Salary Package

	Monthly	Yearly
Basic	13,333	160000
HRA	10000	120000
Conveyance Allowance	800	9600
Special Allowance	9,200	110400
Monthly Pay	33333	
Performance Bonus		20000
Assured Year End Bonus		80000
CTC		500000

Note:

1. Monthly professional tax deduction of Rs. 200/- shall apply.
2. Investing in PF is not mandatory for your salary package. However, if you choose to opt for it, both your contribution and the company's contribution will be deducted from your monthly pay.
3. Tax deduction at source (TDS) shall be deducted as necessary.

Note: Performance bonus is paid as a percentage (1%) of the revenues generated from the reports that you write/ titles that you suggest. It is paid monthly/ bi-monthly when we receive payment from the client. If multiple analysts work on a report, the 1% incentive is shared according to the work done.

For example, let's say that you wrote the report on the Animal feed market and it sells two copies at $5,000 each in January. Then you will earn 1% of $10,000 = Rs. 6,000/- as performance bonus. If the same report also sells another copy in February, then you will earn Rs. 3,000 in February as bonus, and so on.

The total performance bonus amount mentioned in the package above is merely a cap on the incentives that can be earned in a year.

KIARO
PURE GOOD. PURE JOY.

Ref No.MNR January, 2016
05th January, 2016

Dear Anshuman,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as **"Business Development Executive"** at our corporate office in Jubilee Hills – Journalist Colony, Hyderabad on the terms and conditions discussed with you.

Please note that this is a Letter of Intent (Offer letter) only and the formal Appointment letter spelling out the terms and conditions of your employment will be issued to you only on your joining and subject to satisfactory reference checks.

Please bring the following documents on the day of joining with you.

1. Passport size photographs – 05
2. Certificate for authenticating the date of birth
3. A copy of all the educational certificates (original for verification)
4. Previous employer's experience, Relieving letter and pay slip.
5. Residential Proof – Aadhar card/Ration card/Electricity bill
6. Copy of Pan Card.
7. For Id proof - Driving license /Voter ID Card/Passport

Kindly sign the duplicate copy of this letter and send us the same as a token of your acceptance indicating the joining date.

Thanking you,

For **MNR DAIRY FARMS**

Sharath Chandra Reddy Gattu
CEO

Accepted:

Anshuman Emmanuel Franky
Date:

KIARO
PURE GOOD. PURE JOY.

DETAILS OF COMPENSATION

Salary: - **INR 6, 00,000/- per annum.** (Six Lakhs Rupees Per annum only)

The Breakup of the salary will be communicated to you at the time of joining.

Accepted:

Anshuman Emmanuel Franky
Date:

भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

CTC Break-up

Name:	Sourabh Mohire		
Designation:	Assistant Manager	Location:	Mumbai

Sr No	Compensation Component	Per Month	Per Annum
1	Salary & Allowances		
1.1	Basic Pay @ 40% of fixed CTC	13,333.00	1,60,000.00
1.2	House Rent Allowance @ 50% of Basic Pay	6,667.00	80,000.00
1.3	Medical Reimbursement	1,250.00	15,000.00
1.4	Transport allowance	1,600.00	19,200.00
1.5	Education Allowance	200.00	2,400.00
1.6	Other Allowance	8,683.00	1,04,200.00
	Total Salary & Allowances (A)	**31,733.00**	**3,80,800.00**
2	Other Benefits		
2.1	Provident fund - 12% on Basic (employer contribution)	1,600.00	19,200.00
	Total Other Benefit (B)		
	Fixed CTC (C = A + B)	**33,333.00**	**4,00,000.00**

3	Annualised Benefits	
3.1	Group Personal Accident Insurance*	1,000.00
3.2	Group Mediclaim policy ** (Single/Married)	4,600.00
3.3	Group Term Life Insurance***	2,016.00
3.4	Mobile Reimbursement	9,600.00
3.5	Residence Phone Reimbursement	-
3.6	Broad Band Reimbursement	-
3.7	Gratuity, as per The Payment of Gratuity Act, 1972	7,692.00
3.8	Annual Executive Health check-up	5,000.00
	Total Annualised Benefits (D)	**29,908.00**
	Total CTC (C + D)	**4,29,908.00**
4	**Variable Pay (E)** **Maximum Earning Potential in Appraisal at Rating 5.**	85,000.00
	Total CTC (C+D+E)	**5,14,908.00**

* Group Personal Accident Insurance sum insured is Rs.10,00,000/- for self.

** Group Mediclaim policy covers Hospitalization medical for a sum insured of Rs. 2,00,000/- with a family floater (Self, spouse & up to 2 dependent children only)

*** Group Term Life Insurance - Coverage is maximum of Three times Fixed CTC.

Draft

भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

CTC Break-up

Name:	P. Saurabh		
Designation:	Assistant Manager	Location:	Mumbai

Sr No	Compensation Component	Per Month	Per Annum
1	Salary & Allowances		
1.1	Basic Pay @ 40% of fixed CTC	13,333.00	1,60,000.00
1.2	House Rent Allowance @ 50% of Basic Pay	6,667.00	80,000.00
1.3	Medical Reimbursement	1,250.00	15,000.00
1.4	Transport allowance	1,600.00	19,200.00
1.5	Education Allowance	200.00	2,400.00
1.6	Other Allowance	8,683.00	1,04,200.00
	Total Salary & Allowances (A)	**31,733.00**	**3,80,800.00**
2	Other Benefits		
2.1	Provident fund - 12% on Basic (employer contribution)	1,600.00	19,200.00
	Total Other Benefit (B)		
	Fixed CTC (C = A + B)	**33,333.00**	**4,00,000.00**

3	Annualised Benefits	
3.1	Group Personal Accident Insurance*	1,000.00
3.2	Group Mediclaim policy ** (Single/Married)	4,600.00
3.3	Group Term Life Insurance***	2,016.00
3.4	Mobile Reimbursement	9,600.00
3.5	Residence Phone Reimbursement	-
3.6	Broad Band Reimbursement	-
3.7	Gratuity, as per The Payment of Gratuity Act, 1972	7,692.00
3.8	Annual Executive Health check-up	5,000.00
	Total Annualised Benefits (D)	**29,908.00**
	Total CTC (C + D)	**4,29,908.00**
4	**Variable Pay (E)** **Maximum Earning Potential in Appraisal at Rating 5.**	85,000.00
	Total CTC (C+D+E)	**5,14,908.00**

* Group Personal Accident Insurance sum insured is Rs.10,00,000/- for self.

** Group Mediclaim policy covers Hospitalization medical for a sum insured of Rs. 2,00,000/- with a family floater (Self, spouse & up to 2 dependent children only)

*** Group Term Life Insurance - Coverage is maximum of Three times Fixed CTC.

Draft

भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

CTC Break-up

Name:	Shubham Birthare		
Designation:	Assistant Manager	Location:	Mumbai

Sr No	Compensation Component	Per Month	Per Annum
1	Salary & Allowances		
1.1	Basic Pay @ 40% of fixed CTC	13,333.00	1,60,000.00
1.2	House Rent Allowance @ 50% of Basic Pay	6,667.00	80,000.00
1.3	Medical Reimbursement	1,250.00	15,000.00
1.4	Transport allowance	1,600.00	19,200.00
1.5	Education Allowance	200.00	2,400.00
1.6	Other Allowance	8,683.00	1,04,200.00
	Total Salary & Allowances (A)	**31,733.00**	**3,80,800.00**
2	Other Benefits		
2.1	Provident fund - 12% on Basic (employer contribution)	1,600.00	19,200.00
	Total Other Benefit (B)		
	Fixed CTC (C = A + B)	**33,333.00**	**4,00,000.00**

3	Annualised Benefits	
3.1	Group Personal Accident Insurance*	1,000.00
3.2	Group Mediclaim policy ** (Single/Married)	4,600.00
3.3	Group Term Life Insurance***	2,016.00
3.4	Mobile Reimbursement	9,600.00
3.5	Residence Phone Reimbursement	-
3.6	Broad Band Reimbursement	-
3.7	Gratuity, as per The Payment of Gratuity Act, 1972	7,692.00
3.8	Annual Executive Health check-up	5,000.00
	Total Annualised Benefits (D)	**29,908.00**
	Total CTC (C + D)	**4,29,908.00**
4	**Variable Pay (E)** **Maximum Earning Potential in Appraisal at Rating 5.**	85,000.00
	Total CTC (C+D+E)	**5,14,908.00**

* Group Personal Accident Insurance sum insured is Rs.10,00,000/- for self.

** Group Mediclaim policy covers Hospitalization medical for a sum insured of Rs. 2,00,000/- with a family floater (Self, spouse & up to 2 dependent children only)

*** Group Term Life Insurance - Coverage is maximum of Three times Fixed CTC.

Draft

भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

CTC Break-up

Name:	Ajita Singh		
Designation:	Assistant Manager	Location:	Mumbai

Sr No	Compensation Component	Per Month	Per Annum
1	Salary & Allowances		
1.1	Basic Pay @ 40% of fixed CTC	13,333.00	1,60,000.00
1.2	House Rent Allowance @ 50% of Basic Pay	6,667.00	80,000.00
1.3	Medical Reimbursement	1,250.00	15,000.00
1.4	Transport allowance	1,600.00	19,200.00
1.5	Education Allowance	200.00	2,400.00
1.6	Other Allowance	8,683.00	1,04,200.00
	Total Salary & Allowances (A)	**31,733.00**	**3,80,800.00**
2	Other Benefits		
2.1	Provident fund - 12% on Basic (employer contribution)	1,600.00	19,200.00
	Total Other Benefit (B)		
	Fixed CTC (C = A + B)	**33,333.00**	**4,00,000.00**

3	Annualised Benefits	
3.1	Group Personal Accident Insurance*	1,000.00
3.2	Group Mediclaim policy ** (Single/Married)	4,600.00
3.3	Group Term Life Insurance***	2,016.00
3.4	Mobile Reimbursement	9,600.00
3.5	Residence Phone Reimbursement	-
3.6	Broad Band Reimbursement	-
3.7	Gratuity, as per The Payment of Gratuity Act, 1972	7,692.00
3.8	Annual Executive Health check-up	5,000.00
	Total Annualised Benefits (D)	**29,908.00**
	Total CTC (C + D)	**4,29,908.00**
4	**Variable Pay (E)** **Maximum Earning Potential in Appraisal at Rating 5.**	85,000.00
	Total CTC (C+D+E)	**5,14,908.00**

* Group Personal Accident Insurance sum insured is Rs.10,00,000/- for self.

** Group Mediclaim policy covers Hospitalization medical for a sum insured of Rs. 2,00,000/- with a family floater (Self, spouse & up to 2 dependent children only)

*** Group Term Life Insurance - Coverage is maximum of Three times Fixed CTC.

Draft

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Mr. Kapadia Sagar Kartikbhai,
C/o IBS Business School, Hyderabad

Dear Kapadia Sagar Kartikbhai,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Mr. Kapadia Sagar Kartikbhai,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

NUEVORA
Outthink. Outperform.

Ref: HRD: NATPL: OFF2015

Dt: 30th November, 2015

Nishtha Rastogi,
Hyderabad.

Dear Nishta,

Subsequent to the discussions we have had over the last few days, we are pleased to offer you the position of **Business Analyst** at our Hyderabad Offices. You will be reporting directly to the senior member of the team as determined by management. We have enjoyed our conversations and I am delighted to extend this offer to you.

You will have the opportunity to work with some of the best and the brightest in the high-tech industry at an international level and be challenged to innovate, produce and help our clients market some of the most exciting analytical models and software solutions in the industry with global appeal.

We believe that your skills and experience will be of immense value to the growth of Nuevora Analytics Technologies Pvt. Ltd.

We are confident that you will make a significant contribution to the Company and you will find the work rewarding and career enriching for you. You will be required to join no later than 01st April, 2016.

You will be on Probation for the first Six months of your employment with the Company. The Company will confirm your employment after the probation period, based on your satisfactory performance and demonstrated commitment.

We are excited to have you on board and look forward to working with you in creating a successful and long-lasting organization.

Also note that this offer will be cancelled automatically unless you sign and accept this offer letter and return a copy of it to us before 5:00 P.M IST on 30th November, 2015 Monday.

Please find below your compensation and other details pertaining to this offer.

For Nuevora Analytics Technologies Pvt. Ltd.

Sincerely,

NUEVORA ANALYTICS TECHNOLOGIES PVT. LTD. HYDERABAD

Mallikarjuna Rao. P
Senior Director, Operations

RECIVED AND ACCEPTED
nishtha
30/11/2015
Tentative date of joining
1/4/2016

NUEVORA
Outthink. Outperform.

All Amounts in Rupees	**Monthly**	**Annualized**
Basic Salary	18,333.00	2,19,996.00
House Rent Allowance	7,333.00	87,996.00
Transport Allowance	800.00	9,600.00
Special Allowance	17,568.00	2,10,816.00
Gross Monthly Salary	**44,034.00**	**5,28,408.00**
Variable Annual Retention / Performance Bonus		50,000.00
Gross Annual Salary		**5,78,408.00**
Statutory Components*		
PF (Company contribution)	1800.00	21,600.00
Cost-to-Company	**45,834.00**	**6,00,008.00**

*As per Company & Statutory regulations

You will also be eligible to receive a Variable Annual Retention / Performance Bonus up to the amount as outlined above. You're Variable Annual Retention / Performance Bonus is determined based on your successful completion of one year from 01st April, 2016 with the company and based on your satisfactory performance and subject to management approval. However, if you are serving in notice period as on 31st March, 2017, then you will not be eligible to receive this Variable Annual Retention / Performance Bonus.

In the event of your service is being terminated by the Company, other than for performance related reasons or for violations of Company policies, the Company will give you one month notice or pay one month basic salary in lieu of the notice period. In the event you decide to terminate your employment with the Company, you will be required to give a notice of one month or one month of basic Salary in lieu of the notice period, which is subject to any other agreements you may sign.

You will be required to sign a standard employment agreement of Nuevora Analytics Technologies Pvt. Ltd. regarding confidentiality of information and other clauses. You will be governed by all other terms and conditions of service applicable to the employees of the Company that are in operation at present and that may be brought into force from time to time.

Please sign both copies of this offer letter and return one of them to the Company as a confirmation of your acceptance of this offer. Your offer is subject to verification of your background and relevant educational/experience credentials as submitted by you. The Company reserves the right to cancel this offer in case if any information furnished by you is found to be false.

At the time of joining, please also let us have the following certificates:

- Four passport size photographs
- The date of birth certificate
- All educational qualification certificates from undergraduate onwards
- Relieving letter from your past employer
- Experience letters from all your past employers
- Last salary slip
- Photocopy of Passport (or any other residence proof) & PAN Card
- Appointment letter

NUEVORA ANALYTICS TECHNOLOGIES PVT. LTD. * HYDERABAD

NTT DATA
Global IT Innovator

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Mr. Rohit Verma,
C/o IBS Business School, Hyderabad

Dear Rohit Verma,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Mr. Rohit Verma,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

NUEVORA
Outthink. Outperform.

Ref: HRD: NATPL: OFF2015

Dt: 30th November, 2015

Anupam Vats,
Hyderabad.

Dear Anupam,

Subsequent to the discussions we have had over the last few days, we are pleased to offer you the position of **Business Analyst** at our Hyderabad Offices. You will be reporting directly to the senior member of the team as determined by management. We have enjoyed our conversations and I am delighted to extend this offer to you.

You will have the opportunity to work with some of the best and the brightest in the high-tech industry at an international level and be challenged to innovate, produce and help our clients market some of the most exciting analytical models and software solutions in the industry with global appeal.

We believe that your skills and experience will be of immense value to the growth of Nuevora Analytics Technologies Pvt. Ltd.

We are confident that you will make a significant contribution to the Company and you will find the work rewarding and career enriching for you. You will be required to join no later than 01st April, 2016.

You will be on Probation for the first Six months of your employment with the Company. The Company will confirm your employment after the probation period, based on your satisfactory performance and demonstrated commitment.

We are excited to have you on board and look forward to working with you in creating a successful and long-lasting organization.

Also note that this offer will be cancelled automatically unless you sign and accept this offer letter and return a copy of it to us before 5:00 P.M IST on 30th November, 2015 Monday.

Please find below your compensation and other details pertaining to this offer.

For Nuevora Analytics Technologies Pvt. Ltd.

Sincerely,

NUEVORA ANALYTICS TECHNOLOGIES PVT. LTD. HYDERABAD

Mallikarjuna Rao. P
Senior Director, Operations

RECEIVED AND ACCEPTED.

Anupam Vats
30/11/15

TENTATIVE DATE OF JOINING : 01/04/16

NUEVORA
Outthink. Outperform.

All Amounts in Rupees	**Monthly**	**Annualized**
Basic Salary	18,333.00	2,19,996.00
House Rent Allowance	7,333.00	87,996.00
Transport Allowance	800.00	9,600.00
Special Allowance	17,568.00	2,10,816.00
Gross Monthly Salary	**44,034.00**	**5,28,408.00**
Variable Annual Retention / Performance Bonus		50,000.00
Gross Annual Salary		**5,78,408.00**
Statutory Components*		
PF (Company contribution)	1800.00	21,600.00
Cost-to-Company	**45,834.00**	**6,00,008.00**

*As per Company & Statutory regulations

You will also be eligible to receive a Variable Annual Retention / Performance Bonus up to the amount as outlined above. You're Variable Annual Retention / Performance Bonus is determined based on your successful completion of one year from 01st April, 2016 with the company and based on your satisfactory performance and subject to management approval. However, if you are serving in notice period as on 31st March, 2017, then you will not be eligible to receive this Variable Annual Retention / Performance Bonus.

In the event of your service is being terminated by the Company, other than for performance related reasons or for violations of Company policies, the Company will give you one month notice or pay one month basic salary in lieu of the notice period. In the event you decide to terminate your employment with the Company, you will be required to give a notice of one month or one month of basic Salary in lieu of the notice period, which is subject to any other agreements you may sign.

You will be required to sign a standard employment agreement of Nuevora Analytics Technologies Pvt. Ltd. regarding confidentiality of information and other clauses. You will be governed by all other terms and conditions of service applicable to the employees of the Company that are in operation at present and that may be brought into force from time to time.

Please sign both copies of this offer letter and return one of them to the Company as a confirmation of your acceptance of this offer. Your offer is subject to verification of your background and relevant educational/experience credentials as submitted by you. The Company reserves the right to cancel this offer in case if any information furnished by you is found to be false.

At the time of joining, please also let us have the following certificates:

- Four passport size photographs
- The date of birth certificate
- All educational qualification certificates from undergraduate onwards
- Relieving letter from your past employer
- Experience letters from all your past employers
- Last salary slip
- Photocopy of Passport (or any other residence proof) & PAN Card
- Appointment letter

NUEVORA ANALYTICS TECHNOLOGIES PVT. LTD. HYDERABAD

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Mr. Vivek Rao Nelli,
C/o IBS Business School, Hyderabad

Dear Vivek Rao Nelli,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Mr. Vivek Rao Nelli,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

NTT DATA
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NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Mr. Nikhil Chandrakant Parab,
C/o IBS Business School, Hyderabad

Dear Nikhil Chandrakant Parab,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Narasimha Rao

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

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NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

CONFIDENTIAL

Mr. Nikhil Chandrakant Parab,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

website www.nttdata.com/apac/ndfs **email** ndfs.contact@nttdata.com **telephone** +91 80 42100 400 **facsimile** +91 80 42100 327

NTT DATA
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NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Mr. Nitish Sharma,
C/o IBS Business School, Hyderabad

Dear Nitish Sharma,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Mr. Nitish Sharma,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Thanks!

Parthiban Bhavanisankar <parthiban.bhavanisankar@oracle.com> Fri, Dec 18, 2015 at 5:15 PM
To: M S Prasad <msprasad@ibsindia.org>

Dear Sir,

We are happy to offer a position with OFSS for the below mentioned candidates.

Ayon – 9.39 Lakhs CTC

Sujoy – 7.3 Lakhs CTC

Kindly let me know the offer acceptance status from the candidate.

Thanks in advance.

Best regards.

Parthi

From: M S Prasad [mailto:msprasad@ibsindia.org]
Sent: 17 December 2015 22:32
To: Parthiban Bhavanisankar <parthiban.bhavanisankar@oracle.com>
Subject: RE: Thanks!

[Quoted text hidden]

NTT DATA
Global IT Innovator

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Mr. Devashish Nivatti,
C/o IBS Business School, Hyderabad

Dear Devashish Nivatti,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Narasimharao

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Mr. Devashish Nivatti,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Thanks!

Parthiban Bhavanisankar <parthiban.bhavanisankar@oracle.com> Fri, Dec 18, 2015 at 5:15 PM
To: M S Prasad <msprasad@ibsindia.org>

Dear Sir,

We are happy to offer a position with OFSS for the below mentioned candidates.

Ayon – 9.39 Lakhs CTC

Sujoy – 7.3 Lakhs CTC

Kindly let me know the offer acceptance status from the candidate.

Thanks in advance.

Best regards.

Parthi

From: M S Prasad [mailto:msprasad@ibsindia.org]
Sent: 17 December 2015 22:32
To: Parthiban Bhavanisankar <parthiban.bhavanisankar@oracle.com>
Subject: RE: Thanks!

[Quoted text hidden]

Date: 28th December 2015

Mr. Daggupati Charan Kumar
S/o Mr. Daggupati Sadasiva Naidu
20-3-124/ic, Sanjay Gandhi Colony
Tirupati, Chittoor
Andhra Pradesh

OFFER FOR EMPLOYMENT

Dear Charan,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as **Management Trainee.** This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of **June – 2016 (tentatively)**. On your first day of employment, you will need to report at 10:00 am at **ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).**

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be **Rs. 6,00,000/- (Rupees Six Lakhs Only)**. Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. The detailed break-up of the compensation offered to you is outlined in **Annexure - A** to this letter.

4. Your **location of posting will be communicated to you in due time**. However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of **One (1) Year**

7. Management expects long term & mutually beneficial relationship with all its employees including you. However, provisions of the employment contract, can be terminated from either side by giving 1 (one) month notice during probation period and thereafter by giving 3 (three) months notice, in writing or by paying Basic salary in lieu of notice.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:

    a. True copies of educational certificates along with originals.
    b. Proof of Date of Birth.
    c. Three recent pass-port size photographs.
    d. Photo ID proof
    e. Address proof

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions and report for duty as per the date of joining communicated. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,

For **ORIENT CEMENT LIMITED**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Annexure – A

Name:	MR. DAGGUPATI CHARAN KUMAR	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2016	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	20000	240000
House Rent Allowance (HRA)	0	0
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowance	19322	231864
Sub Total (A)	**44972**	**539664**
Statutory Benefits (B)		
P.F (Employer Contribution)	2400	28800
Gratuity	962	11538
Sub Total (B)	**3362**	**40338**
Reimbursement ('C)		
L.T.A	1667	20000
Sub Total (C')	**1667**	**20000**
Total (A+B+C)	**50001**	**600002**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Date: 28th December 2015

Mr. G. V. D. Shree Harsha
S/o Mr. G. V. R. K. N. S. S. Sarma
50-59-1/3, Flat No. 403, Geeta Mansion -4
Rajendra Nagar, Seethammapetha
Vishakhapatnam
Andhra Pradesh

OFFER FOR EMPLOYMENT

Dear Shree Harsha,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as **Management Trainee.** This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of **June – 2016 (tentatively)**. On your first day of employment, you will need to report at 10:00 am at **ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).**

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be **Rs. 4,75,000/- (Rupees Four Lakh Seventy Five Thousand Only)**. Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. The detailed break-up of the compensation offered to you is outlined in **Annexure - A** to this letter.

4. Your **location of posting will be communicated to you in due time**.. However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of **One (1) Year**

7. Management expects long term & mutually beneficial relationship with all its employees including you. However, provisions of the employment contract, can be terminated from either side by giving 1 (one) month notice during probation period and thereafter by giving 3 (three) months notice, in writing or by paying Basic salary in lieu of notice.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:

    a. True copies of educational certificates along with originals.
    b. Proof of Date of Birth.
    c. Three recent pass-port size photographs.
    d. Photo ID proof
    e. Address proof

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions and report for duty as per the date of joining communicated. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,

For **ORIENT CEMENT LIMITED**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Annexure – A

Name:	G. V. D. SHREE HARSHA	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2016	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	15833	189996
House Rent Allowance (HRA)	0	0
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	14121	169452
Sub Total (A)	**35604**	**427248**
Statutory Benefits (B)		
P.F (Employer Contribution)	1900	22800
Gratuity	761	9134
Sub Total (B)	**2661**	**31934**
Reimbursement ('C)		
L.T.A	1319	15833
Sub Total (C')	**1319**	**15833**
Total (A+B+C)	**39584**	**475015**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

Ref no: HR/Offer/2016

February 23rd 2016,
Ms. Hemlata Negi,
C/o IBS Business School, Hyderabad

Dear Hemlata Negi,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.

Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Pejawar Narasimha Rao
Chief Operating Officer

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

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Ms. Hemlata Negi,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

Date: 28th December 2015

Mr. Nitulkumar Nakrani
S/o Mr. Maganlal Nakrani
B-9 Navin Fluorine Colony
Bhestan, Surat
Gujarat

OFFER FOR EMPLOYMENT

Dear Nitul,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as **Management Trainee.** This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of **June – 2016 (tentatively)**. On your first day of employment, you will need to report at 10:00 am at **ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).**

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be **Rs. 4,75,000/- (Rupees Four Lakh Seventy Five Thousand Only)**. Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. The detailed break-up of the compensation offered to you is outlined in **Annexure - A** to this letter.

4. Your **location of posting will be communicated to you in due time**. However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of **One (1) Year**

7. Management expects long term & mutually beneficial relationship with all its employees including you. However, provisions of the employment contract, can be terminated from either side by giving 1 (one) month notice during probation period and thereafter by giving 3 (three) months notice, in writing or by paying Basic salary in lieu of notice.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:

    a. True copies of educational certificates along with originals.
    b. Proof of Date of Birth.
    c. Three recent pass-port size photographs.
    d. Photo ID proof
    e. Address proof

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions and report for duty as per the date of joining communicated. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,

For **ORIENT CEMENT LIMITED**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
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Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Annexure – A

Name:	NITULKUMAR NAKRANI	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2016	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	15833	189996
House Rent Allowance (HRA)	0	0
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	14121	169452
Sub Total (A)	**35604**	**427248**
Statutory Benefits (B)		
P.F (Employer Contribution)	1900	22800
Gratuity	761	9134
Sub Total (B)	**2661**	**31934**
Reimbursement ('C)		
L.T.A	1319	15833
Sub Total (C')	**1319**	**15833**
Total (A+B+C)	**39584**	**475015**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
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CIN No : L26940OR2011PLC013933

Offer Letter

29th October 2015

Dear Sakshi,

We are delighted to offer you the position of **Account Manager - Corporate** at Oyster Learning Private Limited.

As an employee you will be expected to demonstrate highest level of commitment towards outstanding quality & results that exceed client expectations. In return, we are committed to provide you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We are confident you will find this opportunity both challenging and rewarding. Following is your offer letter –

Title: Account Manager - Corporate
Probation Period: 3 months
CTC: 7.2 lacs per annum
Fixed Component: 3.6 lacs per annum in probation which will move to 4.2 lacs per annum on confirmation
Variable Component: 2.4 lacs per annum
Expenses: 0.6 lacs per annum that will include Mobile & Travel reimbursements on actuals, Internet & Laptop Maintenance Allowances
Benefits: Medical Insurance
Date of Joining: 1st March 2016
Reporting Relationship: To the Director of the organization
Job Location: Noida

Job Description: Following are the key deliverables expected from you-

1. Engage with Industry Experts and Students to ensure smooth execution of projects resulting in repeat business.
2. Analyze possible challenges that may come up and fix them proactively.
3. Create and implement processes that improve your efficiency as a Project Manager
4. To engage with Industry Experts to bring more projects on the portal
5. Come up with strategies to establish OysterConnect.com as the Live Project Partner amongst the SMEs & Top companies

This offer letter is valid subject to you joining on the above mentioned date. Your detailed Appointment letter will be shared on joining.

We look forward to a wonderful and long term association together.

For Oyster Learning Private Limited

Pragya Sharma
Manager – Human Resources

ADITYA BIRLA

pantaloons

Date: 08th January 2015

Mr/Ms Harsh Gupta

Institute IBS - HYDERABAD

LETTER OF OFFER

Dear Mr. Harsh,

Congratulations! Subsequent to your assessment with us, we are pleased to offer you the position of **"PEARL Management Trainee- BLP"** in our organization at a Cost to the Company of Rs. **6,42,885/-** (Rupees six lakhs forty-two thousand, eight hundred eighty-five only).

Your employment commences from the date of your reporting, which shall not be later than July-15. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by PFRL. This offer of Employment is subject to successful completion of your degree and clearance of medical test.

A performance bonus (based on evaluation) of Rs. 60,000/-, subject to deduction of Income Tax will be paid to you in two equal instalments only in the first assessment year ; 2nd year onwards you will be aligned with the store incentive plan.

*Please note that individual compensation is personal and confidential. Sharing this information with anyone within or outside the organisation, will be considered as violation of Group Values

For Pantaloons Fashion & Retail Ltd,

Kankan Bose

Kankan Bose
Group Manager – Human Resources

Pantaloons Fashion & Retail Limited

Regd. Office : 701-704. 7th Floor, Skyline Icon Business Park, 86-92 Off Andheri-Kurla Road, Marol Village, Andheri East, Mumbai, Maharashtra – 400059, India.
CIN : L18101MH2007PLC233901.
Email pfrl@pantaloons.adityabirla.com, Website : www.pantaloons.com

Zonal Office (East) : 22, Camac Street. Block-B, 3rd Floor. Kolkata, West Bengal - 700016, India
Telephone : +91-3339849280 Website - www.pantaloons.com

Ozonetel Systems Pvt. Ltd
6-3-1090/B/2, 1st Floor
Mayank Towers
Rajbhavan Road,
Somajiguda
Hyderabad-500082
Phone 1 800 200 0820

APPOINTMENT LETTER

Date: 20th January, 2016

To
Mr Nitish Narayanan,
L-4/62, Vidhyanagar Flats,
Near Himmatlal Park 2,
Ambavadi, Ahmedabad- 380015

Dear Nitish,

Further to your application for employment with us , and subsequent interview , we are delighted to offer you the role of **ASM- Inside Sales** with the following terms and conditions

1. Your Appointment will be in the grade **A5**.

2. Your initial positing will be at **Hyderabad**

3. You will be paid annually **Rs.6,00,000/-**(Rupees Six Lakhs Only). In addition you will be eligible **Rs.1,00,000**/-(One Lakh Only) as performance incentive (PI) tied to your KPIs . Performance incentive will be paid based on meeting performance. Your remuneration structure can be modified or revised by the Management at its sole discretion with out adversely affecting the total emoluments. All taxes on your income will be payable by you. The detailed salary structure is as per **Annexure -1**

4. Incentive will depend on the overall score derived from performance measurement and business target achievement. Basis targets set for each qtr on which incentives will be disbursed

Performance measurement will be done on work competencies on a 5 point scale

1. 1- Below expectations, 2- Meets some expectations, 3- Meets expectations, 4- Exceeds expectations, 5- Out standing.

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Mayank Towers
Rajbhavan Road,
Somajiguda
Hyderabad-500082
Phone 1 800 200 0820

2. Business target achievement - to be measured as % of target.

5. In addition to above compensation , the company shall provide group insurance covering personal accident insurance of Rs 3 Lacs and mediclaim upto Rs 1 Lac for the employee. Under the mediclaim policy five dependents (parents/spouse and children) of the employee are covered. After one month of Joining.

6. You will be reporting to the **Mr. Sandilya- Manager Inside Sales**

7. You will be eligible for a mobile expenses reimbursement of **Rs 2000/**- per month subject to production of bills.

8. You are requested to join on or before **1st March, 2016**

9. All increments in salary shall be discretionary and shall be subject to performance appraisal, which shall be made periodically.

10. You are entitled to 15 days privilege leaves, and 12 days casual leaves per annum in a year (on prorate basis) during your service with Ozonetel Systems Pvt Ltd .Your leave entitlement must be taken within the year and no more than 2 weeks may be taken consecutively at any time. The leave year runs January to December.

11. As is standard for those involved in a software environment, normal office hours do not apply. However you are expected to complete a 40hours-week as a minimum and where necessary from time to time continue working outside normal office hours. As you are a member of a team, it is essential to retain core-working hours, and these are from 9.00 am to 5.30 pm, Monday to Friday, with half an hour lunch break daily. We expect your co-operation in this regard.

12. You will be on probation for a period of six months. Your appointment is confirmed ,by default , on completion of six months unless and otherwise extended , which will be intimated to you , in writing.

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13. The company may terminate your services at any time by giving you one month's notice or payment of one month's salary in lieu of the notice. Similarly In case you decide to leave the services of the company, you have to give one month notice in writing or payment of one month's salary. However, during the period of probation, your services are liable for termination with a two weeks notice on either side.

    For this purpose salary means Cost to Company (CTC).

14. Your services, at the sole discretion of the Management, are liable to be transferred to any other office / department of the company at any other location, or any other subsidiary / associate companies at any place. In such an event, your employment is governed by the services conditions of the division / establishment / associate company to which your services are transferred.

15. In the matter of conduct, discipline and other aspects of your employment, you will be governed by the Rules and Regulations of the Company in force from time to time.

16. During the course of your employment, you will discharge your duties efficiently and diligently to the best of your ability and shall devote your whole time and attention to the interest of the company and carry our duties and work as assigned to you will obey and comply with all the lawful orders and directions given to you by your superior or other authorized officers of the company. You will honestly and faithfully serve the company and your utmost endeavor to promote the interest of the company

17. You will not at any time without written consent of the competent authority of the company, disclose or divulge or make public ,except under legal obligations , any information regarding the company's activities , administration or research carried out whether the same may be confined to you or become known to you in course of your service or otherwise. You are required to sign a Proprietary Information Agreement as per **Annexure - II.**

18. During your employment with Ozonetel systems pvt ltd and for a period of twelve (12) months there after, you shall not seek employment with any organization that is directly or indirectly engaged in same/similar business activities as Ozonetel systems pvt ltd. Further, you yourself shall not, directly or indirectly, enter into business activities that are similar to those undertaken by Ozonetel systems Pvt Ltd.

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19. You will be responsible for safekeeping / return in good condition and order, of all the properties of the company that may have been entrusted to you from time to time of work / use / charge. If you fail to account for any property so entrusted to you or for which you are responsible , the company will have the right to deduct the money value of such property from your dues apart from its right to take any appropriate action as deemed fit

20. You will not make any public statement regarding Ozonetel Systems Pvt. Ltd.'s business interest without prior written consent from the authorities.

21. You will keep the company informed of any change in your residential address or in your civilian status with out fail.

22. It is essentially expected of you to project and maintain exemplary conduct, ethics and character befitting the image of the company within as well as out side the organization.

23. You will not accept any commission or any kind of gratification in cash or kind from any person, firm, institution or organization having dealings with the company and if you are offered any, will immediately report the same to the management in writing.

24. If in the opinion of the management you are found to be guilty of breach of any of the above clause, other rules and regulation, in subordination, gross negligence of the duty, dishonesty or placing personal consideration above the company's interest in any business dealings or involvement any unlawful acts under any statue the Management can relieve you from the services forthwith.

25. Your appointment and continuation in employment of the company will be further subject to you being and remaining medically fit.

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Phone 1 800 200 0820

26. For all the matters not explicit in the appointment letter, you will be governed by the company's rules and regulations from time to time.

We enclose the letter in duplicate and request you to kindly return the copy signed and dated by you in token of you having accepted the foresaid terms and conditions of the employment.

We look forward to a mutually beneficial association.

Yours Faithfully

For Ozonetel Systems Pvt.Ltd.

Murthy Chintalapati
President & CEO

Accepted by

Name:

Ozonetel Systems Pvt. Ltd
6-3-1090/B/2, 1st Floor
Mayank Towers
Rajbhavan Road,
Somajiguda
Hyderabad-500082
Phone 1 800 200 0820

Annexure - 1

Particulars	Per Month Rs.	Per Annum Rs.	Remarks
Basic pay	20000	240000	
House Rent Allowance	8000	96000	(@ 40% on basic)
Children Education Allowance	800	9600	
Transport Allowance	800	9600	
Special Allowance	16750	201004	
Medical Reimbursement	1250	14996	(Reimb based on submission of bills)
Employer's Contribution to PF	2400	28800	(12% of Basic)
Total cost to Company	50000	600000	
Performance linked Bonus		100000	As per Appointment Letter
Total cost to Company (CTC)		**700000**	

Panasonic

Panasonic India Pvt. Ltd.
12th Floor, Ambience Tower, Ambience Island,
NH-8, Gurgaon, Haryana-122002, India.
Tel.: +91-124-4751300
Fax: +91-124-4751333

DT: 25/11/2015

Mr. Siddharth Mittal,
IBS, Hyderabad

Sub: Letter of Intent for employment

Dear Mr. /~~Ms.~~ Siddharth,

With reference to our discussions, we are pleased to offer you an appointment as Management Trainee-2016(Sales & Marketing) in our company.

In this regard, we confirm our intent to offer you the aforesaid role as per the Compensation details finalised during our meeting.

You shall be on probation for a period of six months from the date of your joining.

As mutually agreed upon, you will join the services of the company w. e. f. 11th January '2016.

The detailed letter of Appointment will be issued to you on the date of joining.

Terms & Conditions of your employment are as follows:

- **Your CTC will be INR 6, 50, 000 per annum.**
- **You shall be entitled to additional benefits like Mobile Phones reimbursement, etc.**

On the day of joining you would be required to carry out original of the following documents- Birth Certificate (10th Certificate), Academic/ Professional Qualification certificates, PAN card, 4 Passport size.

In case of any backlog, this offer letter will be automatically withdrawn.

Yours faithfully,

For Panasonic India Pvt. Ltd.

PEYU GUPTA
TEAM HEAD – BUSINESS HR

Ozonetel Systems Pvt. Ltd
6-3-1090/B/2, 1st Floor
Mayank Towers
Rajbhavan Road,
Somajiguda
Hyderabad-500082
Phone 1 800 200 0820

APPOINTMENT LETTER

Date: 20th January, 2016

To
Ms Ashita Gupta,
2 Chha1, 2, Kamla Nehru Nagar,
Ajmer road, Bhakorta,
Jaipur. 302021

Dear Ashita,

Further to your application for employment with us , and subsequent interview , we are delighted to offer you the role of **ASM- Inside Sales** with the following terms and conditions

1. Your Appointment will be in the grade **A5**.
2. Your initial positing will be at **Hyderabad**
3. You will be paid annually **Rs.6,00,000/-**(Rupees Six Lakhs Only). In addition you will be eligible **Rs.1,00,000**/-(One Lakh Only) as performance incentive (PI) tied to your KPIs . Performance incentive will be paid based on meeting performance. Your remuneration structure can be modified or revised by the Management at its sole discretion with out adversely affecting the total emoluments. All taxes on your income will be payable by you. The detailed salary structure is as per **Annexure -1**
4. Incentive will depend on the overall score derived from performance measurement and business target achievement. Basis targets set for each qtr on which incentives will be disbursed

Performance measurement will be done on work competencies on a 5 point scale

1. 1- Below expectations, 2- Meets some expectations, 3- Meets expectations, 4- Exceeds expectations, 5- Out standing

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2. Business target achievement - to be measured as % of target.

5. In addition to above compensation , the company shall provide group insurance covering personal accident insurance of Rs 3 Lacs and mediclaim upto Rs 1 Lac for the employee. Under the mediclaim policy five dependents (parents/spouse and children) of the employee are covered. After one month of Joining.

6. You will be reporting to the **Mr. Sandilya- Manager Inside Sales**

7. You will be eligible for a mobile expenses reimbursement of **Rs 2000/**- per month subject to production of bills.

8. You are requested to join on or before **1st March, 2016**

9. All increments in salary shall be discretionary and shall be subject to performance appraisal, which shall be made periodically.

10. You are entitled to 15 days privilege leaves, and 12 days casual leaves per annum in a year (on prorate basis) during your service with Ozonetel Systems Pvt Ltd .Your leave entitlement must be taken within the year and no more than 2 weeks may be taken consecutively at any time. The leave year runs January to December.

11. As is standard for those involved in a software environment, normal office hours do not apply. However you are expected to complete a 40hours-week as a minimum and where necessary from time to time continue working outside normal office hours. As you are a member of a team, it is essential to retain core-working hours, and these are from 9.00 am to 5.30 pm, Monday to Friday, with half an hour lunch break daily. We expect your co-operation in this regard.

12. You will be on probation for a period of six months. Your appointment is confirmed ,by default , on completion of six months unless and otherwise extended , which will be intimated to you , in writing.

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13. The company may terminate your services at any time by giving you one month's notice or payment of one month's salary in lieu of the notice. Similarly In case you decide to leave the services of the company, you have to give one month notice in writing or payment of one month's salary. However, during the period of probation, your services are liable for termination with a two weeks notice on either side.

    For this purpose salary means Cost to Company (CTC).

14. Your services, at the sole discretion of the Management, are liable to be transferred to any other office / department of the company at any other location, or any other subsidiary / associate companies at any place. In such an event, your employment is governed by the services conditions of the division / establishment / associate company to which your services are transferred.

15. In the matter of conduct, discipline and other aspects of your employment, you will be governed by the Rules and Regulations of the Company in force from time to time.

16. During the course of your employment, you will discharge your duties efficiently and diligently to the best of your ability and shall devote your whole time and attention to the interest of the company and carry our duties and work as assigned to you will obey and comply with all the lawful orders and directions given to you by your superior or other authorized officers of the company. You will honestly and faithfully serve the company and your utmost endeavor to promote the interest of the company

17. You will not at any time without written consent of the competent authority of the company, disclose or divulge or make public ,except under legal obligations , any information regarding the company's activities , administration or research carried out whether the same may be confined to you or become known to you in course of your service or otherwise. You are required to sign a Proprietary Information Agreement as per **Annexure - II.**

18. During your employment with Ozonetel systems pvt ltd and for a period of twelve (12) months there after, you shall not seek employment with any organization that is directly or indirectly engaged in same/similar business activities as Ozonetel systems pvt ltd. Further, you yourself shall not, directly or indirectly, enter into business activities that are similar to those undertaken by Ozonetel systems Pvt Ltd.

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19. You will be responsible for safekeeping / return in good condition and order, of all the properties of the company that may have been entrusted to you from time to time of work / use / charge. If you fail to account for any property so entrusted to you or for which you are responsible , the company will have the right to deduct the money value of such property from your dues apart from its right to take any appropriate action as deemed fit

20. You will not make any public statement regarding Ozonetel Systems Pvt. Ltd.'s business interest without prior written consent from the authorities.

21. You will keep the company informed of any change in your residential address or in your civilian status with out fail.

22. It is essentially expected of you to project and maintain exemplary conduct, ethics and character befitting the image of the company within as well as out side the organization.

23. You will not accept any commission or any kind of gratification in cash or kind from any person, firm, institution or organization having dealings with the company and if you are offered any, will immediately report the same to the management in writing.

24. If in the opinion of the management you are found to be guilty of breach of any of the above clause, other rules and regulation, in subordination, gross negligence of the duty, dishonesty or placing personal consideration above the company's interest in any business dealings or involvement any unlawful acts under any statue the Management can relieve you from the services forthwith.

25. Your appointment and continuation in employment of the company will be further subject to you being and remaining medically fit.

Ozonetel Systems Pvt. Ltd
6-3-1090/B/2, 1st Floor
Mayank Towers
Rajbhavan Road,
Somajiguda
Hyderabad-500082
Phone 1 800 200 0820

26. For all the matters not explicit in the appointment letter, you will be governed by the company's rules and regulations from time to time.

We enclose the letter in duplicate and request you to kindly return the copy signed and dated by you in token of you having accepted the foresaid terms and conditions of the employment.

We look forward to a mutually beneficial association.

Yours Faithfully

For Ozonetel Systems Pvt.Ltd.

Murthy Chintalapati
President & CEO

Accepted by

Name:

Ozonetel Systems Pvt. Ltd
6-3-1090/B/2, 1st Floor
Mayank Towers
Rajbhavan Road,
Somajiguda
Hyderabad-500082
Phone 1 800 200 0820

Annexure - 1

Particulars	Per Month Rs.	Per Annum Rs.	Remarks
Basic pay	20000	240000	
House Rent Allowance	8000	96000	(@ 40% on basic)
Children Education Allowance	800	9600	
Transport Allowance	800	9600	
Special Allowance	16750	201004	
Medical Reimbursement	1250	14996	(Reimb based on submission of bills)
Employer's Contribution to PF	2400	28800	(12% of Basic)
Total cost to Company	50000	600000	
Performance linked Bonus		100000	As per Appointment Letter
Total cost to Company (CTC)		**700000**	

To, **Date: 21st March 2016**

Ms. CH.Sai Sumana,
Seethamadhara, Visakhapatnam.
Mobile: 9848194438

Dear Ms.Sumana,

Sub: Offer of Retainership

With reference to the discussions we had, we are pleased to inform you that your services as **Management Trainee-HR** will be utilized by us purely on retainer ship basis, subject to the following terms & conditions:

1) This arrangement of retainer ship will be valid for an initial period of six months from 21st Mar 2016 to 30th Sept 2016 and the same may be renewed depending upon the requirement and mutual agreement.

2) You will be paid a retainer fee of Rs **3.5 Lacs CTC** per p.a, by way of cheque only, subject to applicable TDS. You will not be entitled to any other allowance or remuneration other than the amount mentioned above.

3) However, you are entitled to reimbursement of traveling, boarding/ lodging & out of pocket expenses on actuals as per the Company norms on submission of bills, in case you are required to travel outside the present place of stay on specific instructions only.

4) You are required to attend all official requirements on regular basis & submit report on the same at periodic intervals.

5) Either party reserves the right to terminate this arrangement of retainer ship by giving one month notice.

6) Any information shared with you is to be treated as confidential and you are expressly prohibited to disclose & divulge the same to any third party or parties without our permission.

7) You are requested to join us on or before **1st April 2016.**

We look forward to a mutually enriching association and valuable advice from time to time.

In token of acceptance of this offer of retainer ship, kindly sign & return us the second copy.

FOR PENNA CEMENT INDUSTRIES LIMITED

B.SHRUTHI
SR.MANAGER-HR

Accepted:-

Signature: ----------

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/306

March 30, 2016

Mr. Rahul Jain
Sunder Bhawan Makronia Chowk,
Sagar, MP - 470004

Offer of Employment in PNB Housing Finance Limited

Dear Rahul,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Rahul Jain	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/312

March 30, 2016

Mr. Sivaranjani
141, B2/1, Mahalakshami Nagar,
Andalpuram Rajapalayam -626108

Offer of Employment in PNB Housing Finance Limited

Dear Sivaranjani,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Sivaranjani	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Panasonic

Panasonic India Pvt. Ltd.
12th Floor, Ambience Tower, Ambience Island,
NH-8, Gurgaon, Haryana-122002, India.
Tel.: +91-124-4751300
Fax: +91-124-4751333

DT: 25/11/2015

Mr. Varun Kacker,
DBS, Hyderabad

Sub: Letter of Intent for employment

Dear Mr./~~Ms.~~ Varun,

With reference to our discussions, we are pleased to offer you an appointment as Management Trainee-2016(Sales & Marketing) in our company.

In this regard, we confirm our intent to offer you the aforesaid role as per the Compensation details finalised during our meeting.

You shall be on probation for a period of six months from the date of your joining.

As mutually agreed upon, you will join the services of the company w. e. f. 11th January '2016.

The detailed letter of Appointment will be issued to you on the date of joining.

Terms & Conditions of your employment are as follows:

- Your CTC will be INR 6, 50, 000 per annum.
- You shall be entitled to additional benefits like Mobile Phones reimbursement, etc.

On the day of joining you would be required to carry out original of the following documents- Birth Certificate (10th Certificate), Academic/ Professional Qualification certificates, PAN card, 4 Passport size.

In case of any backlog, this offer letter will be automatically withdrawn.

Yours faithfully,

For Panasonic India Pvt. Ltd.

PEYU GUPTA
TEAM HEAD – BUSINESS HR

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY14-15/310

March 30, 2016

Ms. Vibha Lahorani
Mittu Bara Patta Godown,
Shahdol, MP- 484001

Offer of Employment in PNB Housing Finance Limited

Dear Vibha,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Ms. Vibha Lahorani	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/308

March 30, 2016

Mr. Vishal Ranjan
Prerna, New Doctors Colony,
Jagjivan Nagar, Dhanbad,
Jharkhand, India - 826003

Offer of Employment in PNB Housing Finance Limited

Dear Vishal,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Vishal Ranjan	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

ADITYA BIRLA

pantaloons

Date: 08th January 2015

Mr/Ms Kumar Praveen

Institute IBS - HYDERABAD

LETTER OF OFFER

Dear Mr. Kumar Praveen

Congratulations! Subsequent to your assessment with us, we are pleased to offer you the position of "PEARL Management Trainee- BLP" in our organization at a Cost to the Company of Rs. **6,42,885/-** (Rupees six lakhs forty-two thousand, eight hundred eighty-five only).

Your employment commences from the date of your reporting, which shall not be later than July 16. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by PFRL. This offer of Employment is subject to successful completion of your degree and clearance of medical test.

A performance bonus (based on evaluation) of Rs. 60,000/-, subject to deduction of Income Tax will be paid to you in two equal instalments only in the first assessment year ; 2nd year onwards you will be aligned with the store incentive plan.

*Please note that individual compensation is personal and confidential. Sharing this information with anyone within or outside the organisation, will be considered as violation of Group Values

For Pantaloons Fashion & Retail Ltd,

Kankan Bose

Kankan Bose
Group Manager – Human Resources

Pantaloons Fashion & Retail Limited

Regd. Office : 701-704. 7th Floor, Skyline Icon Business Park, 86-92 Off Andheri-Kurla Road, Marol Village, Andheri East, Mumbai, Maharashtra – 400059, India.
CIN : L18101MH2007PLC233901.
Email pfrl@pantaloons.adityabirla.com, Website : www.pantaloons.com

Zonal Office (East) : 22, Camac Street. Block-B,
3rd Floor. Kolkata, West Bengal - 700016, India
Telephone : +91-3339849280 Website - www.pantaloons.com

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY14-15/311

March 30, 2016

Ms. Pallavi Gautam
1/5 Shalimar Park Shahdara
New Delhi - 110032

Offer of Employment in PNB Housing Finance Limited

Dear Pallavi,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Ms. Pallavi Gautam	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited
Ghar Ki Baat

March 30, 2014

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Ms. Pallavi Gautam is seeking employment with PNB Housing Finance Ltd.

Ms. Pallavi Gautam is authorized to undergo pre-employment medical test with FORTIS Hospital. He is required to undergo the Health Check-up Package II

You are requested to Charge Rs.700/- from Ms. Pallavi Gautam which shall be reimbursed to him on joining.

(Authorised Signatory)

POSist
Complete POS Assistance

Date**: 19th February, 2016**

Dear **Diksha Sazawal,**

This to offer you employment with **POSist Technologies Pvt. Ltd.** in the position **Inside Sales Consultant with an annual package of 5.52 Lacs. Your Joining Date would be 10th March, 2016.**

Your primary responsibilities will be but not limiting to as under:

a) Present and sell company products and services to current and potential clients.
b) Prepare action plans and schedules to identify specific targets and to project the number of contacts to be made.
c) Follow up on new leads and referrals resulting from field activity.
d) Co-ordinate with telesales to close leads and report pipelines and feedbacks.
e) Identify sales prospects and contact these and other accounts as assigned.
f) Prepare presentations, proposals and sales contracts.
g) Develop and maintain sales materials and current product knowledge.
h) Establish and maintain current client and potential client relationships.
i) Prepare paperwork to activate and maintain contract services.
j) Manage account services through quality checks and other follow-up.
k) Identify and resolve client concerns.
l) Prepare a variety of status reports, including activity, closings, follow-up, and adherence to goals.
m) Communicate new product and service opportunities, special developments, information, or feedback gathered through field activity to appropriate company staff.
n) Coordinate company staff to accomplish the work required to close sales.
o) Develop and implement special sales activities to reach overall company sales target.
p) Other duties as assigned.

Additional responsibilities

1. Participate in marketing events such as seminars, trade shows, and telemarketing events.
2. Follow-up for collection of payment.
3. Coordinate Project schedules and deadlines between technical team and clients.
4. Provide on-the-job training to new sales employees.

POSist
Complete POS Assistance

Skills Requirements/Expectations

1. Basic reading, writing, and arithmetic skills required. This is normally acquired through a high school diploma or equivalent.
2. Ability to persuade and influence others. Ability to develop and deliver presentations. Ability to create, composes, and edit written materials. Strong interpersonal and communication skills. Knowledge of advertising and sales promotion techniques.
3. Visibility requires maintaining a professional appearance and providing a positive company image to the public.
4. Work requires significant local travel to current and potential clients.

Work requires willingness to work a flexible schedule and occasional overnight travel

Apart from these, the roles and responsibilities of this position, would evolve and crystallize over a period of time.

However we would like to broadly lay down our expectations of your responsibilities in this job –

1. The office of POSist does captive product development work in Web. You shall be an employee of POSist and report directly to Head Sales/CEO, as required.

2. You would primarily be involved in leading the Sales team comprising of Telesales and Field Sales for POSist. You are required to service the existing and new clients for technical as well as non-technical issues aiming towards client satisfaction and generating a repeat value.

3. You'll be required to take marketing initiatives to generate leads from various channels and making sure to get them fed into a CRM and making the telesales team assign them back to the sales guys for efficient sales management.

4. Your role will be pivotal but not limited to push and manage the Telesales team to take out the desired results and help and monitor them in coordinating with the field sales team.

5. You role also includes keeping a direct interface with the clients as needed for feedbacks on various levels, right from the feedback of a visiting sales executive to a telesales person to the satisfaction from the project done for him/her.

6. We at POSist put more emphasis on our team member's personal growth and so we will make sure that you are involved with other team members in various activities such as learning and implementation of new technologies, collaborative writings etc.

7. POSist is getting aggressive into other lines of businesses; you may be involved in promotion assignments of POSist in respect of such new businesses.

8. We intend to have a small, focused team initially and for a small team, we expect every Team member to be ready to stretch out to do, whatever task is needed for fulfilling organizational goals (given their particular skill set).

The compensation package we are offering for this position, the details of which are attached with this letter.

9. You will be on the rolls of POSist from the day 1 but with a probationary period of 2 months in which we train you, test you and understand your potential to put you into the right kind of work profile. This period may or may not stretch more than two months depending on your performance.

Compensation and Incentive structure

At POSist we follow a performance based system and we expect that this value driven culture helps inculcate a feeling of responsibility in every individual. Attached to your compensation is a target revenue. You are expected to take the owner ship to generate this revenue with the team generating the leads from various activities and making the sales process more efficient.

Our official work timings are from 09.30 am to 07.00 pm. We work six days a week (Monday to Saturday) and Sunday Off.

At POSist, we are looking for talented, hard-working, multidimensional and adventurous people who will grow with us. We think that you will fit it well, both for the position and with the rest of us, at POSist.

You will have the opportunity to work with cutting edge technology while promoting and learning innovative products. Given your skills and interests, we think you will enjoy the range of challenges you will face at POSist. We look forward to having you working with us at POSist.

In case of any clarifications, please feel free to contact us.

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Regards

HR – POSist
0-8010133399
http://www.posist.com

POSist
Complete POS Assistance

Salary Package Offered: ***5.52 LPA***

Salary breakup is as follows:

Incl: **Permanent Salary Package –**

All figures in Rs	**Permanent**	
Monthly Components	Per month	Per annum
Basic	**24,250**	**2,91,000**
HRA	**10,000**	**1,20,000**
Conveyance	**1,500**	**18,000**
Mobile	**1,000**	**12,000**
Internet	**500**	**6,000**
Health Insurance	**250**	**3,000**
Sales Incentives*	**8,500**	**1,02,000**
Gross Salary	**46,000**	**5,52,000**
Annual Salary	**46,000**	**5,52,000**

Note:

- Salary is subject to TDS as per Income Tax Act**.**
- **Salary on probation will be Rs 15,000**. Probation period is of 2 months.
- Post probation package will be applicable from 1st May onwards provided you receive your graduation degree by then.
- Incentive may increase depending on your performance.

* As per incentive plan.

Date**: 19th February, 2016**

Dear **Avinash Kodamanchili,**

This to offer you employment with **POSist Technologies Pvt. Ltd.** in the position **Solutions Consultant with an annual package of 5.52 Lacs. Your Joining Date would be 10th March, 2016.**

Your primary responsibilities will be but not limiting to as under:

a) Present and sell company products and services to current and potential clients.
b) Prepare action plans and schedules to identify specific targets and to project the number of contacts to be made.
c) Follow up on new leads and referrals resulting from field activity.
d) Co-ordinate with telesales to close leads and report pipelines and feedbacks.
e) Identify sales prospects and contact these and other accounts as assigned.
f) Prepare presentations, proposals and sales contracts.
g) Develop and maintain sales materials and current product knowledge.
h) Establish and maintain current client and potential client relationships.
i) Prepare paperwork to activate and maintain contract services.
j) Manage account services through quality checks and other follow-up.
k) Identify and resolve client concerns.
l) Prepare a variety of status reports, including activity, closings, follow-up, and adherence to goals.
m) Communicate new product and service opportunities, special developments, information, or feedback gathered through field activity to appropriate company staff.
n) Coordinate company staff to accomplish the work required to close sales.
o) Develop and implement special sales activities to reach overall company sales target.
p) Other duties as assigned.

Additional responsibilities

1. Participate in marketing events such as seminars, trade shows, and telemarketing events.
2. Follow-up for collection of payment.
3. Coordinate Project schedules and deadlines between technical team and clients.
4. Provide on-the-job training to new sales employees.

POSist
Complete POS Assistance

Skills Requirements/Expectations

1. Basic reading, writing, and arithmetic skills required. This is normally acquired through a high school diploma or equivalent.
2. Ability to persuade and influence others. Ability to develop and deliver presentations. Ability to create, composes, and edit written materials. Strong interpersonal and communication skills. Knowledge of advertising and sales promotion techniques.
3. Visibility requires maintaining a professional appearance and providing a positive company image to the public.
4. Work requires significant local travel to current and potential clients.

Work requires willingness to work a flexible schedule and occasional overnight travel

Apart from these, the roles and responsibilities of this position, would evolve and crystallize over a period of time.

However we would like to broadly lay down our expectations of your responsibilities in this job –

1. The office of POSist does captive product development work in Web. You shall be an employee of POSist and report directly to Head Sales/CEO, as required.

2. You would primarily be involved in leading the Sales team comprising of Telesales and Field Sales for POSist. You are required to service the existing and new clients for technical as well as non-technical issues aiming towards client satisfaction and generating a repeat value.

3. You'll be required to take marketing initiatives to generate leads from various channels and making sure to get them fed into a CRM and making the telesales team assign them back to the sales guys for efficient sales management.

4. Your role will be pivotal but not limited to push and manage the Telesales team to take out the desired results and help and monitor them in coordinating with the field sales team.

5. You role also includes keeping a direct interface with the clients as needed for feedbacks on various levels, right from the feedback of a visiting sales executive to a telesales person to the satisfaction from the project done for him/her.

6. We at POSist put more emphasis on our team member's personal growth and so we will make sure that you are involved with other team members in various activities such as learning and implementation of new technologies, collaborative writings etc.

7. POSist is getting aggressive into other lines of businesses; you may be involved in promotion assignments of POSist in respect of such new businesses.

8. We intend to have a small, focused team initially and for a small team, we expect every Team member to be ready to stretch out to do, whatever task is needed for fulfilling organizational goals (given their particular skill set).

The compensation package we are offering for this position, the details of which are attached with this letter.

9. You will be on the rolls of POSist from the day 1 but with a probationary period of 2 months in which we train you, test you and understand your potential to put you into the right kind of work profile. This period may or may not stretch more than two months depending on your performance.

Compensation and Incentive structure

At POSist we follow a performance based system and we expect that this value driven culture helps inculcate a feeling of responsibility in every individual. Attached to your compensation is a target revenue. You are expected to take the owner ship to generate this revenue with the team generating the leads from various activities and making the sales process more efficient.

Our official work timings are from 09.30 am to 07.00 pm. We work six days a week (Monday to Saturday) and Sunday Off.

At POSist, we are looking for talented, hard-working, multidimensional and adventurous people who will grow with us. We think that you will fit it well, both for the position and with the rest of us, at POSist.

You will have the opportunity to work with cutting edge technology while promoting and learning innovative products. Given your skills and interests, we think you will enjoy the range of challenges you will face at POSist. We look forward to having you working with us at POSist.

In case of any clarifications, please feel free to contact us.

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Regards

HR – POSist
0-8010133399
http://www.posist.com

POSist
Complete POS Assistance

Salary Package Offered: ***5.52 LPA***

Salary breakup is as follows:

Incl: **Permanent Salary Package –**

All figures in Rs	**Permanent**	
Monthly Components	Per month	Per annum
Basic	**24,250**	**2,91,000**
HRA	**10,000**	**1,20,000**
Conveyance	**1,500**	**18,000**
Mobile	**1,000**	**12,000**
Internet	**500**	**6,000**
Health Insurance	**250**	**3,000**
Sales Incentives*	**8,500**	**1,02,000**
Gross Salary	**46,000**	**5,52,000**
Annual Salary	**46,000**	**5,52,000**

Note:

- Salary is subject to TDS as per Income Tax Act**.**
- **Salary on probation will be Rs 15,000**. Probation period is of 2 months.
- Post probation package will be applicable from 1st May onwards provided you receive your graduation degree by then.
- Incentive may increase depending on your performance.

* As per incentive plan.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/305

March 30, 2016

Mr. Karan Oza
17, Siddharth Park, Old Rawalvadi,
Bhuj, Gujarat - 370001

Offer of Employment in PNB Housing Finance Limited

Dear Karan,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Karan Oza	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/307

March 30, 2016

Mr. Kaushik Kar
106, A Golmuri Market,
Golmuri, Jamshedpur - 831003

Offer of Employment in PNB Housing Finance Limited

Dear Kaushik,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Kaushik Kar	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

POSist
Complete POS Assistance

Date**: 19th February, 2016**

Dear **Keerti Gupta,**

This to offer you employment with **POSist Technologies Pvt. Ltd.** in the position **Solutions Consultant with an annual package of 5.52 Lacs. Your Joining Date would be 10th March, 2016.**

Your primary responsibilities will be but not limiting to as under:

a) Present and sell company products and services to current and potential clients.
b) Prepare action plans and schedules to identify specific targets and to project the number of contacts to be made.
c) Follow up on new leads and referrals resulting from field activity.
d) Co-ordinate with telesales to close leads and report pipelines and feedbacks.
e) Identify sales prospects and contact these and other accounts as assigned.
f) Prepare presentations, proposals and sales contracts.
g) Develop and maintain sales materials and current product knowledge.
h) Establish and maintain current client and potential client relationships.
i) Prepare paperwork to activate and maintain contract services.
j) Manage account services through quality checks and other follow-up.
k) Identify and resolve client concerns.
l) Prepare a variety of status reports, including activity, closings, follow-up, and adherence to goals.
m) Communicate new product and service opportunities, special developments, information, or feedback gathered through field activity to appropriate company staff.
n) Coordinate company staff to accomplish the work required to close sales.
o) Develop and implement special sales activities to reach overall company sales target.
p) Other duties as assigned.

Additional responsibilities

1. Participate in marketing events such as seminars, trade shows, and telemarketing events.
2. Follow-up for collection of payment.
3. Coordinate Project schedules and deadlines between technical team and clients.
4. Provide on-the-job training to new sales employees.

POSist
Complete POS Assistance

Skills Requirements/Expectations

1. Basic reading, writing, and arithmetic skills required. This is normally acquired through a high school diploma or equivalent.
2. Ability to persuade and influence others. Ability to develop and deliver presentations. Ability to create, composes, and edit written materials. Strong interpersonal and communication skills. Knowledge of advertising and sales promotion techniques.
3. Visibility requires maintaining a professional appearance and providing a positive company image to the public.
4. Work requires significant local travel to current and potential clients.

Work requires willingness to work a flexible schedule and occasional overnight travel

Apart from these, the roles and responsibilities of this position, would evolve and crystallize over a period of time.

However we would like to broadly lay down our expectations of your responsibilities in this job –

1. The office of POSist does captive product development work in Web. You shall be an employee of POSist and report directly to Head Sales/CEO, as required.

2. You would primarily be involved in leading the Sales team comprising of Telesales and Field Sales for POSist. You are required to service the existing and new clients for technical as well as non-technical issues aiming towards client satisfaction and generating a repeat value.

3. You'll be required to take marketing initiatives to generate leads from various channels and making sure to get them fed into a CRM and making the telesales team assign them back to the sales guys for efficient sales management.

4. Your role will be pivotal but not limited to push and manage the Telesales team to take out the desired results and help and monitor them in coordinating with the field sales team.

5. You role also includes keeping a direct interface with the clients as needed for feedbacks on various levels, right from the feedback of a visiting sales executive to a telesales person to the satisfaction from the project done for him/her.

6. We at POSist put more emphasis on our team member's personal growth and so we will make sure that you are involved with other team members in various activities such as learning and implementation of new technologies, collaborative writings etc.

7. POSist is getting aggressive into other lines of businesses; you may be involved in promotion assignments of POSist in respect of such new businesses.

8. We intend to have a small, focused team initially and for a small team, we expect every Team member to be ready to stretch out to do, whatever task is needed for fulfilling organizational goals (given their particular skill set).

The compensation package we are offering for this position, the details of which are attached with this letter.

9. You will be on the rolls of POSist from the day 1 but with a probationary period of 2 months in which we train you, test you and understand your potential to put you into the right kind of work profile. This period may or may not stretch more than two months depending on your performance.

Compensation and Incentive structure

At POSist we follow a performance based system and we expect that this value driven culture helps inculcate a feeling of responsibility in every individual. Attached to your compensation is a target revenue. You are expected to take the owner ship to generate this revenue with the team generating the leads from various activities and making the sales process more efficient.

Our official work timings are from 09.30 am to 07.00 pm. We work six days a week (Monday to Saturday) and Sunday Off.

At POSist, we are looking for talented, hard-working, multidimensional and adventurous people who will grow with us. We think that you will fit it well, both for the position and with the rest of us, at POSist.

You will have the opportunity to work with cutting edge technology while promoting and learning innovative products. Given your skills and interests, we think you will enjoy the range of challenges you will face at POSist. We look forward to having you working with us at POSist.

In case of any clarifications, please feel free to contact us.

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Regards

HR – POSist
0-8010133399
http://www.posist.com

POSist
Complete POS Assistance

Salary Package Offered: ***5.52 LPA***

Salary breakup is as follows:

Incl: **Permanent Salary Package –**

All figures in Rs	**Permanent**	
Monthly Components	Per month	Per annum
Basic	**24,250**	**2,91,000**
HRA	**10,000**	**1,20,000**
Conveyance	**1,500**	**18,000**
Mobile	**1,000**	**12,000**
Internet	**500**	**6,000**
Health Insurance	**250**	**3,000**
Sales Incentives*	**8,500**	**1,02,000**
Gross Salary	**46,000**	**5,52,000**
Annual Salary	**46,000**	**5,52,000**

Note:

- Salary is subject to TDS as per Income Tax Act**.**
- **Salary on probation will be Rs 15,000**. Probation period is of 2 months.
- Post probation package will be applicable from 1st May onwards provided you receive your graduation degree by then.
- Incentive may increase depending on your performance.

* As per incentive plan.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/309

March 30, 2016

Mr. Nilankar Khawash
D1/9, Meghdoot Apartments,
Kadma, Jamshedpur - 831005

Offer of Employment in PNB Housing Finance Limited

Dear Nilankar,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Nilankar Khawash	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

POSist
Complete POS Assistance

Date**: 19th February, 2016**

Dear **Rohit Kumar Patro**

This to offer you employment with **POSist Technologies Pvt. Ltd.** in the position **Solutions Consultant with an annual package of 5.52 Lacs. Your Joining Date would be 10th March, 2016.**

Your primary responsibilities will be but not limiting to as under:

a) Present and sell company products and services to current and potential clients.
b) Prepare action plans and schedules to identify specific targets and to project the number of contacts to be made.
c) Follow up on new leads and referrals resulting from field activity.
d) Co-ordinate with telesales to close leads and report pipelines and feedbacks.
e) Identify sales prospects and contact these and other accounts as assigned.
f) Prepare presentations, proposals and sales contracts.
g) Develop and maintain sales materials and current product knowledge.
h) Establish and maintain current client and potential client relationships.
i) Prepare paperwork to activate and maintain contract services.
j) Manage account services through quality checks and other follow-up.
k) Identify and resolve client concerns.
l) Prepare a variety of status reports, including activity, closings, follow-up, and adherence to goals.
m) Communicate new product and service opportunities, special developments, information, or feedback gathered through field activity to appropriate company staff.
n) Coordinate company staff to accomplish the work required to close sales.
o) Develop and implement special sales activities to reach overall company sales target.
p) Other duties as assigned.

Additional responsibilities

1. Participate in marketing events such as seminars, trade shows, and telemarketing events.
2. Follow-up for collection of payment.
3. Coordinate Project schedules and deadlines between technical team and clients.
4. Provide on-the-job training to new sales employees.

POSist
Complete POS Assistance

Skills Requirements/Expectations

1. Basic reading, writing, and arithmetic skills required. This is normally acquired through a high school diploma or equivalent.
2. Ability to persuade and influence others. Ability to develop and deliver presentations. Ability to create, composes, and edit written materials. Strong interpersonal and communication skills. Knowledge of advertising and sales promotion techniques.
3. Visibility requires maintaining a professional appearance and providing a positive company image to the public.
4. Work requires significant local travel to current and potential clients.

Work requires willingness to work a flexible schedule and occasional overnight travel

Apart from these, the roles and responsibilities of this position, would evolve and crystallize over a period of time.

However we would like to broadly lay down our expectations of your responsibilities in this job –

1. The office of POSist does captive product development work in Web. You shall be an employee of POSist and report directly to Head Sales/CEO, as required.

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3. You'll be required to take marketing initiatives to generate leads from various channels and making sure to get them fed into a CRM and making the telesales team assign them back to the sales guys for efficient sales management.

4. Your role will be pivotal but not limited to push and manage the Telesales team to take out the desired results and help and monitor them in coordinating with the field sales team.

5. You role also includes keeping a direct interface with the clients as needed for feedbacks on various levels, right from the feedback of a visiting sales executive to a telesales person to the satisfaction from the project done for him/her.

6. We at POSist put more emphasis on our team member's personal growth and so we will make sure that you are involved with other team members in various activities such as learning and implementation of new technologies, collaborative writings etc.

7. POSist is getting aggressive into other lines of businesses; you may be involved in promotion assignments of POSist in respect of such new businesses.

8. We intend to have a small, focused team initially and for a small team, we expect every Team member to be ready to stretch out to do, whatever task is needed for fulfilling organizational goals (given their particular skill set).

The compensation package we are offering for this position, the details of which are attached with this letter.

9. You will be on the rolls of POSist from the day 1 but with a probationary period of 2 months in which we train you, test you and understand your potential to put you into the right kind of work profile. This period may or may not stretch more than two months depending on your performance.

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At POSist we follow a performance based system and we expect that this value driven culture helps inculcate a feeling of responsibility in every individual. Attached to your compensation is a target revenue. You are expected to take the owner ship to generate this revenue with the team generating the leads from various activities and making the sales process more efficient.

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At POSist, we are looking for talented, hard-working, multidimensional and adventurous people who will grow with us. We think that you will fit it well, both for the position and with the rest of us, at POSist.

You will have the opportunity to work with cutting edge technology while promoting and learning innovative products. Given your skills and interests, we think you will enjoy the range of challenges you will face at POSist. We look forward to having you working with us at POSist.

In case of any clarifications, please feel free to contact us.

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Regards

HR – POSist
0-8010133399
http://www.posist.com

POSist
Complete POS Assistance

Salary Package Offered: ***5.52 LPA***

Salary breakup is as follows:

Incl: **Permanent Salary Package –**

All figures in Rs	**Permanent**	
Monthly Components	Per month	Per annum
Basic	**24,250**	**2,91,000**
HRA	**10,000**	**1,20,000**
Conveyance	**1,500**	**18,000**
Mobile	**1,000**	**12,000**
Internet	**500**	**6,000**
Health Insurance	**250**	**3,000**
Sales Incentives*	**8,500**	**1,02,000**
Gross Salary	**46,000**	**5,52,000**
Annual Salary	**46,000**	**5,52,000**

Note:

- Salary is subject to TDS as per Income Tax Act**.**
- **Salary on probation will be Rs 15,000**. Probation period is of 2 months.
- Post probation package will be applicable from 1st May onwards provided you receive your graduation degree by then.
- Incentive may increase depending on your performance.

* As per incentive plan.

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Spot offer letter of Final Selects - IBS Hyderabad

Sangita Singh <sangita.singh@practo.com> Wed, Nov 25, 2015 at 12:14 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Adrianne Dominic <adrianne@practo.com>, Vanishri Deshpande <vani.shri@practo.com>

Hi Rajith,

PFA spot offer letters of the final selects.

Regards
Sangita
HR Team - Practo Technologies
09663381409

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Get our Doctor search app: Google play Logo

IBS HYD - Letter.pdf
209K

Date: 25th November 2015

Dear Yash Jain,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

Practo, you will soon discover, is all about people - the best people. This offer comes to you as the Culmination of a rigorous selection process and you are sure to find a challenging peer group at Practo. We are positive you will find the work environment stimulating and conducive to helping you realize your Professional goals.

We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

The total CTC offered to you will be **INR 7,05,581 (Rupees Seven Lakh Five thousand five hundred and eighty one)** per annum.

A detailed offer letter with more information about your salary structure, Joining date and location
Would be shared with you shortly.

Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY14-15/304

March 30, 2016

Mr. Aanjaney Pratap Sachan
A-161, Ayodhya Path, Shyamnagar,
Sodala, Jaipur - 302019

Offer of Employment in PNB Housing Finance Limited

Dear Aanjaney,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 02, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Aanjaney Pratap Sachan	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY14-15/308

April 15, 2016

Ms. Arunima Madan
C-45 B, Gangotri Enclave,
Alaknanda New Delhi-110019

Offer of Employment in PNB Housing Finance Limited

Dear Arunima,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 16th May 2016, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 18, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Sr. Manager - HR) on 9599633556.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Ms. Arunima Madan	
Designation	Management Trainee	
Date of Joining	16th May, 2016	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 15, 2016

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Ms. Arunima Madan is seeking employment with PNB Housing Finance Ltd.

Ms. Arunima Madan is authorized to undergo pre-employment medical test with FORTIS Hospital.
He is required to undergo the Health Check-up Package II

You are requested to Charge Rs.700/- from Ms. Arunima Madan which shall be reimbursed to him on joining.

(Authorised Signatory)

Date**: 19th February, 2016**

Dear **Siddharth Shankar Sharma,**

This to offer you employment with **POSist Technologies Pvt. Ltd.** in the position **Solutions Consultant with an annual package of 5.52 Lacs. Your Joining Date would be 10th March, 2016.**

Your primary responsibilities will be but not limiting to as under:

a) Present and sell company products and services to current and potential clients.
b) Prepare action plans and schedules to identify specific targets and to project the number of contacts to be made.
c) Follow up on new leads and referrals resulting from field activity.
d) Co-ordinate with telesales to close leads and report pipelines and feedbacks.
e) Identify sales prospects and contact these and other accounts as assigned.
f) Prepare presentations, proposals and sales contracts.
g) Develop and maintain sales materials and current product knowledge.
h) Establish and maintain current client and potential client relationships.
i) Prepare paperwork to activate and maintain contract services.
j) Manage account services through quality checks and other follow-up.
k) Identify and resolve client concerns.
l) Prepare a variety of status reports, including activity, closings, follow-up, and adherence to goals.
m) Communicate new product and service opportunities, special developments, information, or feedback gathered through field activity to appropriate company staff.
n) Coordinate company staff to accomplish the work required to close sales.
o) Develop and implement special sales activities to reach overall company sales target.
p) Other duties as assigned.

Additional responsibilities

1. Participate in marketing events such as seminars, trade shows, and telemarketing events.
2. Follow-up for collection of payment.
3. Coordinate Project schedules and deadlines between technical team and clients.
4. Provide on-the-job training to new sales employees.

POSist
Complete POS Assistance

Skills Requirements/Expectations

1. Basic reading, writing, and arithmetic skills required. This is normally acquired through a high school diploma or equivalent.
2. Ability to persuade and influence others. Ability to develop and deliver presentations. Ability to create, composes, and edit written materials. Strong interpersonal and communication skills. Knowledge of advertising and sales promotion techniques.
3. Visibility requires maintaining a professional appearance and providing a positive company image to the public.
4. Work requires significant local travel to current and potential clients.

Work requires willingness to work a flexible schedule and occasional overnight travel

Apart from these, the roles and responsibilities of this position, would evolve and crystallize over a period of time.

However we would like to broadly lay down our expectations of your responsibilities in this job –

1. The office of POSist does captive product development work in Web. You shall be an employee of POSist and report directly to Head Sales/CEO, as required.

2. You would primarily be involved in leading the Sales team comprising of Telesales and Field Sales for POSist. You are required to service the existing and new clients for technical as well as non-technical issues aiming towards client satisfaction and generating a repeat value.

3. You'll be required to take marketing initiatives to generate leads from various channels and making sure to get them fed into a CRM and making the telesales team assign them back to the sales guys for efficient sales management.

4. Your role will be pivotal but not limited to push and manage the Telesales team to take out the desired results and help and monitor them in coordinating with the field sales team.

5. You role also includes keeping a direct interface with the clients as needed for feedbacks on various levels, right from the feedback of a visiting sales executive to a telesales person to the satisfaction from the project done for him/her.

6. We at POSist put more emphasis on our team member's personal growth and so we will make sure that you are involved with other team members in various activities such as learning and implementation of new technologies, collaborative writings etc.

7. POSist is getting aggressive into other lines of businesses; you may be involved in promotion assignments of POSist in respect of such new businesses.

8. We intend to have a small, focused team initially and for a small team, we expect every Team member to be ready to stretch out to do, whatever task is needed for fulfilling organizational goals (given their particular skill set).

The compensation package we are offering for this position, the details of which are attached with this letter.

9. You will be on the rolls of POSist from the day 1 but with a probationary period of 2 months in which we train you, test you and understand your potential to put you into the right kind of work profile. This period may or may not stretch more than two months depending on your performance.

Compensation and Incentive structure

At POSist we follow a performance based system and we expect that this value driven culture helps inculcate a feeling of responsibility in every individual. Attached to your compensation is a target revenue. You are expected to take the owner ship to generate this revenue with the team generating the leads from various activities and making the sales process more efficient.

Our official work timings are from 09.30 am to 07.00 pm. We work six days a week (Monday to Saturday) and Sunday Off.

At POSist, we are looking for talented, hard-working, multidimensional and adventurous people who will grow with us. We think that you will fit it well, both for the position and with the rest of us, at POSist.

You will have the opportunity to work with cutting edge technology while promoting and learning innovative products. Given your skills and interests, we think you will enjoy the range of challenges you will face at POSist. We look forward to having you working with us at POSist.

In case of any clarifications, please feel free to contact us.

--
--
Regards

HR – POSist
0-8010133399
http://www.posist.com

POSist
Complete POS Assistance

Salary Package Offered: ***5.52 LPA***

Salary breakup is as follows:

Incl: **Permanent Salary Package –**

All figures in Rs	**Permanent**	
Monthly Components	Per month	Per annum
Basic	**24,250**	**2,91,000**
HRA	**10,000**	**1,20,000**
Conveyance	**1,500**	**18,000**
Mobile	**1,000**	**12,000**
Internet	**500**	**6,000**
Health Insurance	**250**	**3,000**
Sales Incentives*	**8,500**	**1,02,000**
Gross Salary	**46,000**	**5,52,000**
Annual Salary	**46,000**	**5,52,000**

Note:

- Salary is subject to TDS as per Income Tax Act**.**
- **Salary on probation will be Rs 15,000**. Probation period is of 2 months.
- Post probation package will be applicable from 1st May onwards provided you receive your graduation degree by then.
- Incentive may increase depending on your performance.

* As per incentive plan.

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Spot offer letter of Final Selects - IBS Hyderabad

Sangita Singh <sangita.singh@practo.com> Wed, Nov 25, 2015 at 12:14 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Adrianne Dominic <adrianne@practo.com>, Vanishri Deshpande <vani.shri@practo.com>

Hi Rajith,

PFA spot offer letters of the final selects.

Regards
Sangita
HR Team - Practo Technologies
09663381409

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Date: 25th November 2015

Dear Swapnil Nandeshwar,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

Practo, you will soon discover, is all about people - the best people. This offer comes to you as the Culmination of a rigorous selection process and you are sure to find a challenging peer group at Practo. We are positive you will find the work environment stimulating and conducive to helping you realize your Professional goals.

We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

The total CTC offered to you will be **INR 7,05,581 (Rupees Seven Lakh Five thousand five hundred and eighty one)** per annum.

A detailed offer letter with more information about your salary structure, Joining date and location
Would be shared with you shortly.

Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Date: 25th November 2015

Dear Swaroop Kumar Jena,

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Date: 25th November 2015

Dear Nitika Chaudhary,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

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Date: 25th November 2015

Dear Simrata Kaur,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

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Date: 25th November 2015

Dear Sudhir Bhat,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

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Date: 25th November 2015

Dear Sushmita Singh,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

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Name:

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Date: 25th November 2015

Dear Harsh Vardhan Mohta,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

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Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Date: 25th November 2015

Dear Kriti Batra,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Date: 25th November 2015

Dear Arpit Langalia,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Place:

Signature:

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Date: 25th November 2015

Dear Madhurima Bose,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Rajith Sukhavasi <rajiths@ibsindia.org>

Spot offer letter of Final Selects - IBS Hyderabad

Sangita Singh <sangita.singh@practo.com> Wed, Nov 25, 2015 at 12:14 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Adrianne Dominic <adrianne@practo.com>, Vanishri Deshpande <vani.shri@practo.com>

Hi Rajith,

PFA spot offer letters of the final selects.

Regards
Sangita
HR Team - Practo Technologies
09663381409

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Date: 25th November 2015

Dear Manish Kumar Rana,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

Practo, you will soon discover, is all about people - the best people. This offer comes to you as the Culmination of a rigorous selection process and you are sure to find a challenging peer group at Practo. We are positive you will find the work environment stimulating and conducive to helping you realize your Professional goals.

We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

The total CTC offered to you will be **INR 7,05,581 (Rupees Seven Lakh Five thousand five hundred and eighty one)** per annum.

A detailed offer letter with more information about your salary structure, Joining date and location
Would be shared with you shortly.

Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Date: 25th November 2015

Dear Rajat Gupta,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Name:

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Signature:

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IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Date: 25th November 2015

Dear D. Rathi,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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IBS BUSINESS SCHOOL

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Date: 25th November 2015

Dear Divay Gautam,

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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IBS BUSINESS SCHOOL

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Date: 25th November 2015

Dear Divya P S,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

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Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Date: 25th November 2015

Dear Puja Kumari Nishad,

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Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Date: 25th November 2015

Dear Anuroop Pratap,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

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Rajith Sukhavasi <rajiths@ibsindia.org>

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Date: 25th November 2015

Dear Chien Sharma,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

Reliance General Insurance Co. Ltd.
570, Rectifier House,
Naigaum Cross Road,
Wadala (W),
Mumbai - 400 031

Tel: +91 22 3047 9600
Fax: +91 22 3047 9650
www.reliancegeneral.co.in
A Reliance Capital Company

STRICTLY PRIVATE & CONFIDENTIAL

OFFER OF APPOINTMENT

Date: 1st March 2016

Mr. ABHISHEK BANERJEE
ICFAI BUSINESS SCHOOL, HYDERABAD

Dear ABHISHEK,

Welcome to Reliance General Insurance Company Limited!!!

With reference to your application and the subsequent interviews you had with us, we are pleased to make you an offer of appointment in the **MT**. Your date of joining and place of posting will be communicated to you subsequently. You would be under probation for **12 months.** Your services shall be confirmed subject to performance during 12 months of probation. Please find below the breakup of your Cost To Company at the time of joining:

a) Fixed Pay: **5,00,000/- (Rupees Five Lacs Only)**
b) Handset Reimbursement (One time payment): **5,000 (Rupees Five Thousand Only)**
c) Mobile Reimbursement (Annually): **9,000 (Rupees Nine Thousand Only)**
d) Variable pay as per terms & conditions of the company
e) Group Mediclaim Insurance as per terms & conditions of the company
f) Term Assurance as per terms & conditions of the company

Your fixed pay comprises of Basic Pay, Choice Pay and Retirement benefits, which include Provident Fund and Gratuity, as per company policy.

Kindly note, o*n successful completion of your one year probation and based on your performance, your CTC would increase to **Rs. 6.0L p.a.***

This is only an offer and not an appointment order. Your offer stands valid subject to the condition that you complete the Post Graduate course (From your Institute/College) satisfactorily failing which, this offer will stand null and void. A formal appointment order will be issued to you after your joining, subject to production of the following documents (Photocopies)

- Xth (SSC), XIIth (HSC), Graduation & Post-graduation Mark-sheets and Certificates (Photocopies)
- Birth-date Proof (School Leaving Certificate or any of the documents mentioned hereinabove)
- Driving license or Passport Copy (For Identify Proof) and a PAN card copy (Mandatory)
- A cancelled cheque (If you hold an account with HDFC Bank / ICICI Bank, and would like to continue with the same as the corporate salary account with us) or the Account No if it is a new Account.
- 4 Passport Size Photographs in Navy Blue Background

Please confirm your acceptance by signing on the duplicate copy of this letter and send it to the company (Address Mentioned above) on receipt of this letter addressed to **Ms, Aditi Jain, Human Resources Department.**

We are sure that you have made the right decision to learn and grow with us professionally.

Yours Sincerely,

Akhila Seshadri
(Human Resources)

RELIANCE GENERAL INSURANCE CO. LTD. MUMBAI

Acceptance of Offer

Name & Signature.....

Annexure - II

CTC STRUCTURE - Mr. ABHISHEK BANERJEE	Annual
SALES MANAGER - BANCA	
GRADE : MANAGEMENT TRAINEE	
NA	
TOTAL CTC	500000
BASE PAY	233620
CHOICE PAY	266380
BASE PAY	
BASIC	200000
EMPLOYER CONTRIBUTION TO PF (12% of Basic Salary)	24000
GRATUITY	9620
TOTAL BASE PAY	233620
CHOICE PAY	266380
YOU CAN CHOOSE	
LTA	Upto 2.5 times of Monthly Basic
MEDICAL	Upto 15000 p.a.
CHILD EDUCATION ALLOWANCE	Upto 1200 per child p.a.
LOCAL CONVEYANCE/FUEL MAINTENANCE	Upto 9600 p.a/lupto 1.2L p.a.
SODEXO	14400 p.a. / 28800 p.a.
HRA	50% of Annual Basic
SPECIAL PERSONAL ALLOWANCE (BALANCE OF CHOICE PAY)	
PLUS	
A) VARIABLE PAY (upto 60% of CTC - subject to performance)	300000
B) CONV. FOR OFFICIAL WORK	
C) MOBILE - HANDSET/EXPENSES AS PER POLICY	
D) TERM ASSURANCE POLICY	
E) MEDICLAIM	

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Hi Rajith,

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Date: 25th November 2015

Dear Amit Sampaul,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

Practo, you will soon discover, is all about people - the best people. This offer comes to you as the Culmination of a rigorous selection process and you are sure to find a challenging peer group at Practo. We are positive you will find the work environment stimulating and conducive to helping you realize your Professional goals.

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Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Date: 25th November 2015

Dear Apoorv Raj Rastogi,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

RELIANCE

Name: Digvijay Sabharwal
Date: March 1, 2016
Campus: IBS
Location: Hyderabad

Dear Digvijay,

WELCOME TO THE RELIANCE GROUP

We refer to the recent discussions we had regarding career opportunities in the Reliance Group. We are pleased to offer you Appointment as **Management Trainee** under the **Reliance Young Leaders Programme.**

The Reliance Young Leaders Programme has been envisaged with a specific purpose to create a pool of young talent who will imbibe Reliance DNA and develop expertise in our businesses and develop into future leaders across our Group companies.

Your initial remuneration would be as follows:

Component	Amount (per annum)
Fixed CTC	Rs. 500,000

You would also be entitled to other employment benefits as prevalent in the company of your posting.

The date of joining will be communicated to you in through a subsequent communication.

Please sign the duplicate copy of this as acceptance and return the same to us.

We welcome you to the Reliance family and wish you a rewarding and successful career.

With best wishes,

Yours sincerely,

Sajit

Authorized Signatory
Sajit S Nair
HR Business Partner - South Zone

RELIANCE

Name: Ayush Chourasia
Date: March 1, 2016
Campus: IBS
Location: Hyderabad

Dear Ayush,

WELCOME TO THE RELIANCE GROUP

We refer to the recent discussions we had regarding career opportunities in the Reliance Group. We are pleased to offer you Appointment as **Management Trainee** under the **Reliance Young Leaders Programme.**

The Reliance Young Leaders Programme has been envisaged with a specific purpose to create a pool of young talent who will imbibe Reliance DNA and develop expertise in our businesses and develop into future leaders across our Group companies.

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We welcome you to the Reliance family and wish you a rewarding and successful career.

With best wishes,

Yours sincerely,

Sajit

Authorized Signatory
Sajit S Nair
HR Business Partner - South Zone

Royal Sundaram

Royal Sundaram Alliance Insurance Company Limited
Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR),
Karapakkam, Chennai - 600 097. Tel : 91- 44 - 7117 7117
e-mail: customer.services@royalsundaram.in website: www.royalsundaram.in
Registered Office: 21, Patullos Road, Chennai - 600 002.

January 25, 2016

To

Mukul Jain
IBS Campus Hostel,
Dontanapally, Shankerpally Road,
Hyderabad – 501 203.

Dear Mukul,

Thank you for meeting us to pursue an employment opportunity with Royal Sundaram Alliance Insurance Company Ltd.,

Further to the interviews you had with us, we are pleased to offer you the position of **Management Trainee.**

Your CTC is **Rs. 4,50,000/-** per annum, a detailed appointment letter, containing the compensation details, will be issued to you upon your joining Royal Sundaram.

Please note that statutory deduction to be made, if any, will be deducted from your salary (CTC).

This offer is subject to the Company receiving a satisfactory Medical Opinion & Reference Check.

You will be on Training for 12 months. During this period, this agreement may be terminated by both sides by giving 30 days notice or 1 month gross salary in lieu of notice. Your employment will be confirmed in writing subject to satisfactory performance after the probation period.

Your place of posting and reporting details will be intimated separately closer to your joining date.

This offer stands automatically withdrawn should you fail to join Royal Sundaram on or before **01-Apr-2016**

Welcome to the Royal Sundaram family!

Yours sincerely,

R Sekar
Head - Staffing, Compensation & Benefits

Rakesh Gupta
Chief Human Resources Officer

Acceptance

Name : **Mukul Jain**

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Date: 25th November 2015

Dear Aditya Birla,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

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We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

The total CTC offered to you will be **INR 7,05,581 (Rupees Seven Lakh Five thousand five hundred and eighty one)** per annum.

A detailed offer letter with more information about your salary structure, Joining date and location
Would be shared with you shortly.

Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Spot offer letter of Final Selects - IBS Hyderabad

Sangita Singh <sangita.singh@practo.com> Wed, Nov 25, 2015 at 12:14 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Adrianne Dominic <adrianne@practo.com>, Vanishri Deshpande <vani.shri@practo.com>

Hi Rajith,

PFA spot offer letters of the final selects.

Regards
Sangita
HR Team - Practo Technologies
09663381409

Follow us:

Practo - facebook Practo - twitter Practo - Google+ Practo - Linkedin

Get our Doctor search app: Google play Logo

IBS HYD - Letter.pdf
209K

Date: 25th November 2015

Dear Akshit Garg,

Further to our discussions, we are pleased to offer you the position of a **Territory Sales Manager** with **Practo Technologies Pvt Ltd.**

Practo, you will soon discover, is all about people - the best people. This offer comes to you as the Culmination of a rigorous selection process and you are sure to find a challenging peer group at Practo. We are positive you will find the work environment stimulating and conducive to helping you realize your Professional goals.

We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

The total CTC offered to you will be **INR 7,05,581 (Rupees Seven Lakh Five thousand five hundred and eighty one)** per annum.

A detailed offer letter with more information about your salary structure, Joining date and location
Would be shared with you shortly.

Please endorse your acceptance by duly signing the duplicate copy of this letter at the earliest.

Welcome aboard!

For
Practo Technologies (P) Ltd.

Vanishri Deshpande
General Manager - HR

Date: 25th November, 2015

ACCEPTANCE

I accept the offer with the Company under the terms set forth in this letter:

Name:

Place:

Signature:

Date:

RELIANCE

Name: Digvijay Sabharwal
Date: March 1, 2016
Campus: IBS
Location: Hyderabad

Dear Digvijay,

WELCOME TO THE RELIANCE GROUP

We refer to the recent discussions we had regarding career opportunities in the Reliance Group. We are pleased to offer you Appointment as **Management Trainee** under the **Reliance Young Leaders Programme.**

The Reliance Young Leaders Programme has been envisaged with a specific purpose to create a pool of young talent who will imbibe Reliance DNA and develop expertise in our businesses and develop into future leaders across our Group companies.

Your initial remuneration would be as follows:

Component	Amount (per annum)
Fixed CTC	Rs. 500,000

You would also be entitled to other employment benefits as prevalent in the company of your posting.

The date of joining will be communicated to you in through a subsequent communication.

Please sign the duplicate copy of this as acceptance and return the same to us.

We welcome you to the Reliance family and wish you a rewarding and successful career.

With best wishes,

Yours sincerely,

Sajit

Authorized Signatory
Sajit S Nair
HR Business Partner - South Zone

RELIANCE

Name: Ayush Chourasia
Date: March 1, 2016
Campus: IBS
Location: Hyderabad

Dear Ayush,

WELCOME TO THE RELIANCE GROUP

We refer to the recent discussions we had regarding career opportunities in the Reliance Group. We are pleased to offer you Appointment as **Management Trainee** under the **Reliance Young Leaders Programme.**

The Reliance Young Leaders Programme has been envisaged with a specific purpose to create a pool of young talent who will imbibe Reliance DNA and develop expertise in our businesses and develop into future leaders across our Group companies.

Your initial remuneration would be as follows:

Component	Amount (per annum)
Fixed CTC	Rs. 500,000

You would also be entitled to other employment benefits as prevalent in the company of your posting.

The date of joining will be communicated to you in through a subsequent communication.

Please sign the duplicate copy of this as acceptance and return the same to us.

We welcome you to the Reliance family and wish you a rewarding and successful career.

With best wishes,

Yours sincerely,

Sajit

Authorized Signatory
Sajit S Nair
HR Business Partner - South Zone

RetailOn

OFFER LETTER

4th December 2015

Dear Saket Sourabh,

With reference to our recent discussions, we are pleased to offer you the position of "**Associate Business Development Manager**"" in RetailOn IT Consulting Services Private Limited, 3rd Floor, 2nd Wing, HM Tech Park, Whitefield, Bangalore, 560066. This offer is subject to satisfactory references and a valid work permit for India along with valid Indian Passport/ PIO.

With RetailOn, you will be part of a special breed of people who are not only building a path- breaking company, but also laying the foundation for a growing industry. We pride ourselves on providing an environment where everyone, regardless of role or experience, is challenged to learn. The ability to learn and adapt quickly will not only benefit the company, but also help you succeed in a world that is changing rapidly.

An estimate of your total compensation is provided in the Cost to Company form in Annexure 1. Your annual compensation will include base salary, variable performance bonus, provident fund contributions and other components. The Performance Award will be determined based on your performance as well as the company's performance. Please note that your compensation at any time will be governed by the prevailing company policies and will be subject to deductions in accordance with applicable laws and regulations.

As a RetailOn employee, you will also be eligible for Leave benefits: A flexible paid time-off plan which includes earned leave, casual/sick leave. This plan and leave accrual will be in accordance with the prevailing company policy. Note: these benefits are subject to change as per company policy.

All employees must agree and adhere to RetailOn's terms and conditions of employment which are detailed in STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT, Annexure I and Non Compete Agreement. Please take the time to review these terms and conditions thoroughly and do not hesitate to reach out to me phone: +91 9739721850 if you have any questions. As part of the joining process it is important that you provide us with the documents listed in Annexure III. Our offer is valid for a period of 7 days and we must receive your acceptance within this period.

I do hope you will be joining us and I am confident that you will build a challenging, rewarding and enjoyable career with us. Please sign and return the duplicate copy of this letter as a token of your acceptance.

Yours sincerely,
Ramesh Kumar
CEO and Founder
Date: 4th December 2015

Sign: Ramesh Kumar

Acceptance of RetailOn Employment Offer
Candidate's Name: Saket Sourabh
Date: 4TH December 2015

Signature:

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

1. This is a statement of the main terms of your employment and it specifies those terms, which must be in writing. You are asked to show your understanding of the terms and confirming that particulars, on the date of issue of the letter, by signing and returning one copy.

2. RetailOn IT Consulting Services Private Limited, 3rd Floor, 2nd Wing, HM Tech Park, Whitefield, Bangalore 560066 (hereinafter referred to as RetailOn) will employ you as **Associate Business Development Manager"** from **1st March 2016**.

3. **Probation:** You will initially be under probation for a period of Six months and subject to satisfactory performance during this period. The probation period may be further extended at the discretion of the company depending upon your performance during the probation period and unless confirmed in writing, you will be deemed to be a **Associate Business Development Manager .** Confirmation of services will not result in revision in compensation. During probation, you can terminate your employment with RetailOn by giving at least One Month written notice.

4. **Working Location:** You will ordinarily work for RetailOn in India. Your employment will be classed as Bangalore Office. As and when required you may be reassigned to any other position at any of the locations of the company or its associate companies in India or abroad. When there, you are required to comply with local arrangements concerning hours of work and other terms and conditions of the host location. RetailOn reserves the right to transfer / second your service to any other division / location / department / segment / branch / unit / associated concern under the ownership of RetailOn, if and when required. RetailOn has the right to change your base office in accordance with RetailOn personnel policies.

5. **Work Timings:** Currently our general working hours are 48 hours per week. You are expected to work reasonable additional hours when required by the business or hours that correspond to our International Client requirements.

6. **Annual Leave Entitlement:** You are entitled for total of 32 days of leaves in a year this includes 10 days of Government holidays, 12 days of paid leaves and 10 days of earned leaves. Public holiday list will be published on company notice board. You have to get prior approval for 12 days of Paid leaves. You will earn 10 days of paid leaves once you complete1 Year with RetailOn. Kindly note that Leave policies are subject to change as per company policy.

7. **Performance Review:** RetailOn will periodically review your performance and discuss with you the development of your career.

8. **Termination of Employment:** You can terminate your employment with RetailOn after 24 Months by giving at least Three Months written notice or such longer period as may be required under the statute. The Service agreement will be counted post completion of Probation period. RetailOn can terminate your employment by giving at least Three Months written notice or such longer period as may be required under the statute. Your continuation in the service is subject to your satisfactory performance during your stay with

the organization, RetailOn at its sole discretion may choose to relieve you any time during the course of notice period. Please note that upon termination with immediate effect, you will not be eligible for notice pay and salary is paid up to and not beyond the last working day with RetailOn. If you choose to discontinue your services with RetailOn before 24 Months, you are liable to pay INR 150,000/- to RetailOn. You will have to notify RetailOn in writing at least Three Months before or such longer period as may be required under the statute. If you choose not to serve 3 months of notice period, you are liable to pay the equivalent amount as your salary to breach notice period clause. The company will provide you extensive training during the first three months of your employment with us and expects you to return the investment made on this training in the form of personal value addition to the company. The training materials provided to you are property of the company and confidential information. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate forfeiture of the holding amount and termination of employment without notice.

9. **Non Solicitation**: During your period of employment with RetailOn and for a period of one year thereafter, you shall not directly or indirectly solicit any employee of RetailOn to terminate his/her employment with RetailOn, or to accept any other employment Spreading rumors, soliciting employees of the company for outside employment or coercing coworkers to leave the company is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment without notice and forfeiture of your holding amount. During your period of employment with RetailOn and for a period of one year thereafter, you shall not directly or indirectly, in connection with the carrying on of any business similar to RetailOn's business at the date of termination of your employment solicit or do business with any client or customer of RetailOn with whom you have had dealings during the year prior to the termination of your employment with RetailOn.

10. **Company property:** You are required to return to RetailOn, when leaving RetailOn's employment, all copies of any document and property (hardware/Software) obtained by you in the course of your employment.

11. **Confidentiality:** You will not, either during the continuance of this contract or after its termination, disclose or divulge any confidential information, secrets, transactions or information in respect of RetailOn's business, its clients or customers, which may come within your knowledge or possession in the course of your employment without the consent of RetailOn in writing. You must not talk about RetailOn's work to any press/media without RetailOn's prior agreement in writing. The details of your financial package must remain completely confidential from other employees of RetailOn or third parties. You are required to observe the provisions set out concerning Intellectual Property, Expenses and Safety at Work.

12. **Medical Fitness:** You are required to undergo a medical examination if requested to do so by RetailOn. Your continuation in employment will be subject to being found medically fit by RetailOn's medical consultant, from time to time. You shall undergo medical examination by the medical consultant of RetailOn, as & when advised.

13. **Smoke Policy:** You are required to observe the rules of the Smoking Policy published by RetailOn, which may be updated from time to time.

14. **Double Employment Prohibited**: You will devote full time & attention to the work of company and will not during your tenure of your service take any employment/assignment, direct/indirect business or work or public office on payment or otherwise on your own or on behalf of anyone else except with the prior permission of management in writing in each case. In the event of breach of this condition you will be liable for termination of your services with immediate effect.

15. **Retirement Policy:** You will retire from the service of the company on reaching the age as described in the policy from time to time. For determination of age, the details in the documents submitted by you at the time of joining will be deemed to be final and binding.

16. **Company Regulations:** You will be governed by the rules & regulations in relation to all matters relating to terms & conditions of service as applicable, enforced, amended or altered from time during the course of your employment. You will comply with all orders and directions given to you by the company and faithfully observe all the rules, regulations and arrangements applicable to you.

17. **Verification:** You are appointed on the basis of the representation made or facts disclosed in your application for appointment. In case of any fact or representation is found to be wrong or considered to be concealed, it shall invalidate the appointment and shall deem to be automatically cancelled.

18. **Confidentiality:** Terms of this offer are strictly confidential between you and RetailOn and any breach of this confidence will be viewed with utmost seriousness.

19. **Governing law & Jurisdiction:** As RetailOn is a global company, it is necessary for RetailOn to maintain worldwide employee data in order to manage its business efficiently. RetailOn only retains employee data for business or legal purposes and is primarily applicable for salary and benefits administration, assignment management and career development activities. RetailOn also needs to retain certain information relating to ethnic origin and disability for government monitoring and regulatory purposes. Although in some circumstances the employees' personal records will be available outside the country of work, including countries, which do not have data protection laws, the maintenance and cross border transmission of the employee data will be protected in accordance with RetailOn's Data Protection Policy.

Acceptance of RetailOn Employment Offer

I, **Saket Sourabh** , **hereby** declare that I have read, understood and agree to abide by the above terms and conditions of my employment with RetailOn.
Signed:
Dated:

Annexure I: STATEMENT OF YOUR REMUNERATION AND ENTITLEMENTS

Name	**Ass. BDM Saket Saurabh**					
Band	**6B**		**7A**		**7B**	
Level	**6**		**7**		**7**	
Effective Date	**Stay 1**		**Stay 2**		**Stay 3**	
Particulars	**Amount in INR**		**Amount in INR**		**Amount in INR**	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Basic Salary	18000	216000	22500	270000	28125	337500
Flexible Benefit Plan (FBP)						
House Rent Allowance	9000	108000	11250	135000	14063	168750
Conveyance Allowance	1600	19200	1600	19200	1600	19200
Leave Travel Allowance	4000	48000	5000	60000	5000	60000
Medical Reimbursement	2083	24996	2083	24996	2083	24996
Special Allowance	6660	79920	8325	99900	10406	124875
Ex-Gratia/Bonus	1499	17993	1874	22491	2343	28114
Total Fixed Cash	42842	514109	52632	631587	63620	763435
Performance Award	30000	360000	40000	480000	50000	600000
Retirals						
Provident Fund (PF)	2160	25920	2700	32400	3375	40500
Gratuity		38671		49129		60325
Target Cash Compensation	72842	938700	92632	1193116	113620	1464260
Stay Bonus	4500	54000	5625	67500	7031	84375
Cost to Company	77,342		98,257		1,20,651	
Cost to Company (per annum)		**992700**		**1260616**		**1548635**
Cost to Company (over three Stays)						**3801951**

- Basic Salary is the fundamental salary component to which many other compensation components are linked.
- House Rent Allowance is Maximum 50% of Basic Salary per annum. To be used for house rent.
- Leave Travel Allowance claims will be treated as per existing tax laws and the remainder will be paid as Special Allowance and taxed accordingly. The Leave Travel Allowance can be claimed twice in a year with minimum time gap being six months. LTA can be used for up to maximum of economy class airfare for the current period of 2015-2016.
- You can claim income tax exemption on medical reimbursement subject to submitting bills before due dates specified from time to time by the finance department.
- As per the statutory regulations, if you are covered under Payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-gratia".

- Performance Pay will 2% of Invoicing, Paid Monthly. Please note: The Company reserves the right at its discretion to adjust the Performance Award Program terms or cancel or otherwise modify the Program at any time .
- Gratuity is paid after complete five years of continuous service. RetailOn will pay 15 days salary for every completed year of service at the time of retirement or separation. The maximum amount payable is governed by the Gratuity Law.
- You should be on the rolls of the company at the time of the payout to be eligible for performance based variable Pay and stay bonus. You would not be eligible for this payout if you have resigned /exited or serving notice. Stay bonus will be paid monthly after completion of annual appraisal pay cycle.
- In case of any increase in the premium amount during the policy renewal period, the same will be borne by the employee.
- Stay would imply duration of one year with the company and the compensation revision is applicable as per the defined organization timelines in each stay.

- **Annexure II: NON COMPETE AGREEMENT**

I, **Saket Sourabh , do hereby** acknowledge and confirm the following:-

(1) I am accepting employment with RetailOn. Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with RetailOn.

(2) I am required, on behalf of RetailOn, to provide services to, or solicit business from, various clients of RetailOn (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of Twelve (12) months following the termination of my employment with RetailOn for any reason, I will not:

a. accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with RetailOn;

b. accept any offer of employment from a Named Competitor of RetailOn, if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with RetailOn.

For the purposes of this Non Compete Agreement, "Named Competitor" shall mean the following

Entities and their wholly owned subsidiaries:-

i. Magento Solution partners, Magento Associate Partners, Magento Technology Partners, Magento Hosting Partners

ii. Magento Solution providers, Magento System integrators

iii. Company working in eCommerce implementations

Place: Bangalore
Employee Signature:

Date:
Employee Name: **Saket Sourabh**
Acknowledged by RetailOn

Annexure III: DOCUMENTS REQUIRED

1. CV
2. Education Certificate(s)
3. Passport copies
4. 5 color photographs
5. Prior experience letters in line with your CV from all previous organizations.
6. Relieving letter from previous Employer
7. Birth Certificate
8. Latest Pay-slip
9. Appointment letter from previous Employer.
10. Latest Increment letter from previous Employer.

Your joining is subject to your submitting all these documents on the day you join RetailOn, Bangalore. Please bring all the originals for submission of these documents.

Royal Sundaram

Royal Sundaram Alliance Insurance Company Limited
Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR),
Karapakkam, Chennai - 600 097. Tel : 91- 44 - 7117 7117
e-mail: customer.services@royalsundaram.in website: www.royalsundaram.in
Registered Office: 21, Patullos Road, Chennai - 600 002.

January 25, 2016

To

Abhishek Verma
K-442, Sector K, Ashiana Colony,
Lucknow, Uttar Pradesh.

Dear Abhishek,

Thank you for meeting us to pursue an employment opportunity with Royal Sundaram Alliance Insurance Company Ltd.,

Further to the interviews you had with us, we are pleased to offer you the position of **Management Trainee.**

Your CTC is **Rs. 4,50,000/-** per annum, a detailed appointment letter, containing the compensation details, will be issued to you upon your joining Royal Sundaram.

Please note that statutory deduction to be made, if any, will be deducted from your salary (CTC).

This offer is subject to the Company receiving a satisfactory Medical Opinion & Reference Check.

You will be on Training for 12 months. During this period, this agreement may be terminated by both sides by giving 30 days notice or 1 month gross salary in lieu of notice. Your employment will be confirmed in writing subject to satisfactory performance after the probation period.

Your place of posting and reporting details will be intimated separately closer to your joining date.

This offer stands automatically withdrawn should you fail to join Royal Sundaram on or before **01-Apr-2016**

Welcome to the Royal Sundaram family!

Yours sincerely,

R Sekar
Head - Staffing, Compensation & Benefits

Rakesh Gupta
Chief Human Resources Officer

Acceptance

Accepted

Name : **Abhishek Verma**

Signature : Abhishek Verma

Royal Sundaram

Royal Sundaram Alliance Insurance Company Limited
Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR),
Karapakkam, Chennai - 600 097. Tel : 91 - 44 - 7117 7117
e-mail: customer.services@royalsundaram.in website: www.royalsundaram.in
Registered Office: 21, Patullos Road, Chennai - 600 002.

January 25, 2016

To

Varad Rastogi
Civil Line,
Fatehpur – 212 601.

Dear Varad Rastogi,

Thank you for meeting us to pursue an employment opportunity with Royal Sundaram Alliance Insurance Company Ltd.,

Further to the interviews you had with us, we are pleased to offer you the position of **Management Trainee.**

Your CTC is **Rs. 4,50,000/-** per annum, a detailed appointment letter, containing the compensation details, will be issued to you upon your joining Royal Sundaram.

Please note that statutory deduction to be made, if any, will be deducted from your salary (CTC).

This offer is subject to the Company receiving a satisfactory Medical Opinion & Reference Check.

You will be on Training for 12 months. During this period, this agreement may be terminated by both sides by giving 30 days notice or 1 month gross salary in lieu of notice. Your employment will be confirmed in writing subject to satisfactory performance after the probation period.

Your place of posting and reporting details will be intimated separately closer to your joining date.

This offer stands automatically withdrawn should you fail to join Royal Sundaram on or before **01-Apr-2016**

Welcome to the Royal Sundaram family!

Yours sincerely,

R Sekar
Head - Staffing, Compensation & Benefits

Rakesh Gupta
Chief Human Resources Officer

Acceptance

Accepted

Name : Varad Rastogi

Signature : Varad Rastogi

Standard Chartered
Scope International

CONTRACT OF EMPLOYMENT

Scope International Private Limited (1)

and

Isha Kalra (2)

Scope International Private Limited
(A wholly owned subsidiary of Standard Chartered Bank, UK)
CIN: U67190TN2000PTC049177
1, Haddows Road, Chennai - 600 006, India.
Tel (91-44) 2821 9188
Fax (91-44) 2821 9466

Standard Chartered
Scope International

THIS AGREEMENT is made on **May 12, 2016 BETWEEN:**

(1) **Scope International Private Limited** whose registered office is at - **No.1, Haddows Road, Chennai - 600006 (the "Company")**; and

(2) **Isha Kalra** of **EH-54 , Scheme No 54, vijay nagar Indore Madhya Prasdesh ("you"** or the **"Employee")**.

IT IS AGREED as follows:

1 **Definitions and Interpretation**

In this Agreement where the context admits the following expressions shall have the following meanings:

"Claw-back Policy" means any claw back policy issued by the Group from time to time;

"Client" means any customer of Scope International Private Limited or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

"Commencement Date" means **June 6, 2016** or such other date as is agreed in writing between the parties;

"Conduct Rules" means the conduct rules issued from time to time by the PRA and/or the FCA that apply or may apply to you by virtue of your employment under this Agreement and/or by virtue of being a Certified Person;

"Confidential Information" means trade secrets or information of a confidential nature which belongs or relates to Scope International Private Limited or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

"Employment" means your employment under this Agreement;

"FCA" means the Financial Conduct Authority;

"Group" means Scope International Private Limited and any Group Companies;

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"Group Company" means Scope International Private Limited and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of Scope International Private Limited or a subsidiary of any such holding company (and **"Group Companies"** shall be construed accordingly);

"Group Policies and Procedures" means in particular any policies, procedures, statements, guidance, privacy notices, operating instructions or similar documents which contain information on the use of Systems or information which the Group may issue from time to time;

"The Bridge" means the Group's intranet as amended from time to time;

"Intellectual Property" means designs, trademarks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

"Legal Duties" means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

"Monitoring" includes the monitoring of electronic communications such as emails and instant messages whether sent from fixed or mobile equipment and including communications over third party instant messaging programmes, social media services or any other services which enable employees and contractors to send and receive electronic communication, internet access/use, telephone monitoring which includes listening in to calls in real time and reviewing call logs for traffic data and location data, numbers dialled and time spent on calls, monitoring of the use of printers, scanners or similar devices, video and audio monitoring, CCTV and monitoring of access to buildings through access cards or similar devices and mechanisms, in-vehicle monitoring or monitoring through information obtained from third parties;

"PRA" means the Prudential Regulatory Authority;

"Prospective Client" means any person with whom Scope International Private Limited shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, goods or services at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control or supervision shall to your knowledge have had business dealings at any time during such period;

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"Restricted Services" means any services or product, sold, supplied, produced or developed, by Scope International Private Limited (or any Group Company) with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

"Restricted Supplier" means any person who or which supplied goods or services to Scope International Private Limited (or any Group Company) as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control or supervision of the Employee shall to the Employee's knowledge have had business dealings during such period;

"Senior Person" means any director or any employee of global grade 5 or above of Scope International Private Limited or any Group Company on the date your Employment terminates, with whom you had material contact or dealings in performing the duties of your Employment, and who had material contact with clients, customers or suppliers of Scope International Private Limited or any Group Company in performing his or her duties of employment with Scope International Private Limited or any Group Company;

"Systems" means in particular Group's infrastructure, hardware, software, electronic devices or other gadgets, telecommunication and other equipment, internet, networks or databases used by Scope International Private Limited or the Group to carry out its business; and

"Termination Date" means the date of the termination of this Agreement.

1.1 In this Agreement, where the context admits:

(a) the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 1159 of the Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed to it by section 1162 of the same Act;

(b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;

(c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;

(d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

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(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in Scope International Private Limited or a Group Company means the holder of that position from time to time.

1.2 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

2 Contractual Terms

This Agreement contains the terms of your employment with Scope International Private Limited. Whilst reference is made to other Scope International Private Limited policies and procedures, those are not contractual in effect unless otherwise expressly stated.

3 Appointment

3.1 Subject to the conditions in this clause 3, you are employed as a **Associate Manager**, initially working in **Banking Ops**, reporting to **Head Credit Risk & Credit Documentation Unit** or such other person as Scope International Private Limited may determine from time to time. This position is ***Grade* E**. You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary for you to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and that you immediately notify Scope International Private Limited if you cease to hold them.

3.3 This Agreement is a conditional contract subject to: (i) you satisfying Scope International Private Limited's pre-employment verification checks (including criminal record checks and references that are satisfactory to Scope International Private Limited); [and] (ii) all and any necessary regulatory approvals for your role having been received and remaining in force. You agree that, where required by any relevant regulator, government body or law, you may be subject to credit, financial and criminal background checks at any time during your Employment.

3.4 This Agreement is also conditional upon and subject to Scope International Private Limited's receipt prior to the Commencement Date of satisfactory original evidence of your right to work. If you do not comply with this condition, Scope International Private Limited

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reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify Scope International Private Limited.

4 Continuous employment

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. Scope International Private Limited will treat no previous employment as continuous with your Employment.

5 Place of Work

5.1 Your current place of work will be at our **Bangalore** office. Scope International Private Limited reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. Scope International Private Limited may require you to work at any other Scope International Private Limited office at any location overseas as Scope International Private Limited may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

6 Term and Notice

Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 month's written notice on either side, or otherwise as provided in this Agreement.

7 Duties and Powers

Whilst this Agreement remains in effect, you shall:

(a) devote the whole of your working time, attention and skill to the business of Scope International Private Limited (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by Scope International Private Limited in writing;

(b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of Scope International Private Limited;

(c) use your best endeavours to promote and protect the interests and welfare of Scope International Private Limited, the Group and any Group Company;

(d) comply with any rules, regulations, policies and procedures of or issued by Scope International Private Limited or any Group Company from time to time;

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(e) promptly disclose to your line manager any information which comes into your possession which may adversely affect Scope International Private Limited, the Group or any Group Company;

(f) if and so long as Scope International Private Limited requires and without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;

(g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of Scope International Private Limited and any Group Company and provide such explanations in connection with it as your line manager may require; and

(h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and Scope International Private Limited or any Group Company and any material breach or default of your obligations under this Agreement; and

(i) without prejudice to the obligations and duties set out above, comply with your Legal Duties;

(j) familiarise yourself with, and comply with, the Conduct Rules;

(k) undertake any training required from time to time to enable you to continue to perform your duties.

8 Remuneration

8.1 Total Employment Compensation will be **Rs.750000/-(Rupees Seven Hundred Fifty Thousand Only) per annum** which includes Basic Salary of **Rs.300000/- (Rupees Three Hundred Thousand Only)** gross per annum payable monthly in arrears normally on 25th day of each calendar month (or where the 25th falls on a non-working day, payment will normally be made on the last preceding working day). Your Total Employment Compensation shall be subject to appropriate tax and other statutory deductions.

8.2 Your Total Employment Compensation will be reviewed annually. Any increase will be at the sole discretion of Scope International Private Limited, will be notified to you in writing and will take effect from 1 April each year. Your first base salary review will take effect on **1 April 2017**.

9 Discretionary variable compensation

9.1 You are eligible to participate in the Group's Discretionary Total Variable Compensation Plan (**"the Plan"**). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the

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Group, and your adherence to Scope International Private Limited's stated values and sound risk management principles. Any award will be subject to the Group Claw-back Policy as amended from time to time

9.2 Your Plan target for the performance year **2016** will be **10% of your Total Employment Compensation**. This target is for indicative purposes only and will be pro-rated depending on your Commencement Date. Actual awards may vary significantly from the target depending on a number of factors including those outlined above.

9.3 Approved discretionary variable compensation awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your Commencement Date although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. Scope International Private Limited retains absolute discretion as to the size of the award to be made under the Plan (if any). Scope International Private Limited reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.

9.4 Except as expressly provided in the Discretionary Total Variable Compensation Plan Rules, any award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your Employment on the date that the award is made. For the avoidance of doubt, no payment or pro rata payment under a discretionary plan will be made to you if you are serving notice (whether actively or on garden leave) as at the relevant award date.

9.5 Any tax liabilities arising from the award will be for your own account. All awards are non-pensionable.

9.6 A deferral mechanism (the "**Deferral Mechanism**") exists under the [Group's Structure of Discretionary Variable Compensation Policy]. You may be required to defer part of any sum awarded into Standard Chartered PLC shares or other similar instrument rather than the award being paid entirely in cash. Where a portion of the award is deferred, such awards will normally be granted on Scope International Private Limited's annual share grant date, anticipated to be in March following the relevant performance year, providing that: (except as expressly provided in the Discretionary Total Variable Compensation Plan Rules): (i) your Employment has not already terminated and (ii) neither party has served notice to terminate your employment, as at the relevant award date. For the avoidance of doubt, no grant will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant grant date. You will be informed at that time of the number of shares under any deferred share award. Scope International Private Limited reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time. Any deferred

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awards will be treated in accordance with the rules of the relevant plan as amended from time to time.

10 Share Plans

10.1 Sharesave plan

Details of sharesave are also available on the Bridge including the relevant date eligibility criteria.

10.2 Other share plan related provisions

During your Employment, you may become eligible for consideration for participation in one of Standard Chartered Bank's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with Scope International Private Limited at the time of grant or award and not under notice (whether given by you or Scope International Private Limited). The level of your participation (if any) is at the sole discretion of Scope International Private Limited and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by Scope International Private Limited would be available, following the commencement of your Employment, on the share plan website on the Bridge, the Group's intranet.

Standard Chartered Bank's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 22 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on the Bridge. Scope International Private Limited and any Group Company reserve the right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

10.3 Pensions and benefits

10.4 You will be eligible to join the retirement benefit plan, if any, operated by the Group in your home country. Your participation in this arrangement will be subject to the rules of the arrangement from time to time in force.

10.5 You will be eligible for life assurance benefits from the date you join Scope International Private Limited subject to your completing and returning the enrolment form. Your entitlement to life assurance benefits will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from

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time to time. If the insurer refuses to provide any life assurance benefit to you, Scope International Private Limited shall not be liable to provide such benefits itself or any compensation in lieu thereof.

10.6 Scope International Private Limited reserves the right to amend the terms of on which any pension and life assurance benefits are provided or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

11 Deductions

11.1 Scope International Private Limited may deduct from any amounts due to you such tax and social security contributions or their equivalents as Scope International Private Limited is required to deduct by law.

11.2 You hereby authorise Scope International Private Limited to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Scope International Private Limited including, without limitation, any overpayments, loans or advances made to you by Scope International Private Limited, any overpayments in respect of annual leave taken in excess of your entitlement, - any repayment due from you to Scope International Private Limited].

12 Termination

12.1 Notwithstanding any other provision in this Agreement, Scope International Private Limited is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:

(a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or

(b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment (or the Conduct Rules, if applicable); or

(c) been negligent and incompetent in the performance of your duties in the reasonable opinion of Scope International Private Limited, or ceased to attain or hold the qualifications necessary to carry out your work for Scope International Private Limited; or

(d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Scope International Private Limited into disrepute, or which is materially adverse to the interests of Scope International Private Limited or any Group Company or which has irreparably damaged the working relationship between you and the Group; or

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(e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or

(f) become Scope International Private Limitedrupt or made any arrangement or composition with or for the benefit of your creditors; or

(g) been disqualified or prohibited by law from holding office in Scope International Private Limited, any Group Company or in any other company; or

(h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Scope International Private Limited or any Group Company; or

(i) failed to satisfy the any of the pre-employment conditons or maintain any of the approvals in Clause 3 above.

The rights of Scope International Private Limited under this clause 12.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Scope International Private Limited in exercising such a right of termination will not constitute a waiver of it.

12.2 If Scope International Private Limited believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, [including any concern it may have in relation to your fitness and propriety or a potential breach by you of the Conduct Rules], it shall be entitled (without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

12.3 Once notice has been given by either party, Scope International Private Limited shall be entitled at its absolute discretion to terminate your Employment lawfully and with immediate effect by giving written notice of its intention to make a payment in lieu of notice (the "**PILON Payment**") to you in which case your Employment will terminate on the date specified in the notice. The amount of the PILON Payment shall be TEC-Retirals (Employer PF + Employer Gratuity) only which you would be entitled to receive during any unexpired part of the notice period under clause 6 of this Agreement, less any appropriate deductions. Scope International Private Limited may in its absolute discretion elect to make the PILON Payment in equal monthly instalments in arrears. For the avoidance of doubt you shall not be entitled to pay in lieu of any other benefits (including medical and life benefits, fixed pay allowance, pension or retirement allowance or variable compensation) or holiday which may otherwise have accrued during what would have

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been your notice period. If Scope International Private Limited terminates your Employment in accordance with this clause 12.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 12.5 and the restrictive covenants under clause 22) shall remain in force.

12.4 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then Scope International Private Limited may at its absolute discretion terminate your Employment by giving not less than two (2) months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to Scope International Private Limited's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.

12.5 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Scope International Private Limited, to assist the Group in cases of litigation, regulatory or other investigation where you have been involved in the business underlying the dispute or investigation and/or may have relevant information.

12.6 During any period of notice of termination Scope International Private Limited may require you to take garden leave for all or part of the remaining period of your Employment. If you are asked to take garden leave Scope International Private Limited:

(a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;

(b) may ask you to resign immediately from any offices you hold in the Group;

(c) may exclude you from any premises of any Group Company;

(d) shall require you to return all documents and other materials (including copies) belonging to Scope International Private Limited containing confidential information;

(e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Scope International Private Limited or any Group Company; and

(f) may appoint any other person or persons to act in your place,

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provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

13 Working Hours

Your normal hours of work are **40** hours per week (usually, with a lunch break of one hour daily), but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. Scope International Private Limited reserves the right to vary your working hours as necessary to meet the changing needs of the business.

14 Annual leave

14.1 In addition to the usual public holidays, you are entitled to **21** days' paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. If applicable, upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of 1/260th of your basic annual salary.

14.2 Holiday must be taken at such times as are agreed with your Line Manager.

14.3 You must comply with Scope International Private Limited's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.

14.4 You are eligible to carry forward a maximum of 5 days' leave (or the pro-rated equivalent if the Employment is part-time) from one holiday year to the next, subject to the agreement of your line manager. Any additional holiday leave not taken within the relevant holiday year will be forfeited. Any holiday leave carried forward in accordance with the terms of this clause 14 must be taken by you by 31 March in the following holiday year otherwise this will be forfeited without entitlement to a payment in lieu.

15 Sickness and other absence

15.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for seven consecutive days or more (including weekends) you must submit a doctor's certificate to Scope International Private Limited. On your return you must record your absence through Scope International Private Limited's PeopleSoft online management system.

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15.2 Should you be absent from your duties for a period in excess of six (6) months as a result of illness or injury, and assuming you have successfully completed one year's continuous service following the Commencement Date, you may be entitled to consideration for benefits under Scope International Private Limited's Permanent Health Insurance, details of which will be made available to you upon joining. The payment of any benefits under such a scheme will be on such terms as Scope International Private Limited may from time to time decide and shall be subject to: (i) acceptance that you are entitled to such benefits (and to payment of such benefits) by the relevant insurer (whose decision shall be final) on reasonable rates of premium; and (ii) the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion without payment to you for compensation for any such amendment or withdrawal. Your entitlement to benefits under the insurance scheme (if any) or any other scheme is without prejudice to Scope International Private Limited's right to terminate your Employment on notice or otherwise and Scope International Private Limited reserves the right to terminate your Employment at any time during illness or disability. If the relevant insurer refuses for any reason to provide any benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

15.3 Scope International Private Limited reserves the right to require you to undergo a medical examination by a doctor or other medical practitioner appointed by Scope International Private Limited at any time during your Employment whether or not you are absent by reason of illness or injury or otherwise. You agree to give such authority as Scope International Private Limited may request or require so as to allow Scope International Private Limited unconditional access to any report or reports produced as a result of any such examination.

16 Medical Provision

16.1 You, your Spouse and 2 children up to age 21 (or date of marriage if earlier) will be eligible to join Scope International Private Limited's Private Medical Scheme (the "**Scheme**"). The premiums will be borne by Scope International Private Limited. Your entitlement to cover under the Scheme will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the Scheme or to withdraw it completely at its sole discretion at any time without payment to you for compensation for any such amendment or withdrawal. If the relevant insurer refuses for any reason to provide any medical benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

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17 Scope International Private Limited Expenses

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on Scope International Private Limited's business in the performance of your duties under this Agreement provided these have been agreed in advance with your line manager subject always to the production of appropriate receipts and compliance with applicable Scope International Private Limited policy from time to time in force.

18 Financial Regulatory Legislation and Outside Business Interests

18.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the FCA and PRA) and policy of the Group, in relation to the business of the Group.

18.2 Your attention is drawn to Scope International Private Limited's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [PersonalDealing1@sc.com].

18.3 Except with the prior written consent of the Regional Control Room, you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.

18.4 You shall not introduce to any other person, firm, Scope International Private Limited or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

19 Monitoring Practices and Use of Scope International Private Limited's Systems

19.1 By signing this Agreement, you acknowledge the Group may monitor and record without further notice or warning any use that you make of the Group's Systems for the purpose of ensuring that such Group Systems are being used lawfully and appropriately and that the Group's policies and procedures are being complied with to protect:

(a) the Group's legitimate business interests;

(b) confidential information belonging to the Group or any other party;

(c) the security of the Group's Systems; and

(d) to comply with the Group's legal and regulatory obligations.

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19.2 You must comply with all Group Policies and Procedures, which relate to the use of Group's Systems, including privately owned Systems used for the Group's business.

20 Confidential Information and Scope International Private Limited Documents

20.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of Scope International Private Limited and/or any Group Company:

(a) divulge or communicate to any person, company, business entity or other organisation; or

(b) use for your own purposes or for any purposes other than those of Scope International Private Limited or any Group Company; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of Scope International Private Limited and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

20.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Scope International Private Limited or any Group Company (and any copies of the same):

(a) shall be and remain the property of Scope International Private Limited or the relevant Group Company; and

(b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Scope International Private Limited or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by Scope International Private Limited) on demand and in any event on the termination of the Employment.

20.3 Nothing in this Agreement shall preclude you from making a disclosure under Scope International Private Limited's "Speak-Up" Policy which is available on the Bridge

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(including to a regulator). This includes protected disclosures about topics previously disclosed to another recipient.

21 Intellectual Property

21.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of Scope International Private Limited or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Scope International Private Limited or such Group Company as Scope International Private Limited may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in Scope International Private Limited or such Group Company as Scope International Private Limited may direct by the operation of law, you hereby assign absolutely to Scope International Private Limited or such Group Company as Scope International Private Limited may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 21 shall be construed as limiting or excluding the rights of you or Scope International Private Limited under applicable legislation relating to employee created Intellectual Property.

21.2 You further agree that in relation to Intellectual Property owned by Scope International Private Limited or such Group Company as Scope International Private Limited may direct in accordance with clause 21 above you will:

(a) assist Scope International Private Limited (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by Scope International Private Limited or Group Company in any jurisdiction in the world; and

(b) assist Scope International Private Limited or Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending Scope International Private Limited or Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

22 Restrictive Covenants

22.1 You hereby undertake to Scope International Private Limited that you shall not during your employment or during the period of six (6) months (or twelve (12) months in relation to clause 22.1(c) following the Termination Date (the "**Relevant Period**"), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in

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conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with Scope International Private Limited or any Group Company

(a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with Scope International Private Limited or any Group Company;

(b) have any material business dealings concerning Restricted Services with any Client or Prospective Client;

(c) solicit, induce, entice or procure any Senior Person to leave Scope International Private Limited or any Group Company whether or not any such person would thereby be committing a breach of contract; or

(d) interfere with the relationship between Scope International Private Limited and a Restricted Supplier.

22.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.

22.3 You hereby covenant with Scope International Private Limited (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during your Employment) in terms identical to those contained in clause 22.1 save that references to the "Scope International Private Limited" shall for the purposes of this clause 22.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on Scope International Private Limited's request promptly enter into a deed of restrictive covenants in a form acceptable to Scope International Private Limited with any such Group Company in order to give such Group Company the same protection given to Scope International Private Limited pursuant to clause 22.1 above.

22.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 22, you shall make the substance of the restrictions contained in clauses 20, 21 and 22 known to the person making such offer.

22.5 You hereby undertake to Scope International Private Limited that you will not at any time:

a) during the continuance, or after the termination, of your Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered"; or

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b) after the termination of your Employment or the Agreement claim, represent or otherwise indicate any present association with Scope International Private Limited or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with Scope International Private Limited or any Group Company to its or their detriment.

23 Obligations on Termination

Upon termination of your Employment with Scope International Private Limited (for whatever reason) or where Scope International Private Limited exercises its powers pursuant to clause 12.6, you shall:

(a) without compensation resign from all offices held by you in any Group Company and shall transfer to Scope International Private Limited or any relevant Group Company without payment or as Scope International Private Limited may direct any qualifying shares held by you as nominee for Scope International Private Limited or any relevant Group Company;

(b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

(c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform Scope International Private Limited of relevant computer passwords used by you; and

(d) immediately repay all outstanding debts or loans due to any Group Company.

24 Grievance, Disciplinary and Performance Procedures

Details of Scope International Private Limited's non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on the Bridge.

25 Data Protection

25.1 You consent to Scope International Private Limited processing your personal data for the purposes of and in connection with your Employment, for Scope International Private Limited's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to Scope International Private Limited processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Scope International Private Limited may, when necessary for these purposes, make such data available to

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other Group Companies, to its advisers, to its agents, to parties providing products and/or services to Scope International Private Limited (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for Scope International Private Limited's business operations, to regulatory and tax authorities (including HM Revenue & Customs), to any potential purchasers or merger partner of Scope International Private Limited or its business or subscriber to the Group's shares or as required by law.

25.2 Your details will be available to authorised personnel in any country in which Scope International Private Limited operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.

25.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with Scope International Private Limited, you process personal data (whether relating to prospective, current or future employees of Scope International Private Limited at any time, clients or customers of Scope International Private Limited or any persons) you will comply at all times with relevant legislation.

25.4 **Group Code of Conduct & Policies**

25.5 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Policy on Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on the Bridge) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

25.6 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of HR policies and procedures are also contained on the Bridge, and you should familiarise yourself with all such policies. You are required to comply with all Scope International Private Limited's policies and procedures whether set out on the Bridge, in employee handbooks or in any other format as published from time to time. You are also required to complete all induction training and mandatory learning within the relevant specified timeline. Scope International Private Limited may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of the Code of Conduct and/or the policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.

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25.7 There are no collective agreements in force affecting your Employment.

26 Entire Agreement

26.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.

26.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

27 Variation

Scope International Private Limited reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

28 Severability

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

29 Relevant Law

29.1 This Agreement takes effect under, is governed by and is to be interpreted according to the law of India.

29.2 Scope International Private Limited and you both hereby submit to the exclusive jurisdiction of Chennai Courts but this Agreement may be enforced by Scope International Private Limited in any court of competent jurisdiction.

30 Third Party Rights

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 12.5, 20, 21 and 22 may be enforced by any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

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31 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to **TM, Sivaponni** at the address given below. This offer is conditional on you having returned a signed copy of this agreement and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of **SCOPE INTERNATIONAL PRIVATE LIMITED**

Signed .....

Sivaramakrishnan, Anand
Vice President

Dated .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

Dated .....

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Standard Chartered
Scope International

CONTRACT OF EMPLOYMENT

Scope International Private Limited (1)

and

Munmun Dutta (2)

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Standard Chartered
Scope International

THIS AGREEMENT is made on **May 12, 2016 BETWEEN:**

(1) **Scope International Private Limited** whose registered office is at - **No.1, Haddows Road, Chennai - 600006 (the "Company")**; and

(2) **Munmun Dutta** of **D/5 , " Shivam", Near Bharat Sevashram Sangha, P. O. Saonari, Jamshedpur** ("**you**" or the "**Employee**").

IT IS AGREED as follows:

1 **Definitions and interpretation**

In this Agreement where the context admits the following expressions shall have the following meanings:

"**Claw-back Policy**" means any claw back policy issued by the Group from time to time;

"**Client**" means any customer of Scope International Private Limited or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

"**Commencement Date**" means **June 6, 2016** or such other date as is agreed in writing between the parties;

"**Conduct Rules**" means the conduct rules issued from time to time by the PRA and/or the FCA that apply or may apply to you by virtue of your employment under this Agreement and/or by virtue of being a Certified Person;

"**Confidential Information**" means trade secrets or information of a confidential nature which belongs or relates to Scope International Private Limited or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

"**Employment**" means your employment under this Agreement;

"**FCA**" means the Financial Conduct Authority;

"**Group**" means Scope International Private Limited and any Group Companies;

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"Group Company" means Scope International Private Limited and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of Scope International Private Limited or a subsidiary of any such holding company (and **"Group Companies"** shall be construed accordingly);

"Group Policies and Procedures" means in particular any policies, procedures, statements, guidance, privacy notices, operating instructions or similar documents which contain information on the use of Systems or information which the Group may issue from time to time;

"The Bridge" means the Group's intranet as amended from time to time;

"Intellectual Property" means designs, trademarks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

"Legal Duties" means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

"Monitoring" includes the monitoring of electronic communications such as emails and instant messages whether sent from fixed or mobile equipment and including communications over third party instant messaging programmes, social media services or any other services which enable employees and contractors to send and receive electronic communication, internet access/use, telephone monitoring which includes listening in to calls in real time and reviewing call logs for traffic data and location data, numbers dialled and time spent on calls, monitoring of the use of printers, scanners or similar devices, video and audio monitoring, CCTV and monitoring of access to buildings through access cards or similar devices and mechanisms, in-vehicle monitoring or monitoring through information obtained from third parties;

"PRA" means the Prudential Regulatory Authority;

"Prospective Client" means any person with whom Scope International Private Limited shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, goods or services at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control or supervision shall to your knowledge have had business dealings at any time during such period;

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"Restricted Services" means any services or product, sold, supplied, produced or developed, by Scope International Private Limited (or any Group Company) with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

"Restricted Supplier" means any person who or which supplied goods or services to Scope International Private Limited (or any Group Company) as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control or supervision of the Employee shall to the Employee's knowledge have had business dealings during such period;

"Senior Person" means any director or any employee of global grade 5 or above of Scope International Private Limited or any Group Company on the date your Employment terminates, with whom you had material contact or dealings in performing the duties of your Employment, and who had material contact with clients, customers or suppliers of Scope International Private Limited or any Group Company in performing his or her duties of employment with Scope International Private Limited or any Group Company;

"Systems" means in particular Group's infrastructure, hardware, software, electronic devices or other gadgets, telecommunication and other equipment, internet, networks or databases used by Scope International Private Limited or the Group to carry out its business; and

"Termination Date" means the date of the termination of this Agreement.

1.1 In this Agreement, where the context admits:

(a) the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 1159 of the Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed to it by section 1162 of the same Act;

(b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;

(c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;

(d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

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(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in Scope International Private Limited or a Group Company means the holder of that position from time to time.

1.2 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

2 Contractual Terms

This Agreement contains the terms of your employment with Scope International Private Limited. Whilst reference is made to other Scope International Private Limited policies and procedures, those are not contractual in effect unless otherwise expressly stated.

3 Appointment

3.1 Subject to the conditions in this clause 3, you are employed as a **Associate Manager,** initially working in **Banking Ops,** reporting to **Head Credit Risk & Credit Documentation Unit** or such other person as Scope International Private Limited may determine from time to time. This position is ***Grade* E.** You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary for you to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and that you immediately notify Scope International Private Limited if you cease to hold them.

3.3 This Agreement is a conditional contract subject to: (i) you satisfying Scope International Private Limited's pre-employment verification checks (including criminal record checks and references that are satisfactory to Scope International Private Limited); [and] (ii) all and any necessary regulatory approvals for your role having been received and remaining in force. You agree that, where required by any relevant regulator, government body or law, you may be subject to credit, financial and criminal background checks at any time during your Employment.

3.4 This Agreement is also conditional upon and subject to Scope International Private Limited's receipt prior to the Commencement Date of satisfactory original evidence of your right to work. If you do not comply with this condition, Scope International Private Limited

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reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify Scope International Private Limited.

4 Continuous employment

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. Scope International Private Limited will treat no previous employment as continuous with your Employment.

5 Place of Work

5.1 Your current place of work will be at our **Bangalore** office. Scope International Private Limited reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. Scope International Private Limited may require you to work at any other Scope International Private Limited office at any location overseas as Scope International Private Limited may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

6 Term and Notice

Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 month's written notice on either side, or otherwise as provided in this Agreement.

7 Duties and Powers

Whilst this Agreement remains in effect, you shall:

(a) devote the whole of your working time, attention and skill to the business of Scope International Private Limited (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by Scope International Private Limited in writing;

(b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of Scope International Private Limited;

(c) use your best endeavours to promote and protect the interests and welfare of Scope International Private Limited, the Group and any Group Company;

(d) comply with any rules, regulations, policies and procedures of or issued by Scope International Private Limited or any Group Company from time to time;

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(e) promptly disclose to your line manager any information which comes into your possession which may adversely affect Scope International Private Limited, the Group or any Group Company;

(f) if and so long as Scope International Private Limited requires and without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;

(g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of Scope International Private Limited and any Group Company and provide such explanations in connection with it as your line manager may require; and

(h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and Scope International Private Limited or any Group Company and any material breach or default of your obligations under this Agreement; and

(i) without prejudice to the obligations and duties set out above, comply with your Legal Duties;

(j) familiarise yourself with, and comply with, the Conduct Rules;

(k) undertake any training required from time to time to enable you to continue to perform your duties.

8 Remuneration

8.1 Total Employment Compensation will be **Rs.750000/-(Rupees Seven Hundred Fifty Thousand Only) per annum** which includes Basic Salary of **Rs.300000/- (Rupees Three Hundred Thousand Only)** gross per annum payable monthly in arrears normally on 25th day of each calendar month (or where the 25th falls on a non-working day, payment will normally be made on the last preceding working day). Your Total Employment Compensation shall be subject to appropriate tax and other statutory deductions.

8.2 Your Total Employment Compensation will be reviewed annually. Any increase will be at the sole discretion of Scope International Private Limited, will be notified to you in writing and will take effect from 1 April each year. Your first base salary review will take effect on **1 April 2017**.

9 Discretionary variable compensation

9.1 You are eligible to participate in the Group's Discretionary Total Variable Compensation Plan (**"the Plan"**). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the

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Group, and your adherence to Scope International Private Limited's stated values and sound risk management principles. Any award will be subject to the Group Claw-back Policy as amended from time to time

9.2 Your Plan target for the performance year **2016** will be **10% of your Total Employment Compensation.** This target is for indicative purposes only and will be pro-rated depending on your Commencement Date. Actual awards may vary significantly from the target depending on a number of factors including those outlined above.

9.3 Approved discretionary variable compensation awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your Commencement Date although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. Scope International Private Limited retains absolute discretion as to the size of the award to be made under the Plan (if any). Scope International Private Limited reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.

9.4 Except as expressly provided in the Discretionary Total Variable Compensation Plan Rules, any award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your Employment on the date that the award is made. For the avoidance of doubt, no payment or pro rata payment under a discretionary plan will be made to you if you are serving notice (whether actively or on garden leave) as at the relevant award date.

9.5 Any tax liabilities arising from the award will be for your own account. All awards are non-pensionable.

9.6 A deferral mechanism (the "**Deferral Mechanism**") exists under the [Group's Structure of Discretionary Variable Compensation Policy]. You may be required to defer part of any sum awarded into Standard Chartered PLC shares or other similar instrument rather than the award being paid entirely in cash. Where a portion of the award is deferred, such awards will normally be granted on Scope International Private Limited's annual share grant date, anticipated to be in March following the relevant performance year, providing that: (except as expressly provided in the Discretionary Total Variable Compensation Plan Rules): (i) your Employment has not already terminated and (ii) neither party has served notice to terminate your employment, as at the relevant award date. For the avoidance of doubt, no grant will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant grant date. You will be informed at that time of the number of shares under any deferred share award. Scope International Private Limited reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time. Any deferred

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awards will be treated in accordance with the rules of the relevant plan as amended from time to time.

10 Share Plans

10.1 Sharesave plan

Details of sharesave are also available on the Bridge including the relevant date eligibility criteria.

10.2 Other share plan related provisions

During your Employment, you may become eligible for consideration for participation in one of Standard Chartered Bank's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with Scope International Private Limited at the time of grant or award and not under notice (whether given by you or Scope International Private Limited). The level of your participation (if any) is at the sole discretion of Scope International Private Limited and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by Scope International Private Limited would be available, following the commencement of your Employment, on the share plan website on the Bridge, the Group's intranet.

Standard Chartered Bank's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 22 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on the Bridge. Scope International Private Limited and any Group Company reserve the right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

10.3 **Pensions and benefits**

10.4 You will be eligible to join the retirement benefit plan, if any, operated by the Group in your home country. Your participation in this arrangement will be subject to the rules of the arrangement from time to time in force.

10.5 You will be eligible for life assurance benefits from the date you join Scope International Private Limited subject to your completing and returning the enrolment form. Your entitlement to life assurance benefits will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from

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time to time. If the insurer refuses to provide any life assurance benefit to you, Scope International Private Limited shall not be liable to provide such benefits itself or any compensation in lieu thereof.

10.6 Scope International Private Limited reserves the right to amend the terms of on which any pension and life assurance benefits are provided or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

11 Deductions

11.1 Scope International Private Limited may deduct from any amounts due to you such tax and social security contributions or their equivalents as Scope International Private Limited is required to deduct by law.

11.2 You hereby authorise Scope International Private Limited to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Scope International Private Limited including, without limitation, any overpayments, loans or advances made to you by Scope International Private Limited, any overpayments in respect of annual leave taken in excess of your entitlement, - any repayment due from you to Scope International Private Limited].

12 Termination

12.1 Notwithstanding any other provision in this Agreement, Scope International Private Limited is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:

(a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or

(b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment (or the Conduct Rules, if applicable); or

(c) been negligent and incompetent in the performance of your duties in the reasonable opinion of Scope International Private Limited, or ceased to attain or hold the qualifications necessary to carry out your work for Scope International Private Limited; or

(d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Scope International Private Limited into disrepute, or which is materially adverse to the interests of Scope International Private Limited or any Group Company or which has irreparably damaged the working relationship between you and the Group; or

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(e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or

(f) become Scope International Private Limitedrupt or made any arrangement or composition with or for the benefit of your creditors; or

(g) been disqualified or prohibited by law from holding office in Scope International Private Limited, any Group Company or in any other company; or

(h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Scope International Private Limited or any Group Company; or

(i) failed to satisfy the any of the pre-employment conditons or maintain any of the approvals in Clause 3 above.

The rights of Scope International Private Limited under this clause 12.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Scope International Private Limited in exercising such a right of termination will not constitute a waiver of it.

12.2 If Scope International Private Limited believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, [including any concern it may have in relation to your fitness and propriety or a potential breach by you of the Conduct Rules], it shall be entitled (without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

12.3 Once notice has been given by either party, Scope International Private Limited shall be entitled at its absolute discretion to terminate your Employment lawfully and with immediate effect by giving written notice of its intention to make a payment in lieu of notice (the "**PILON Payment**") to you in which case your Employment will terminate on the date specified in the notice. The amount of the PILON Payment shall be TEC-Retirals (Employer PF + Employer Gratuity) only which you would be entitled to receive during any unexpired part of the notice period under clause 6 of this Agreement, less any appropriate deductions. Scope International Private Limited may in its absolute discretion elect to make the PILON Payment in equal monthly instalments in arrears. For the avoidance of doubt you shall not be entitled to pay in lieu of any other benefits (including medical and life benefits, fixed pay allowance, pension or retirement allowance or variable compensation) or holiday which may otherwise have accrued during what would have

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been your notice period. If Scope International Private Limited terminates your Employment in accordance with this clause 12.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 12.5 and the restrictive covenants under clause 22) shall remain in force.

12.4 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then Scope International Private Limited may at its absolute discretion terminate your Employment by giving not less than two (2) months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to Scope International Private Limited's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.

12.5 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Scope International Private Limited, to assist the Group in cases of litigation, regulatory or other investigation where you have been involved in the business underlying the dispute or investigation and/or may have relevant information.

12.6 During any period of notice of termination Scope International Private Limited may require you to take garden leave for all or part of the remaining period of your Employment. If you are asked to take garden leave Scope International Private Limited:

(a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;

(b) may ask you to resign immediately from any offices you hold in the Group;

(c) may exclude you from any premises of any Group Company;

(d) shall require you to return all documents and other materials (including copies) belonging to Scope International Private Limited containing confidential information;

(e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Scope International Private Limited or any Group Company; and

(f) may appoint any other person or persons to act in your place,

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provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

13 Working Hours

Your normal hours of work are **40** hours per week (usually, with a lunch break of one hour daily), but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. Scope International Private Limited reserves the right to vary your working hours as necessary to meet the changing needs of the business.

14 Annual leave

14.1 In addition to the usual public holidays, you are entitled to **21** days' paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. If applicable, upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of 1/260th of your basic annual salary.

14.2 Holiday must be taken at such times as are agreed with your Line Manager.

14.3 You must comply with Scope International Private Limited's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.

14.4 You are eligible to carry forward a maximum of 5 days' leave (or the pro-rated equivalent if the Employment is part-time) from one holiday year to the next, subject to the agreement of your line manager. Any additional holiday leave not taken within the relevant holiday year will be forfeited. Any holiday leave carried forward in accordance with the terms of this clause 14 must be taken by you by 31 March in the following holiday year otherwise this will be forfeited without entitlement to a payment in lieu.

15 Sickness and other absence

15.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for seven consecutive days or more (including weekends) you must submit a doctor's certificate to Scope International Private Limited. On your return you must record your absence through Scope International Private Limited's PeopleSoft online management system.

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15.2 Should you be absent from your duties for a period in excess of six (6) months as a result of illness or injury, and assuming you have successfully completed one year's continuous service following the Commencement Date, you may be entitled to consideration for benefits under Scope International Private Limited's Permanent Health Insurance, details of which will be made available to you upon joining. The payment of any benefits under such a scheme will be on such terms as Scope International Private Limited may from time to time decide and shall be subject to: (i) acceptance that you are entitled to such benefits (and to payment of such benefits) by the relevant insurer (whose decision shall be final) on reasonable rates of premium; and (ii) the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion without payment to you for compensation for any such amendment or withdrawal. Your entitlement to benefits under the insurance scheme (if any) or any other scheme is without prejudice to Scope International Private Limited's right to terminate your Employment on notice or otherwise and Scope International Private Limited reserves the right to terminate your Employment at any time during illness or disability. If the relevant insurer refuses for any reason to provide any benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

15.3 Scope International Private Limited reserves the right to require you to undergo a medical examination by a doctor or other medical practitioner appointed by Scope International Private Limited at any time during your Employment whether or not you are absent by reason of illness or injury or otherwise. You agree to give such authority as Scope International Private Limited may request or require so as to allow Scope International Private Limited unconditional access to any report or reports produced as a result of any such examination.

16 Medical Provision

16.1 You, your Spouse and 2 children up to age 21 (or date of marriage if earlier) will be eligible to join Scope International Private Limited's Private Medical Scheme (the "**Scheme**"). The premiums will be borne by Scope International Private Limited. Your entitlement to cover under the Scheme will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the Scheme or to withdraw it completely at its sole discretion at any time without payment to you for compensation for any such amendment or withdrawal. If the relevant insurer refuses for any reason to provide any medical benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

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17 Scope International Private Limited Expenses

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on Scope International Private Limited's business in the performance of your duties under this Agreement provided these have been agreed in advance with your line manager subject always to the production of appropriate receipts and compliance with applicable Scope International Private Limited policy from time to time in force.

18 Financial Regulatory Legislation and Outside Business Interests

18.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the FCA and PRA) and policy of the Group, in relation to the business of the Group.

18.2 Your attention is drawn to Scope International Private Limited's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [PersonalDealing1@sc.com].

18.3 Except with the prior written consent of the Regional Control Room, you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.

18.4 You shall not introduce to any other person, firm, Scope International Private Limited or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

19 Monitoring Practices and Use of Scope International Private Limited's Systems

19.1 By signing this Agreement, you acknowledge the Group may monitor and record without further notice or warning any use that you make of the Group's Systems for the purpose of ensuring that such Group Systems are being used lawfully and appropriately and that the Group's policies and procedures are being complied with to protect:

(a) the Group's legitimate business interests;

(b) confidential information belonging to the Group or any other party;

(c) the security of the Group's Systems; and

(d) to comply with the Group's legal and regulatory obligations.

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19.2 You must comply with all Group Policies and Procedures, which relate to the use of Group's Systems, including privately owned Systems used for the Group's business.

20 Confidential Information and Scope International Private Limited Documents

20.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of Scope International Private Limited and/or any Group Company:

(a) divulge or communicate to any person, company, business entity or other organisation; or

(b) use for your own purposes or for any purposes other than those of Scope International Private Limited or any Group Company; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of Scope International Private Limited and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

20.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Scope International Private Limited or any Group Company (and any copies of the same):

(a) shall be and remain the property of Scope International Private Limited or the relevant Group Company; and

(b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Scope International Private Limited or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by Scope International Private Limited) on demand and in any event on the termination of the Employment.

20.3 Nothing in this Agreement shall preclude you from making a disclosure under Scope International Private Limited's "Speak-Up" Policy which is available on the Bridge

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(including to a regulator). This includes protected disclosures about topics previously disclosed to another recipient.

21 Intellectual Property

21.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of Scope International Private Limited or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Scope International Private Limited or such Group Company as Scope International Private Limited may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in Scope International Private Limited or such Group Company as Scope International Private Limited may direct by the operation of law, you hereby assign absolutely to Scope International Private Limited or such Group Company as Scope International Private Limited may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 21 shall be construed as limiting or excluding the rights of you or Scope International Private Limited under applicable legislation relating to employee created Intellectual Property.

21.2 You further agree that in relation to Intellectual Property owned by Scope International Private Limited or such Group Company as Scope International Private Limited may direct in accordance with clause 21 above you will:

(a) assist Scope International Private Limited (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by Scope International Private Limited or Group Company in any jurisdiction in the world; and

(b) assist Scope International Private Limited or Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending Scope International Private Limited or Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

22 Restrictive Covenants

22.1 You hereby undertake to Scope International Private Limited that you shall not during your employment or during the period of six (6) months (or twelve (12) months in relation to clause 22.1(c) following the Termination Date (the "**Relevant Period**"), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in

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conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with Scope International Private Limited or any Group Company

(a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with Scope International Private Limited or any Group Company;

(b) have any material business dealings concerning Restricted Services with any Client or Prospective Client;

(c) solicit, induce, entice or procure any Senior Person to leave Scope International Private Limited or any Group Company whether or not any such person would thereby be committing a breach of contract; or

(d) interfere with the relationship between Scope International Private Limited and a Restricted Supplier.

22.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.

22.3 You hereby covenant with Scope International Private Limited (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during your Employment) in terms identical to those contained in clause 22.1 save that references to the "Scope International Private Limited" shall for the purposes of this clause 22.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on Scope International Private Limited's request promptly enter into a deed of restrictive covenants in a form acceptable to Scope International Private Limited with any such Group Company in order to give such Group Company the same protection given to Scope International Private Limited pursuant to clause 22.1 above.

22.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 22, you shall make the substance of the restrictions contained in clauses 20, 21 and 22 known to the person making such offer.

22.5 You hereby undertake to Scope International Private Limited that you will not at any time:

a) during the continuance, or after the termination, of your Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered"; or

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b) after the termination of your Employment or the Agreement claim, represent or otherwise indicate any present association with Scope International Private Limited or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with Scope International Private Limited or any Group Company to its or their detriment.

23 Obligations on Termination

Upon termination of your Employment with Scope International Private Limited (for whatever reason) or where Scope International Private Limited exercises its powers pursuant to clause 12.6, you shall:

(a) without compensation resign from all offices held by you in any Group Company and shall transfer to Scope International Private Limited or any relevant Group Company without payment or as Scope International Private Limited may direct any qualifying shares held by you as nominee for Scope International Private Limited or any relevant Group Company;

(b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

(c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform Scope International Private Limited of relevant computer passwords used by you; and

(d) immediately repay all outstanding debts or loans due to any Group Company.

24 Grievance, Disciplinary and Performance Procedures

Details of Scope International Private Limited's non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on the Bridge.

25 Data Protection

25.1 You consent to Scope International Private Limited processing your personal data for the purposes of and in connection with your Employment, for Scope International Private Limited's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to Scope International Private Limited processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Scope International Private Limited may, when necessary for these purposes, make such data available to

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other Group Companies, to its advisers, to its agents, to parties providing products and/or services to Scope International Private Limited (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for Scope International Private Limited's business operations, to regulatory and tax authorities (including HM Revenue & Customs), to any potential purchasers or merger partner of Scope International Private Limited or its business or subscriber to the Group's shares or as required by law.

25.2 Your details will be available to authorised personnel in any country in which Scope International Private Limited operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.

25.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with Scope International Private Limited, you process personal data (whether relating to prospective, current or future employees of Scope International Private Limited at any time, clients or customers of Scope International Private Limited or any persons) you will comply at all times with relevant legislation.

25.4 **Group Code of Conduct & Policies**

25.5 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Policy on Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on the Bridge) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

25.6 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of HR policies and procedures are also contained on the Bridge, and you should familiarise yourself with all such policies. You are required to comply with all Scope International Private Limited's policies and procedures whether set out on the Bridge, in employee handbooks or in any other format as published from time to time. You are also required to complete all induction training and mandatory learning within the relevant specified timeline. Scope International Private Limited may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of the Code of Conduct and/or the policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.

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25.7 There are no collective agreements in force affecting your Employment.

26 Entire Agreement

26.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.

26.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

27 Variation

Scope International Private Limited reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

28 Severability

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

29 Relevant Law

29.1 This Agreement takes effect under, is governed by and is to be interpreted according to the law of India.

29.2 Scope International Private Limited and you both hereby submit to the exclusive jurisdiction of Chennai Courts but this Agreement may be enforced by Scope International Private Limited in any court of competent jurisdiction.

30 Third Party Rights

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 12.5, 20, 21 and 22 may be enforced by any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

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31 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to **TM, Sivaponni** at the address given below. This offer is conditional on you having returned a signed copy of this agreement and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of **SCOPE INTERNATIONAL PRIVATE LIMITED**

Signed .....

Sivaramakrishnan, Anand
Vice President

Dated .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

Dated .....

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S&P CAPITAL IQ
McGRAW HILL FINANCIAL

S&P Capital IQ (India) Pvt. Ltd.
Survey No.12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R.Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spcapitaliq.com

Date: 9-May-2016

To,
Lakshmi Manasa Piduru,
Hyderabad

Dear Lakshmi Manasa,

Sub: - Offer Letter

This is with reference to the personal interview you had with us. We are pleased to inform you that you have been selected for the post of a **"Junior Research Associate"** on the following terms & conditions

1. Salary : Base salary per month during training period **Rs.23,500/-**
(Twenty Three Thousand Five Hundred rupees only)

Total Earnings per annum after confirmation from training period **Rs. 3, 64,199 /-**
(Three Lakhs Sixty Four Thousand One Hundred Ninety Nine rupees only)

*Gratuity will be paid as per Gratuity Act.

2. Validity : This offer is valid till **23-May-2016**. In case you do not report to duty on or before **23-May-2016**, this offer will be null & void. Based on the business requirements, you might be required to join us in short notice period.

3. Probation : You will be under probation for a period of **180 days** from the date of joining.

4. Notice Period : You shall be in the event of resignation give the company **one month** effective notice. You will not be allowed to avail any leave during the notice period the company will not be entitled to give any notice during probationary period.

5. Appointment Letter : A detailed appointment letter will be issued at the time of joining.

6. Indemnity Bond : You are required to sign an Indemnity Bond for the period of **one year** as the company is incurring and investing substantial amount and resources to provide necessary training for financial related services. Violation of the bond would be against a pre-estimated sum of **Rs. 50,000/-**

With reference to your application and the campus placement, this offer is subject to the following terms and conditions: Please note that both your employment and the terms of employment referred herein will be effective only in the event of you having successfully completed your **MBA** qualification by **Aug, 2016**. If at any time it is noticed that the above prerequisite is not met or if it is found that you are not a qualified **MBA** by **Aug, 2016**, your employment will be terminated.

We request you to bring the following, at the time of joining.

A) All Original Certificates, Marks lists, Service Certificates & relieving letter for verification. Kindly submit 3 set of photo copies of the same.
B) Provide a valid photo identity proof to open your salary account.
C) PAN Card & Aadhar Card
D) Six passport size photos.

We are an organization that values its people. We are sure that you would find working with us conducive.

We look forward to a long and mutually fruitful association with you, as a member of S&P Capital IQ India family.

Thanking you,
Yours faithfully,

Ravindranath Tagore Vadde
Lead - HR
For S&P Capital IQ (India) Pvt. Ltd.

Acknowledgement/ Acceptance

I am very pleased to accept the offer with S&P Capital IQ Information Systems (India) Private Limited. Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Signature: Manasa

Date: 9/5/2016.

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CIN: U72200TG1994PTC018719
www.spcapitaliq.com

Date: 28-Apr-2016

To,
Shivam Yadav,
Hyderabad

Dear Shivam Yadav,

Sub: - Offer Letter

This is with reference to the personal interview you had with us. We are pleased to inform you that you have been selected for the post of a **"Research Associate"** on the following terms & conditions

1. Salary : Total Earnings per annum **Rs. 4, 49,437/-** Rupees (Four Lakhs Forty Nine Thousand Four Hundred Thirty Seven rupees only)

   *Gratuity will be paid as per Gratuity Act.

2. Validity : This offer is valid till **2-May-16**. In case you do not report to duty on or before **2-May-16**, this offer will be null & void. Based on the business requirements, you might be required to join us in short notice period.

3. Probation : You will be under probation for a period of **180 days** from the date of joining.

4. Notice Period : You shall be in the event of resignation give the company **Two Months** effective notice. You will not be allowed to avail any leave during the notice period the company will not be entitled to give any notice during probationary period.

5. Appointment Letter : A detailed appointment letter will be issued at the time of joining.

6. Indemnity Bond : You are required to sign an Indemnity Bond for the period of **one year** as the company is incurring and investing substantial amount and resources to provide necessary training for financial related services. Violation of the bond would be against a pre-estimated sum of **Rs. 50,000/-**

Please note that both your employment and the terms of employment referred herein will be effective only in the event of you having successfully completed your **MBA** qualification by **Jul, 2016**. If at any time it is noticed that the above prerequisite is not met or if it is found that you are not a qualified **MBA** by **Jul, 2016**, your employment will be terminated.

We request you to bring the following, at the time of joining.

A) All Original Certificates, Marks lists, Service Certificates & relieving letter for verification. Kindly submit 3 set of photo copies of the same.
B) Provide a valid photo identity proof to open your salary account.
C) PAN Card & Aadhar Card
D) Six passport size photos.

We are an organization that values its people. We are sure that you would find working with us conducive.

We look forward to a long and mutually fruitful association with you, as a member of S&P Capital IQ India family.

Thanking you,
Yours faithfully,

Ravindranath Tagore Vadde
Lead - HR
For S&P Capital IQ (India) Pvt. Ltd.

Acknowledgement/ Acceptance

I am very pleased to accept the offer with S&P Capital IQ Information Systems (India) Private Limited. Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Signature: Shivam

Date: 02-05-16

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CIN: U72200TG1994PTC018719
www.spcapitaliq.com

Date: 9-May-2016

To,
Ananth Suravarapu,
Hyderabad

Dear Ananth,

Sub: - Offer Letter

This is with reference to the personal interview you had with us. We are pleased to inform you that you have been selected for the post of a **"Junior Research Associate"** on the following terms & conditions

1. Salary : Base salary per month during training period **Rs.23,500/-**
(Twenty Three Thousand Five Hundred rupees only)

Total Earnings per annum after confirmation from training period **Rs. 3, 64,199 /-**
(Three Lakhs Sixty Four Thousand One Hundred Ninety Nine rupees only)

*Gratuity will be paid as per Gratuity Act.

2. Validity : This offer is valid till **23-May-2016**. In case you do not report to duty on or before **23-May-2016**, this offer will be null & void. Based on the business requirements, you might be required to join us in short notice period.

3. Probation : You will be under probation for a period of **180 days** from the date of joining.

4. Notice Period : You shall be in the event of resignation give the company **one month** effective notice. You will not be allowed to avail any leave during the notice period the company will not be entitled to give any notice during probationary period.

5. Appointment Letter : A detailed appointment letter will be issued at the time of joining.

6. Indemnity Bond : You are required to sign an Indemnity Bond for the period of **one year** as the company is incurring and investing substantial amount and resources to provide necessary training for financial related services. Violation of the bond would be against a pre-estimated sum of **Rs. 50,000/-**

With reference to your application and the campus placement, this offer is subject to the following terms and conditions: Please note that both your employment and the terms of employment referred herein will be effective only in the event of you having successfully completed your **MBA** qualification by **Aug, 2016**. If at any time it is noticed that the above prerequisite is not met or if it is found that you are not a qualified **MBA** by **Aug, 2016**, your employment will be terminated.

We request you to bring the following, at the time of joining.

A) All Original Certificates, Marks lists, Service Certificates & relieving letter for verification. Kindly submit 3 set of photo copies of the same.
B) Provide a valid photo identity proof to open your salary account.
C) PAN Card & Aadhar Card
D) Six passport size photos.

We are an organization that values its people. We are sure that you would find working with us conducive.

We look forward to a long and mutually fruitful association with you, as a member of S&P Capital IQ India family.

Thanking you,
Yours faithfully,

Ravindranath Tagore Vadde
Lead - HR
For S&P Capital IQ (India) Pvt. Ltd.

Acknowledgement/ Acceptance

I am very pleased to accept the offer with S&P Capital IQ Information Systems (India) Private Limited. Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Signature: _____ Date: 09/April/2016

SBI Life
INSURANCE
With Us, You're Sure

Ms. Ankita Bhattacharya
IBS
Hyderabad

02-Dec 2015

SBIL-Mark-10141

Offer for Management Trainee

Dear Ankita Bhattacharya,

1. We congratulate you on your selection for the position of **Management Trainee** with our Company.

2. You will be on probation for one year. During this period, you will initially undergo class-room as well as on-the-job training for about 1 month in all functions at more than one location. This is designed to provide to you a structured, cross-functional exposure to our Company. This will be followed by your initial posting in a specific role and location.

3. Your fixed compensation will be Rs 5,60,000/- (Rupees Five Lakh Sixty Thousand only) p.a. Besides, you will be eligible for performance linked variable pay upto Rs 1,40,000/- (Rupees One Lakh Forty Thousand only). The details of the compensation are given at Annexure 1.

4. This offer of employment is subject to your fulfilling the following conditions:

- ✓ Qualifying Post Graduate Degree/ Diploma Programme on the day of joining OR
  Clearing PG Degree/ Diploma in first attempt if the results are awaited. You will have to submit final Degree/ Diploma mark sheets within 15 days of declaration of the results at university/institute concerned, failing which this offer automatically stands withdrawn.
- ✓ Submitting, in original, certificates of academic qualifications, age and other testimonials;

5. During the probation period, your performance will be assessed continually. On satisfactory completion of probation, your service in the Company will be confirmed.

6. Please arrange to return the duplicate copy of this letter, duly signed by you, in token of acceptance of the offer within 10 days of receiving this letter. Please also forward photocopies of your proof of age, educational certificates, other testimonials and 3 colour passport sized photographs, along with the acceptance letter.

SBI Life Insurance Co. Ltd. HR & Mgmt Services Mumbai

SBI Life
INSURANCE
With Us, You're Sure

7. For any clarification, you may contact on 022-61910416 or email at garima.sangwan@sbilife.co.in.

8. We shall advise you regarding the actual date of joining and details of the Management Trainee Induction Programme in due course.

9. In case of your resignation or termination from the services of SBI Life Insurance Co. Ltd for any reasons whatsoever, the admissibility or otherwise of payment of variable pay / incentive and the quantum of such incentive to be paid shall be at the sole discretion of the Management and no correspondence shall be entertained in this regard.

10. The normal age of superannuation shall be 60 years.

Yours faithfully,

(Mehul Oza)
Senior Manager – Human Resources

I, Mr / Ms Ankita Bhattacharya accept the above offer as Management Trainee in SBI Life Insurance Company Limited.

Signature: Date:

SBI Life
INSURANCE
With Us, You're Sure

Salary Sheet			
Name	Ankita Bhattacharya		
Designation	Management Trainee		
Grade Level	M7L1		
Annual Cost to Company	5,60,000		
Salary Component	**Amt per month (Rs)**	**Amt per annum (Rs)**	**Remarks**
Basic Salary	18,667	2,24,000	40% of Fixed Compensation
House Rent Allowance	9,333	1,12,000	50% of Basic Salary
Special Allowance	11,902	1,42,823	Flexibility to the employees to plan a tax-effective compensation structure by balancing the monthly net income, yearly benefits and income tax payable.
Conveyance	800	9,600	
Total Salary (A)	**40,702**	**4,88,423**	
			Reimbursements
Medical	1,250	15,000	Medical reimbursement will be on subject to production of valid receipts
Telephone	800	9,600	Telephone reimbursement will be on subject to production of valid receipts
LTA	778	9,333	LTA reimbursement will be one month's Basic Salary pay once in a block period of two years and subject to production of valid receipts.
Total Monthly Salary (B)	**2,828**	**33,933**	
Retiral Benefits			
PF	2,240	26,880	Company's contribution to PF @ 12% of Basic Salary
Gratuity	897	10,764	You will be entitled to gratuity as per the Payment of Gratuity Act, 1972 after completion of five years of service with the Company.
Total Retiral (C)	**3,137**	**37,644**	
Fixed Compensation (A+B+C)	**46,667**	**5,60,000**	
Performance linked Variable Pay as per Company policy up to		1,40,000	
Potential Annual Remuneration on a Cost to Company basis		**7,00,000**	

In addition, you are entitled for the following:

- Mediclaim Coverage for parents, spouse and up to two children up to ceiling of Rs 2 lakh p.a.
In case of Maternity Coverage claim is covered upto Rs 0.50 lakh from the date of joining of the employee.
-Group Life Insurance coverage of Rs 15 lakh.

Kindly note that Remuneration is a contract between you and the company and should be treated as strictly confidential.

SBI Life Insurance Co. Ltd. HR & Mgmt Services Mumbai

Standard Chartered
Scope International

CONTRACT OF EMPLOYMENT

Scope International Private Limited (1)

and

Arumugam Mohan (2)

Scope International Private Limited
(A wholly owned subsidiary of Standard Chartered Bank, UK)
CIN: U67190TN2000PTC049177
1, Haddows Road, Chennai - 600 006, India.
Tel (91-44) 2821 9188
Fax (91-44) 2821 9466

THIS AGREEMENT is made on **May 12, 2016 BETWEEN:**

(1) **Scope International Private Limited** whose registered office is at - **No.1, Haddows Road, Chennai - 600006 (the "Company")**; and

(2) **Arumugam Mohan** of **28/38 (Ground Floor) III rd Street , East Abhiramapuram, Mylapore Chennai ("you"** or the **"Employee")**.

IT IS AGREED as follows:

1 **Definitions and interpretation**

In this Agreement where the context admits the following expressions shall have the following meanings:

"Claw-back Policy" means any claw back policy issued by the Group from time to time;

"Client" means any customer of Scope International Private Limited or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

"Commencement Date" means **June 6, 2016** or such other date as is agreed in writing between the parties;

"Conduct Rules" means the conduct rules issued from time to time by the PRA and/or the FCA that apply or may apply to you by virtue of your employment under this Agreement and/or by virtue of being a Certified Person;

"Confidential Information" means trade secrets or information of a confidential nature which belongs or relates to Scope International Private Limited or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

"Employment" means your employment under this Agreement;

"FCA" means the Financial Conduct Authority;

"Group" means Scope International Private Limited and any Group Companies;

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"Group Company" means Scope International Private Limited and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of Scope International Private Limited or a subsidiary of any such holding company (and **"Group Companies"** shall be construed accordingly);

"Group Policies and Procedures" means in particular any policies, procedures, statements, guidance, privacy notices, operating instructions or similar documents which contain information on the use of Systems or information which the Group may issue from time to time;

"The Bridge" means the Group's intranet as amended from time to time;

"Intellectual Property" means designs, trademarks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

"Legal Duties" means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

"Monitoring" includes the monitoring of electronic communications such as emails and instant messages whether sent from fixed or mobile equipment and including communications over third party instant messaging programmes, social media services or any other services which enable employees and contractors to send and receive electronic communication, internet access/use, telephone monitoring which includes listening in to calls in real time and reviewing call logs for traffic data and location data, numbers dialled and time spent on calls, monitoring of the use of printers, scanners or similar devices, video and audio monitoring, CCTV and monitoring of access to buildings through access cards or similar devices and mechanisms, in-vehicle monitoring or monitoring through information obtained from third parties;

"PRA" means the Prudential Regulatory Authority;

"Prospective Client" means any person with whom Scope International Private Limited shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, goods or services at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control or supervision shall to your knowledge have had business dealings at any time during such period;

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"Restricted Services" means any services or product, sold, supplied, produced or developed, by Scope International Private Limited (or any Group Company) with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

"Restricted Supplier" means any person who or which supplied goods or services to Scope International Private Limited (or any Group Company) as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control or supervision of the Employee shall to the Employee's knowledge have had business dealings during such period;

"Senior Person" means any director or any employee of global grade 5 or above of Scope International Private Limited or any Group Company on the date your Employment terminates, with whom you had material contact or dealings in performing the duties of your Employment, and who had material contact with clients, customers or suppliers of Scope International Private Limited or any Group Company in performing his or her duties of employment with Scope International Private Limited or any Group Company;

"Systems" means in particular Group's infrastructure, hardware, software, electronic devices or other gadgets, telecommunication and other equipment, internet, networks or databases used by Scope International Private Limited or the Group to carry out its business; and

"Termination Date" means the date of the termination of this Agreement.

1.1 In this Agreement, where the context admits:

(a) the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 1159 of the Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed to it by section 1162 of the same Act;

(b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;

(c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;

(d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

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(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in Scope International Private Limited or a Group Company means the holder of that position from time to time.

1.2 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

2 Contractual Terms

This Agreement contains the terms of your employment with Scope International Private Limited. Whilst reference is made to other Scope International Private Limited policies and procedures, those are not contractual in effect unless otherwise expressly stated.

3 Appointment

3.1 Subject to the conditions in this clause 3, you are employed as a **Associate Manager,** initially working in **Banking Ops,** reporting to **Head Credit Risk & Credit Documentation Unit** or such other person as Scope International Private Limited may determine from time to time. This position is ***Grade* E.** You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary for you to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and that you immediately notify Scope International Private Limited if you cease to hold them.

3.3 This Agreement is a conditional contract subject to: (i) you satisfying Scope International Private Limited's pre-employment verification checks (including criminal record checks and references that are satisfactory to Scope International Private Limited); [and] (ii) all and any necessary regulatory approvals for your role having been received and remaining in force. You agree that, where required by any relevant regulator, government body or law, you may be subject to credit, financial and criminal background checks at any time during your Employment.

3.4 This Agreement is also conditional upon and subject to Scope International Private Limited's receipt prior to the Commencement Date of satisfactory original evidence of your right to work. If you do not comply with this condition, Scope International Private Limited

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reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify Scope International Private Limited.

4 Continuous employment

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. Scope International Private Limited will treat no previous employment as continuous with your Employment.

5 Place of Work

5.1 Your current place of work will be at our **Bangalore** office. Scope International Private Limited reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. Scope International Private Limited may require you to work at any other Scope International Private Limited office at any location overseas as Scope International Private Limited may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

6 Term and Notice

Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 month's written notice on either side, or otherwise as provided in this Agreement.

7 Duties and Powers

Whilst this Agreement remains in effect, you shall:

(a) devote the whole of your working time, attention and skill to the business of Scope International Private Limited (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by Scope International Private Limited in writing;

(b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of Scope International Private Limited;

(c) use your best endeavours to promote and protect the interests and welfare of Scope International Private Limited, the Group and any Group Company;

(d) comply with any rules, regulations, policies and procedures of or issued by Scope International Private Limited or any Group Company from time to time;

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(e) promptly disclose to your line manager any information which comes into your possession which may adversely affect Scope International Private Limited, the Group or any Group Company;

(f) if and so long as Scope International Private Limited requires and without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;

(g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of Scope International Private Limited and any Group Company and provide such explanations in connection with it as your line manager may require; and

(h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and Scope International Private Limited or any Group Company and any material breach or default of your obligations under this Agreement; and

(i) without prejudice to the obligations and duties set out above, comply with your Legal Duties;

(j) familiarise yourself with, and comply with, the Conduct Rules;

(k) undertake any training required from time to time to enable you to continue to perform your duties.

8 Remuneration

8.1 Total Employment Compensation will be **Rs.900000/-(Rupees Nine Hundred Thousand Only) per annum** which includes Basic Salary of **Rs.360000/- (Rupees Three Hundred Sixty Thousand Only)** gross per annum payable monthly in arrears normally on 25th day of each calendar month (or where the 25th falls on a non-working day, payment will normally be made on the last preceding working day). Your Total Employment Compensation shall be subject to appropriate tax and other statutory deductions.

8.2 Your Total Employment Compensation will be reviewed annually. Any increase will be at the sole discretion of Scope International Private Limited, will be notified to you in writing and will take effect from 1 April each year. Your first base salary review will take effect on **1 April 2017**.

9 Discretionary variable compensation

9.1 You are eligible to participate in the Group's Discretionary Total Variable Compensation Plan (**"the Plan"**). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the

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Group, and your adherence to Scope International Private Limited's stated values and sound risk management principles. Any award will be subject to the Group Claw-back Policy as amended from time to time

9.2 Your Plan target for the performance year **2016** will be **10% of your Total Employment Compensation**. This target is for indicative purposes only and will be pro-rated depending on your Commencement Date. Actual awards may vary significantly from the target depending on a number of factors including those outlined above.

9.3 Approved discretionary variable compensation awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your Commencement Date although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. Scope International Private Limited retains absolute discretion as to the size of the award to be made under the Plan (if any). Scope International Private Limited reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.

9.4 Except as expressly provided in the Discretionary Total Variable Compensation Plan Rules, any award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your Employment on the date that the award is made. For the avoidance of doubt, no payment or pro rata payment under a discretionary plan will be made to you if you are serving notice (whether actively or on garden leave) as at the relevant award date.

9.5 Any tax liabilities arising from the award will be for your own account. All awards are non-pensionable.

9.6 A deferral mechanism (the "**Deferral Mechanism**") exists under the [Group's Structure of Discretionary Variable Compensation Policy]. You may be required to defer part of any sum awarded into Standard Chartered PLC shares or other similar instrument rather than the award being paid entirely in cash. Where a portion of the award is deferred, such awards will normally be granted on Scope International Private Limited's annual share grant date, anticipated to be in March following the relevant performance year, providing that: (except as expressly provided in the Discretionary Total Variable Compensation Plan Rules): (i) your Employment has not already terminated and (ii) neither party has served notice to terminate your employment, as at the relevant award date. For the avoidance of doubt, no grant will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant grant date. You will be informed at that time of the number of shares under any deferred share award. Scope International Private Limited reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time. Any deferred

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awards will be treated in accordance with the rules of the relevant plan as amended from time to time.

10 Share Plans

10.1 Sharesave plan

Details of sharesave are also available on the Bridge including the relevant date eligibility criteria.

10.2 Other share plan related provisions

During your Employment, you may become eligible for consideration for participation in one of Standard Chartered Bank's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with Scope International Private Limited at the time of grant or award and not under notice (whether given by you or Scope International Private Limited). The level of your participation (if any) is at the sole discretion of Scope International Private Limited and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by Scope International Private Limited would be available, following the commencement of your Employment, on the share plan website on the Bridge, the Group's intranet.

Standard Chartered Bank's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 22 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on the Bridge. Scope International Private Limited and any Group Company reserve the right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

10.3 Pensions and benefits

10.4 You will be eligible to join the retirement benefit plan, if any, operated by the Group in your home country. Your participation in this arrangement will be subject to the rules of the arrangement from time to time in force.

10.5 You will be eligible for life assurance benefits from the date you join Scope International Private Limited subject to your completing and returning the enrolment form. Your entitlement to life assurance benefits will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from

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time to time. If the insurer refuses to provide any life assurance benefit to you, Scope International Private Limited shall not be liable to provide such benefits itself or any compensation in lieu thereof.

10.6 Scope International Private Limited reserves the right to amend the terms of on which any pension and life assurance benefits are provided or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

11 Deductions

11.1 Scope International Private Limited may deduct from any amounts due to you such tax and social security contributions or their equivalents as Scope International Private Limited is required to deduct by law.

11.2 You hereby authorise Scope International Private Limited to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Scope International Private Limited including, without limitation, any overpayments, loans or advances made to you by Scope International Private Limited, any overpayments in respect of annual leave taken in excess of your entitlement, - any repayment due from you to Scope International Private Limited].

12 Termination

12.1 Notwithstanding any other provision in this Agreement, Scope International Private Limited is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:

(a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or

(b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment (or the Conduct Rules, if applicable); or

(c) been negligent and incompetent in the performance of your duties in the reasonable opinion of Scope International Private Limited, or ceased to attain or hold the qualifications necessary to carry out your work for Scope International Private Limited; or

(d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Scope International Private Limited into disrepute, or which is materially adverse to the interests of Scope International Private Limited or any Group Company or which has irreparably damaged the working relationship between you and the Group; or

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(e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or

(f) become Scope International Private Limitedrupt or made any arrangement or composition with or for the benefit of your creditors; or

(g) been disqualified or prohibited by law from holding office in Scope International Private Limited, any Group Company or in any other company; or

(h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Scope International Private Limited or any Group Company; or

(i) failed to satisfy the any of the pre-employment conditons or maintain any of the approvals in Clause 3 above.

The rights of Scope International Private Limited under this clause 12.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Scope International Private Limited in exercising such a right of termination will not constitute a waiver of it.

12.2 If Scope International Private Limited believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, [including any concern it may have in relation to your fitness and propriety or a potential breach by you of the Conduct Rules], it shall be entitled (without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

12.3 Once notice has been given by either party, Scope International Private Limited shall be entitled at its absolute discretion to terminate your Employment lawfully and with immediate effect by giving written notice of its intention to make a payment in lieu of notice (the "**PILON Payment**") to you in which case your Employment will terminate on the date specified in the notice. The amount of the PILON Payment shall be TEC-Retirals (Employer PF + Employer Gratuity) only which you would be entitled to receive during any unexpired part of the notice period under clause 6 of this Agreement, less any appropriate deductions. Scope International Private Limited may in its absolute discretion elect to make the PILON Payment in equal monthly instalments in arrears. For the avoidance of doubt you shall not be entitled to pay in lieu of any other benefits (including medical and life benefits, fixed pay allowance, pension or retirement allowance or variable compensation) or holiday which may otherwise have accrued during what would have

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been your notice period. If Scope International Private Limited terminates your Employment in accordance with this clause 12.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 12.5 and the restrictive covenants under clause 22) shall remain in force.

12.4 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then Scope International Private Limited may at its absolute discretion terminate your Employment by giving not less than two (2) months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to Scope International Private Limited's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.

12.5 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Scope International Private Limited, to assist the Group in cases of litigation, regulatory or other investigation where you have been involved in the business underlying the dispute or investigation and/or may have relevant information.

12.6 During any period of notice of termination Scope International Private Limited may require you to take garden leave for all or part of the remaining period of your Employment. If you are asked to take garden leave Scope International Private Limited:

(a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;

(b) may ask you to resign immediately from any offices you hold in the Group;

(c) may exclude you from any premises of any Group Company;

(d) shall require you to return all documents and other materials (including copies) belonging to Scope International Private Limited containing confidential information;

(e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Scope International Private Limited or any Group Company; and

(f) may appoint any other person or persons to act in your place,

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provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

13 Working Hours

Your normal hours of work are **40** hours per week (usually, with a lunch break of one hour daily), but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. Scope International Private Limited reserves the right to vary your working hours as necessary to meet the changing needs of the business.

14 Annual leave

14.1 In addition to the usual public holidays, you are entitled to **21** days' paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. If applicable, upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of 1/260th of your basic annual salary.

14.2 Holiday must be taken at such times as are agreed with your Line Manager.

14.3 You must comply with Scope International Private Limited's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.

14.4 You are eligible to carry forward a maximum of 5 days' leave (or the pro-rated equivalent if the Employment is part-time) from one holiday year to the next, subject to the agreement of your line manager. Any additional holiday leave not taken within the relevant holiday year will be forfeited. Any holiday leave carried forward in accordance with the terms of this clause 14 must be taken by you by 31 March in the following holiday year otherwise this will be forfeited without entitlement to a payment in lieu.

15 Sickness and other absence

15.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for seven consecutive days or more (including weekends) you must submit a doctor's certificate to Scope International Private Limited. On your return you must record your absence through Scope International Private Limited's PeopleSoft online management system.

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15.2 Should you be absent from your duties for a period in excess of six (6) months as a result of illness or injury, and assuming you have successfully completed one year's continuous service following the Commencement Date, you may be entitled to consideration for benefits under Scope International Private Limited's Permanent Health Insurance, details of which will be made available to you upon joining. The payment of any benefits under such a scheme will be on such terms as Scope International Private Limited may from time to time decide and shall be subject to: (i) acceptance that you are entitled to such benefits (and to payment of such benefits) by the relevant insurer (whose decision shall be final) on reasonable rates of premium; and (ii) the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion without payment to you for compensation for any such amendment or withdrawal. Your entitlement to benefits under the insurance scheme (if any) or any other scheme is without prejudice to Scope International Private Limited's right to terminate your Employment on notice or otherwise and Scope International Private Limited reserves the right to terminate your Employment at any time during illness or disability. If the relevant insurer refuses for any reason to provide any benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

15.3 Scope International Private Limited reserves the right to require you to undergo a medical examination by a doctor or other medical practitioner appointed by Scope International Private Limited at any time during your Employment whether or not you are absent by reason of illness or injury or otherwise. You agree to give such authority as Scope International Private Limited may request or require so as to allow Scope International Private Limited unconditional access to any report or reports produced as a result of any such examination.

16 Medical Provision

16.1 You, your Spouse and 2 children up to age 21 (or date of marriage if earlier) will be eligible to join Scope International Private Limited's Private Medical Scheme (the "**Scheme**"). The premiums will be borne by Scope International Private Limited. Your entitlement to cover under the Scheme will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the Scheme or to withdraw it completely at its sole discretion at any time without payment to you for compensation for any such amendment or withdrawal. If the relevant insurer refuses for any reason to provide any medical benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

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17 Scope International Private Limited Expenses

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on Scope International Private Limited's business in the performance of your duties under this Agreement provided these have been agreed in advance with your line manager subject always to the production of appropriate receipts and compliance with applicable Scope International Private Limited policy from time to time in force.

18 Financial Regulatory Legislation and Outside Business Interests

18.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the FCA and PRA) and policy of the Group, in relation to the business of the Group.

18.2 Your attention is drawn to Scope International Private Limited's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [PersonalDealing1@sc.com].

18.3 Except with the prior written consent of the Regional Control Room, you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.

18.4 You shall not introduce to any other person, firm, Scope International Private Limited or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

19 Monitoring Practices and Use of Scope International Private Limited's Systems

19.1 By signing this Agreement, you acknowledge the Group may monitor and record without further notice or warning any use that you make of the Group's Systems for the purpose of ensuring that such Group Systems are being used lawfully and appropriately and that the Group's policies and procedures are being complied with to protect:

(a) the Group's legitimate business interests;

(b) confidential information belonging to the Group or any other party;

(c) the security of the Group's Systems; and

(d) to comply with the Group's legal and regulatory obligations.

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19.2 You must comply with all Group Policies and Procedures, which relate to the use of Group's Systems, including privately owned Systems used for the Group's business.

20 Confidential Information and Scope International Private Limited Documents

20.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of Scope International Private Limited and/or any Group Company:

(a) divulge or communicate to any person, company, business entity or other organisation; or

(b) use for your own purposes or for any purposes other than those of Scope International Private Limited or any Group Company; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of Scope International Private Limited and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

20.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Scope International Private Limited or any Group Company (and any copies of the same):

(a) shall be and remain the property of Scope International Private Limited or the relevant Group Company; and

(b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Scope International Private Limited or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by Scope International Private Limited) on demand and in any event on the termination of the Employment.

20.3 Nothing in this Agreement shall preclude you from making a disclosure under Scope International Private Limited's "Speak-Up" Policy which is available on the Bridge

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(including to a regulator). This includes protected disclosures about topics previously disclosed to another recipient.

21 Intellectual Property

21.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of Scope International Private Limited or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Scope International Private Limited or such Group Company as Scope International Private Limited may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in Scope International Private Limited or such Group Company as Scope International Private Limited may direct by the operation of law, you hereby assign absolutely to Scope International Private Limited or such Group Company as Scope International Private Limited may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 21 shall be construed as limiting or excluding the rights of you or Scope International Private Limited under applicable legislation relating to employee created Intellectual Property.

21.2 You further agree that in relation to Intellectual Property owned by Scope International Private Limited or such Group Company as Scope International Private Limited may direct in accordance with clause 21 above you will:

(a) assist Scope International Private Limited (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by Scope International Private Limited or Group Company in any jurisdiction in the world; and

(b) assist Scope International Private Limited or Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending Scope International Private Limited or Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

22 Restrictive Covenants

22.1 You hereby undertake to Scope International Private Limited that you shall not during your employment or during the period of six (6) months (or twelve (12) months in relation to clause 22.1(c) following the Termination Date (the "**Relevant Period**"), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in

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conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with Scope International Private Limited or any Group Company

(a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with Scope International Private Limited or any Group Company;

(b) have any material business dealings concerning Restricted Services with any Client or Prospective Client;

(c) solicit, induce, entice or procure any Senior Person to leave Scope International Private Limited or any Group Company whether or not any such person would thereby be committing a breach of contract; or

(d) interfere with the relationship between Scope International Private Limited and a Restricted Supplier.

22.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.

22.3 You hereby covenant with Scope International Private Limited (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during your Employment) in terms identical to those contained in clause 22.1 save that references to the "Scope International Private Limited" shall for the purposes of this clause 22.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on Scope International Private Limited's request promptly enter into a deed of restrictive covenants in a form acceptable to Scope International Private Limited with any such Group Company in order to give such Group Company the same protection given to Scope International Private Limited pursuant to clause 22.1 above.

22.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 22, you shall make the substance of the restrictions contained in clauses 20, 21 and 22 known to the person making such offer.

22.5 You hereby undertake to Scope International Private Limited that you will not at any time:

a) during the continuance, or after the termination, of your Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered"; or

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b) after the termination of your Employment or the Agreement claim, represent or otherwise indicate any present association with Scope International Private Limited or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with Scope International Private Limited or any Group Company to its or their detriment.

23 Obligations on Termination

Upon termination of your Employment with Scope International Private Limited (for whatever reason) or where Scope International Private Limited exercises its powers pursuant to clause 12.6, you shall:

(a) without compensation resign from all offices held by you in any Group Company and shall transfer to Scope International Private Limited or any relevant Group Company without payment or as Scope International Private Limited may direct any qualifying shares held by you as nominee for Scope International Private Limited or any relevant Group Company;

(b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

(c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform Scope International Private Limited of relevant computer passwords used by you; and

(d) immediately repay all outstanding debts or loans due to any Group Company.

24 Grievance, Disciplinary and Performance Procedures

Details of Scope International Private Limited's non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on the Bridge.

25 Data Protection

25.1 You consent to Scope International Private Limited processing your personal data for the purposes of and in connection with your Employment, for Scope International Private Limited's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to Scope International Private Limited processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Scope International Private Limited may, when necessary for these purposes, make such data available to

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other Group Companies, to its advisers, to its agents, to parties providing products and/or services to Scope International Private Limited (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for Scope International Private Limited's business operations, to regulatory and tax authorities (including HM Revenue & Customs), to any potential purchasers or merger partner of Scope International Private Limited or its business or subscriber to the Group's shares or as required by law.

25.2 Your details will be available to authorised personnel in any country in which Scope International Private Limited operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.

25.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with Scope International Private Limited, you process personal data (whether relating to prospective, current or future employees of Scope International Private Limited at any time, clients or customers of Scope International Private Limited or any persons) you will comply at all times with relevant legislation.

25.4 **Group Code of Conduct & Policies**

25.5 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Policy on Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on the Bridge) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

25.6 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of HR policies and procedures are also contained on the Bridge, and you should familiarise yourself with all such policies. You are required to comply with all Scope International Private Limited's policies and procedures whether set out on the Bridge, in employee handbooks or in any other format as published from time to time. You are also required to complete all induction training and mandatory learning within the relevant specified timeline. Scope International Private Limited may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of the Code of Conduct and/or the policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.

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25.7 There are no collective agreements in force affecting your Employment.

26 Entire Agreement

26.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.

26.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

27 Variation

Scope International Private Limited reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

28 Severability

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

29 Relevant Law

29.1 This Agreement takes effect under, is governed by and is to be interpreted according to the law of India.

29.2 Scope International Private Limited and you both hereby submit to the exclusive jurisdiction of Chennai Courts but this Agreement may be enforced by Scope International Private Limited in any court of competent jurisdiction.

30 Third Party Rights

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 12.5, 20, 21 and 22 may be enforced by any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

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31 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to **TM, Sivaponni** at the address given below. This offer is conditional on you having returned a signed copy of this agreement and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of **SCOPE INTERNATIONAL PRIVATE LIMITED**

Signed .....

Sivaramakrishnan, Anand
Vice President

Dated .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

Dated .....

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Ms. Shipra Chaudhary
IBS
Hyderabad

02-Dec-2015

SBIL-Mark-10140

Offer for Management Trainee

Dear Shipra Chaudhary,

1. We congratulate you on your selection for the position of **Management Trainee** with our Company.

2. You will be on probation for one year. During this period, you will initially undergo class-room as well as on-the-job training for about 1 month in all functions at more than one location. This is designed to provide to you a structured, cross-functional exposure to our Company. This will be followed by your initial posting in a specific role and location.

3. Your fixed compensation will be Rs 5,60,000/- (Rupees Five Lakh Sixty Thousand only) p.a. Besides, you will be eligible for performance linked variable pay upto Rs 1,40,000/- (Rupees One Lakh Forty Thousand only). The details of the compensation are given at Annexure 1.

4. This offer of employment is subject to your fulfilling the following conditions:

- ✓ Qualifying Post Graduate Degree/ Diploma Programme on the day of joining OR
  Clearing PG Degree/ Diploma in first attempt if the results are awaited. You will have to submit final Degree/ Diploma mark sheets within 15 days of declaration of the results at university/institute concerned, failing which this offer automatically stands withdrawn.
- ✓ Submitting, in original, certificates of academic qualifications, age and other testimonials;

5. During the probation period, your performance will be assessed continually. On satisfactory completion of probation, your service in the Company will be confirmed.

6. Please arrange to return the duplicate copy of this letter, duly signed by you, in token of acceptance of the offer within 10 days of receiving this letter. Please also forward photocopies of your proof of age, educational certificates, other testimonials and 3 colour passport sized photographs, along with the acceptance letter.

SBI Life Insurance Co. Ltd. HR & Mgmt Services Mumbai

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7. For any clarification, you may contact on 022-61910416 or email at garima.sangwan@sbilife.co.in.

8. We shall advise you regarding the actual date of joining and details of the Management Trainee Induction Programme in due course.

9. In case of your resignation or termination from the services of SBI Life Insurance Co. Ltd for any reasons whatsoever, the admissibility or otherwise of payment of variable pay / incentive and the quantum of such incentive to be paid shall be at the sole discretion of the Management and no correspondence shall be entertained in this regard.

10. The normal age of superannuation shall be 60 years.

Yours faithfully,

(Mehul Oza)
Senior Manager – Human Resources

I, Mr / Ms Shipra Chaudhary accept the above offer as Management Trainee in SBI Life Insurance Company Limited.

Signature:

Date: 23 Dec. 2015

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Salary Sheet			
Name	Shipra Chaudhary		
Designation	Management Trainee		
Grade Level	M7L1		
Annual Cost to Company	5,60,000		
Salary Component	**Amt per month (Rs)**	**Amt per annum (Rs)**	**Remarks**
Basic Salary	18,667	2,24,000	40% of Fixed Compensation
House Rent Allowance	9,333	1,12,000	50% of Basic Salary
Special Allowance	11,902	1,42,823	Flexibility to the employees to plan a tax-effective compensation structure by balancing the monthly net income, yearly benefits and income tax payable.
Conveyance	800	9,600	
Total Salary (A)	**40,702**	**4,88,423**	
			Reimbursements
Medical	1,250	15,000	Medical reimbursement will be on subject to production of valid receipts
Telephone	800	9,600	Telephone reimbursement will be on subject to production of valid receipts
LTA	778	9,333	LTA reimbursement will be one month's Basic Salary pay once in a block period of two years and subject to production of valid receipts.
Total Monthly Salary (B)	**2,828**	**33,933**	
Retiral Benefits			
PF	2,240	26,880	Company's contribution to PF @ 12% of Basic Salary
Gratuity	897	10,764	You will be entitled to gratuity as per the Payment of Gratuity Act, 1972 after completion of five years of service with the Company.
Total Retiral (C)	**3,137**	**37,644**	
Fixed Compensation (A+B+C)	**46,667**	**5,60,000**	
Performance linked Variable Pay as per Company policy up to		1,40,000	
Potential Annual Remuneration on a Cost to Company basis		**7,00,000**	

In addition, you are entitled for the following:

- Mediclaim Coverage for parents, spouse and up to two children up to ceiling of Rs 2 lakh p.a.
In case of Maternity Coverage claim is covered upto Rs 0.50 lakh from the date of joining of the employee.
-Group Life Insurance coverage of Rs 15 lakh.

Kindly note that Remuneration is a contract between you and the company and should be treated as strictly confidential.

SBI Life Insurance Co. Ltd. HR & Mgmt Services Mumbai

SBI Life
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Mr. Akhil Sharma
IBS
Hyderabad

02-Dec 2015

SBIL-Mark-10142

Offer for Management Trainee

Dear Akhil Sharma,

1. We congratulate you on your selection for the position of **Management Trainee** with our Company.

2. You will be on probation for one year. During this period, you will initially undergo class-room as well as on-the-job training for about 1 month in all functions at more than one location. This is designed to provide to you a structured, cross-functional exposure to our Company. This will be followed by your initial posting in a specific role and location.

3. Your fixed compensation will be Rs 5,60,000/- (Rupees Five Lakh Sixty Thousand only) p.a. Besides, you will be eligible for performance linked variable pay upto Rs 1,40,000/- (Rupees One Lakh Forty Thousand only). The details of the compensation are given at Annexure 1.

4. This offer of employment is subject to your fulfilling the following conditions:

- ✓ Qualifying Post Graduate Degree/ Diploma Programme on the day of joining OR
  Clearing PG Degree/ Diploma in first attempt if the results are awaited. You will have to submit final Degree/ Diploma mark sheets within 15 days of declaration of the results at university/institute concerned, failing which this offer automatically stands withdrawn.
- ✓ Submitting, in original, certificates of academic qualifications, age and other testimonials;

5. During the probation period, your performance will be assessed continually. On satisfactory completion of probation, your service in the Company will be confirmed.

6. Please arrange to return the duplicate copy of this letter, duly signed by you, in token of acceptance of the offer within 10 days of receiving this letter. Please also forward photocopies of your proof of age, educational certificates, other testimonials and 3 colour passport sized photographs, along with the acceptance letter.

SBI Life Insurance Co. Ltd. HR & Mgmt Services Mumbai

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7. For any clarification, you may contact on 022-61910416 or email at garima.sangwan@sbilife.co.in.

8. We shall advise you regarding the actual date of joining and details of the Management Trainee Induction Programme in due course.

9. In case of your resignation or termination from the services of SBI Life Insurance Co. Ltd for any reasons whatsoever, the admissibility or otherwise of payment of variable pay / incentive and the quantum of such incentive to be paid shall be at the sole discretion of the Management and no correspondence shall be entertained in this regard.

10. The normal age of superannuation shall be 60 years.

Yours faithfully,

(Mehul Oza)
Senior Manager – Human Resources

I, Mr / Ms Akhil Sharma accept the above offer as Management Trainee in SBI Life Insurance Company Limited.

Signature: Date: 23/12/2015

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Salary Sheet			
Name	Akhil Sharma		
Designation	Management Trainee		
Grade Level	M7L1		
Annual Cost to Company	5,60,000		
Salary Component	**Amt per month (Rs)**	**Amt per annum (Rs)**	**Remarks**
Basic Salary	18,667	2,24,000	40% of Fixed Compensation
House Rent Allowance	9,333	1,12,000	50% of Basic Salary
Special Allowance	11,902	1,42,823	Flexibility to the employees to plan a tax-effective compensation structure by balancing the monthly net income, yearly benefits and income tax payable.
Conveyance	800	9,600	
Total Salary (A)	**40,702**	**4,88,423**	
			Reimbursements
Medical	1,250	15,000	Medical reimbursement will be on subject to production of valid receipts
Telephone	800	9,600	Telephone reimbursement will be on subject to production of valid receipts
LTA	778	9,333	LTA reimbursement will be one month's Basic Salary pay once in a block period of two years and subject to production of valid receipts.
Total Monthly Salary (B)	**2,828**	**33,933**	
Retiral Benefits			
PF	2,240	26,880	Company's contribution to PF @ 12% of Basic Salary
Gratuity	897	10,764	You will be entitled to gratuity as per the Payment of Gratuity Act, 1972 after completion of five years of service with the Company.
Total Retiral (C)	**3,137**	**37,644**	
Fixed Compensation (A+B+C)	**46,667**	**5,60,000**	
Performance linked Variable Pay as per Company policy up to		1,40,000	
Potential Annual Remuneration on a Cost to Company basis		**7,00,000**	

In addition, you are entitled for the following:

- Mediclaim Coverage for parents, spouse and up to two children up to ceiling of Rs 2 lakh p.a.

In case of Maternity Coverage claim is covered upto Rs 0.50 lakh from the date of joining of the employee.

-Group Life Insurance coverage of Rs 15 lakh.

Kindly note that Remuneration is a contract between you and the company and should be treated as strictly confidential.

SBI Life Insurance Co. Ltd. HR & Mgmt Services Mumbai

SIESTA

Dated: March 22, 2016

Mr. Sheldon D'Cruz
ICFAI Business School
Hyderabad

Sub : Letter of Appointment as Trainee

Dear Mr. Sheldon D'Cruz

With reference to your application and subsequent discussions we are pleased to appoint you in the services of **SIESTA HOSPITALITY SERVICES LIMITED** on the terms and conditions detailed in this letter.

I. You are being appointed as **Executive Trainee – Business Development.** You will join the company on or before the 11th April 2016.

II. You will be required to report at Mumbai for your training period post which you may be posted in any of the locations of Siesta Hospitality Services Limited. The actual location of posting will be communicated after successful completion of the training period.

III. You may be transferred to any of the company's locations in course of your service with SIESTA HOSPITALITY SERVICES LTD.

IV. You will be governed by the terms and conditions contained in this letter of Appointment (Annexure I), as well as policies and practices adopted by the company from time to time.

V. Details of your compensation are mentioned in (Annexure II) to this letter.

VI. Please let us have a duplicate copy of this letter with the annexure signed by you as a token of your acceptance of our appointment.

We welcome you and look forward to your having a mutually rewarding and long career with us.

Yours Faithfully,

For,
SIESTA HOSPITALITY SERVICES LIMITED

Binayak Mitra
Senior Vice President and Head – Human Resources
Encl: Annexure I
Annexure II

SHSL/F/0607

SIESTA

Annexure I

1. Your services will be probationary for a period of six (6) months and the company will have a right to extend the probation period according to your performance.

2. During the probation period, your services would be liable to be terminated by the company without assigning any reason, on a month's notice or on payment of a month's salary in lieu of the notice period. In case you decide to leave the company services during the probation period, you will be required to give to the company, a month's notice, or payment of an amount equivalent to a month's salary in lieu thereof. After confirmation, or successful completion of your probation period, your services would be liable to be terminated by giving one month's notice or on payment of an amount equivalent to one month's salary in lieu of the notice period by the company. In case you decide to leave the company services, you will be required to give to the company three months notice, which period or part thereof, the company may waive at its sole discretion.

3. You will hand over to the company nominated person the charge and / or letter of authority, power of attorney if any, issued to you and also any property / material of the company in your possession at the time of separation of your employment with the company. Your full and final settlement with the company is subject and contingent to your compliance with this clause of the employment agreement.

4. Your appointment and your continuation in employment is subject to your being found medically fit and the company will have the right to get you examined / re-examined from any registered medical practitioner / surgeon whose findings shall be final. Your appointment and your continuation in employment are subject to our receiving satisfactory report from the references given by you.

5. You will not, without prior permission in writing from the company, carry on any business or profession or enter for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interests of the company and will not divulge to any person or utilize any of the secrets or other related information (that you may possess by reason of your association with the company) outside the company.

6. The appointment is made relying upon the information furnished and representation made by you from time to time. If any information or representation is found to be incorrect or if any material information is detected by us to have been suppressed by you or any action on your part is found to be in contravention to the conditions stated herein, the company will have the right to terminate your services at any time without notice.

7. You will be bound by the rules, policies and practices of the company. Your initial posting will be communicated post successful completion of your training. The company shall have the right to transfer you to any of its departments / offices. In case of such transfer the terms and conditions of your employment, including gross salaries and benefits, etc as stated in this letter will continue to be applicable.

SIESTA

8. You will automatically retire from the services of the company at attaining the age of 58 years. Your age mentioned in the birth / school certificates will be deemed to be conclusive proof of your date of birth.

9. You shall intimate in writing to the company, any change of address within a week's time from the occurrence of such change, failing which any communication sent on your last recorded address shall be, deemed to have been served on you.

10. You will be required to submit certificates in support of your educational / professional qualification, experience, date of birth, other testimonials required including relieving letter from your last employer. (In case you are / were employed)

11. During the term of this agreement and for a period of three years following the termination of this agreement, Mr. Sheldon D'Cruz shall not in the hospitality sector, directly or indirectly

    I. enter the employ of, or render any services to, any person, firm or corporation engaged in any business competitive with the business of the Company or of any of its subsidiaries or affiliates;
    II. engage in such business on his own account; or
    III. become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, consultant, or any other relationship or capacity.

If you are agreeable to the above terms and conditions, please sign the attached copy of this appointment letter and send it to us as a token of your acceptance within three days from the receipt of the same.

We look forward to your long and fruitful association with our organization.

Yours Faithfully,
For,
SIESTA HOSPITALITY SERVICES LIMITED

Binayak Mitra
Senior Vice President and Head – Human Resources

ACCEPTANCE

I hereby accept the terms and conditions as mentioned in the letter.

Date _____ Name _____

Place _____ Signature _____

SHSL/F/0607

SIESTA

Annexure II

Compensation Heads	**Amount in (Rs)**
Basic Salary	15,102.00
House Rent Allowance	7,551.00
Medical Allowance	1,250.00
Conveyance	1,267.00
Statutory Bonus	700.00
Leave Travel Allowance	1,293.00
Mobile Reimbursement	2,000.00
Petrol Reimbursement	3,000.00
Gross Salary for the Month	**32,163.00**
Provident Fund @12% of Basic	1,812.00
Gratuity @ 4.8% of Basic	725.00
Medical Insurance*	300.00
Fixed Cost to the Company Per Month	**35,000.00**
Fixed Cost to the Company Per Annum	**4,20,000.00**
Variable Cost to the Company per Annum	1,00,000.00
Total Cost to the Company per Annum	**5,20,000.00**

*The current Medical Insurance Scheme of the company allows a family cover of Rs. 2,00,000 /- for every family (as defined under the policy) which you are currently eligible.

For,
SIESTA HOSPITALITY SERVICES LIMITED,

Binayak Mitra

Binayak Mitra
Senior Vice President and Head – Human Resources

SHSL/F/0607

Dated: 09/02/2016

OFFER LETTER

To
Mr. Akshay Sharma ,
Pune, Maharashtra.

This has reference to your application and the subsequent interviews you had with us. We are pleased to make you an offer for the position of "**Inside Sales**"**.** You will be based at our office in Pune. Your appointment letter and the salary sheet will be given to you on the date of your joining.

We request you to submit the following documents on the date of joining.

i. Two passport size photographs.
ii. Self-attested photo copies of ID Proof
iii. Self-attested photo copies of Address proof
iv. Self-attested photo copies of the original documents of all your Educational Qualifications till date.
v. Offer Letter and Appointment Letter of your last Organization whichever is applicable.
vi. Relieving Letter from your last organization.
vii. Last 3 months salary slips of your previous organization.

If you agree to all the above mentioned terms and conditions, we request you to confirm your acceptance of this offer by returning the duplicate copy of this letter duly signed by you.

If you receive/ have received the offer letter through email, please send your acceptance through a reply mail within two days from the date of receipt of the e mail.

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

Yours sincerely,

Sandip More
CTO
For Screen-Magic Mobile Media Pvt. Ltd.

Salary Breakup:

Sr. No.	Heads	Per Annum (Rupees)
1	Basic Salary	180,000
2	House Rent Allowance	72,000
3	Conveyance Allowance	19,200
4	Children Education Allowance	2,400
5	Medical Reimbursement	15,000
6	Leave Travel Allowance	15,000
7	Telephone / Internet Expenses Reimbursement	15,000
8	Food Coupons (Optional)	12,000
9	Uniform Allowance	12,000
10	Special Allowances	85,800
11	Employer's Contribution to PF	21,600
Total CTC		**450,000**

SIESTA

Dated: March 22, 2016

Ms. Manisha Nayyer
ICFAI Business School
Hyderabad

Sub : Letter of Appointment as Trainee

Dear Ms. Manisha Nayyer

With reference to your application and subsequent discussions we are pleased to appoint you in the services of **SIESTA HOSPITALITY SERVICES LIMITED** on the terms and conditions detailed in this letter.

I. You are being appointed as **Executive Trainee – Business Development.** You will join the company on or before the 11th April 2016.

II. You will be required to report at Mumbai for your training period post which you may be posted in any of the locations of Siesta Hospitality Services Limited. The actual location of posting will be communicated after successful completion of the training period.

III. You may be transferred to any of the company's locations in course of your service with SIESTA HOSPITALITY SERVICES LTD.

IV. You will be governed by the terms and conditions contained in this letter of Appointment (Annexure I), as well as policies and practices adopted by the company from time to time.

V. Details of your compensation are mentioned in (Annexure II) to this letter.

VI. Please let us have a duplicate copy of this letter with the annexure signed by you as a token of your acceptance of our appointment.

We welcome you and look forward to your having a mutually rewarding and long career with us.

Yours Faithfully,

For,
SIESTA HOSPITALITY SERVICES LIMITED

Binayak Mitra
Senior Vice President and Head – Human Resources
Encl: Annexure I
Annexure II

SHSL/F/0607

SIESTA

Annexure I

1. Your services will be probationary for a period of six (6) months and the company will have a right to extend the probation period according to your performance.

2. During the probation period, your services would be liable to be terminated by the company without assigning any reason, on a month's notice or on payment of a month's salary in lieu of the notice period. In case you decide to leave the company services during the probation period, you will be required to give to the company, a month's notice, or payment of an amount equivalent to a month's salary in lieu thereof. After confirmation, or successful completion of your probation period, your services would be liable to be terminated by giving one month's notice or on payment of an amount equivalent to one month's salary in lieu of the notice period by the company. In case you decide to leave the company services, you will be required to give to the company three months notice, which period or part thereof, the company may waive at its sole discretion.

3. You will hand over to the company nominated person the charge and / or letter of authority, power of attorney if any, issued to you and also any property / material of the company in your possession at the time of separation of your employment with the company. Your full and final settlement with the company is subject and contingent to your compliance with this clause of the employment agreement.

4. Your appointment and your continuation in employment is subject to your being found medically fit and the company will have the right to get you examined / re-examined from any registered medical practitioner / surgeon whose findings shall be final. Your appointment and your continuation in employment are subject to our receiving satisfactory report from the references given by you.

5. You will not, without prior permission in writing from the company, carry on any business or profession or enter for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interests of the company and will not divulge to any person or utilize any of the secrets or other related information (that you may possess by reason of your association with the company) outside the company.

6. The appointment is made relying upon the information furnished and representation made by you from time to time. If any information or representation is found to be incorrect or if any material information is detected by us to have been suppressed by you or any action on your part is found to be in contravention to the conditions stated herein, the company will have the right to terminate your services at any time without notice.

7. You will be bound by the rules, policies and practices of the company. Your initial posting will be communicated post successful completion of your training. The company shall have the right to transfer you to any of its departments / offices. In case of such transfer the terms and conditions of your employment, including gross salaries and benefits, etc as stated in this letter will continue to be applicable.

SIESTA

8. You will automatically retire from the services of the company at attaining the age of 58 years. Your age mentioned in the birth / school certificates will be deemed to be conclusive proof of your date of birth.

9. You shall intimate in writing to the company, any change of address within a week's time from the occurrence of such change, failing which any communication sent on your last recorded address shall be, deemed to have been served on you.

10. You will be required to submit certificates in support of your educational / professional qualification, experience, date of birth, other testimonials required including relieving letter from your last employer. (In case you are / were employed)

11. During the term of this agreement and for a period of three years following the termination of this agreement, Ms. Manisha Nayyer shall not in the hospitality sector, directly or indirectly

    I. enter the employ of, or render any services to, any person, firm or corporation engaged in any business competitive with the business of the Company or of any of its subsidiaries or affiliates;
    II. engage in such business on his own account; or
    III. become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, consultant, or any other relationship or capacity.

If you are agreeable to the above terms and conditions, please sign the attached copy of this appointment letter and send it to us as a token of your acceptance within three days from the receipt of the same.

We look forward to your long and fruitful association with our organization.

Yours Faithfully,
For,
SIESTA HOSPITALITY SERVICES LIMITED

Binayak Mitra
Senior Vice President and Head – Human Resources

ACCEPTANCE

I hereby accept the terms and conditions as mentioned in the letter.

Date _____ Name _____

Place _____ Signature _____

SHSL/F/0607

SIESTA

Annexure II

Compensation Heads	Amount in (Rs)
Basic Salary	15,102.00
House Rent Allowance	7,551.00
Medical Allowance	1,250.00
Conveyance	1,267.00
Statutory Bonus	700.00
Leave Travel Allowance	1,293.00
Mobile Reimbursement	2,000.00
Petrol Reimbursement	3,000.00
Gross Salary for the Month	**32,163.00**
Provident Fund @12% of Basic	1,812.00
Gratuity @ 4.8% of Basic	725.00
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Fixed Cost to the Company Per Month	**35,000.00**
Fixed Cost to the Company Per Annum	**4,20,000.00**
Variable Cost to the Company per Annum	1,00,000.00
Total Cost to the Company per Annum	**5,20,000.00**

*The current Medical Insurance Scheme of the company allows a family cover of Rs. 2,00,000 /- for every family (as defined under the policy) which you are currently eligible.

For,
SIESTA HOSPITALITY SERVICES LIMITED,

Binayak Mitra
Senior Vice President and Head – Human Resources

SHSL/F/0607

Standard Chartered
Scope International

CONTRACT OF EMPLOYMENT

Scope International Private Limited (1)

and

Nikhil Madkikar (2)

Scope International Private Limited
(A wholly owned subsidiary of Standard Chartered Bank, UK)
CIN: U67190TN2000PTC049177
1, Haddows Road, Chennai - 600 006, India.
Tel (91-44) 2821 9188
Fax (91-44) 2821 9466

THIS AGREEMENT is made on **May 12, 2016 BETWEEN:**

(1) **Scope International Private Limited** whose registered office is at - **No.1, Haddows Road, Chennai - 600006 (the "Company")**; and

(2) **Nikhil Madkikar** of **House No. 10- 934/86 Mahalakshmi Nagar, Kalelayout , Bramphur gulbarga Karnataka** ("**you**" or the "**Employee**").

IT IS AGREED as follows:

1 **Definitions and interpretation**

In this Agreement where the context admits the following expressions shall have the following meanings:

"**Claw-back Policy**" means any claw back policy issued by the Group from time to time;

"**Client**" means any customer of Scope International Private Limited or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

"**Commencement Date**" means **June 6, 2016** or such other date as is agreed in writing between the parties;

"**Conduct Rules**" means the conduct rules issued from time to time by the PRA and/or the FCA that apply or may apply to you by virtue of your employment under this Agreement and/or by virtue of being a Certified Person;

"**Confidential Information**" means trade secrets or information of a confidential nature which belongs or relates to Scope International Private Limited or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

"**Employment**" means your employment under this Agreement;

"**FCA**" means the Financial Conduct Authority;

"**Group**" means Scope International Private Limited and any Group Companies;

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"Group Company" means Scope International Private Limited and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of Scope International Private Limited or a subsidiary of any such holding company (and **"Group Companies"** shall be construed accordingly);

"Group Policies and Procedures" means in particular any policies, procedures, statements, guidance, privacy notices, operating instructions or similar documents which contain information on the use of Systems or information which the Group may issue from time to time;

"The Bridge" means the Group's intranet as amended from time to time;

"Intellectual Property" means designs, trademarks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

"Legal Duties" means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

"Monitoring" includes the monitoring of electronic communications such as emails and instant messages whether sent from fixed or mobile equipment and including communications over third party instant messaging programmes, social media services or any other services which enable employees and contractors to send and receive electronic communication, internet access/use, telephone monitoring which includes listening in to calls in real time and reviewing call logs for traffic data and location data, numbers dialled and time spent on calls, monitoring of the use of printers, scanners or similar devices, video and audio monitoring, CCTV and monitoring of access to buildings through access cards or similar devices and mechanisms, in-vehicle monitoring or monitoring through information obtained from third parties;

"PRA" means the Prudential Regulatory Authority;

"Prospective Client" means any person with whom Scope International Private Limited shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, goods or services at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control or supervision shall to your knowledge have had business dealings at any time during such period;

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"Restricted Services" means any services or product, sold, supplied, produced or developed, by Scope International Private Limited (or any Group Company) with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

"Restricted Supplier" means any person who or which supplied goods or services to Scope International Private Limited (or any Group Company) as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control or supervision of the Employee shall to the Employee's knowledge have had business dealings during such period;

"Senior Person" means any director or any employee of global grade 5 or above of Scope International Private Limited or any Group Company on the date your Employment terminates, with whom you had material contact or dealings in performing the duties of your Employment, and who had material contact with clients, customers or suppliers of Scope International Private Limited or any Group Company in performing his or her duties of employment with Scope International Private Limited or any Group Company;

"Systems" means in particular Group's infrastructure, hardware, software, electronic devices or other gadgets, telecommunication and other equipment, internet, networks or databases used by Scope International Private Limited or the Group to carry out its business; and

"Termination Date" means the date of the termination of this Agreement.

1.1 In this Agreement, where the context admits:

(a) the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 1159 of the Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed to it by section 1162 of the same Act;

(b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;

(c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;

(d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

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(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in Scope International Private Limited or a Group Company means the holder of that position from time to time.

1.2 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

2 Contractual Terms

This Agreement contains the terms of your employment with Scope International Private Limited. Whilst reference is made to other Scope International Private Limited policies and procedures, those are not contractual in effect unless otherwise expressly stated.

3 Appointment

3.1 Subject to the conditions in this clause 3, you are employed as a **Associate Manager,** initially working in **Banking Ops,** reporting to **Head Credit Risk & Credit Documentation Unit** or such other person as Scope International Private Limited may determine from time to time. This position is ***Grade* E.** You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary for you to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and that you immediately notify Scope International Private Limited if you cease to hold them.

3.3 This Agreement is a conditional contract subject to: (i) you satisfying Scope International Private Limited's pre-employment verification checks (including criminal record checks and references that are satisfactory to Scope International Private Limited); [and] (ii) all and any necessary regulatory approvals for your role having been received and remaining in force. You agree that, where required by any relevant regulator, government body or law, you may be subject to credit, financial and criminal background checks at any time during your Employment.

3.4 This Agreement is also conditional upon and subject to Scope International Private Limited's receipt prior to the Commencement Date of satisfactory original evidence of your right to work. If you do not comply with this condition, Scope International Private Limited

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reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify Scope International Private Limited.

4 Continuous employment

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. Scope International Private Limited will treat no previous employment as continuous with your Employment.

5 Place of Work

5.1 Your current place of work will be at our **Bangalore** office. Scope International Private Limited reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. Scope International Private Limited may require you to work at any other Scope International Private Limited office at any location overseas as Scope International Private Limited may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

6 Term and Notice

Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 month's written notice on either side, or otherwise as provided in this Agreement.

7 Duties and Powers

Whilst this Agreement remains in effect, you shall:

(a) devote the whole of your working time, attention and skill to the business of Scope International Private Limited (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by Scope International Private Limited in writing;

(b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of Scope International Private Limited;

(c) use your best endeavours to promote and protect the interests and welfare of Scope International Private Limited, the Group and any Group Company;

(d) comply with any rules, regulations, policies and procedures of or issued by Scope International Private Limited or any Group Company from time to time;

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(e) promptly disclose to your line manager any information which comes into your possession which may adversely affect Scope International Private Limited, the Group or any Group Company;

(f) if and so long as Scope International Private Limited requires and without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;

(g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of Scope International Private Limited and any Group Company and provide such explanations in connection with it as your line manager may require; and

(h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and Scope International Private Limited or any Group Company and any material breach or default of your obligations under this Agreement; and

(i) without prejudice to the obligations and duties set out above, comply with your Legal Duties;

(j) familiarise yourself with, and comply with, the Conduct Rules;

(k) undertake any training required from time to time to enable you to continue to perform your duties.

8 Remuneration

8.1 Total Employment Compensation will be **Rs.900000/-(Rupees Nine Hundred Thousand Only) per annum** which includes Basic Salary of **Rs.360000/- (Rupees Three Hundred Sixty Thousand Only)** gross per annum payable monthly in arrears normally on 25th day of each calendar month (or where the 25th falls on a non-working day, payment will normally be made on the last preceding working day). Your Total Employment Compensation shall be subject to appropriate tax and other statutory deductions.

8.2 Your Total Employment Compensation will be reviewed annually. Any increase will be at the sole discretion of Scope International Private Limited, will be notified to you in writing and will take effect from 1 April each year. Your first base salary review will take effect on **1 April 2017**.

9 Discretionary variable compensation

9.1 You are eligible to participate in the Group's Discretionary Total Variable Compensation Plan (**"the Plan"**). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the

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Group, and your adherence to Scope International Private Limited's stated values and sound risk management principles. Any award will be subject to the Group Claw-back Policy as amended from time to time

9.2 Your Plan target for the performance year **2016** will be **10% of your Total Employment Compensation**. This target is for indicative purposes only and will be pro-rated depending on your Commencement Date. Actual awards may vary significantly from the target depending on a number of factors including those outlined above.

9.3 Approved discretionary variable compensation awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your Commencement Date although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. Scope International Private Limited retains absolute discretion as to the size of the award to be made under the Plan (if any). Scope International Private Limited reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.

9.4 Except as expressly provided in the Discretionary Total Variable Compensation Plan Rules, any award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your Employment on the date that the award is made. For the avoidance of doubt, no payment or pro rata payment under a discretionary plan will be made to you if you are serving notice (whether actively or on garden leave) as at the relevant award date.

9.5 Any tax liabilities arising from the award will be for your own account. All awards are non-pensionable.

9.6 A deferral mechanism (the "**Deferral Mechanism**") exists under the [Group's Structure of Discretionary Variable Compensation Policy]. You may be required to defer part of any sum awarded into Standard Chartered PLC shares or other similar instrument rather than the award being paid entirely in cash. Where a portion of the award is deferred, such awards will normally be granted on Scope International Private Limited's annual share grant date, anticipated to be in March following the relevant performance year, providing that: (except as expressly provided in the Discretionary Total Variable Compensation Plan Rules): (i) your Employment has not already terminated and (ii) neither party has served notice to terminate your employment, as at the relevant award date. For the avoidance of doubt, no grant will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant grant date. You will be informed at that time of the number of shares under any deferred share award. Scope International Private Limited reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time. Any deferred

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awards will be treated in accordance with the rules of the relevant plan as amended from time to time.

10 Share Plans

10.1 Sharesave plan

Details of sharesave are also available on the Bridge including the relevant date eligibility criteria.

10.2 Other share plan related provisions

During your Employment, you may become eligible for consideration for participation in one of Standard Chartered Bank's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with Scope International Private Limited at the time of grant or award and not under notice (whether given by you or Scope International Private Limited). The level of your participation (if any) is at the sole discretion of Scope International Private Limited and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by Scope International Private Limited would be available, following the commencement of your Employment, on the share plan website on the Bridge, the Group's intranet.

Standard Chartered Bank's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 22 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on the Bridge. Scope International Private Limited and any Group Company reserve the right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

10.3 Pensions and benefits

10.4 You will be eligible to join the retirement benefit plan, if any, operated by the Group in your home country. Your participation in this arrangement will be subject to the rules of the arrangement from time to time in force.

10.5 You will be eligible for life assurance benefits from the date you join Scope International Private Limited subject to your completing and returning the enrolment form. Your entitlement to life assurance benefits will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from

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time to time. If the insurer refuses to provide any life assurance benefit to you, Scope International Private Limited shall not be liable to provide such benefits itself or any compensation in lieu thereof.

10.6 Scope International Private Limited reserves the right to amend the terms of on which any pension and life assurance benefits are provided or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

11 Deductions

11.1 Scope International Private Limited may deduct from any amounts due to you such tax and social security contributions or their equivalents as Scope International Private Limited is required to deduct by law.

11.2 You hereby authorise Scope International Private Limited to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Scope International Private Limited including, without limitation, any overpayments, loans or advances made to you by Scope International Private Limited, any overpayments in respect of annual leave taken in excess of your entitlement, - any repayment due from you to Scope International Private Limited].

12 Termination

12.1 Notwithstanding any other provision in this Agreement, Scope International Private Limited is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:

(a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or

(b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment (or the Conduct Rules, if applicable); or

(c) been negligent and incompetent in the performance of your duties in the reasonable opinion of Scope International Private Limited, or ceased to attain or hold the qualifications necessary to carry out your work for Scope International Private Limited; or

(d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Scope International Private Limited into disrepute, or which is materially adverse to the interests of Scope International Private Limited or any Group Company or which has irreparably damaged the working relationship between you and the Group; or

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(e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or

(f) become Scope International Private Limitedrupt or made any arrangement or composition with or for the benefit of your creditors; or

(g) been disqualified or prohibited by law from holding office in Scope International Private Limited, any Group Company or in any other company; or

(h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Scope International Private Limited or any Group Company; or

(i) failed to satisfy the any of the pre-employment conditons or maintain any of the approvals in Clause 3 above.

The rights of Scope International Private Limited under this clause 12.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Scope International Private Limited in exercising such a right of termination will not constitute a waiver of it.

12.2 If Scope International Private Limited believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, [including any concern it may have in relation to your fitness and propriety or a potential breach by you of the Conduct Rules], it shall be entitled (without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

12.3 Once notice has been given by either party, Scope International Private Limited shall be entitled at its absolute discretion to terminate your Employment lawfully and with immediate effect by giving written notice of its intention to make a payment in lieu of notice (the **"PILON Payment"**) to you in which case your Employment will terminate on the date specified in the notice. The amount of the PILON Payment shall be TEC-Retirals (Employer PF + Employer Gratuity) only which you would be entitled to receive during any unexpired part of the notice period under clause 6 of this Agreement, less any appropriate deductions. Scope International Private Limited may in its absolute discretion elect to make the PILON Payment in equal monthly instalments in arrears. For the avoidance of doubt you shall not be entitled to pay in lieu of any other benefits (including medical and life benefits, fixed pay allowance, pension or retirement allowance or variable compensation) or holiday which may otherwise have accrued during what would have

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been your notice period. If Scope International Private Limited terminates your Employment in accordance with this clause 12.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 12.5 and the restrictive covenants under clause 22) shall remain in force.

12.4 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then Scope International Private Limited may at its absolute discretion terminate your Employment by giving not less than two (2) months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to Scope International Private Limited's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.

12.5 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Scope International Private Limited, to assist the Group in cases of litigation, regulatory or other investigation where you have been involved in the business underlying the dispute or investigation and/or may have relevant information.

12.6 During any period of notice of termination Scope International Private Limited may require you to take garden leave for all or part of the remaining period of your Employment. If you are asked to take garden leave Scope International Private Limited:

(a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;

(b) may ask you to resign immediately from any offices you hold in the Group;

(c) may exclude you from any premises of any Group Company;

(d) shall require you to return all documents and other materials (including copies) belonging to Scope International Private Limited containing confidential information;

(e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Scope International Private Limited or any Group Company; and

(f) may appoint any other person or persons to act in your place,

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provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

13 Working Hours

Your normal hours of work are **40** hours per week (usually, with a lunch break of one hour daily), but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. Scope International Private Limited reserves the right to vary your working hours as necessary to meet the changing needs of the business.

14 Annual leave

14.1 In addition to the usual public holidays, you are entitled to **21** days' paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. If applicable, upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of 1/260th of your basic annual salary.

14.2 Holiday must be taken at such times as are agreed with your Line Manager.

14.3 You must comply with Scope International Private Limited's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.

14.4 You are eligible to carry forward a maximum of 5 days' leave (or the pro-rated equivalent if the Employment is part-time) from one holiday year to the next, subject to the agreement of your line manager. Any additional holiday leave not taken within the relevant holiday year will be forfeited. Any holiday leave carried forward in accordance with the terms of this clause 14 must be taken by you by 31 March in the following holiday year otherwise this will be forfeited without entitlement to a payment in lieu.

15 Sickness and other absence

15.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for seven consecutive days or more (including weekends) you must submit a doctor's certificate to Scope International Private Limited. On your return you must record your absence through Scope International Private Limited's PeopleSoft online management system.

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15.2 Should you be absent from your duties for a period in excess of six (6) months as a result of illness or injury, and assuming you have successfully completed one year's continuous service following the Commencement Date, you may be entitled to consideration for benefits under Scope International Private Limited's Permanent Health Insurance, details of which will be made available to you upon joining. The payment of any benefits under such a scheme will be on such terms as Scope International Private Limited may from time to time decide and shall be subject to: (i) acceptance that you are entitled to such benefits (and to payment of such benefits) by the relevant insurer (whose decision shall be final) on reasonable rates of premium; and (ii) the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion without payment to you for compensation for any such amendment or withdrawal. Your entitlement to benefits under the insurance scheme (if any) or any other scheme is without prejudice to Scope International Private Limited's right to terminate your Employment on notice or otherwise and Scope International Private Limited reserves the right to terminate your Employment at any time during illness or disability. If the relevant insurer refuses for any reason to provide any benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

15.3 Scope International Private Limited reserves the right to require you to undergo a medical examination by a doctor or other medical practitioner appointed by Scope International Private Limited at any time during your Employment whether or not you are absent by reason of illness or injury or otherwise. You agree to give such authority as Scope International Private Limited may request or require so as to allow Scope International Private Limited unconditional access to any report or reports produced as a result of any such examination.

16 Medical Provision

16.1 You, your Spouse and 2 children up to age 21 (or date of marriage if earlier) will be eligible to join Scope International Private Limited's Private Medical Scheme (the **"Scheme"**). The premiums will be borne by Scope International Private Limited. Your entitlement to cover under the Scheme will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the Scheme or to withdraw it completely at its sole discretion at any time without payment to you for compensation for any such amendment or withdrawal. If the relevant insurer refuses for any reason to provide any medical benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

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17 Scope International Private Limited Expenses

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on Scope International Private Limited's business in the performance of your duties under this Agreement provided these have been agreed in advance with your line manager subject always to the production of appropriate receipts and compliance with applicable Scope International Private Limited policy from time to time in force.

18 Financial Regulatory Legislation and Outside Business Interests

18.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the FCA and PRA) and policy of the Group, in relation to the business of the Group.

18.2 Your attention is drawn to Scope International Private Limited's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [PersonalDealing1@sc.com].

18.3 Except with the prior written consent of the Regional Control Room, you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.

18.4 You shall not introduce to any other person, firm, Scope International Private Limited or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

19 Monitoring Practices and Use of Scope International Private Limited's Systems

19.1 By signing this Agreement, you acknowledge the Group may monitor and record without further notice or warning any use that you make of the Group's Systems for the purpose of ensuring that such Group Systems are being used lawfully and appropriately and that the Group's policies and procedures are being complied with to protect:

(a) the Group's legitimate business interests;

(b) confidential information belonging to the Group or any other party;

(c) the security of the Group's Systems; and

(d) to comply with the Group's legal and regulatory obligations.

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19.2 You must comply with all Group Policies and Procedures, which relate to the use of Group's Systems, including privately owned Systems used for the Group's business.

20 Confidential Information and Scope International Private Limited Documents

20.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of Scope International Private Limited and/or any Group Company:

(a) divulge or communicate to any person, company, business entity or other organisation; or

(b) use for your own purposes or for any purposes other than those of Scope International Private Limited or any Group Company; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of Scope International Private Limited and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

20.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Scope International Private Limited or any Group Company (and any copies of the same):

(a) shall be and remain the property of Scope International Private Limited or the relevant Group Company; and

(b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Scope International Private Limited or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by Scope International Private Limited) on demand and in any event on the termination of the Employment.

20.3 Nothing in this Agreement shall preclude you from making a disclosure under Scope International Private Limited's "Speak-Up" Policy which is available on the Bridge

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(including to a regulator). This includes protected disclosures about topics previously disclosed to another recipient.

21 Intellectual Property

21.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of Scope International Private Limited or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Scope International Private Limited or such Group Company as Scope International Private Limited may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in Scope International Private Limited or such Group Company as Scope International Private Limited may direct by the operation of law, you hereby assign absolutely to Scope International Private Limited or such Group Company as Scope International Private Limited may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 21 shall be construed as limiting or excluding the rights of you or Scope International Private Limited under applicable legislation relating to employee created Intellectual Property.

21.2 You further agree that in relation to Intellectual Property owned by Scope International Private Limited or such Group Company as Scope International Private Limited may direct in accordance with clause 21 above you will:

(a) assist Scope International Private Limited (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by Scope International Private Limited or Group Company in any jurisdiction in the world; and

(b) assist Scope International Private Limited or Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending Scope International Private Limited or Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

22 Restrictive Covenants

22.1 You hereby undertake to Scope International Private Limited that you shall not during your employment or during the period of six (6) months (or twelve (12) months in relation to clause 22.1(c) following the Termination Date (the "**Relevant Period**"), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in

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conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with Scope International Private Limited or any Group Company

(a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with Scope International Private Limited or any Group Company;

(b) have any material business dealings concerning Restricted Services with any Client or Prospective Client;

(c) solicit, induce, entice or procure any Senior Person to leave Scope International Private Limited or any Group Company whether or not any such person would thereby be committing a breach of contract; or

(d) interfere with the relationship between Scope International Private Limited and a Restricted Supplier.

22.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.

22.3 You hereby covenant with Scope International Private Limited (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during your Employment) in terms identical to those contained in clause 22.1 save that references to the "Scope International Private Limited" shall for the purposes of this clause 22.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on Scope International Private Limited's request promptly enter into a deed of restrictive covenants in a form acceptable to Scope International Private Limited with any such Group Company in order to give such Group Company the same protection given to Scope International Private Limited pursuant to clause 22.1 above.

22.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 22, you shall make the substance of the restrictions contained in clauses 20, 21 and 22 known to the person making such offer.

22.5 You hereby undertake to Scope International Private Limited that you will not at any time:

a) during the continuance, or after the termination, of your Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered"; or

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b) after the termination of your Employment or the Agreement claim, represent or otherwise indicate any present association with Scope International Private Limited or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with Scope International Private Limited or any Group Company to its or their detriment.

23 Obligations on Termination

Upon termination of your Employment with Scope International Private Limited (for whatever reason) or where Scope International Private Limited exercises its powers pursuant to clause 12.6, you shall:

(a) without compensation resign from all offices held by you in any Group Company and shall transfer to Scope International Private Limited or any relevant Group Company without payment or as Scope International Private Limited may direct any qualifying shares held by you as nominee for Scope International Private Limited or any relevant Group Company;

(b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

(c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform Scope International Private Limited of relevant computer passwords used by you; and

(d) immediately repay all outstanding debts or loans due to any Group Company.

24 Grievance, Disciplinary and Performance Procedures

Details of Scope International Private Limited's non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on the Bridge.

25 Data Protection

25.1 You consent to Scope International Private Limited processing your personal data for the purposes of and in connection with your Employment, for Scope International Private Limited's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to Scope International Private Limited processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Scope International Private Limited may, when necessary for these purposes, make such data available to

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other Group Companies, to its advisers, to its agents, to parties providing products and/or services to Scope International Private Limited (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for Scope International Private Limited's business operations, to regulatory and tax authorities (including HM Revenue & Customs), to any potential purchasers or merger partner of Scope International Private Limited or its business or subscriber to the Group's shares or as required by law.

25.2 Your details will be available to authorised personnel in any country in which Scope International Private Limited operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.

25.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with Scope International Private Limited, you process personal data (whether relating to prospective, current or future employees of Scope International Private Limited at any time, clients or customers of Scope International Private Limited or any persons) you will comply at all times with relevant legislation.

25.4 **Group Code of Conduct & Policies**

25.5 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Policy on Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on the Bridge) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

25.6 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of HR policies and procedures are also contained on the Bridge, and you should familiarise yourself with all such policies. You are required to comply with all Scope International Private Limited's policies and procedures whether set out on the Bridge, in employee handbooks or in any other format as published from time to time. You are also required to complete all induction training and mandatory learning within the relevant specified timeline. Scope International Private Limited may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of the Code of Conduct and/or the policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.

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25.7 There are no collective agreements in force affecting your Employment.

26 Entire Agreement

26.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.

26.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

27 Variation

Scope International Private Limited reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

28 Severability

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

29 Relevant Law

29.1 This Agreement takes effect under, is governed by and is to be interpreted according to the law of India.

29.2 Scope International Private Limited and you both hereby submit to the exclusive jurisdiction of Chennai Courts but this Agreement may be enforced by Scope International Private Limited in any court of competent jurisdiction.

30 Third Party Rights

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 12.5, 20, 21 and 22 may be enforced by any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

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31 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to **TM, Sivaponni** at the address given below. This offer is conditional on you having returned a signed copy of this agreement and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of **SCOPE INTERNATIONAL PRIVATE LIMITED**

Signed .....

Sivaramakrishnan, Anand
Vice President

Dated .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

Dated .....

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Standard Chartered
Scope International

CONTRACT OF EMPLOYMENT

Scope International Private Limited (1)

and

Shivangi Nupur (2)

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THIS AGREEMENT is made on **May 12, 2016 BETWEEN:**

(1) **Scope International Private Limited** whose registered office is at - **No.1, Haddows Road, Chennai - 600006 (the "Company")**; and

(2) **Shivangi Nupur** of **Kanak Nivas , Shanti Marg Ankula , Angul Odisha ("you"** or the **"Employee")**.

IT IS AGREED as follows:

1 **Definitions and interpretation**

In this Agreement where the context admits the following expressions shall have the following meanings:

"Claw-back Policy" means any claw back policy issued by the Group from time to time;

"Client" means any customer of Scope International Private Limited or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

"Commencement Date" means **June 6, 2016** or such other date as is agreed in writing between the parties;

"Conduct Rules" means the conduct rules issued from time to time by the PRA and/or the FCA that apply or may apply to you by virtue of your employment under this Agreement and/or by virtue of being a Certified Person;

"Confidential Information" means trade secrets or information of a confidential nature which belongs or relates to Scope International Private Limited or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

"Employment" means your employment under this Agreement;

"FCA" means the Financial Conduct Authority;

"Group" means Scope International Private Limited and any Group Companies;

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"Group Company" means Scope International Private Limited and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of Scope International Private Limited or a subsidiary of any such holding company (and **"Group Companies"** shall be construed accordingly);

"Group Policies and Procedures" means in particular any policies, procedures, statements, guidance, privacy notices, operating instructions or similar documents which contain information on the use of Systems or information which the Group may issue from time to time;

"The Bridge" means the Group's intranet as amended from time to time;

"Intellectual Property" means designs, trademarks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

"Legal Duties" means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

"Monitoring" includes the monitoring of electronic communications such as emails and instant messages whether sent from fixed or mobile equipment and including communications over third party instant messaging programmes, social media services or any other services which enable employees and contractors to send and receive electronic communication, internet access/use, telephone monitoring which includes listening in to calls in real time and reviewing call logs for traffic data and location data, numbers dialled and time spent on calls, monitoring of the use of printers, scanners or similar devices, video and audio monitoring, CCTV and monitoring of access to buildings through access cards or similar devices and mechanisms, in-vehicle monitoring or monitoring through information obtained from third parties;

"PRA" means the Prudential Regulatory Authority;

"Prospective Client" means any person with whom Scope International Private Limited shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, goods or services at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control or supervision shall to your knowledge have had business dealings at any time during such period;

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"Restricted Services" means any services or product, sold, supplied, produced or developed, by Scope International Private Limited (or any Group Company) with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

"Restricted Supplier" means any person who or which supplied goods or services to Scope International Private Limited (or any Group Company) as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control or supervision of the Employee shall to the Employee's knowledge have had business dealings during such period;

"Senior Person" means any director or any employee of global grade 5 or above of Scope International Private Limited or any Group Company on the date your Employment terminates, with whom you had material contact or dealings in performing the duties of your Employment, and who had material contact with clients, customers or suppliers of Scope International Private Limited or any Group Company in performing his or her duties of employment with Scope International Private Limited or any Group Company;

"Systems" means in particular Group's infrastructure, hardware, software, electronic devices or other gadgets, telecommunication and other equipment, internet, networks or databases used by Scope International Private Limited or the Group to carry out its business; and

"Termination Date" means the date of the termination of this Agreement.

1.1 In this Agreement, where the context admits:

(a) the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 1159 of the Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed to it by section 1162 of the same Act;

(b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;

(c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;

(d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

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(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in Scope International Private Limited or a Group Company means the holder of that position from time to time.

1.2 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

2 Contractual Terms

This Agreement contains the terms of your employment with Scope International Private Limited. Whilst reference is made to other Scope International Private Limited policies and procedures, those are not contractual in effect unless otherwise expressly stated.

3 Appointment

3.1 Subject to the conditions in this clause 3, you are employed as a **Associate Manager,** initially working in **Banking Ops,** reporting to **Head Credit Risk & Credit Documentation Unit** or such other person as Scope International Private Limited may determine from time to time. This position is ***Grade* E.** You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary for you to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and that you immediately notify Scope International Private Limited if you cease to hold them.

3.3 This Agreement is a conditional contract subject to: (i) you satisfying Scope International Private Limited's pre-employment verification checks (including criminal record checks and references that are satisfactory to Scope International Private Limited); [and] (ii) all and any necessary regulatory approvals for your role having been received and remaining in force. You agree that, where required by any relevant regulator, government body or law, you may be subject to credit, financial and criminal background checks at any time during your Employment.

3.4 This Agreement is also conditional upon and subject to Scope International Private Limited's receipt prior to the Commencement Date of satisfactory original evidence of your right to work. If you do not comply with this condition, Scope International Private Limited

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reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify Scope International Private Limited.

4 Continuous employment

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. Scope International Private Limited will treat no previous employment as continuous with your Employment.

5 Place of Work

5.1 Your current place of work will be at our **Bangalore** office. Scope International Private Limited reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. Scope International Private Limited may require you to work at any other Scope International Private Limited office at any location overseas as Scope International Private Limited may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

6 Term and Notice

Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 month's written notice on either side, or otherwise as provided in this Agreement.

7 Duties and Powers

Whilst this Agreement remains in effect, you shall:

(a) devote the whole of your working time, attention and skill to the business of Scope International Private Limited (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by Scope International Private Limited in writing;

(b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of Scope International Private Limited;

(c) use your best endeavours to promote and protect the interests and welfare of Scope International Private Limited, the Group and any Group Company;

(d) comply with any rules, regulations, policies and procedures of or issued by Scope International Private Limited or any Group Company from time to time;

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(e) promptly disclose to your line manager any information which comes into your possession which may adversely affect Scope International Private Limited, the Group or any Group Company;

(f) if and so long as Scope International Private Limited requires and without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;

(g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of Scope International Private Limited and any Group Company and provide such explanations in connection with it as your line manager may require; and

(h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and Scope International Private Limited or any Group Company and any material breach or default of your obligations under this Agreement; and

(i) without prejudice to the obligations and duties set out above, comply with your Legal Duties;

(j) familiarise yourself with, and comply with, the Conduct Rules;

(k) undertake any training required from time to time to enable you to continue to perform your duties.

8 Remuneration

8.1 Total Employment Compensation will be **Rs.750000/-(Rupees Seven Hundred Fifty Thousand Only) per annum** which includes Basic Salary of **Rs.300000/- (Rupees Three Hundred Thousand Only)** gross per annum payable monthly in arrears normally on 25th day of each calendar month (or where the 25th falls on a non-working day, payment will normally be made on the last preceding working day). Your Total Employment Compensation shall be subject to appropriate tax and other statutory deductions.

8.2 Your Total Employment Compensation will be reviewed annually. Any increase will be at the sole discretion of Scope International Private Limited, will be notified to you in writing and will take effect from 1 April each year. Your first base salary review will take effect on **1 April 2017**.

9 Discretionary variable compensation

9.1 You are eligible to participate in the Group's Discretionary Total Variable Compensation Plan (**"the Plan"**). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the

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Group, and your adherence to Scope International Private Limited's stated values and sound risk management principles. Any award will be subject to the Group Claw-back Policy as amended from time to time

9.2 Your Plan target for the performance year **2016** will be **10% of your Total Employment Compensation**. This target is for indicative purposes only and will be pro-rated depending on your Commencement Date. Actual awards may vary significantly from the target depending on a number of factors including those outlined above.

9.3 Approved discretionary variable compensation awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your Commencement Date although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. Scope International Private Limited retains absolute discretion as to the size of the award to be made under the Plan (if any). Scope International Private Limited reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.

9.4 Except as expressly provided in the Discretionary Total Variable Compensation Plan Rules, any award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your Employment on the date that the award is made. For the avoidance of doubt, no payment or pro rata payment under a discretionary plan will be made to you if you are serving notice (whether actively or on garden leave) as at the relevant award date.

9.5 Any tax liabilities arising from the award will be for your own account. All awards are non-pensionable.

9.6 A deferral mechanism (the "**Deferral Mechanism**") exists under the [Group's Structure of Discretionary Variable Compensation Policy]. You may be required to defer part of any sum awarded into Standard Chartered PLC shares or other similar instrument rather than the award being paid entirely in cash. Where a portion of the award is deferred, such awards will normally be granted on Scope International Private Limited's annual share grant date, anticipated to be in March following the relevant performance year, providing that: (except as expressly provided in the Discretionary Total Variable Compensation Plan Rules): (i) your Employment has not already terminated and (ii) neither party has served notice to terminate your employment, as at the relevant award date. For the avoidance of doubt, no grant will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant grant date. You will be informed at that time of the number of shares under any deferred share award. Scope International Private Limited reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time. Any deferred

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awards will be treated in accordance with the rules of the relevant plan as amended from time to time.

10 Share Plans

10.1 Sharesave plan

Details of sharesave are also available on the Bridge including the relevant date eligibility criteria.

10.2 Other share plan related provisions

During your Employment, you may become eligible for consideration for participation in one of Standard Chartered Bank's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with Scope International Private Limited at the time of grant or award and not under notice (whether given by you or Scope International Private Limited). The level of your participation (if any) is at the sole discretion of Scope International Private Limited and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by Scope International Private Limited would be available, following the commencement of your Employment, on the share plan website on the Bridge, the Group's intranet.

Standard Chartered Bank's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 22 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on the Bridge. Scope International Private Limited and any Group Company reserve the right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

10.3 Pensions and benefits

10.4 You will be eligible to join the retirement benefit plan, if any, operated by the Group in your home country. Your participation in this arrangement will be subject to the rules of the arrangement from time to time in force.

10.5 You will be eligible for life assurance benefits from the date you join Scope International Private Limited subject to your completing and returning the enrolment form. Your entitlement to life assurance benefits will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from

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time to time. If the insurer refuses to provide any life assurance benefit to you, Scope International Private Limited shall not be liable to provide such benefits itself or any compensation in lieu thereof.

10.6 Scope International Private Limited reserves the right to amend the terms of on which any pension and life assurance benefits are provided or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

11 Deductions

11.1 Scope International Private Limited may deduct from any amounts due to you such tax and social security contributions or their equivalents as Scope International Private Limited is required to deduct by law.

11.2 You hereby authorise Scope International Private Limited to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Scope International Private Limited including, without limitation, any overpayments, loans or advances made to you by Scope International Private Limited, any overpayments in respect of annual leave taken in excess of your entitlement, - any repayment due from you to Scope International Private Limited].

12 Termination

12.1 Notwithstanding any other provision in this Agreement, Scope International Private Limited is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:

(a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or

(b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment (or the Conduct Rules, if applicable); or

(c) been negligent and incompetent in the performance of your duties in the reasonable opinion of Scope International Private Limited, or ceased to attain or hold the qualifications necessary to carry out your work for Scope International Private Limited; or

(d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Scope International Private Limited into disrepute, or which is materially adverse to the interests of Scope International Private Limited or any Group Company or which has irreparably damaged the working relationship between you and the Group; or

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(e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or

(f) become Scope International Private Limitedrupt or made any arrangement or composition with or for the benefit of your creditors; or

(g) been disqualified or prohibited by law from holding office in Scope International Private Limited, any Group Company or in any other company; or

(h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Scope International Private Limited or any Group Company; or

(i) failed to satisfy the any of the pre-employment conditons or maintain any of the approvals in Clause 3 above.

The rights of Scope International Private Limited under this clause 12.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Scope International Private Limited in exercising such a right of termination will not constitute a waiver of it.

12.2 If Scope International Private Limited believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, [including any concern it may have in relation to your fitness and propriety or a potential breach by you of the Conduct Rules], it shall be entitled (without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

12.3 Once notice has been given by either party, Scope International Private Limited shall be entitled at its absolute discretion to terminate your Employment lawfully and with immediate effect by giving written notice of its intention to make a payment in lieu of notice (the "**PILON Payment**") to you in which case your Employment will terminate on the date specified in the notice. The amount of the PILON Payment shall be TEC-Retirals (Employer PF + Employer Gratuity) only which you would be entitled to receive during any unexpired part of the notice period under clause 6 of this Agreement, less any appropriate deductions. Scope International Private Limited may in its absolute discretion elect to make the PILON Payment in equal monthly instalments in arrears. For the avoidance of doubt you shall not be entitled to pay in lieu of any other benefits (including medical and life benefits, fixed pay allowance, pension or retirement allowance or variable compensation) or holiday which may otherwise have accrued during what would have

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been your notice period. If Scope International Private Limited terminates your Employment in accordance with this clause 12.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 12.5 and the restrictive covenants under clause 22) shall remain in force.

12.4 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then Scope International Private Limited may at its absolute discretion terminate your Employment by giving not less than two (2) months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to Scope International Private Limited's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.

12.5 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Scope International Private Limited, to assist the Group in cases of litigation, regulatory or other investigation where you have been involved in the business underlying the dispute or investigation and/or may have relevant information.

12.6 During any period of notice of termination Scope International Private Limited may require you to take garden leave for all or part of the remaining period of your Employment. If you are asked to take garden leave Scope International Private Limited:

(a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;

(b) may ask you to resign immediately from any offices you hold in the Group;

(c) may exclude you from any premises of any Group Company;

(d) shall require you to return all documents and other materials (including copies) belonging to Scope International Private Limited containing confidential information;

(e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Scope International Private Limited or any Group Company; and

(f) may appoint any other person or persons to act in your place,

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provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

13 Working Hours

Your normal hours of work are **40** hours per week (usually, with a lunch break of one hour daily), but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. Scope International Private Limited reserves the right to vary your working hours as necessary to meet the changing needs of the business.

14 Annual leave

14.1 In addition to the usual public holidays, you are entitled to **21** days' paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. If applicable, upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of 1/260th of your basic annual salary.

14.2 Holiday must be taken at such times as are agreed with your Line Manager.

14.3 You must comply with Scope International Private Limited's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.

14.4 You are eligible to carry forward a maximum of 5 days' leave (or the pro-rated equivalent if the Employment is part-time) from one holiday year to the next, subject to the agreement of your line manager. Any additional holiday leave not taken within the relevant holiday year will be forfeited. Any holiday leave carried forward in accordance with the terms of this clause 14 must be taken by you by 31 March in the following holiday year otherwise this will be forfeited without entitlement to a payment in lieu.

15 Sickness and other absence

15.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for seven consecutive days or more (including weekends) you must submit a doctor's certificate to Scope International Private Limited. On your return you must record your absence through Scope International Private Limited's PeopleSoft online management system.

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15.2 Should you be absent from your duties for a period in excess of six (6) months as a result of illness or injury, and assuming you have successfully completed one year's continuous service following the Commencement Date, you may be entitled to consideration for benefits under Scope International Private Limited's Permanent Health Insurance, details of which will be made available to you upon joining. The payment of any benefits under such a scheme will be on such terms as Scope International Private Limited may from time to time decide and shall be subject to: (i) acceptance that you are entitled to such benefits (and to payment of such benefits) by the relevant insurer (whose decision shall be final) on reasonable rates of premium; and (ii) the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion without payment to you for compensation for any such amendment or withdrawal. Your entitlement to benefits under the insurance scheme (if any) or any other scheme is without prejudice to Scope International Private Limited's right to terminate your Employment on notice or otherwise and Scope International Private Limited reserves the right to terminate your Employment at any time during illness or disability. If the relevant insurer refuses for any reason to provide any benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

15.3 Scope International Private Limited reserves the right to require you to undergo a medical examination by a doctor or other medical practitioner appointed by Scope International Private Limited at any time during your Employment whether or not you are absent by reason of illness or injury or otherwise. You agree to give such authority as Scope International Private Limited may request or require so as to allow Scope International Private Limited unconditional access to any report or reports produced as a result of any such examination.

16 Medical Provision

16.1 You, your Spouse and 2 children up to age 21 (or date of marriage if earlier) will be eligible to join Scope International Private Limited's Private Medical Scheme (the "**Scheme**"). The premiums will be borne by Scope International Private Limited. Your entitlement to cover under the Scheme will be subject to acceptance by the relevant insurer on reasonable rates of premium and to the terms and conditions of such insurance from time to time. Scope International Private Limited reserves the right to amend the terms of the Scheme or to withdraw it completely at its sole discretion at any time without payment to you for compensation for any such amendment or withdrawal. If the relevant insurer refuses for any reason to provide any medical benefits to you, Scope International Private Limited shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

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17 Scope International Private Limited Expenses

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on Scope International Private Limited's business in the performance of your duties under this Agreement provided these have been agreed in advance with your line manager subject always to the production of appropriate receipts and compliance with applicable Scope International Private Limited policy from time to time in force.

18 Financial Regulatory Legislation and Outside Business Interests

18.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the FCA and PRA) and policy of the Group, in relation to the business of the Group.

18.2 Your attention is drawn to Scope International Private Limited's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [PersonalDealing1@sc.com].

18.3 Except with the prior written consent of the Regional Control Room, you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.

18.4 You shall not introduce to any other person, firm, Scope International Private Limited or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

19 Monitoring Practices and Use of Scope International Private Limited's Systems

19.1 By signing this Agreement, you acknowledge the Group may monitor and record without further notice or warning any use that you make of the Group's Systems for the purpose of ensuring that such Group Systems are being used lawfully and appropriately and that the Group's policies and procedures are being complied with to protect:

(a) the Group's legitimate business interests;

(b) confidential information belonging to the Group or any other party;

(c) the security of the Group's Systems; and

(d) to comply with the Group's legal and regulatory obligations.

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19.2 You must comply with all Group Policies and Procedures, which relate to the use of Group's Systems, including privately owned Systems used for the Group's business.

20 Confidential Information and Scope International Private Limited Documents

20.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of Scope International Private Limited and/or any Group Company:

(a) divulge or communicate to any person, company, business entity or other organisation; or

(b) use for your own purposes or for any purposes other than those of Scope International Private Limited or any Group Company; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of Scope International Private Limited and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

20.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Scope International Private Limited or any Group Company (and any copies of the same):

(a) shall be and remain the property of Scope International Private Limited or the relevant Group Company; and

(b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Scope International Private Limited or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by Scope International Private Limited) on demand and in any event on the termination of the Employment.

20.3 Nothing in this Agreement shall preclude you from making a disclosure under Scope International Private Limited's "Speak-Up" Policy which is available on the Bridge

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(including to a regulator). This includes protected disclosures about topics previously disclosed to another recipient.

21 Intellectual Property

21.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of Scope International Private Limited or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Scope International Private Limited or such Group Company as Scope International Private Limited may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in Scope International Private Limited or such Group Company as Scope International Private Limited may direct by the operation of law, you hereby assign absolutely to Scope International Private Limited or such Group Company as Scope International Private Limited may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 21 shall be construed as limiting or excluding the rights of you or Scope International Private Limited under applicable legislation relating to employee created Intellectual Property.

21.2 You further agree that in relation to Intellectual Property owned by Scope International Private Limited or such Group Company as Scope International Private Limited may direct in accordance with clause 21 above you will:

(a) assist Scope International Private Limited (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by Scope International Private Limited or Group Company in any jurisdiction in the world; and

(b) assist Scope International Private Limited or Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending Scope International Private Limited or Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

22 Restrictive Covenants

22.1 You hereby undertake to Scope International Private Limited that you shall not during your employment or during the period of six (6) months (or twelve (12) months in relation to clause 22.1(c) following the Termination Date (the "**Relevant Period**"), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in

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conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with Scope International Private Limited or any Group Company

(a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with Scope International Private Limited or any Group Company;

(b) have any material business dealings concerning Restricted Services with any Client or Prospective Client;

(c) solicit, induce, entice or procure any Senior Person to leave Scope International Private Limited or any Group Company whether or not any such person would thereby be committing a breach of contract; or

(d) interfere with the relationship between Scope International Private Limited and a Restricted Supplier.

22.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.

22.3 You hereby covenant with Scope International Private Limited (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during your Employment) in terms identical to those contained in clause 22.1 save that references to the "Scope International Private Limited" shall for the purposes of this clause 22.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on Scope International Private Limited's request promptly enter into a deed of restrictive covenants in a form acceptable to Scope International Private Limited with any such Group Company in order to give such Group Company the same protection given to Scope International Private Limited pursuant to clause 22.1 above.

22.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 22, you shall make the substance of the restrictions contained in clauses 20, 21 and 22 known to the person making such offer.

22.5 You hereby undertake to Scope International Private Limited that you will not at any time:

a) during the continuance, or after the termination, of your Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered"; or

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b) after the termination of your Employment or the Agreement claim, represent or otherwise indicate any present association with Scope International Private Limited or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with Scope International Private Limited or any Group Company to its or their detriment.

23 Obligations on Termination

Upon termination of your Employment with Scope International Private Limited (for whatever reason) or where Scope International Private Limited exercises its powers pursuant to clause 12.6, you shall:

(a) without compensation resign from all offices held by you in any Group Company and shall transfer to Scope International Private Limited or any relevant Group Company without payment or as Scope International Private Limited may direct any qualifying shares held by you as nominee for Scope International Private Limited or any relevant Group Company;

(b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

(c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform Scope International Private Limited of relevant computer passwords used by you; and

(d) immediately repay all outstanding debts or loans due to any Group Company.

24 Grievance, Disciplinary and Performance Procedures

Details of Scope International Private Limited's non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on the Bridge.

25 Data Protection

25.1 You consent to Scope International Private Limited processing your personal data for the purposes of and in connection with your Employment, for Scope International Private Limited's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to Scope International Private Limited processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Scope International Private Limited may, when necessary for these purposes, make such data available to

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other Group Companies, to its advisers, to its agents, to parties providing products and/or services to Scope International Private Limited (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for Scope International Private Limited's business operations, to regulatory and tax authorities (including HM Revenue & Customs), to any potential purchasers or merger partner of Scope International Private Limited or its business or subscriber to the Group's shares or as required by law.

25.2 Your details will be available to authorised personnel in any country in which Scope International Private Limited operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.

25.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with Scope International Private Limited, you process personal data (whether relating to prospective, current or future employees of Scope International Private Limited at any time, clients or customers of Scope International Private Limited or any persons) you will comply at all times with relevant legislation.

25.4 **Group Code of Conduct & Policies**

25.5 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Policy on Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on the Bridge) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

25.6 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of HR policies and procedures are also contained on the Bridge, and you should familiarise yourself with all such policies. You are required to comply with all Scope International Private Limited's policies and procedures whether set out on the Bridge, in employee handbooks or in any other format as published from time to time. You are also required to complete all induction training and mandatory learning within the relevant specified timeline. Scope International Private Limited may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of the Code of Conduct and/or the policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.

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25.7 There are no collective agreements in force affecting your Employment.

26 Entire Agreement

26.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.

26.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

27 Variation

Scope International Private Limited reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

28 Severability

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

29 Relevant Law

29.1 This Agreement takes effect under, is governed by and is to be interpreted according to the law of India.

29.2 Scope International Private Limited and you both hereby submit to the exclusive jurisdiction of Chennai Courts but this Agreement may be enforced by Scope International Private Limited in any court of competent jurisdiction.

30 Third Party Rights

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 12.5, 20, 21 and 22 may be enforced by any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

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31 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to **TM, Sivaponni** at the address given below. This offer is conditional on you having returned a signed copy of this agreement and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of **SCOPE INTERNATIONAL PRIVATE LIMITED**

Signed .....

Sivaramakrishnan, Anand
Vice President

Dated 19/5/16 .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

Dated .....

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Name:
Bank ID:

Total Employment Cost (TEC) Break-Up

Name :	Deepak Dash	
Dept:	Banking Ops Management Trainee	
	Annual	Monthly
Base Salary (i.e., 40% of Annual TEC)	360,000	30,000
HRA / Housing* (i.e., 50% of Annual Basic Salary)	180,000	15,000
Employer PF (i.e., 12% of Annual Basic Salary)	43,200	3,600
Employer Gratuity (i.e., 4.81% of Annual Basic Salary)	17,316	1,443
ESI - Employer contribution (i.e., 4.75% of Annual Gross Salary)*	0	0
Special Allowance	299,484	24,957
Total Employment Cost (TEC)	**900,000**	**75,000**
ESI - Employee contribution (i.e., 1.75% of Annual Gross Salary)*	0	0
PF - Employee contribution (i.e., 12% of Annual Basic Salary)	43,200	3,600
PRE TAX NET SALARY (Less Employer PF, Employee PF, Employer Gratuity, Employer ESI & Employee ESI)	**796,284**	**66,357**

***Note:**
1. ESI contributions will be applicable only for employees whose Gross Salary is less than INR 15000 PM.
2. Gross Annual Salary = Basic Salary + HRA + Special Allowance - allocation towards reimbursement
3. Above Break-up is computed with an assumption that you have not opted for any of the below reimbursement declaration.

Staff can use Special Allowance to either plan taxes or avail benefits, as per IT provision of Govt. of India. Special Allowance can be availed either as Annual Allowances and/or Reimbursement (as per limits provided below).

Annual Allowances / Reimbursement limits	Annual	Monthly
Medicine (Domicilary)	15000	
Conveyance**	19200	1600
LTA	150000	
Telephone Expenses	60000	
Professional Pursuit (for Self only)	25000	

Conveyance:** Only in case Staff does not avail Leased Car

Target Bonus - 10% of TEC

Name:
Bank ID:

Total Employment Cost (TEC) Break-Up

Name :	Tanush Raqib	
Dept:	Banking Ops Management Trainee	
	Annual	Monthly
Base Salary (i.e., 40% of Annual TEC)	300,000	25,000
HRA / Housing* (i.e., 50% of Annual Basic Salary)	150,000	12,500
Employer PF (i.e., 12% of Annual Basic Salary)	36,000	3,000
Employer Gratuity (i.e., 4.81% of Annual Basic Salary)	14,430	1,203
ESI - Employer contribution (i.e., 4.75% of Annual Gross Salary)*	0	0
Special Allowance	249,570	20,798
Total Employment Cost (TEC)	**750,000**	**62,500**
ESI - Employee contribution (i.e., 1.75% of Annual Gross Salary)*	0	0
PF - Employee contribution (i.e., 12% of Annual Basic Salary)	36,000	3,000
PRE TAX NET SALARY (Less Employer PF, Employee PF, Employer Gratuity, Employer ESI & Employee ESI)	**663,570**	**55,298**

***Note:**
1. ESI contributions will be applicable only for employees whose Gross Salary is less than INR 15000 PM.
2. Gross Annual Salary = Basic Salary + HRA + Special Allowance - allocation towards reimbursement
3. Above Break-up is computed with an assumption that you have not opted for any of the below reimbursement declaration.

Staff can use Special Allowance to either plan taxes or avail benefits, as per IT provision of Govt. of India. Special Allowance can be availed either as Annual Allowances and/or Reimbursement (as per limits provided below).

Annual Allowances / Reimbursement limits	Annual	Monthly
Medicine (Domicilary)	15000	
Conveyance**	19200	1600
LTA	125000	
Telephone Expenses	60000	
Professional Pursuit (for Self only)	25000	

Conveyance:** Only in case Staff does not avail Leased Car

Target Bonus - 10% of TEC

SIESTA

Dated: March 22, 2016

Mr. Akshat Ghiya
ICFAI Business School
Hyderabad

Sub : Letter of Appointment as Trainee

Dear Mr. Akshat Ghiya

With reference to your application and subsequent discussions we are pleased to appoint you in the services of **SIESTA HOSPITALITY SERVICES LIMITED** on the terms and conditions detailed in this letter.

I. You are being appointed as **Executive Trainee – Business Development.** You will join the company on or before the 11th April 2016.

II. You will be required to report at Mumbai for your training period post which you may be posted in any of the locations of Siesta Hospitality Services Limited. The actual location of posting will be communicated after successful completion of the training period.

III. You maybe transferred to any of the company's locations in course of your service with SIESTA HOSPITALITY SERVICES LTD.

IV. You will be governed by the terms and conditions contained in this letter of Appointment (Annexure I), as well as policies and practices adopted by the company from time to time.

V. Details of your compensation are mentioned in (Annexure II) to this letter.

VI. Please let us have a duplicate copy of this letter with the annexure signed by you as a token of your acceptance of our appointment.

We welcome you and look forward to your having a mutually rewarding and long career with us.

Yours Faithfully,

For,
SIESTA HOSPITALITY SERVICES LIMITED

Binayak Mitra
Senior Vice President and Head – Human Resources
Encl: Annexure I
Annexure II

SHSL/F/0607

SIESTA

Annexure I

1. Your services will be probationary for a period of six (6) months and the company will have a right to extend the probation period according to your performance.

2. During the probation period, your services would be liable to be terminated by the company without assigning any reason, on a month's notice or on payment of a month's salary in lieu of the notice period. In case you decide to leave the company services during the probation period, you will be required to give to the company, a month's notice, or payment of an amount equivalent to a month's salary in lieu thereof. After confirmation, or successful completion of your probation period, your services would be liable to be terminated by giving one month's notice or on payment of an amount equivalent to one month's salary in lieu of the notice period by the company. In case you decide to leave the company services, you will be required to give to the company three months notice, which period or part thereof, the company may waive at its sole discretion.

3. You will hand over to the company nominated person the charge and / or letter of authority, power of attorney if any, issued to you and also any property / material of the company in your possession at the time of separation of your employment with the company. Your full and final settlement with the company is subject and contingent to your compliance with this clause of the employment agreement.

4. Your appointment and your continuation in employment is subject to your being found medically fit and the company will have the right to get you examined / re-examined from any registered medical practitioner / surgeon whose findings shall be final. Your appointment and your continuation in employment are subject to our receiving satisfactory report from the references given by you.

5. You will not, without prior permission in writing from the company, carry on any business or profession or enter for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interests of the company and will not divulge to any person or utilize any of the secrets or other related information (that you may possess by reason of your association with the company) outside the company.

6. The appointment is made relying upon the information furnished and representation made by you from time to time. If any information or representation is found to be incorrect or if any material information is detected by us to have been suppressed by you or any action on your part is found to be in contravention to the conditions stated herein, the company will have the right to terminate your services at any time without notice.

7. You will be bound by the rules, policies and practices of the company. Your initial posting will be communicated post successful completion of your training. The company shall have the right to transfer you to any of its departments / offices. In case of such transfer the terms and conditions of your employment, including gross salaries and benefits, etc as stated in this letter will continue to be applicable.

SIESTA

8. You will automatically retire from the services of the company at attaining the age of 58 years. Your age mentioned in the birth / school certificates will be deemed to be conclusive proof of your date of birth.

9. You shall intimate in writing to the company, any change of address within a week's time from the occurrence of such change, failing which any communication sent on your last recorded address shall be, deemed to have been served on you.

10. You will be required to submit certificates in support of your educational / professional qualification, experience, date of birth, other testimonials required including relieving letter from your last employer. (In case you are / were employed)

11. During the term of this agreement and for a period of three years following the termination of this agreement, Mr. Akashat Ghiya shall not in the hospitality sector, directly or indirectly

    I. enter the employ of, or render any services to, any person, firm or corporation engaged in any business competitive with the business of the Company or of any of its subsidiaries or affiliates;
    II. engage in such business on his own account; or
    III. become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, consultant, or any other relationship or capacity.

If you are agreeable to the above terms and conditions, please sign the attached copy of this appointment letter and send it to us as a token of your acceptance within three days from the receipt of the same.

We look forward to your long and fruitful association with our organization.

Yours Faithfully,
For,
SIESTA HOSPITALITY SERVICES LIMITED

Binayak Mitra
Senior Vice President and Head – Human Resources

ACCEPTANCE

I hereby accept the terms and conditions as mentioned in the letter.

Date _____ Name _____

Place _____ Signature _____

SHSL/F/0607

SIESTA

Annexure II

Compensation Heads	**Amount in (Rs)**
Basic Salary	15,102.00
House Rent Allowance	7,551.00
Medical Allowance	1,250.00
Conveyance	1,267.00
Statutory Bonus	700.00
Leave Travel Allowance	1,293.00
Mobile Reimbursement	2,000.00
Petrol Reimbursement	3,000.00
Gross Salary for the Month	**32,163.00**
Provident Fund @12% of Basic	1,812.00
Gratuity @ 4.8% of Basic	725.00
Medical Insurance*	300.00
Fixed Cost to the Company Per Month	**35,000.00**
Fixed Cost to the Company Per Annum	**4,20,000.00**
Variable Cost to the Company per Annum	1,00,000.00
Total Cost to the Company per Annum	**5,20,000.00**

*The current Medical Insurance Scheme of the company allows a family cover of Rs. 2,00,000 /- for every family (as defined under the policy) which you are currently eligible.

For,
SIESTA HOSPITALITY SERVICES LIMITED,

Binayak Mitra
Senior Vice President and Head – Human Resources

SHSL/F/0607

SISCO
LEADER IN CASH LOGISTICS

Ref.:SISCO/HR/2016 – 1103 - 02 **11th March 2016**

Ms. Hina Kauser,
Plot No.1B, Mancholai street, 1st Main road,
Kalaimagal Nagar, Ekkathuthangal, Chennai - 32
Contact No: 9677005612
E Mail Id: hina.jk@gmail.com

Sub: Offer Letter cum Joining Instructions

Dear Hina Kauser,

1. Further to your application and the subsequent interview you had with us, we have pleasure in offering you the position of **Manager - Operation** located at **Corporate.** This offer is based on your profile, relevant work experience and performance in the selection process.

2. Your date of joining with us is **18th - March - 2016** and you have to report at **SIS Prosegur, No.4, 7th Avenue, Harrington road, Chetpet, Chennai-600031** for the purpose of familiarization and induction.

3. Your annual CTC including all benefits & PBB will be **Rs 5,51,052 /- (Rupees Five Lakhs Fifty One Thousand and Fifty Two Only) per annum** which includes Basic, HRA, Other Allowance, Local Conveyance and Special Allowance as well as company's contribution towards Provident fund, Gratuity, Mediclaim /ESI and Reimbursements against Mobile expenses.

4. Your Functional Controlling Officer and Administrative Controlling Officer will be **Product Head**. Your specific role and responsibility will be as per the attached Job Description.

5. Your appointment letter and service terms & conditions will be released on your submission of documents & relieving letter from your last organization and verification by us within 30 days of your joining.

6. Kindly confirm your acceptance of this offer on or before **14th - March - 2016**, along with your date of joining to the Organization by sending scanned copy of Offer letter, duly signed by you. This offer will remain valid up to **18th - March - 2016**.

We retain the right to review our offer of employment in case of any deviation/ discrepancy in information shared by you or any change in agreed/ pre-decided date of joining.

We welcome you to our Organization and sincerely hope that your association with the Company will be of mutual benefit and satisfaction for years to come.

With Best Wishes,
For SIS Prosegur Holdings Pvt Ltd.

Authorised Signatory
Encl: Annexure.

SISCO
LEADER IN CASH LOGISTICS

Annexure

NAME	HINA KAUSER	LOCATION:	CHENNAI
DESIGNATION	MANAGER		
SR.	PARTICULARS	MONTHLY	ANNUALLY
A	Remuneration :		
1	Basic	14,700	1,76,400
2	House Rent Allowance	7,350	88,200
3	Conveyance Allowance	1,600	19,200
4	Other Allowance	18,350	2,20,200
	Gross Salary	**42,000**	**5,04,000**
5	PF (Employer Contribution)	1,964	23,567
6	Gratuity	707	8,485
	Total Gross (A)	**44,671**	**5,36,052**
B	Reimbursements		
7	Medical Reimbursement	1,250	15,000
	Total (B)	1,250	**15,000**
	Total Package (A+ B)	**45,921**	**5,51,052**

Note:

In addition to above, you are eligible for Gratuity and EL as per Company Policy.

Authorised Signatory

Ref.:SISCO/HR/2016 – 0706 - 02 **07th June 2016**

Ms. Saurabh,
Flat No. T-6, Emarat Kohinoor Apartment,
P.O-Anisabad, District-Patna
Contact No: 9948089303
E Mail Id: saurabh1984verma@gmail.com

Sub: Offer Letter cum Joining Instructions

Dear Saurabh,

1. Further to your application and the subsequent interview you had with us, we have pleasure in offering you the position of **Manager - Operation** located at **Corporate.** This offer is based on your profile, relevant work experience and performance in the selection process.

2. Your date of joining with us is **20th - June - 2016** and you have to report at **SIS Prosegur, No.4, 7th Avenue, Harrington road, Chetpet, Chennai-600031** for the purpose of familiarization and induction.

3. Your annual CTC including all benefits & PBB will be **Rs 5,06,070/- (Rupees Five Lakhs Six Thousand Seventy Only) per annum** which includes Basic, HRA, Other Allowance, Local Conveyance and Special Allowance as well as company's contribution towards Provident fund, Gratuity, Mediclaim /ESI and Reimbursements against Mobile expenses.

4. Your Functional Controlling Officer and Administrative Controlling Officer will be **Product Head**. Your specific role and responsibility will be as per the attached Job Description.

5. Your appointment letter and service terms & conditions will be released on your submission of documents & relieving letter from your last organization and verification by us within 30 days of your joining.

6. Kindly confirm your acceptance of this offer on or before **8th - June- 2016**, along with your date of joining to the Organization by sending scanned copy of Offer letter, duly signed by you. This offer will remain valid up to **11th - June - 2016**.

We retain the right to review our offer of employment in case of any deviation/ discrepancy in information shared by you or any change in agreed/ pre-decided date of joining.

We welcome you to our Organization and sincerely hope that your association with the Company will be of mutual benefit and satisfaction for years to come.

With Best Wishes,
For SIS Prosegur Holdings Pvt Ltd.

Authorised Signatory
Encl: Annexure.

SISCO
LEADER IN CASH LOGISTICS

Annexure

NAME	**SAURABH**	**LOCATION:**	**CHENNAI**
DESIGNATION	**MANAGER**		
Sl.No.	Particulars	Monthly	Annually
A	Remuneration :		
1	Basic	14,800	1,77,600
2	House Rent Allowance	7,400	88,800
3	Conveyance Allowance	1,600	19,200
4	Other Allowance	13,200	1,58,400
	Gross Salary	**37,000**	**4,44,000**
5	PF (Employer Contribution)	1,977	23,727
6	Gratuity	712	8,543
	Total Gross (A)	**39,689**	**4,76,270**
B	Reimbursements		
7	Medical Reimbursement	1,250	15,000
	Total (B)	1,250	**15,000**
	Bonus		**14,800**
	Total Package (A+ B)	**40,939**	**5,06,070**

Note:

In addition to above, you are eligible for Gratuity and EL as per Company Policy.

Authorised Signatory

SIS Prosegur Holdings PVT. LTD.
No.4, Deccan House, 7th Avenue, Harrington Road,
Chetpet, Chennai – 600 031
Tel : +91-44- 3352 4000
Fax : +91 -44 – 2836 1418

SNA Technologies

KABIR KRISHN
Hyderabad, India
Date: 23rd Feb 2016

Offer Letter

Dear Kabir Krishn,

Further to our discussions and interview, we are pleased to offer you employment with **SNA Technologies. INC**, for the position of **Marketing Executive**, based out of Delhi, with CTC of Rs 6, 00,000 per annum.

The joining date for the position would be 01st March 2016.

Responsibilities

1) Generate Leads as required by the organization by visiting the client location

2) Conduct Regular follow up with prospective clients and existing clients

3) Get referral contacts from satisfied clients

4) Other jobs as when assigned

Work Timings

As this role is a full time and working hours will be 8 hours Monday to Friday.

If situation arises to stay beyond 8 hours then it has to be met.

You are required to send the acceptance of this offer by signing on all the pages of the Letter, scan/ copy and send it to us before close of business hours of 25th February 2016.

The list of joining documents is enclosed herewith. Upon joining the organization Letter of Appointment would be issued.

Warm Regards,

For SNA Technologies Inc

Ephraim Abraham
Authorized Signatory

Kind attn: Kabir Krishn

List of Documents to be submitted at the time of joining:

1. Proof of Age – Standard Xth pass certificate
2. Education/ Technical Qualification – Pass Certificates of Pre-Graduation, Graduation & Post Graduation (if applicable), and any technical qualification
3. Previous Employment letters from all organizations worked for (If Applicable).
4. Last company relieving letter and resignation letter (If Applicable).
5. Last 2 salary slips (If Applicable)
6. Copy of PAN
7. Copy of address proof
8. Recent passport size photographs – 2

Please provide photocopy of each of the documents mentioned above.

Kindly note that all the copies (from 1 to 6) have to be self-attested.

Salary and Break up

Earnings	Amount	Deductions	Amount
BASIC	25,000.00	PF	1,800.00
HRA	10,000.00	PT	200.00
CONVEYANCE	1,600.00	MEAL VOUCH	1,300.00
MEDICAL	1,250.00	TDS	**1340**
SPECIAL AL	12,150.00		
Total	**50,000.00**	**Total**	**4,640.00**

Net Pay 45,360.00

In Words Rupees Forty Five Thousand Three Hundred and Sixty Only

SNA Technologies

VIBHOR WAHI
Hyderabad, India
Date: 23rd Feb 2016

Offer Letter

Dear Vibhor Wahi,

Further to our discussions and interview, we are pleased to offer you employment with **SNA Technologies. INC**, for the position of **Marketing Executive**, based out of Hyderabad, with CTC of Rs 6, 00,000 per annum.

The joining date for the position would be 01st March 2016.

Responsibilities

1) Generate Leads as required by the organization by visiting the client location

2) Conduct Regular follow up with prospective clients and existing clients

3) Get referral contacts from satisfied clients

4) Other jobs as when assigned

Work Timings

As this role is a full time and working hours will be 8 hours Monday to Friday.

If situation arises to stay beyond 8 hours then it has to be met.

You are required to send the acceptance of this offer by signing on all the pages of the Letter, scan/ copy and send it to us before close of business hours of 25th February 2016.

The list of joining documents is enclosed herewith. Upon joining the organization Letter of Appointment would be issued.

Warm Regards,

For SNA Technologies Inc

Ephraim Abraham
Authorized Signatory

Kind attn: Vibhor Wahi

List of Documents to be submitted at the time of joining:

1. Proof of Age – Standard Xth pass certificate
2. Education/ Technical Qualification – Pass Certificates of Pre-Graduation, Graduation & Post Graduation (if applicable), and any technical qualification
3. Previous Employment letters from all organizations worked for (If Applicable).
4. Last company relieving letter and resignation letter (If Applicable).
5. Last 2 salary slips (If Applicable)
6. Copy of PAN
7. Copy of address proof
8. Recent passport size photographs – 2

Please provide photocopy of each of the documents mentioned above.

Kindly note that all the copies (from 1 to 6) have to be self-attested.

Salary and Break up

Earnings	Amount	Deductions	Amount
BASIC	25,000.00	PF	1,800.00
HRA	10,000.00	PT	200.00
CONVEYANCE	1,600.00	MEAL VOUCH	1,300.00
MEDICAL	1,250.00	TDS	**1340**
SPECIAL AL	12,150.00		
Total	**50,000.00**	**Total**	**4,640.00**

Net Pay 45,360.00

In Words Rupees Forty Five Thousand Three Hundred and Sixty Only

SNA Technologies

JEET GOYAL
Hyderabad, India
Date: 23rd Feb 2016

Offer Letter

Dear Jeet Goyal,

Further to our discussions and interview, we are pleased to offer you employment with **SNA Technologies. INC**, for the position of **Marketing Executive**, based out of Mumbai & Pune, with CTC of Rs 6, 00,000 per annum.

The joining date for the position would be 01st March 2016.

Responsibilities

1) Generate Leads as required by the organization by visiting the client location

2) Conduct Regular follow up with prospective clients and existing clients

3) Get referral contacts from satisfied clients

4) Other jobs as when assigned

Work Timings

As this role is a full time and working hours will be 8 hours Monday to Friday.

If situation arises to stay beyond 8 hours then it has to be met.

You are required to send the acceptance of this offer by signing on all the pages of the Letter, scan/ copy and send it to us before close of business hours of 25th February 2016.

The list of joining documents is enclosed herewith. Upon joining the organization Letter of Appointment would be issued.

Warm Regards,

For SNA Technologies Inc

Ephraim Abraham
Authorized Signatory

Kind attn: Jeet Goyal

List of Documents to be submitted at the time of joining:

1. Proof of Age – Standard Xth pass certificate
2. Education/ Technical Qualification – Pass Certificates of Pre-Graduation, Graduation & Post Graduation (if applicable), and any technical qualification
3. Previous Employment letters from all organizations worked for (If Applicable).
4. Last company relieving letter and resignation letter (If Applicable).
5. Last 2 salary slips (If Applicable)
6. Copy of PAN
7. Copy of address proof
8. Recent passport size photographs – 2

Please provide photocopy of each of the documents mentioned above.

Kindly note that all the copies (from 1 to 6) have to be self-attested.

Salary and Break up

Earnings	Amount	Deductions	Amount
BASIC	25,000.00	PF	1,800.00
HRA	10,000.00	PT	200.00
CONVEYANCE	1,600.00	MEAL VOUCH	1,300.00
MEDICAL	1,250.00	TDS	**1340**
SPECIAL AL	12,150.00		
Total	**50,000.00**	**Total**	**4,640.00**

Net Pay 45,360.00

In Words Rupees Forty Five Thousand Three Hundred and Sixty Only

SNA Technologies

GITANJALI SINGH
Hyderabad, India
Date: 23rd Feb 2016

Offer Letter

Dear Gitanjali Singh,

Further to our discussions and interview, we are pleased to offer you employment with **SNA Technologies. INC**, for the position of **Marketing Executive**, based out of Bangalore, with CTC of Rs 6, 00,000 per annum.

The joining date for the position would be 01st March 2016.

Responsibilities

1) Generate Leads as required by the organization by visiting the client location

2) Conduct Regular follow up with prospective clients and existing clients

3) Get referral contacts from satisfied clients

4) Other jobs as when assigned

Work Timings

As this role is a full time and working hours will be 8 hours Monday to Friday.

If situation arises to stay beyond 8 hours then it has to be met.

You are required to send the acceptance of this offer by signing on all the pages of the Letter, scan/ copy and send it to us before close of business hours of 25th February 2016.

The list of joining documents is enclosed herewith. Upon joining the organization Letter of Appointment would be issued.

Warm Regards,

For SNA Technologies Inc

Ephraim Abraham
Authorized Signatory

Kind attn: Gitanjali Singh

List of Documents to be submitted at the time of joining:

1. Proof of Age – Standard Xth pass certificate
2. Education/ Technical Qualification – Pass Certificates of Pre-Graduation, Graduation & Post Graduation (if applicable), and any technical qualification
3. Previous Employment letters from all organizations worked for (If Applicable).
4. Last company relieving letter and resignation letter (If Applicable).
5. Last 2 salary slips (If Applicable)
6. Copy of PAN
7. Copy of address proof
8. Recent passport size photographs – 2

Please provide photocopy of each of the documents mentioned above.

Kindly note that all the copies (from 1 to 6) have to be self-attested.

Salary and Break up

Earnings	Amount	Deductions	Amount
BASIC	25,000.00	PF	1,800.00
HRA	10,000.00	PT	200.00
CONVEYANCE	1,600.00	MEAL VOUCH	1,300.00
MEDICAL	1,250.00	TDS	**1340**
SPECIAL AL	12,150.00		
Total	**50,000.00**	**Total**	**4,640.00**

Net Pay 45,360.00

In Words Rupees Forty Five Thousand Three Hundred and Sixty Only

TATA

Date: 17/12/15

To,
Mr. Priyanka Gaur
677/2 Ashok Vatika, Khanpur, New Delhi-62

Dear Mr. Priyanka,

With reference to your application and subsequent meeting with you, we are pleased to offer you a position of **Assistant Manager Designate** in the **Marketing & Sales Group** as per the enclosed annexure.

You will be on probation for a period of 6 months from the date of joining. During the probation period, the appointment is terminable on one month's notice by either party or one month's salary in lieu thereof.

The Appointment Letter shall be issued to you upon joining the services of the Company.

This offer letter should not be in any case treated as an Appointment Letter. The appointment is subject to your being found medically fit by the Medical Officer of the Company.

The Company may utilize your services in any of the Groups / Teams at any of its offices, sites or its affiliated and associated companies.

You are requested to confirm your acceptance on or before 17/12/15. Your place of joining and place of posting will be intimated to you shortly.

If you have any further clarification, please feel free to contact the undersigned on Tel. No. 6661 4444.

You are requested to send us a copy of the letter duly signed by you as a token of your acceptance.

With regards,
For Tata Housing Development Co. Ltd

I accept

For Akath

Dr. Ashok Mohanty
Head - Human Resource

TATA HOUSING DEVELOPMENT COMPANY LIMITED

CIN - U99999MH1942PLC003573
Regd. Office: Times Tower, 12th Floor, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013.
Tel.: 91 22 6661 4444 Fax : 91 22 6661 4452 E-mail : info@tatahousing.com
Website : www.tatahousing.com

Name		
Group	**Marketing & Sales**	
Designation	**Assistant Manager - Designate**	
Grade	**F2**	
Particulars	**P.M.**	**P.A**
BASIC	14,584	175,008
H.R.A.	7,292	87,504
CONVEYANCE	1,600	19,200
ADDITIONAL ALLOWANCE	16,042	192,504
TELEPHONE	1,600	19,200
MEDICAL	1,250	15,000
FOOD COUPONS	2,500	30,000
TOTAL (A)	**44,868**	**538,416**
LEAVE TRAVEL ASSISTANCE	1,215	14,584
TOTAL (B)	**1,215**	**14,584**
EMPLOYER'S CONTRIBUTION - PF	1,750	21,001
TOTAL (C)	**1,750**	**21,001**
PERFORMANCE INCENTIVE		126,000
TOTAL (D)	**-**	**126,000**
GRAND TOTAL (A+B+C+D)	**47,833**	**700,001**

Current Benefits:

Working Days & Leaves

5 Days a week
30 days Privilege leave after confirmation
7 days leave Casual Leave, Can be availed on pro-rata basis during probation
10 days Sick Leave, can be availed on pro-rata basis during probation
Maternity Leave can be availed for a maximum period of 3 months only after confirmation.
Paternity Leave can be availed for a maximum period of 6 days only after confirmation.

Gratuity:

Gratuity one month's basic per year after completion of 5 years of service.

Superannuation & LTA

Only confirmed employees are eligible to receive Superannuation benefit (if Opted) & Leave Travel Allowance.

Annual Health Check-up

This scheme will be applicable to all confirmed employees and who have spent minimum one year in the Company, irrespective of their level. General Managers and above are eligible to undergo the check up every year irrespective of age. Dy. General Managers and below are eligible to undergo the check up every alternate year if in the age group of 30 to 40 years and every year if above 40 years. This scheme is also applicable to an employee's spouse as above.

Group Health Insurance

Family size equivalent to employee + 5 dependants (Self + Spouse + 2 dependent children (below 21 years of age, who are unemployed) + 2 dependant parents (up to 80 years of age) are covered. Siblings are not covered.
Total family sum insured is 5,00,000 Lacs+ Maternity Cover up to Rs-50000/-

Performance Link Incentive

Please note that the Performance Incentive is based on your Goal Achievements (90%) and Competency Behaviour(10%) basis which there will be a rationalization of scores in the company and payouts will be done according to company policy as communicated over the phone.

Mobile Reimbursement

You are entitled for Mobile bill reimbursement up to Rs. 1800/- per month.

News Paper & Magazines subscription reimbursement

You are entitled for reimbursement upto Rs.250/- per month for subscription of newspaper and /or Magazine/journal on submission of bills.

TATA

Date: 17/12/15

To,
Mr. Saroj Misra
'Amalta Vihar' complex
Flat No - G1/1, Kamalgazi, P.O. Narendrapur - Kol-103.

Dear Mr. Saroj

With reference to your application and subsequent meeting with you, we are pleased to offer you a position of **Assistant Manager Designate** in the **Marketing & Sales Group** as per the enclosed annexure.

You will be on probation for a period of 6 months from the date of joining. During the probation period, the appointment is terminable on one month's notice by either party or one month's salary in lieu thereof.

The Appointment Letter shall be issued to you upon joining the services of the Company.

This offer letter should not be in any case treated as an Appointment Letter. The appointment is subject to your being found medically fit by the Medical Officer of the Company.

The Company may utilize your services in any of the Groups / Teams at any of its offices, sites or its affiliated and associated companies.

You are requested to confirm your acceptance on or before 17/12/15. Your place of joining and place of posting will be intimated to you shortly.

If you have any further clarification, please feel free to contact the undersigned on Tel. No. 6661 4444.

You are requested to send us a copy of the letter duly signed by you as a token of your acceptance.

With regards,
For Tata Housing Development Co. Ltd

I accept

For

Dr. Ashok Mohanty
Head - Human Resource

TATA HOUSING DEVELOPMENT COMPANY LIMITED

CIN - U99999MH1942PLC003573
Regd. Office: Times Tower, 12th Floor, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013.
Tel.: 91 22 6661 4444 Fax : 91 22 6661 4452 E-mail : info@tatahousing.com
Website : www.tatahousing.com

Name		
Group	Marketing & Sales	
Designation	Assistant Manager - Designate	
Grade	F2	
Particulars	**P.M.**	**P.A**
BASIC	14,584	175,008
H.R.A.	7,292	87,504
CONVEYANCE	1,600	19,200
ADDITIONAL ALLOWANCE	16,042	192,504
TELEPHONE	1,600	19,200
MEDICAL	1,250	15,000
FOOD COUPONS	2,500	30,000
TOTAL (A)	**44,868**	**538,416**
LEAVE TRAVEL ASSISTANCE	1,215	14,584
TOTAL (B)	**1,215**	**14,584**
EMPLOYER'S CONTRIBUTION - PF	1,750	21,001
TOTAL (C)	**1,750**	**21,001**
PERFORMANCE INCENTIVE		126,000
TOTAL (D)	**-**	**126,000**
GRAND TOTAL (A+B+C+D)	**47,833**	**700,001**

Current Benefits:

Working Days & Leaves

5 Days a week
30 days Privilege leave after confirmation
7 days leave Casual Leave, Can be availed on pro-rata basis during probation
10 days Sick Leave, can be availed on pro-rata basis during probation
Maternity Leave can be availed for a maximum period of 3 months only after confirmation.
Paternity Leave can be availed for a maximum period of 6 days only after confirmation.

Gratuity:

Gratuity one month's basic per year after completion of 5 years of service.

Superannuation & LTA

Only confirmed employees are eligible to receive Superannuation benefit (If Opted) & Leave Travel Allowance.

Annual Health Check-up

This scheme will be applicable to all confirmed employees and who have spent minimum one year in the Company, irrespective of their level. General Managers and above are eligible to undergo the check up every year irrespective of age. Dy. General Managers and below are eligible to undergo the check up every alternate year if in the age group of 30 to 40 years and every year if above 40 years. This scheme is also applicable to an employee's spouse as above.

Group Health Insurance

Family size equivalent to employee + 5 dependants (Self + Spouse + 2 dependent children (below 21 years of age, who are unemployed)
+ 2 dependant parents (up to 80 years of age) are covered. Siblings are not covered.
Total family sum insured is 5,00,000 Lacs+ Maternity Cover up to Rs-50000/-

Performance Link Incentive

Please note that the Performance Incentive is based on your Goal Achievements (90%) and Competency Behaviour(10%) basis which there will be a rationalization of scores in the company and payouts will be done according to company policy as communicated over the phone.

Mobile Reimbursement

You are entitled for Mobile bill reimbursement up to Rs. 1800/- per month.

News Paper & Magazines subscription reimbursement

You are entitled for reimbursement upto Rs.250/- per month for subscription of newspaper and /or Magazine/journal on submission of bills.

TATA

Date: 17/12/15

To,
~~Mr.~~ Ms. Khushboo Rustagi
123, Ambika Vihar, Paschim Vihar
New Delhi - 110087

Dear ~~Mr.~~ Ms. Khushboo,

With reference to your application and subsequent meeting with you, we are pleased to offer you a position of **Assistant Manager Designate** in the **Marketing & Sales Group** as per the enclosed annexure.

You will be on probation for a period of 6 months from the date of joining. During the probation period, the appointment is terminable on one month's notice by either party or one month's salary in lieu thereof.

The Appointment Letter shall be issued to you upon joining the services of the Company.

This offer letter should not be in any case treated as an Appointment Letter. The appointment is subject to your being found medically fit by the Medical Officer of the Company.

The Company may utilize your services in any of the Groups / Teams at any of its offices, sites or its affiliated and associated companies.

You are requested to confirm your acceptance on or before 17/12/15. Your place of joining and place of posting will be intimated to you shortly.

If you have any further clarification, please feel free to contact the undersigned on Tel. No. 6661 4444.

You are requested to send us a copy of the letter duly signed by you as a token of your acceptance.

With regards,
For Tata Housing Development Co. Ltd

For **Dr. Ashok Mohanty**
Head - Human Resource

I accept
Khushboo
9908019638
9971883665
~~RUSTAGI@~~
RUSTAGIKH@GMAIL.COM

Name		
Group	Marketing & Sales	
Designation	Assistant Manager - Designate	
Grade	F2	
Particulars	**P.M.**	**P.A**
BASIC	14,584	175,008
H.R.A.	7,292	87,504
CONVEYANCE	1,600	19,200
ADDITIONAL ALLOWANCE	16,042	192,504
TELEPHONE	1,600	19,200
MEDICAL	1,250	15,000
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TOTAL (A)	**44,868**	**538,416**
LEAVE TRAVEL ASSISTANCE	1,215	14,584
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EMPLOYER'S CONTRIBUTION - PF	1,750	21,001
TOTAL (C)	**1,750**	**21,001**
PERFORMANCE INCENTIVE		126,000
TOTAL (D)	**-**	**126,000**
GRAND TOTAL (A+B+C+D)	**47,833**	**700,001**

Current Benefits:

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5 Days a week
30 days Privilege leave after confirmation
7 days leave Casual Leave, Can be availed on pro-rata basis during probation
10 days Sick Leave, can be availed on pro-rata basis during probation
Maternity Leave can be availed for a maximum period of 3 months only after confirmation.
Paternity Leave can be availed for a maximum period of 6 days only after confirmation.

Gratuity:

Gratuity one month's basic per year after completion of 5 years of service.

Superannuation & LTA

Only confirmed employees are eligible to receive Superannuation benefit (If Opted) & Leave Travel Allowance.

Annual Health Check-up

This scheme will be applicable to all confirmed employees and who have spent minimum one year in the Company, irrespective of their level. General Managers and above are eligible to undergo the check up every year irrespective of age. Dy. General Managers and below are eligible to undergo the check up every alternate year if in the age group of 30 to 40 years and every year if above 40 years. This scheme is also applicable to an employee's spouse as above.

Group Health Insurance

Family size equivalent to employee + 5 dependants (Self + Spouse + 2 dependent children (below 21 years of age, who are unemployed)
+ 2 dependant parents (up to 80 years of age) are covered. Siblings are not covered.
Total family sum insured is 5,00,000 Lacs+ Maternity Cover up to Rs-50000/-

Performance Link Incentive

Please note that the Performance Incentive is based on your Goal Achievements (90%) and Competency Behaviour(10%) basis which there will be a rationalization of scores in the company and payouts will be done according to company policy as communicated over the phone.

Mobile Reimbursement

You are entitled for Mobile bill reimbursement up to Rs. 1800/- per month.

News Paper & Magazines subscription reimbursement

You are entitled for reimbursement upto Rs.250/- per month for subscription of newspaper and /or Magazine/journal on submission of bills.

Private & Confidential

March 29, 2016

Ms.Snigdha Suman
IBS Hyderabad

Sub: Letter of Intent

Dear Ms.Snigdha,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

Education Certification
As communicated to you through various forums during the recruitment process, your appointment is subject to successfully clearing your MBA with minimum 60% marks in aggregate of all semesters by July 2016. If you fail to secure in your MBA minimum 60% marks in aggregate of all semesters by July 2016, it will be construed that you have become ineligible to fulfill the selection norms and this offer would stand automatically withdrawn. The management reserves the right to revoke/withdraw the offer/appointment/terminate appointment, without prejudice to its other rights.

Remuneration:
You shall be paid annual gross remuneration of Rs.500000 (Rupees Five Lakh Only) per annum. Detailed offer letter will be provided to you at the time of joining.

Loyalty Bonus: You will be eligible for One Time Loyalty Bonus of Rs.75000 (Rupees Seventy Five Thousand Only) on your successful completion of Three (3) years services with the company. Loyalty Bonus shall not be paid in advance or pro-rated.

Joining Date: Your date of joining will be between 1st July'16 to 31st August'16. However the specific date will be communicated to you progressively.

Please send your formal acceptance within 15 days from the date of letter.

In case of any query, you may write to **campusconnect@tatatechnologies.com**

Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

I have read the letter of intent and accept the terms and conditions set out and shall abide by the same.

_____
Name & Signature of the Candidate Date: __//__//____

Permanent Address (Please indicate your permanent address)
_____

_____

TATA TECHNOLOGIES
Plot No.25, Pune Infotech Park, Hinjawadi, Pune, 411057 India
Tel: +91-20- 66529090; Fax: +91-20-6652 9095

Private & Confidential

March 29, 2016

Ms.Swati Mehrotra
IBS Hyderabad

Sub: Letter of Intent

Dear Ms.Swati,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

Education Certification
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Remuneration:
You shall be paid annual gross remuneration of Rs.475000 (Rupees Four Lakh Seventy Five Thousand Only) per annum. Detailed offer letter will be provided to you at the time of joining.

Loyalty Bonus: You will be eligible for One Time Loyalty Bonus of Rs.75000 (Rupees Seventy Five Thousand Only) on your successful completion of Three (3) years services with the company. Loyalty Bonus shall not be paid in advance or pro-rated.

Joining Date: Your date of joining will be between 1st July'16 to 31st August'16. However the specific date will be communicated to you progressively.

Please send your formal acceptance within 15 days from the date of letter.

In case of any query, you may write to **campusconnect@tatatechnologies.com**

Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

I have read the letter of intent and accept the terms and conditions set out and shall abide by the same.

_____
Name & Signature of the Candidate Date: __//__//____

Permanent Address (Please indicate your permanent address)
_____

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TATA TECHNOLOGIES
Plot No.25, Pune Infotech Park, Hinjawadi, Pune, 411057 India
Tel: +91-20- 66529090; Fax: +91-20-6652 9095

Private & Confidential

March 29, 2016

Mr.Pratik Busa
IBS Hyderabad

Sub: Letter of Intent

Dear Mr.Pratik,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

Education Certification
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Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

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March 29, 2016

Ms.Princy Sohal
IBS Hyderabad

Sub: Letter of Intent

Dear Ms.Princy,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

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Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

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Name & Signature of the Candidate Date: __//__//____

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March 29, 2016

Mr.Sarang Bankimkumar Shah
IBS Hyderabad

Sub: Letter of Intent

Dear Mr.Sarang,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

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Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

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Name & Signature of the Candidate Date: __//__//____

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March 29, 2016

Mr.Ayush Mittal
IBS Hyderabad

Sub: Letter of Intent

Dear Mr.Ayush,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

Education Certification
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Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

I have read the letter of intent and accept the terms and conditions set out and shall abide by the same.

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Name & Signature of the Candidate Date: __//__//____

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March 29, 2016

Ms.Debasmita Chakraborty
IBS Hyderabad

Sub: Letter of Intent

Dear Ms.Debasmita,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

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Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

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Name & Signature of the Candidate Date: __//__//____

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March 29, 2016

Mr.Dipro Basu
IBS Hyderabad

Sub: Letter of Intent

Dear Mr.Dipro,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

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Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

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March 29, 2016

Ms.Pravalika
IBS Hyderabad

Sub: Letter of Intent

Dear Ms.Pravalika,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

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Yours faithfully,
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Tel: +91-20- 66529090; Fax: +91-20-6652 9095

Offer: Computer Consultancy
Ref: TCSL/CT20151784394/Hyderabad
Date: 12/01/2016

Ms. Soumya Soujanya
Flat No. T3/6, New Officers Complex,Kundanbagh,Begumpet,HyderabadBegumpet,
Behind Lifestyle Mall Begumpet,
Hyderabad-500016,
Telengana.
Tel# 040-29801088

Dear Soumya Soujanya,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Soumya Soujanya**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Human Resource
Ref: TCSL/CT20151794903/Hyderabad
Date: 12/01/2016

Ms. Sugandha Dixit
Ibs Hyderabad,Qrs Block, R-618Dontanpalli,Shankrapally Road,
Icfai Business School(Ibs) Hyderabad,
Hyderabad-501203,
Telangana.
Tel# 91-9553306600

Dear Sugandha Dixit,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

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

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure / Salary components**

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

8. **Increments and Promotions**

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

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9. Alternative Occupation / Employment

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

10. Confidentiality Agreement

As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. Overseas Deputation / International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

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

13. TATA Code of Conduct

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

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If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

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Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Sugandha Dixit**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783224/Hyderabad
Date: 12/01/2016

Ms. Surabhi Narendra Gupta
S-627, Qrs Block, Icfai Business SchoolSankarpally Road,
Dontanpally,
Hyderabad-501203,
Telengana.
Tel# 0265-2370246

Dear Surabhi Narendra Gupta,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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Annexure 2: List of TCSL Centres

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Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

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Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Private & Confidential

March 29, 2016

Mr.Anirudh Das
IBS Hyderabad

Sub: Letter of Intent

Dear Mr.Anirudh,

We refer to your application for employment and subsequent selection process that you undertook. We are pleased to inform you that you have been provisionally selected by us as **"Post Graduate Trainee".**

Education Certification
As communicated to you through various forums during the recruitment process, your appointment is subject to successfully clearing your MBA with minimum 60% marks in aggregate of all semesters by July 2016. If you fail to secure in your MBA minimum 60% marks in aggregate of all semesters by July 2016, it will be construed that you have become ineligible to fulfill the selection norms and this offer would stand automatically withdrawn. The management reserves the right to revoke/withdraw the offer/appointment/terminate appointment, without prejudice to its other rights.

Remuneration:
You shall be paid annual gross remuneration of Rs.475000 (Rupees Four Lakh Seventy Five Thousand Only) per annum. Detailed offer letter will be provided to you at the time of joining.

Loyalty Bonus: You will be eligible for One Time Loyalty Bonus of Rs.75000 (Rupees Seventy Five Thousand Only) on your successful completion of Three (3) years services with the company. Loyalty Bonus shall not be paid in advance or pro-rated.

Joining Date: Your date of joining will be between 1st July'16 to 31st August'16. However the specific date will be communicated to you progressively.

Please send your formal acceptance within 15 days from the date of letter.

In case of any query, you may write to **campusconnect@tatatechnologies.com**

Yours faithfully,
For TATA Technologies Ltd

Shalini Jain
Head – Talent Acquisition

I have read the letter of intent and accept the terms and conditions set out and shall abide by the same.

_____
Name & Signature of the Candidate Date: __//__//____

Permanent Address (Please indicate your permanent address)
_____

_____

TATA TECHNOLOGIES
Plot No.25, Pune Infotech Park, Hinjawadi, Pune, 411057 India
Tel: +91-20- 66529090; Fax: +91-20-6652 9095

Offer: Computer Consultancy
Ref: TCSL/CT20151783197/Hyderabad
Date: 12/01/2016

Ms. Ankita Ashok Singh
A-203 Divyajivan ResidencyNew Cg Road,
Chandkheda,
Ahmedabad-382424,
Gujarat.
Tel# 079-23296344

Dear Ankita Ashok Singh,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Ankita Ashok Singh**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

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Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
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Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Offer: Computer Consultancy
Ref: TCSL/CT20151785110/Hyderabad
Date: 12/01/2016

Ms. Smruti Mohapatra
Flat No. G7 Chandralok AppartmentProfessor Pada,
College Square,
Cuttack-753003,
Orissa.
Tel# 91-9553715734

Dear Smruti Mohapatra,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,48,841/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,925/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **3.04 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

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

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

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

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

13. TATA Code of Conduct

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

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Smruti Mohapatra**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,000	1,68,000
Bouquet Of Benefits #	24,142	2,89,700
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,680	20,160
Gratuity	673	8,081
Total of Annual Components & Retirals	2,353	32,741
TOTAL GROSS	53,695	6,48,841

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,000	84,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,167	14,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,925	1,67,100
GROSS BOUQUET OF BENEFITS	24,142	2,89,700

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
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Offer: Computer Consultancy
Ref: TCSL/CT20151783799/Hyderabad
Date: 12/01/2016

Mr. Vinitkumar Nileshchandra Shah
D 128 Boys Hostel, Icfai Business SchoolShankarpalli Road,
Dontanpally,
Hyderabad-501203,
Telangana.
Tel# 0265-2510179

Dear Vinitkumar Nileshchandra Shah,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,06,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,860/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**

   As per the recommendation of our management review panel, out of your total experience, **1.2 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**

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

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

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

3. **Disclaimer**

   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

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

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

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

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

13. TATA Code of Conduct

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

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Vinitkumar Nileshchandra Shah**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,910	2,74,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	50,127	6,06,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,860	1,66,320
GROSS BOUQUET OF BENEFITS	22,910	2,74,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20130882672/Hyderabad
Date: 12/01/2016

Ms. Shikha Shrivastava
Q 602Icfai Business School,
Shankarpalli Road,
Hyderabad-501203,
Andhra Pradesh.
Tel# 91-9479612400

Dear Shikha Shrivastava,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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Loans
You will be eligible for loans, as per TCSL's loan policy.

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**
You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

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

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

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Shikha Shrivastava**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784817/Hyderabad
Date: 12/01/2016

Ms. Sruthi Singaraju
2-5-345/F4,Pragati Enclave,Kaloji Street,
Nakkalagutta,
Hanamkonda-506001,
Telangana.
Tel# 0870-2570253

Dear Sruthi Singaraju,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

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   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Sruthi Singaraju**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Human Resource
Ref: TCSL/CT20151784405/Hyderabad
Date: 12/01/2016

Ms. Shikha Rani
Cross Road 9, K2-15Telco Colony,
Near Hill Top School,
Jamshedpur-831004,
Jharkhand.
Tel# 91-9031000613

Dear Shikha Rani,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

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

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

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

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

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As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. Overseas Deputation / International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

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

13. TATA Code of Conduct

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

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14. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

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18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Shikha Rani**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151785104/Hyderabad
Date: 12/01/2016

Mr. Shivendra Singh
C/O Dr M.P. Singh District Hospital ,
District Hospital,
Pauri-246001,
Uttarakhand.
Tel# 91-9705373700

Dear Shivendra Singh,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**
You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

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

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

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Shivendra Singh**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783569/Hyderabad
Date: 12/01/2016

Mr. Vilok Dipen Mehta
B-6 Chitrakoot Society Near Sunmoon ParkAkota,
Ward Office No.6,
Vadodara-390020,
Gujarat.
Tel# 0265-2356356

Dear Vilok Dipen Mehta,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Vilok Dipen Mehta**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

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Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783783/Hyderabad
Date: 12/01/2016

Mr. Rahul Raina
Room No E633 Shankarpally Road,
E Block Boys Hostel,
Hyderabad-501203,
Telangana.
Tel# 91-8121298400

Dear Rahul Raina,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Rahul Raina**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Offer: Computer Consultancy
Ref: TCSL/CT20151784465/Hyderabad
Date: 12/01/2016

Mr. Shashank Dadhich
120 Shoppig Centre,
Furniture Market,
Kota-324007,
Rajasthan.
Tel# 91-9660777500

Dear Shashank Dadhich,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,06,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,860/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **1.2 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

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

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

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

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

13. TATA Code of Conduct

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

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Shashank Dadhich**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,910	2,74,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	50,127	6,06,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,860	1,66,320
GROSS BOUQUET OF BENEFITS	22,910	2,74,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784332/Hyderabad
Date: 12/01/2016

Ms. Shelly Gupta
Ibs HyderabadShankarpallly Road,
Donthanapally,
Hyderabad-501203,
Telangana.
Tel# 0678-263714

Dear Shelly Gupta,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

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BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Shelly Gupta**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783326/Hyderabad
Date: 12/01/2016

Mr. Krishna Chaitanya Pallapolu
119/1Railway Colony,
Ramagundam,
Ramagundam-505208,
Telangana.
Tel# 91-8019844600

Dear Krishna Chaitanya Pallapolu,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

TATA CONSULTANCY SERVICES
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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Krishna Chaitanya Pallapolu**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783310/Hyderabad
Date: 12/01/2016

Ms. Pragya Lilhare
G-420, Girls Hostel,
Ibs Hyderabad, Shankarpally Road, Donthanapalli,
Hyderabad-501203,
Telangana.
Tel# 91-7036181000

Dear Pragya Lilhare,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Pragya Lilhare**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151785070/Hyderabad
Date: 12/01/2016

Mr. Saibhargav Kundangari
12-2-709/C/74, Padmanabha Nagar Colony,Nanal NagarMehdipatnam,
Opposite To Sridhar Kidney Frtility Centre,
Hyderabad-500028,
Telangana.
Tel# 040-23515976

Dear Saibhargav Kundangari,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Saibhargav Kundangari**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784320/Hyderabad
Date: 12/01/2016

Ms. Samsa Akbarali Narsidani
B/108 Madhulika ApartmentBhatar Road,
Opposite Of Milk Palace,
Surat-395007,
Gujarat.
Tel# 0261-9727499300

Dear Samsa Akbarali Narsidani,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

GROSS SALARY SHEET **Annexure 1**

Name	**Samsa Akbarali Narsidani**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783229/Hyderabad
Date: 12/01/2016

Ms. Nikita Bansal
S-049 Qrs BlockShankarpalli Road,
Ibs,Hyderabad,
Hyderabad-501203,
Telangana.
Tel# 011-43093684

Dear Nikita Bansal,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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Name	**Nikita Bansal**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

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Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
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Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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

Offer: Computer Consultancy
Ref: TCSL/CT20151784363/Hyderabad
Date: 12/01/2016

Mr. Nishant Gaur
Rz-D1/134 AGali No 05,
Mahavir Enclave,
Delhi-110045,
New Delhi.
Tel# 0-8121297900

Dear Nishant Gaur,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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CITY ALLOWANCE

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

OTHER BENEFITS

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

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

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

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

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

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

* The above Health Insurance Scheme is subject to revision.

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

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

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

RETIRALS

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

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

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

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

7. **Compensation Structure/Salary components**

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

8. **Increments and Promotions**

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

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

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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

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

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

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

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

24. Compliance to all clauses

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Nishant Gaur**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

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

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
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Offer: Computer Consultancy
Ref: TCSL/CT20151784119/Hyderabad
Date: 12/01/2016

Mr. Rakesh Mishra
Plot 484(P) & 487(P) Nayapalli Balitota Sahi,
Near Laxmi Narayan Temple,
Bhubaneswar-751012,
Odisha.
Tel# 0-9861384200

Dear Rakesh Mishra,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

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

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Rakesh Mishra**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151785039/Hyderabad
Date: 12/01/2016

Mr. Sagar Agarwal
2/91,
Viram Khand,
Lucknow-226016,
Uttar Pradesh.
Tel# 91-9451036700

Dear Sagar Agarwal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

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   You will be eligible for a conveyance allowance of **₹800/-** per month.

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5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

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1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Sagar Agarwal**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783217/Hyderabad
Date: 12/01/2016

Ms. Neha Rajan
Q132, Icfai Business School,
Dontanpally,
Hyderabad-501203,
Telangana.
Tel# 0319-227157

Dear Neha Rajan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

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1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

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   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

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   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

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You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Neha Rajan**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783467/Hyderabad
Date: 12/01/2016

Mr. Rajesh Kumar Gupta
Icfai Business School, Hyderabad,Dontanapally,
Shankarpally,
Hyderabad-501203,
Telangana.
Tel# 91-9681667100

Dear Rajesh Kumar Gupta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Rajesh Kumar Gupta**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784385/Hyderabad
Date: 12/01/2016

Ms. Namita Sharma
R 405,Qrs Girls Hostel,Icfai Business School,HyderabadDontanapally,
Shankarpally Road,
Hyderabad-501203,
Telangana.
Tel# 91-9936434200

Dear Namita Sharma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

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If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Namita Sharma**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784084/Hyderabad
Date: 12/01/2016

Mr. Neeraj Sundar Pradhan
C-223, Ibs Boys Hostel, Ibs Hyderabad Icfai University Dontanapally Shankarpally Road Hyderbad, Shankarpally Road,
Hyderabad-501203,
Telengana.
Tel# 91-7032407414

Dear Neeraj Sundar Pradhan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

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You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
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GROSS SALARY SHEET **Annexure 1**

Name	**Neeraj Sundar Pradhan**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783458/Hyderabad
Date: 12/01/2016

Mr. Neerajkant Muduli
Room No. E611, Ibs Hyderabad,
Shankarpally,
Hyderabad-501203,
Telangana.
Tel# 91-7730895900

Dear Neerajkant Muduli,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

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Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Neerajkant Muduli**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

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Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
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Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Offer: Computer Consultancy
Ref: TCSL/CT20151783326/Hyderabad
Date: 12/01/2016

Mr. Krishna Chaitanya Pallapolu
119/1Railway Colony,
Ramagundam,
Ramagundam-505208,
Telangana.
Tel# 91-8019844600

Dear Krishna Chaitanya Pallapolu,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Krishna Chaitanya Pallapolu**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

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Offer: Computer Consultancy
Ref: TCSL/CT20151784879/Hyderabad
Date: 12/01/2016

Mr. Manas Madhekar
2-1-450/BStreet No.5,
Nallakunta,
Hyderabad-500044,
Telangana.
Tel# 91-8099047900

Dear Manas Madhekar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,06,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

TATA CONSULTANCY SERVICES
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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,860/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **1.37 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Manas Madhekar**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,910	2,74,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	50,127	6,06,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,860	1,66,320
GROSS BOUQUET OF BENEFITS	22,910	2,74,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783228/Hyderabad
Date: 12/01/2016

Mr. Mousam Das
Icfai Business School, Block-A, Room No.-407Shankarpally, Hyderabad,
Dhontanpally,
Hyderabad-501203,
Telengana.
Tel# 033-24367760

Dear Mousam Das,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,30,044/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

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BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,500 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,110/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **2.5 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Mousam Das**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	13,000	1,56,000
Bouquet Of Benefits #	23,743	2,84,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	30,724
TOTAL GROSS	52,128	6,30,044

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,083	13,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	14,110	1,69,320
GROSS BOUQUET OF BENEFITS	23,743	2,84,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783346/Hyderabad
Date: 12/01/2016

Mr. Murali Krishna Movva
401, Chennupati Towers, Patamata LankaLane Next To Eenadu,
Eenadu,
Vijayawada-520001,
Andhra Pradesh.
Tel# 0866-2493469

Dear Murali Krishna Movva,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹**12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be ₹**4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of ₹**800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of ₹**200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹**5,000/-** per insured person and hospitalisation expenses up to ₹**95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹**7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

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You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**
You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL ₹**50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Murali Krishna Movva**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Human Resource
Ref: TCSL/CT20151784246/Hyderabad
Date: 11/01/2016

Ms. Kanwarneet Kaur
482 Nimri Colony,
Ashok Vihar, Phase 4,
Delhi-110052,
Delhi.
Tel# 91-7659802523

Dear Kanwarneet Kaur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

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Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. Overseas Deputation / International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

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18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear any test successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Kanwarneet Kaur**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783837/Hyderabad
Date: 12/01/2016

Mr. Kapil Nagpal
Icfai Busines School, HyderabadHyderabad,
Near Dontanpally,
Hyderabad-501203,
Telengana.
Tel# 0124-4383763

Dear Kapil Nagpal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,30,044/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹13,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,500 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,110/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **2.8 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

GROSS SALARY SHEET **Annexure 1**

Name	**Kapil Nagpal**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	13,000	1,56,000
Bouquet Of Benefits #	23,743	2,84,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	30,724
TOTAL GROSS	52,128	6,30,044

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,083	13,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	14,110	1,69,320
GROSS BOUQUET OF BENEFITS	23,743	2,84,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784190/Hyderabad
Date: 12/01/2016

Ms. Mayur Pankhi Borah
R Block, Ibs HyderabadShankarapally,
Shankarapally,
Hyderabad-501203,
Telangana.
Tel# 91-8142187000

Dear Mayur Pankhi Borah,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Mayur Pankhi Borah**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
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Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Offer: Computer Consultancy
Ref: TCSL/CT20151783256/Hyderabad
Date: 12/01/2016

Mr. Mohit Jain
B-63/B, Street No.-8, Shashi Garden, Mayur Vihar Phase-1, Delhi- 110091,
Kukreja Hospital,
Delhi-110091,
Delhi.
Tel# 011-22791490

Dear Mohit Jain,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,30,044/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹13,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,500 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,110/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **2.83 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Mohit Jain**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	13,000	1,56,000
Bouquet Of Benefits #	23,743	2,84,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	30,724
TOTAL GROSS	52,128	6,30,044

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,083	13,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	14,110	1,69,320
GROSS BOUQUET OF BENEFITS	23,743	2,84,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
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Offer: Computer Consultancy
Ref: TCSL/CT20151784401/Hyderabad
Date: 12/01/2016

Mr. Himanshu Baswani
B-605 Boys Hostel Ibs HyderabadShankarpalli Road,
Donthanpalli,
Hyderabad-501203,
Telangana.
Tel# 0121-2764806

Dear Himanshu Baswani,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,06,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,860/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**

   As per the recommendation of our management review panel, out of your total experience, **1.0 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**

   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Himanshu Baswani**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,910	2,74,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	50,127	6,06,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,860	1,66,320
GROSS BOUQUET OF BENEFITS	22,910	2,74,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783246/Hyderabad
Date: 12/01/2016

Ms. Kalidindi Satya Mounica
Hig-36,Phase-2Road No.2,
Kphb Colony,Kukatpally,
Hyderabad-500072,
Telangana.
Tel# 91-9963543600

Dear Kalidindi Satya Mounica,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Kalidindi Satya Mounica**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Human Resource
Ref: TCSL/CT20151785307/Hyderabad
Date: 12/01/2016

Ms. Mayuri Saxena
Type D-T-5, Taps Colony, Anushri Township, Boisar, Tarapur, PalgharAnushri Township,
Near Taps Guest House,
Mumbai-401504,
Maharashtra.
Tel# 91-8552000000

Dear Mayuri Saxena,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

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OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. Confidentiality Agreement

As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. Overseas Deputation / International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

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18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear any test successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Mayuri Saxena**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784400/Hyderabad
Date: 12/01/2016

Mr. Harsh Shrivastava
Icfai Business School HyderabadShankarpally Road,
Dontanpally,
Hyderabad-501203,
Telangana.
Tel# 91-9948815034

Dear Harsh Shrivastava,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Harsh Shrivastava**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151794953/Hyderabad
Date: 12/01/2016

Ms. Harshita Panth
House No. 1347 Sector No. 43-C Chandigarh Punjab,
Gurudwara,
Chandigarh-160022,
Punjab.
Tel# 91-9642534900

Dear Harshita Panth,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

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Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Harshita Panth**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784610/Hyderabad
Date: 12/01/2016

Mr. Mayank Gautam
D-Block Room No 36Icfai Hyderabad Hostel,
Shankerpally,
Hyderabad-560076,
Telangana.
Tel# 91-9603316700

Dear Mayank Gautam,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,06,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,860/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **1.5 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Mayank Gautam**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,910	2,74,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	50,127	6,06,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,860	1,66,320
GROSS BOUQUET OF BENEFITS	22,910	2,74,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
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Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Offer: Computer Consultancy
Ref: TCSL/CT20151785151/Hyderabad
Date: 12/01/2016

Mr. Amandeep
H.No. 113/C, Gobind Vihar, Baltana, ZirakpurBaltana,
Near Punjabi Sweets,
Mohali-140604,
Punjab.
Tel# 91-7036339200

Dear Amandeep,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Amandeep**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

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Offer: Computer Consultancy
Ref: TCSL/CT20151785144/Hyderabad
Date: 12/01/2016

Mr. Harish K
Ibs Business School, Boys HostelDontanapally,
Shankarapally,
Hyderabad-501203,
Telangana.
Tel# 91-9581322200

Dear Harish K,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,30,044/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

TATA CONSULTANCY SERVICES
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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹13,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,500 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,110/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **2.0 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Harish K**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	13,000	1,56,000
Bouquet Of Benefits #	23,743	2,84,920
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	30,724
TOTAL GROSS	52,128	6,30,044

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,083	13,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	14,110	1,69,320
GROSS BOUQUET OF BENEFITS	23,743	2,84,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783800/Hyderabad
Date: 12/01/2016

Mr. Harsh Bhupendrakumar Shah
D 419 Boys Hostel,Icfai Business SchoolShankarpalli Road,
Dontapalli,
Hyderabad-501203,
Telangana.
Tel# 91-9705419800

Dear Harsh Bhupendrakumar Shah,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Harsh Bhupendrakumar Shah**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Human Resource
Ref: TCSL/CT20151784731/Hyderabad
Date: 11/01/2016

Ms. Alisha Singh
Room No. S115, Qrs Block, IbsShankarpally Road,
Rangareddy District,
Hyderabad-501203,
Telangana.
Tel# 657-6500315

Dear Alisha Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

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You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. Confidentiality Agreement

As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. Overseas Deputation / International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

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18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

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20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear any test successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Alisha Singh**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784870/Hyderabad
Date: 12/01/2016

Ms. Harini Allu
B-301,Chakri Block, Sampath Enclave, Santhinagar, Nad 'X' Roads, ,
Behind Subhramanya Swamy Temple,
Visakhapatnam-530009,
Andhra Pradesh.
Tel# 91-9247870000

Dear Harini Allu,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Harini Allu**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783923/Hyderabad
Date: 12/01/2016

Mr. Bhaskar Thakur
Room No- B615 Abcd Boys Hostel Ibs HyderabadShakerpally,
Temple,
Hyderabad-501203,
Telangana.
Tel# 91-7660854300

Dear Bhaskar Thakur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Bhaskar Thakur**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783949/Hyderabad
Date: 12/01/2016

Mr. Jagannath Biradar
Vil- Borgi Mdl- Kangti Dist- Medak,
Kangti,
Narayankhed-502286,
Telangana.
Tel# 0849-9030036

Dear Jagannath Biradar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

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You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Jagannath Biradar**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
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3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784243/Hyderabad
Date: 12/01/2016

Mr. Adhiraj Goswami
D042,Ibs Gents HostelIbs,
Ibs,
Hyderabad-501203,
Telengana.
Tel# 91-7661921300

Dear Adhiraj Goswami,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **0.5 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Adhiraj Goswami**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
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Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

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Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
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Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Offer: Computer Consultancy
Ref: TCSL/CT20151784872/Hyderabad
Date: 12/01/2016

Mr. Ashwin Mathur
Room No. A-246, Icfai Business SchoolShankarapally Road,
Shankarapally Post Office,
Hyderabad-501203,
Telangana.
Tel# 0141-2294926

Dear Ashwin Mathur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Ashwin Mathur**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
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Offer: Computer Consultancy
Ref: TCSL/CT20151784199/Hyderabad
Date: 12/01/2016

Mr. Achyut K Sharma
A-606, Gents Hostel, Ibs CampusSurvey No-156/157,
Donthanpalle, Shankarpalle Road,
Hyderabad-501203,
Telangana.
Tel# 91-9990767600

Dear Achyut K Sharma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

TATA CONSULTANCY SERVICES
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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Achyut K Sharma**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783235/Hyderabad
Date: 12/01/2016

Mr. Ankur Rawat
B-610 Abcd Block,
Ibs,Hyderabad,
Hyderabad-501203,
Telangana.
Tel# 0171-4001064

Dear Ankur Rawat,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

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Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

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   You will be eligible for a conveyance allowance of **₹800/-** per month.

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   You will be eligible for food coupons of **₹500/-** per month.

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   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

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   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Ankur Rawat**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784146/Hyderabad
Date: 12/01/2016

Mr. Arindam Mondal
H Block, Boys Hostel, Icfai Hyderabad,
Icfai Business School,
Hyderabad-501203,
Telangana.
Tel# 91-9581299700

Dear Arindam Mondal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

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You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

TATA CONSULTANCY SERVICES
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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Arindam Mondal**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151784434/Hyderabad
Date: 13/01/2016

Mr. Ankit Chadha
L-606, Sispal ViharSector-49,
Sohna Road,
Gurgaon-122001,
Haryana.
Tel# 91-9911691300

Dear Ankit Chadha,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**. Your gross salary including all benefits will be **₹6,48,841/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,000 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹13,925/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹10,400/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹2,400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹**250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, **3.66 Years** are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months .Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behavior and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

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11. Overseas Deputation/International Assignment Agreement

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation/training either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e. without any extension or confirmation, no notice or payment in lieu thereof will be paid.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate

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- An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer
The original documents will be returned to you after verification.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Ankit Chadha**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,000	1,68,000
Bouquet Of Benefits #	24,142	2,89,700
2) Performance Pay **		
Monthly Performance Pay	10,400	1,24,800
Quarterly Variable Allowance*	2,400	28,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,680	20,160
Gratuity	673	8,081
Total of Annual Components & Retirals	2,353	32,741
TOTAL GROSS	53,695	6,48,841

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,000	84,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,167	14,000
Sundry Medical Reimbursement	750	9,000
Food Coupons	500	6,000
Personal Allowance	13,925	1,67,100
GROSS BOUQUET OF BENEFITS	24,142	2,89,700

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Offer: Computer Consultancy
Ref: TCSL/CT20151783248/Hyderabad
Date: 12/01/2016

Ms. Anupurba Mohapatra
Qtr No 4r/5Mkcg Medical Campus,
Near House Officers Hostel,
Berhampur-760004,
Odisha.
Tel# 91-9032013800

Dear Anupurba Mohapatra,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Anupurba Mohapatra**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Ref: JO/1387323/Permt **Date: 3-April-2016**

Mr. Sushil Singh
UP,
Phone No: 9948127865

Subject - Offer of Appointment

Dear Sushil Singh,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr. Sushil Singh**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this

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Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and

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- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination.

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However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and

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you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

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TAN No. MUMT20041A
PAN No. AAFCT5024R

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

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(b) **Use of Company Resources**

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

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10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

Tech Mahindra Growth Factories Limited
#248, Okhla Phase-III
New Delhi-110020, India

Tel: +91 11 4656 2200

techmgrowthfactories.com

W-1, Oberoi Estate Gardens
Off Saki Vihar Road
Next Chandivali Studio
Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____
Sushil Singh

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

Offer: Computer Consultancy
Ref: TCSL/CT20151794875/Hyderabad
Date: 11/01/2016

Ms. Aakanksha Sharma
Q148, Qrs Block, Icfai Business SchoolShankerpalli Road,
Dontanapally, Rangareddy District,
Hyderabad-501203,
Telangana.
Tel# 91-9542850600

Dear Aakanksha Sharma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**. Your gross salary including all benefits will be **₹5,76,026/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within **7** days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800 /-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Food Coupons**
   You will be eligible for food coupons of **₹500/-** per month.

6. **Personal Allowance**
   You will be eligible for a monthly personal allowance of **₹14,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

1. **Monthly Performance Pay**
   You will receive a monthly performance pay of **₹9,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

2. **Quarterly Variable Allowance**
   Your variable allowance will be **₹1,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

   Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

   This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000** /- per insured person.

   ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependants will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

* The above Health Insurance Scheme is subject to revision.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of **₹250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable), Graduation and Post-Graduation examination, which includes successful completion of your final semester/year without any pending arrears/back logs during the entire course duration. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Training Period as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

5. **Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure/Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

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9. **Alternative Occupation/Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

11. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

12. **Overseas Deputation/International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

    This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

    If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. **TERMS and CONDITIONS**
    The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. **TATA Code of Conduct**
    You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL **₹50,000/-** in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.11.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

-Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate/Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme") at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and Commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Gross Salary Sheet
Annexure 2: List of TCSL Centres

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GROSS SALARY SHEET **Annexure 1**

Name	**Aakanksha Sharma**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	22,410	2,68,920
2) Performance Pay **		
Monthly Performance Pay	9,900	1,18,800
Quarterly Variable Allowance*	1,100	13,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	28,706
TOTAL GROSS	47,627	5,76,026

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

**The Performance Pay is applicable upon successful completion of the Initial Training Programme.

* Amount depicted will be paid-out on a quarterly basis.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
Personal Allowance	14,810	1,77,720
GROSS BOUQUET OF BENEFITS	22,410	2,68,920

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Ref: JO/1387326/Permt **Date: 3-April-2016**

Ms. Soumita Das
C/O Dr. Dipak Kumar Das
375, Michael Madhusudan Nagar
Midnapore (West)
PIN – 721101
Phone No: 8121295747

Subject - Offer of Appointment

Dear Soumita Das,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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New Delhi-110020, India

Tel: +91 11 4656 2200

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Off Saki Vihar Road
Next Chandivali Studio
Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Ms. Soumita Das**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

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Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

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agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

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- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and

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benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by

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you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

Access to Information

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Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

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(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

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Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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Next Chandivali Studio
Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____

Soumita Das

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

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Ref: JO/1387320/Permt **Date: 3-April-2016**

Ms. Sunakshi Chandola
B-905, Palam Vihar, Gurgaon, Haryana-122017
Phone No: 9948126493

Subject - Offer of Appointment

Dear Sunakshi Chandola ,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Ms. Sunakshi Chandola**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

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agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

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- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and

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benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by

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you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

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(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

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Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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Tel: +91 11 4656 2200

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Off Saki Vihar Road
Next Chandivali Studio
Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____

Sunakshi Chandola

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

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Ref: JO/ 1387504/Permt **Date: 3-April-2016**

Mr. Muztaba Ahmad
QR No-171, Sector -3B, Street- 3,
B.S. City, Jharkhand, 827003
Phone No: 8121299556

Subject - Offer of Appointment

Dear Muztaba Ahmad ,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr. Muztaba Ahmad**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this

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PAN No. AAFCT5024R

Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and

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- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination.

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However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and

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you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

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Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

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(b) **Use of Company Resources**

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

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10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____
Muztaba Ahmad

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI

Date: 22th Feb 2016

Subject: Letter of Intent

Dear Shweta Bisht,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

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Annexure A

NAME	**Shweta Bisht**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……(A)	**4,50,000**
Additional Benefits ……(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**
^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

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Ref: JO/1387322/Permt **Date: 3-April-2016**

Mr. Ajmera Hemang Ashwinbhai
Rajkot ,Gujarat

Phone No: 9948124259

Subject - Offer of Appointment

Dear Ajmera Hemang Ashwinbhai,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr. Ajmera Hemang Ashwinbhai**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this

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Next Chandivali Studio
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Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and

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- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination.

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However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and

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you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

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Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

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(b) Use of Company Resources

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

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10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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PAN No. AAFCT5024R

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____
Ajmera Hemang Ashwinbhai

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

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Ref: JO/1387325/Permt **Date: 3-April-2016**

Mr. Manish Kapoor
House no.-84, sector-6, Chiranjeev Vihar,
Ghaziabad, Uttar Pradesh-201002
Phone No: 7660012750

Subject - Offer of Appointment

Dear Manish Kapoor,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

For Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr. Manish Kapoor**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

For Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

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agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

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- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and

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benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by

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you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

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Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

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(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

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Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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Next Chandivali Studio
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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
For Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____
Manish Kapoor

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
For Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI Date: 27 Jan 2016

Subject: Letter of Intent

Dear Sanya Soni,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

Tech Mahindra

Annexure A

NAME	**Sanya Soni**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……..(A)	**4,50,000**
Additional Benefits ……..(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI

Date: 22th Feb 2016

Subject: Letter of Intent

Dear Neha Mehta,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

Tech Mahindra

Annexure A

NAME	**Neha Mehta**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……..(A)	**4,50,000**
Additional Benefits ……..(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

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TAN No. MUMT20041A
PAN No. AAFCT5024R

Ref: JO/1387321/Permt **Date: 3-April-2016**

Ms. Neha Prasad
Digwadih no.10 , near SBI .P.O- Jealgora, Dist- Dhanbad, Jharkhand
Phone No: 9831227903

Subject - Offer of Appointment

Dear Neha Prasad,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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PAN No. AAFCT5024R

9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Ms. Neha Prasad**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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TAN No. MUMT20041A
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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

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agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

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- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and

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benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by

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you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

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(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

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Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Next Chandivali Studio
Chandivali, Saki Naka
Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____

Neha Prasad

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI Date: 27 Jan 2016

Subject: Letter of Intent

Dear Sachin Krishnan,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

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Annexure A

NAME	**Sachin Krishnan**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……..(A)	**4,50,000**
Additional Benefits ……..(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

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PAN No. AAFCT5024R

Ref: JO/ 1387510/Permt **Date: 3-April-2016**

Mr. Ajit Sarangi
E302, E-block, Boys Hostel, IBS Campus
Phone No: 8763385900

Subject - Offer of Appointment

Dear Ajit Sarangi ,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Development Manager on U2** band**,** operating out of our **Noida** office.

2. Your "Annual Total Cash Compensation" will be **INR 460,641 (Four Lakh Sixty Thousand Six Hundred Forty One Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **11-April-2016** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Sunistha Khanduri** at 9:30 AM to complete the joining formalities at **Tech Mahindra Ltd. 58, A & B, Noida Special Economic Zone, Phase – II Noida – 201305 (Uttar Pradesh) India, Phone:+ 91 120 6176000.** At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Zahida Hashmat** latest by **5-April-2016.**

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Zahida Hashmat** **(**E-Mail: **ZH00422565@Techmahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr. Ajit Sarangi**
TITLE	**Business Development Manager**
BAND	**U2**
LOCATION	**Noida**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	121,500
HRA (@50% OF BASIC)	60,750
BONUS	24,000
CONVEYANCE	19,200
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	14,580
FLEXIBLE COMPONENTS OF TFP	209,970
TOTAL FIXED PAY..... (A)	**450,000**
TOTAL VARIABLE PAY (TVP)..... (B)	**NA**
ADDITIONAL BENEFITS..... (C)	
GRATUITY	5,844
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	4,797
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**460,641**

1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. Flexible Benefit Plan (as applicable): Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20,000
Medical Reimbursement	15,000
Residential Telephone Reimbursement	NA
Superannuation	NA
National Pension Scheme	NA

(Contd...)

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Annexure - A (Contd...)

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3**. Additional Benefits:** Associates shall be eligible for below mentioned benefits:

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR. 20,00,000** to the beneficiary on the unfortunate death of the associate

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **INR 3,00,000** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2, 00,000**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5,00,000** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4**. Deductions:**

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

2. Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

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3. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this

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Next Chandivali Studio
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PAN No. AAFCT5024R

Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) <u>Exclusivity of Services, Publications, Gifts/Anti-bribery</u>

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and

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- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination.

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However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and

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you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited’s policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited’s prior written authorization.

7. Restraints

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Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

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(b) **Use of Company Resources**

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

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10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

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Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male / Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from			

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any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

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Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

(a) Certificates' supporting your educational qualifications along with marks sheets

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) Two passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".
A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

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- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

  Name:
  Signature:
  Date :

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Annexure - F - Intellectual Property Assignment

Associate Name:
Associate ID:
Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

Tech Mahindra Growth Factories Limited
#248, Okhla Phase-III
New Delhi-110020, India

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techmgrowthfactories.com

W-1, Oberoi Estate Gardens
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Next Chandivali Studio
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Mumbai 400072, Maharashtra, India
TAN No. MUMT20041A
PAN No. AAFCT5024R

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech

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Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. <u>Ownership of Work Product:</u> Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra

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Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 2015

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Jagdish Mitra
Head Growth Factories

Signature

_____
Ajit Sarangi

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining:
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

For and on Behalf Of
Tech Mahindra Growth Factories Limited

Signature of the Associate

Jagdish Mitra
Head Growth Factories

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI Date: 27 Jan 2016

Subject: Letter of Intent

Dear Javed S,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

Tech Mahindra

Annexure A

NAME	**Javed S**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……(A)	**4,50,000**
Additional Benefits ……(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI Date: 27 Jan 2016

Subject: Letter of Intent

Dear Varun Kanneboina,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

Tech Mahindra

Annexure A

NAME	**Varun Kanneboina**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……..(A)	**4,50,000**
Additional Benefits ……..(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI Date: 27 Jan 2016

Subject: Letter of Intent

Dear Gargi Mukherjee,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

Tech Mahindra

Annexure A

NAME	**Gargi Mukherjee**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……(A)	**4,50,000**
Additional Benefits ……(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**
^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

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b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

Tech Mahindra

Ref. No: SCSL/IND/MT/LOI

Date: 22th Feb 2016

Subject: Letter of Intent

Dear Nikhilesh Ranjan,

We are pleased to share the Letter of Intent from our organization with effect from **16 May, 2016**.

We are confident that your contribution will take us further in our journey towards becoming world most valued Information Communication Technology Company. We assure you of our support for your professional development and growth, we are pleased to offer you an appointment in our organization as Management Trainee in **Band U (Sub Band U2)**.

Your annual gross compensation shall be **Rs 4, 60,966INR (Rupees Four Lakh Sixty Thousand Nine hundred and Sixty Six)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices. You shall also be entitled to a one-time relocation allowance in case. The detailed Terms and Conditions of your proposed employment along with the Offer of Employment shall be issued to you within 15 days' time of your joining the Company.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to you being declared medically fit by the Company appointed doctor; satisfactory completion of your course and completing all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Head – Global Leadership Acquisition & Development

Tech Mahindra

Annexure A

NAME	**Nikhilesh Ranjan**
TITLE	**Management Trainee**
BAND	**U**
SUB BAND	**U2**

Total Cost to Company (TCC) (Per Annum)	**4, 60,966**
Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	1,21,500
HRA (@50% of Basic Pay)	60,750
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	19,200
Bonus/Statutory Bonus	12,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	14,580
Flexible Components of TFP ^	1,76,970
Total Fixed Pay (Per Annum)	**4,05,000**
Total Variable Pay (TVP) (Per Annum) (*)	45,000
Total ……..(A)	**4,50,000**
Additional Benefits ……..(B)	
Gratuity	5,442
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,122
Total Cost to Company (Per Annum) ------(A) + (B)	**4, 60,966**
^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	20,000
Medical	15,000
Mobo Meal (Max Rs. 1100 per month)	13,200

Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.

(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) Gratuity : As per Payment of Gratuity Act

ii) Insurance

a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate

Tech Mahindra

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self + spouse+ up to 2 children) will be **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Ltd.** Name of Authorized Signatory – **Harshvendra Soin** Title **Head – Leadership Acquisition and Development**	**Accepted** **Signature:** **Name:** **Date:**

theBirthplace

24-11-2015

Ms Parantapa Mojumdar
West Bengal

Dear Ms Parantapa,

Welcome to the Birthplace!

We are pleased to offer you employment with our Company as a Customer Engagement Executive with effect from 1st March 2016. You shall initially be based at Hyderabad.

Your total compensation shall be Rupees 3.20 lakhs (Three Lakh Twenty Thousand) per annum. A review would take place at the end of six months. Based on your performance, your salary will be revised to Rupees 3.50 lakhs (Three Lakh Fifty Thousand) per annum beginning 1st September 2016.

While you are an employee with the organization, you may not undertake any manner of work with any organization without written approval from the Company. The Company, through a written notification, may terminate your role 30 days prior to the termination date. The notice period for your resignation is 30 days. You shall abide by the rules and policies relating to confidentiality of information. You shall be following the rules and policies relating to office timings. You are eligible for leave as per the Company's leave policy.

We look forward to a long and mutually beneficial professional relationship with you. Please confirm the acceptance of this offer by returning a countersigned copy of this letter before 27th November 2015.

Regards,

Tarun Siripurapu
Managing Director

7 October 2015

Dear Danish Kapahi

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,981 (Rupees Six Lakh Nine Hundred and Eighty One only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility	Promotion Assessment Eligibility
Jan 2016 – May 2016	April 2017*	April 2017
June 2016 – September 2016	April 2017*	October 2017
October 2016 – December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

Level 5, Tower B, Windsor IT Park, A1, Sector-125, Noida 201301 India

T / +91 120 4508000
india@thesmartcube.com | **thesmartcube.com**

Registered Office: Smartcube India Pvt Ltd.,
37, Hauz Khas Village, New Delhi 110016

CIN : U33119DL1999PTC99268

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Training
Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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CIN : U33119DL1999PTC99268

theBirthplace

24-11-2015

Ms Ila Sharma
New Delhi

Dear Ms Ila,

Welcome to the Birthplace!

We are pleased to offer you employment with our Company as a Customer Care Executive with effect from 1st March 2016. You shall initially be based at Hyderabad.

Your total compensation shall be Rupees 3.00 lakhs (Three Lakhs) per annum. A review would take place at the end of six months. Based on your performance, your salary will be revised to Rupees 3.20 lakhs (Three Lakh Twenty Thousand) per annum beginning 1st September 2016.

While you are an employee with the organization, you may not undertake any manner of work with any organization without written approval from the Company. The Company, through a written notification, may terminate your role 30 days prior to the termination date. The notice period for your resignation is 30 days. You shall abide by the rules and policies relating to confidentiality of information. You shall be following the rules and policies relating to office timings. You are eligible for leave as per the Company's leave policy.

We look forward to a long and mutually beneficial professional relationship with you. Please confirm the acceptance of this offer by returning a countersigned copy of this letter before 27th November 2015.

Regards,

Tarun Siripurapu
Managing Director

THE BUSINESS RESEARCH COMPANY

TBRC Business Research Private Limited
Phone: +91 8897263534

Dear Kanuri Sindhu

TBRC Business Research is pleased to offer you the job as a "**Consultant**". We trust you will use your knowledge, skill and commitment to perform to the best of your ability with our company.

Should you accept the offer, your joining date will be 1st March, 2016.

Designation : Consultant
Business Unit : Research
Location : Hyderabad
Position Type : Permanent

(All in INR)

Particulars	Annual Income	Monthly
Basic	210000	17500
HRA	84000	7000
Medical	9845	820
Conveyance Allowance	15750	1313
Leave Travel Allowances	21000	1750
Meals Allowance**	4725	394
Special Allowance	179680	14973
Gross Salary	525000	43750

Notes:
Variable pay Rs. 50000/- will be paid 0 to 100% after one year from starting date based on achieved targets. Notice period will be 2 months.

Terms & Conditions
All payments will be subjected to income tax and deducted at source as applicable.
Terms and conditions of employment will be as per the Employee Handbook and other official documentation shared with employee.
The candidate will be under probation for the first six months of his/her employment within the company.

The candidate will be expected to supply all relevant documents within 1 to 2 weeks of accepting the offer.

To accept this contract offer please sign scan and return it to us by 19th Dec 2015. By signing you are contracting to join the company on the given date.

Signature _____

Name: Kanuri Sindhu

Date _____

Many thanks

Oliver Guirdham
Director
TBRC Business Research Private Limited

The Smart Cube

7 October 2015

Dear Vaibhav Singhal

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,981 (Rupees Six Lakh Nine Hundred and Eighty One only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility	Promotion Assessment Eligibility
Jan 2016 – May 2016	April 2017*	April 2017
June 2016 – September 2016	April 2017*	October 2017
October 2016 – December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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CIN : U33119DL1999PTC99268

The Smart Cube

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components
Fixed Gross Salary To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.
Gratuity As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).
Training Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.
Medical Insurance A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.
Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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CIN : U33119DL1999PTC99268

7 October 2015

Dear Shubhranshu Mukherjee

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Analyst** in the **Strategic Services Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,981 (Rupees Six Lakh Nine Hundred and Eighty One only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility	Promotion Assessment Eligibility
Jan 2016 – May 2016	April 2017*	April 2017
June 2016 – September 2016	April 2017*	October 2017
October 2016 – December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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The Smart Cube

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components
Fixed Gross Salary To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.
Gratuity As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).
Training Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.
Medical Insurance A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.
Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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CIN : U33119DL1999PTC99268

7 October 2015

Dear Abhishek Verma

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 652,183 (Rupees Six Lakh Fifty Two Thousand One Hundred and Eighty Three Only)** on a total cost-to-company (TCC) basis. Please refer to *Annexure A* for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility	Promotion Assessment Eligibility
Jan 2016 – May 2016	April 2017*	April 2017
June 2016 – September 2016	April 2017*	October 2017
October 2016 – December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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The Smart Cube

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 590,000
Gratuity	INR 14,183
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 652,183**

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Training
Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Nisha Pipli

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Registered Office: Smartcube India Pvt Ltd.,
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CIN : U33119DL1999PTC99268

TBRC Business Research Private Limited
Phone: +91 8897263534

Dear Anupam Banerjee

TBRC Business Research is pleased to offer you the job as a "**Consultant**". We trust you will use your knowledge, skill and commitment to perform to the best of your ability with our company.

Should you accept the offer, your joining date will be 1th March, 2016.

Designation : Consultant
Business Unit : Research
Location : Hyderabad
Position Type : Permanent

(All in INR)

Particulars	Annual Income	Monthly
Basic	210000	17500
HRA	84000	7000
Medical	9845	820
Conveyance Allowance	15750	1313
Leave Travel Allowances	21000	1750
Meals Allowance**	4725	394
Special Allowance	179680	14973
Gross Salary	525000	43750

Notes:
Variable pay Rs. 50000/- will be paid 0 to 100% after one year from starting date based on achieved targets. Notice period will be 2 months.

Terms & Conditions
All payments will be subjected to income tax and deducted at source as applicable.
Terms and conditions of employment will be as per the Employee Handbook and other official documentation shared with employee.
The candidate will be under probation for the first six months of his/her employment within the company.

The candidate will be expected to supply all relevant documents within 1 to 2 weeks of accepting the offer.

To accept this contract offer please sign scan and return it to us by 19th Dec 2015. By signing you are contracting to join the company on the given date.

Signature _____

Name: Anupam Banerjee

Date _____

Many thanks

Oliver Guirdham
Director
TBRC Business Research Private Limited

7 October 2015

Dear Satyamvada

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Analyst** in the **Strategic Services Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,981 (Rupees Six Lakh Nine Hundred and Eighty One only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

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October 2016 – December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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india@thesmartcube.com | **thesmartcube.com**

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37, Hauz Khas Village, New Delhi 110016

CIN : U33119DL1999PTC99268

The Smart Cube

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

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Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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7 October 2015

Dear Devchandan Mallick

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Analyst** in the **Strategic Services Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,981 (Rupees Six Lakh Nine Hundred and Eighty One only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

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Jan 2016 – May 2016	April 2017*	April 2017
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*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

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Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

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Annexure – A

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Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components

Fixed Gross Salary
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Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

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7 October 2015

Dear Shruti Pahwa.

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 652,183 (Rupees Six Lakh Fifty Two Thousand One Hundred and Eighty Three Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

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Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 590,000
Gratuity	INR 14,183
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 652,183**

Explanation of Compensation Components

Fixed Gross Salary
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7 October 2015

Dear Bhargav Brahmbhatt

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Analyst** in the **Strategic Services Group**. The Smart Cube is hereinafter referred to as the "Company".

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The Smart Cube

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

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Neha Rai

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7 October 2015

Dear Sanah Mahajan

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The Smart Cube

Annexure – A

TCC Breakdown	
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Gratuity	INR 12,981
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Annualized Total Cost to Company	**INR 600,981**

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7 October 2015

Dear Sameena Naik.

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Annexure – A

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Nishat Gupta

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7 October 2015

Dear Anubhuti Sinha,

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Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
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Training	INR 45,000
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7 October 2015

Dear Yaw Kirat Singh.

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This letter confirms the following terms of your job offer:

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You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility	Promotion Assessment Eligibility
Jan 2016 – May 2016	April 2017*	April 2017
June 2016 – September 2016	April 2017*	October 2017
October 2016 – December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

Level 5, Tower B, Windsor IT Park, A1, Sector-125, Noida 201301 India

T / +91 120 4508000
india@thesmartcube.com | **thesmartcube.com**

Registered Office: Smartcube India Pvt Ltd.,
37, Hauz Khas Village, New Delhi 110016

CIN : U33119DL1999PTC99268

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Training
Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Nishakoli

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CIN : U33119DL1999PTC99268

7 October 2015

Dear Jaikishan Sethia.

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be INR **600,981 (Rupees Six Lakh Nine Hundred and Eighty One only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance appraisal process is conducted in two appraisal cycles, i.e. April and October. Your salary increment and promotion assessment will depend on your date of joining the Company. The details are as follows:

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Jan 2016 – May 2016	April 2017*	April 2017
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*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Training
Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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CIN : U33119DL1999PTC99268

7 October 2015

Dear Ajit Gaurga.

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 672,663 (Rupees Six Lakh Seventy Two Thousand Sixty Hundred and Sixty Three Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

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*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017).

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 610,000
Gratuity	INR 14,663
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 672,663**

Explanation of Compensation Components
Fixed Gross Salary To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.
Gratuity As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).
Training Technical and business skills training conducted during the course of the year to build and enhance specific skills. This includes all outbound and inbound trainings.
Medical Insurance A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.
Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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7 October 2015

Dear Gaurav Bhi Horia .

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube–which is based in Noida–full time, as an **Associate** in the **Financial Research Group**. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be INR 600,981 (Rupees Six Lakh Nine Hundred and Eighty One only) on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

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Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

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CIN : U33119DL1999PTC99268

Annexure – A

TCC Breakdown	
Fixed Gross Salary Per Annum	INR 540,000
Gratuity	INR 12,981
Training	INR 45,000
Medical Insurance	INR 3,000
Annualized Total Cost to Company	**INR 600,981**

Explanation of Compensation Components
Fixed Gross Salary To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.
Gratuity As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).
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CIN : U33119DL1999PTC99268

7 October 2015

Dear Abhishek Singh,

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we offer you to join The Smart Cube -which is based in Noida--full time, as an **Analyst** in the **Strategic Services Group**. The Smart Cube is hereinafter referred to as the "Company"

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 652,183 (Rupees Six Lakh Fifty Two Thousand One Hundred and Eighty Three Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

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June 2016 - September 2016	April 2017*	October 2017
October 2016 - December 2016	October 2017*	October 2017

*On a pro-rata basis from the date of joining (i.e. from the date of joining the firm till 31 March 2017)

Your emoluments, thereafter, will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion, but only makes you entitled to be evaluated for promotion to the next level. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the Senior Analyst level.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 5:30 PM on **8 October 2015**, after which it stands withdrawn.

We look forward to working with you and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Nisha Popli
Global HR Head
Smart Cube India Pvt. Ltd.

Accepted.
22/12/15
(ABHISHEK SINGH).

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CIN : U33119DL1999PTC99268

IBS BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Offer Letters_IBS.

People Program Team <peopleprogramteam@thethinktankers.in> Sat, Nov 28, 2015 at 2:17 PM
To: "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Hello sir.
Hope you are doing well.

It has been great coordinating with your throughout the Placement Drive at IBS. You were of great support at every point and we would like to thank you on your commendable efforts.

The wait is finally over and the below attached file are the Offer Letters of the final year students.
As discussed over the call, we would want you the send the students their respective Offer Letters and make them sign to send us.

Kindly call us before the students sign their Offer Letters so that we shall let you know the procedure that we follow.

Do let us know if there is anything else that you want to know.
Should you need any assistance contact our on floor HR, Navneet Peri- navneetperi@thethinktankers.in/ +91 9573002681.

Thank you.

Regards,
People Program Team,
ThinkTankers Innovative Solutions.

Thinktankers

Email ID : peopleprogramteam@thethinktankers.in
Queries : navneetperi@thethinktankers.in

3 attachments

Offer_Letter_Gargi Kucheria_TNT100029.pdf
584K

Offer_Letter_Rahul Shetty_TNT100030.pdf
577K

Offer_Letter_Swetha Kondaparthy_TNT100031.pdf
576K

ThinkTankers

ThinkTankers
Innovative Solutions

THINK BEYOND .

Letter Of Employment

Thinktankers Innovative Solutions Pvt. Ltd

16/17

Ms. Swetha Kondaparthy

ThinkTankers

Ms. Swetha Kondaparthy,

House number 1-10/1,

Ramaram Street, Bheemaram,

Hasanparthy mandal,

Warangal district- 506015.

Dear Swetha Kondaparty,

This is with regard to our Offer of Employment to you dated November 20, 2015 (Ref. No. TNT/HRD/Campus/100009). With reference to the same, mentioned below are the details of your joining the Company:

1. Date of Joining: March 1st, 2015
2. Location of Joining: Hyderabad, India
3. Location of Posting: Hyderabad, India

Please carry this letter with you as you would have to produce the same to the security personnel for entry into the premises of the Company. Also, please carry with you a photo identity card that you have (Passport, Driving License, Voters ID Card etc.) which would also be required to be produced at the time of joining.

We look forward to working with you at Think Tankers Innovative Solutions Pvt. Ltd.

Yours sincerely,

K. Abhilash Reddy,

Director.

ThinkTankers

Ms. Swetha Kondaparthy,

House number 1-10/1,

Ramaram Street, Bheemaram,

Hasanparthy mandal,

Warangal district- 506015.

Dear Swetha Kondaparthy,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of Digital Marketing Analyst with Think Tankers (the "Company") in Job Level 2. Your Role Designation will be Digital Marketing Analyst and your Personal Level will be 3.

Your Total Gross Salary exclusive of Performance-linked Incentives will be **Rs 6,05,000** per annum and variable pay up to **Rs 1,50,000**. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your Job Level and Personal Level within the company.

Think Tankers has a Role and Competency based structure comprising Job Levels. A Job Level represents a distinct responsibility level defined within the organization. These Job Levels range from 1 to 5 and are further classified into Job Sub Levels. Personal Level belongs to the incumbent of a Role and is the same as the Job Level (the attached Information Sheet provides further details).

The terms & conditions of our offer are as follows:

01. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of 2 months from the date of joining the company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per company policy, the employee would be confirmed on the 1st day of the month succeeding the month of completion of probation of one month from the date of joining the company or after the period of probation, whichever is later. In addition to your performance during the Probationary Period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the company. Further details are enclosed in the Information Sheet.

02. Earned Leave:

Think Tankers has only one type of leave, i.e. Earned Leave. You will be eligible for 18 working days of leave post confirmation, which would be credited, from the following quarter. If your probation gets extended, the 20 days leave eligibility will be effective only from the quarter post your confirmation.

Following would be the method of leave credit for India based employees:

The leave eligibility shall begin in the respective quarter of your joining the Company. For example: If an employee joins the Company in quarter two of the fiscal year 2014-15, his / her leave eligibility would start

in quarter two of the fiscal year 2014-15.

For the purpose of leave credit quarter two of the fiscal year 2014-15 will be considered as the first quarter. Please note that leave shall be credited on a pro-rated basis in the first quarter of the employee's employment. The table below is indicative or based on the assumption that the employee joins on the first day of a quarter.

Year/Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 3	Total
1st Year	4	4	5	5	18
2nd Year	5	5	5	5	20

03. Increments and Promotions:

Your growth and increase in salary will depend solely on your performance in a particular project and contribution to the Company. Salary increases are normally given on an annual basis in April.

04. Incentive Schemes:

a) Employee Referral:

This program is designed to help source top talent, build diversity, find candidates for hard-to-fill positions, decrease cost per hire, and decrease turnover. To encourage employees to refer new talent for salaried positions within Think Tankers Innovative Solutions, the referring employee will receive a monetary reward up to **Rs 5,000** based on the job role, less applicable taxes, after their referred candidate is hired and remains an active employee for six months. The details of the employee policy referral and eligibility will be available with the HR department.

b) Target Achieved Bonus:

You will be eligible for Target Achieved bonus if the design requirement and targets have been achieved well in time. At an indicative payout, this would be an amount upto 10% of the profits from derived from the project value. To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period since the bonus will be given quarterly or project based.

c) Individual Performance-linked Incentive (IPI):

You will be eligible for an Individual Performance-linked Incentive on completion of 8 (six) weeks of training your date of joining the company as intern. At an indicative payout this would be an amount equivalent to 10% of the Fixed Gross Salary.

To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period under consideration.

On completion of the 1 month period, you shall be eligible for the incentives as mentioned in clause 04 (a), (b) & (c). For further details please refer to the Information Sheet. The details of the process would be available to you when you join the company.

05. Internship:

Everyone at Think Tankers start his or her career as intern and complete an extensive training program designed by ThinkEdu. During this time, the employee will be paid a nominal out of pocket expenses

along with travel allowances. On completion of the intern and based on the performance the joinees will be allocated to a vertical and a job role will be defined.

06. Notice Period:

During probation, your services can be terminated with one month's notice or salary thereof on either side. On confirmation as a regular employee, you will be required to give three months' notice or salary thereof in case you decide to leave our services subject to the company's discretion. In the event of you having any incomplete assignment, the company will have the discretion to relieve you only at the end of the three months' notice period.

Similarly, the company can terminate your services by giving three months' notice or salary thereof.

07. Background Checks:

The company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the company conducting such background checks. In this connection, you are required to furnish the documents, which will be communicated by the HR. If the company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

08. Other Terms & Conditions:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Think Tankers. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

Our offer to you is conditional upon your having fully completed your graduation / post graduation qualification - having completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Think Tankers Innovation Pvt Ltd- and producing all marks sheets and other relevant documents (if any), at least till the penultimate semester, on the day that you join the company. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the

ThinkTankers

expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

In Think Tankers, there are policies that are linked to performance management, career growth and annual compensation review of an employee and these policies will be applicable to you. You will also be governed by the rules and regulations of the Company as applicable to your category of employees.

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

All the benefits are as per the Company's policies, which are subject to change from time to time. This offer is conditional upon the execution of the "Non Compete Agreement" (Annexure I).

As a token of your acceptance of this offer, kindly bring a duly signed duplicate copy of the same on the date of joining.

We welcome you to the Think Tankers family and wish you a rewarding career over the years to come.

Yours sincerely,

K. Abhilash Reddy- Director.

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____ Sign your name

_____ _____ Print your name Location

ThinkTankers

Annexure-A		
Name: Swetha Kondaparthy		**Digital Marketing Analyst**
Description	**Monthly**	**Yearly**
Basic	16500	198000
Basket of Allowance		
House Rent Allowance (HRA) [1a]	6000	72000
Fuel Expenses [1b]	1500	18000
Medical Allowance [1c]	1500	18000
Leave Travel Allowance [1d]	2000	24000
Meal Vouchers [1e]	2000	24000
Communication Expenses [1f]	1500	18000
Travel Allowance [1g]	1500	18000
Weekend Expenses [1h]	1000	12000
Gratuity	640	7680
Public Provident Fund		50000
Fixed Cost to the Company	34140	459680
Variable Pay		
Employee Referral [2a]	Upto 5000 based on the job role	
Client Conversion Bonus [2b]	Upto 10 % based on the project	
Individual Performance Bonus [2c]	Based on manager/lead inputs	

Annexure – I

All the employees need to submit bills or their equivalent to claim the basket of allowances before 30th of each month .All employees may claim tax exemption from their Basket of Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per the guideline given below: _____

1a . House Rent Allowance – Rental deed on the employee should be submitted to claim HRA.

1b. Fuel Expenses – Petrol / Diesel / Maintenance receipts

1c. The Medical Allowance will be paid on a monthly basis. Bills towards legitimate medical expenses incurred by you and your immediate dependents should be submitted

1d. Leave Travel Allowance: The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. if you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

1e. Meal Vouchers- Meal Vouchers will be issued at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll.

1f.Communication Expenses: The internet/telephone/mobile bills should be in the Employee's name.

1g Travel Allowance: Transport Allowance would be paid on a monthly basis to all employees, except for employees opting for Firm Provided Transport facility and / or Employees Opting for Employer Car Lease program.

1h.Party Expenses: The company would pay the amount towards any kind of entertainment channels the employee chooses (Movies / Party etc.)

Gratuity:

a. As per the provisions of the Payment of Gratuity Act, 1972.

b. CTC breakup will change if you elect to participate in the Provident Fund Plan.

c. You will be eligible to claim reimbursement of up to Rupees Fifty Thousand (Rs. 50,000) towards Public Provident Fund scheme and health insurance reimbursement of up to Rupees Five Thousand (Rs. 5000) as per company policy after completion of six months of uninterrupted employment with the company.

d. In addition to the CTC, the company will reimburse you up to rupees twenty five thousand per year towards the certification examination fee for clearing approved Microsoft and other vendor certifications.

Variable Pay:

2a. Employee Referral: The employee who refers can earn upto Rs 5000 based on the job role the referred. The referral bonus would only be given if the employee is on the pay roll of the company for six months.

2b. Target Achieved Bonus: Every time an employee converts a client he/she will be eligible for a bonus upto 10% of the profits earned from the project. The percentage will be based on the project.

2c. Individual Performance Bonus: The Variable Pay reflected above is not the maximum earned incentive possible. The amount may vary, primarily based on your performance during the Employer's fiscal year, which is June through May, which will be formally assessed as a part of the Employer Performance Review Cycle Process. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of this component is subject to you being active on the rolls of the Employer on September 1st following that fiscal year. For

employees joining during the period March 1st to May 30th prorated payment of variable incentive will be done along with their first year-end review ratings. The incentive will not be processed in the event of termination of employment for any reason on or before the disbursement time.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.Submission of false tampered or altered bills, as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws.

ANNEXURE II

NON COMPETE AGREEMENT

I, _____ do hereby acknowledge and confirm the following:-

(1) I am accepting employment with Think Tankers Innovative Solutions Pvt Limited ("Think Tankers"). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Think Tankers Technologies Limited.

(2) I am required, on behalf of Think Tankers, to provide services to, or solicit business from, various clients of Think Tankers (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Think Tankers for any reason, I will not:

a. Accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Think Tankers;

b. Accept any offer of employment from a named Competitor of Think Tankers, if my employment with such named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Think Tankers.

Place:

Employee Signature:

Date:

Employee Name: Swetha Kondaparthy

Acknowledged by Think Tankers Innovative Solutions Pvt. Ltd.

IBS BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Offer Letters_IBS.

People Program Team <peopleprogramteam@thethinktankers.in> Sat, Nov 28, 2015 at 2:17 PM
To: "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Hello sir.
Hope you are doing well.

It has been great coordinating with your throughout the Placement Drive at IBS. You were of great support at every point and we would like to thank you on your commendable efforts.

The wait is finally over and the below attached file are the Offer Letters of the final year students.
As discussed over the call, we would want you the send the students their respective Offer Letters and make them sign to send us.

Kindly call us before the students sign their Offer Letters so that we shall let you know the procedure that we follow.

Do let us know if there is anything else that you want to know.
Should you need any assistance contact our on floor HR, Navneet Peri- navneetperi@thethinktankers.in/ +91 9573002681.

Thank you.

Regards,
People Program Team,
ThinkTankers Innovative Solutions.

Thinktankers

Email ID : peopleprogramteam@thethinktankers.in
Queries : navneetperi@thethinktankers.in

3 attachments

Offer_Letter_Gargi Kucheria_TNT100029.pdf
584K

Offer_Letter_Rahul Shetty_TNT100030.pdf
577K

Offer_Letter_Swetha Kondaparthy_TNT100031.pdf
576K

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Innovative Solutions

THINK BEYOND .

Letter Of Employment

Thinktankers Innovative Solutions Pvt. Ltd

16/17

Mr. Rahul Shetty

ThinkTankers

Mr. Rahul Shetty.

G-101, Poonam Orchid,

Yashwant Nagar, Near Virat Nagar,

Virar (West), Thane- 401303, Maharashtra.

Dear Rahul Shetty,

This is with regard to our Offer of Employment to you dated November 20, 2015 (Ref. No. TNT/HRD/Campus/100008). With reference to the same, mentioned below are the details of your joining the Company:

1. Date of Joining: March 1st, 2015
2. Location of Joining: Hyderabad, India
3. Location of Posting: Hyderabad, India

Please carry this letter with you as you would have to produce the same to the security personnel for entry into the premises of the Company. Also, please carry with you a photo identity card that you have (Passport, Driving License, Voters ID Card etc.) which would also be required to be produced at the time of joining.

We look forward to working with you at Think Tankers Innovative Solutions Pvt. Ltd.

Yours sincerely,

K. Abhilash Reddy,

Director.

ThinkTankers

Mr. Rahul Shetty.

G-101, Poonam Orchid,

Yashwant Nagar, Near Virat Nagar,

Virar (West), Thane- 401303, Maharashtra.

Dear Rahul Shetty,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of Digital Marketing and Sales Analyst with Think Tankers (the "Company") in Job Level 2. Your Role Designation will be Digital Marketing and Sales Analyst and your Personal Level will be 3.

Your Total Gross Salary exclusive of Performance-linked Incentives will be **Rs 6,05,000** per annum and variable pay up to **Rs 1,50,000**. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your Job Level and Personal Level within the company.

Think Tankers has a Role and Competency based structure comprising Job Levels. A Job Level represents a distinct responsibility level defined within the organization. These Job Levels range from 1 to 5 and are further classified into Job Sub Levels. Personal Level belongs to the incumbent of a Role and is the same as the Job Level (the attached Information Sheet provides further details).

The terms & conditions of our offer are as follows:

01. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of 2 months from the date of joining the company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per company policy, the employee would be confirmed on the 1st day of the month succeeding the month of completion of probation of one month from the date of joining the company or after the period of probation, whichever is later. In addition to your performance during the Probationary Period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the company. Further details are enclosed in the Information Sheet.

02. Earned Leave:

Think Tankers has only one type of leave, i.e. Earned Leave. You will be eligible for 18 working days of leave post confirmation, which would be credited, from the following quarter. If your probation gets extended, the 20 days leave eligibility will be effective only from the quarter post your confirmation.

Following would be the method of leave credit for India based employees:

The leave eligibility shall begin in the respective quarter of your joining the Company. For example: If an employee joins the Company in quarter two of the fiscal year 2014-15, his / her leave eligibility would start in quarter two of the fiscal year 2014-15.

For the purpose of leave credit quarter two of the fiscal year 2014-15 will be considered as the first quarter. Please note that leave shall be credited on a pro-rated basis in the first quarter of the employee's

employment. The table below is indicative or based on the assumption that the employee joins on the first day of a quarter.

Year/Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 3	Total
1st Year	4	4	5	5	18
2nd Year	5	5	5	5	20

03. Increments and Promotions:

Your growth and increase in salary will depend solely on your performance in a particular project and contribution to the Company. Salary increases are normally given on an annual basis in April.

04. Incentive Schemes:

a) Employee Referral:

This program is designed to help source top talent, build diversity, find candidates for hard-to-fill positions, decrease cost per hire, and decrease turnover. To encourage employees to refer new talent for salaried positions within Think Tankers Innovative Solutions, the referring employee will receive a monetary reward up to **Rs 5,000** based on the job role, less applicable taxes, after their referred candidate is hired and remains an active employee for six months. The details of the employee policy referral and eligibility will be available with the HR department.

b) Target Achieved Bonus:

You will be eligible for Target Achieved bonus if the design requirement and targets have been achieved well in time. At an indicative payout, this would be an amount upto 10% of the profits from derived from the project value. To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period since the bonus will be given quarterly or project based.

c) Individual Performance-linked Incentive (IPI):

You will be eligible for an Individual Performance-linked Incentive on completion of 8 (six) weeks of training your date of joining the company as intern. At an indicative payout this would be an amount equivalent to 10% of the Fixed Gross Salary.

To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period under consideration.

On completion of the 1 month period, you shall be eligible for the incentives as mentioned in clause 04 (a), (b) & (c). For further details please refer to the Information Sheet. The details of the process would be available to you when you join the company.

05. Internship:

Everyone at Think Tankers start his or her career as intern and complete an extensive training program designed by ThinkEdu. During this time, the employee will be paid a nominal out of pocket expenses along with travel allowances. On completion of the intern and based on the performance the joinees will be allocated to a vertical and a job role will be defined.

ThinkTankers

06. Notice Period:

During probation, your services can be terminated with one month's notice or salary thereof on either side. On confirmation as a regular employee, you will be required to give three months' notice or salary thereof in case you decide to leave our services subject to the company's discretion. In the event of you having any incomplete assignment, the company will have the discretion to relieve you only at the end of the three months' notice period.

Similarly, the company can terminate your services by giving three months' notice or salary thereof.

07. Background Checks:

The company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the company conducting such background checks. In this connection, you are required to furnish the documents, which will be communicated by the HR. If the company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

08. Other Terms & Conditions:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Think Tankers. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

Our offer to you is conditional upon your having fully completed your graduation / post-graduation qualification - having completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Think Tankers Innovation Pvt Ltd- and producing all marks sheets and other relevant documents (if any), at least till the penultimate semester, on the day that you join the company. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

In Think Tankers, there are policies that are linked to performance management, career growth and

annual compensation review of an employee and these policies will be applicable to you. You will also be governed by the rules and regulations of the Company as applicable to your category of employees.

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

All the benefits are as per the Company's policies, which are subject to change from time to time. This offer is conditional upon the execution of the "Non-Compete Agreement" (Annexure I).

As a token of your acceptance of this offer, kindly bring a duly signed duplicate copy of the same on the date of joining.

We welcome you to the Think Tankers family and wish you a rewarding career over the years to come.

Yours sincerely,

K. Abhilash Reddy- Director.

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____ Sign your name

_____ _____ Print your name Location

ThinkTankers

Annexure-A

Name: Rahul Shetty **Digital Marketing and Sales Analyst**

Description	Monthly	Yearly
Basic	16500	198000
Basket of Allowance		
House Rent Allowance (HRA) [1a]	6000	72000
Fuel Expenses [1b]	1500	18000
Medical Allowance [1c]	1500	18000
Leave Travel Allowance [1d]	2000	24000
Meal Vouchers [1e]	2000	24000
Communication Expenses [1f]	1500	18000
Travel Allowance [1g]	1500	18000
Weekend Expenses [1h]	1000	12000
Gratuity	640	7680
Public Provident Fund		50000
Fixed Cost to the Company	34140	459680

Variable Pay	
Employee Referral [2a]	Upto 5000 based on the job role
Client Conversion Bonus [2b]	Upto 10 % based on the project
Individual Performance Bonus [2c]	Based on manager/lead inputs

Annexure – I

All the employees need to submit bills or their equivalent to claim the basket of allowances before 30th of each month .All employees may claim tax exemption from their Basket of Allowance component,

expenses incurred towards communication and Fuel & Maintenance Expenses as per the guideline given below: _____

1a . House Rent Allowance – Rental deed on the employee should be submitted to claim HRA.

1b. Fuel Expenses – Petrol / Diesel / Maintenance receipts

1c. The Medical Allowance will be paid on a monthly basis. Bills towards legitimate medical expenses incurred by you and your immediate dependents should be submitted

1d. Leave Travel Allowance: The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. if you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

1e. Meal Vouchers- Meal Vouchers will be issued at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll.

1f.Communication Expenses: The internet/telephone/mobile bills should be in the Employee's name.

1g Travel Allowance: Transport Allowance would be paid on a monthly basis to all employees, except for employees opting for Firm Provided Transport facility and / or Employees Opting for Employer Car Lease program.

1h.Party Expenses: The company would pay the amount towards any kind of entertainment channels the employee chooses (Movies / Party etc.)

Gratuity:

a. As per the provisions of the Payment of Gratuity Act, 1972.

b. CTC breakup will change if you elect to participate in the Provident Fund Plan.

c. You will be eligible to claim reimbursement of up to Rupees Fifty Thousand (Rs. 50,000) towards Public Provident Fund scheme and health insurance reimbursement of up to Rupees Five Thousand (Rs. 5000) as per company policy after completion of six months of uninterrupted employment with the company.

d. In addition to the CTC, the company will reimburse you up to rupees twenty five thousand per year towards the certification examination fee for clearing approved Microsoft and other vendor certifications.

Variable Pay:

2a. Employee Referral: The employee who refers can earn upto Rs 5000 based on the job role the referred. The referral bonus would only be given if the employee is on the pay roll of the company for six months.

2b. Target Achieved Bonus: Every time an employee converts a client he/she will be eligible for a bonus upto 10% of the profits earned from the project. The percentage will be based on the project.

2c. Individual Performance Bonus: The Variable Pay reflected above is not the maximum earned incentive possible. The amount may vary, primarily based on your performance during the Employer's fiscal year, which is June through May, which will be formally assessed as a part of the Employer Performance Review Cycle Process. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of this component is subject to you being active on the rolls of the Employer on September 1st following that fiscal year. For employees joining during the period March 1st to May 30th prorated payment of variable incentive will be done along with their first year-end review ratings. The incentive will not be processed in the event of

termination of employment for any reason on or before the disbursement time.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.Submission of false tampered or altered bills, as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws.

ANNEXURE II

NON COMPETE AGREEMENT

I, _____ do hereby acknowledge and confirm the following:-

(1) I am accepting employment with Think Tankers Innovative Solutions Pvt Limited ("Think Tankers"). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Think Tankers Technologies Limited.

(2) I am required, on behalf of Think Tankers, to provide services to, or solicit business from, various clients of Think Tankers (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Think Tankers for any reason, I will not:

a. Accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Think Tankers;

b. Accept any offer of employment from a named Competitor of Think Tankers, if my employment with such named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Think Tankers.

Place:

Employee Signature:

Date:

Employee Name: Rahul Shetty

Acknowledged by Think Tankers Innovative Solutions Pvt. Ltd.

TinyOwl
Food Ordering App

February 8th, 2016

Ms .Anasuya Sengupta
EMP 13/304 , Evershine Mellenium Paradise,
Thakur Village , kandivali East,
Mumbai - 400101

LETTER OF OFFER

Dear Anasuya,

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Executive -Business Development , TinyOwl, Mumbai** in our organization at CTC (Cost to the Company) of **Rs. 4, 00,000 /-** (Rupees Four Lakh Only).

We would expect you to join our organization on or before **15th February, 2016.**

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history.

On the date of your resuming duty, you may please bring along the following

1. Proof of age
2. Copies of educational certificates
3. Copies of experience certificates
4. Relieving certificate from the previous employer
5. Appointment letter of the previous employer and salary revision letters
6. Last pay slip received from the previous employer
7. Form 16 (TDS Certificate).
8. 3 Passport Size Photographs

Please sign the duplicate copy of this letter as a token of acceptance of the same.

Offer letter will be considered null/void if not accepted within 5 working days.

For TinyOwl Technology Private Limited

Rohit Joshi
General Manager-HR

Anasuya Sengupta

TinyOwl
Food Ordering App

Annexure 1

Name : Ms. Anasuya Sengupta
Designation : Executive
Department : Business Development
Location : Mumbai
Date of Joining : 15th February,2016

Salary Components	Monthly (Rs)	Annual (Rs)
Monthly Fixed Pay		
Basic	11,667	1,40,000
House Rent Allowance	5,833	70,000
Medical Allowance	1,250	15,000
Conveyance Allowance	1,600	19,200
Special Allowance	11,583	1,39,000
Gross Salary	**31,933**	**3,83,200**
Employer Contributions		
Provident Fund	1,400	16,800
ESIC : 4.75%	-	-
Cost to Company	**33,333**	**4,00,000**

For TinyOwl Technology Pvt Limited

Rohit Joshi
General Manager - HR

Anasuya Sengupta

IBS BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Offer Letters_ IBS SIP.

People Program Team <peopleprogramteam@thethinktankers.in> Tue, Dec 8, 2015 at 12:17 PM
To: Stuti Kuheley <skuheley@gmail.com>
Cc: "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Hello Ms. Stuti.
Hope you are doing well.

We have made our cross checking on your talks with the interviewer.
The following attached is the Offer Letter which is a revised version.

Kindly go through and let us know if you have any other queries.

We are looking forward to work with you. Congratulations again on being a **ThinkTanker!!**

Regards,
People Program Team,
ThinkTankers Innovative Solutions.

Thinktankers

Email ID : peopleprogramteam@thethinktankers.in
Queries : navneetperi@thethinktankers.in

[Quoted text hidden]

Offer_Letter_Stuti Kuheley_TNT100008_Revised.pdf
615K

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Innovative Solutions

THINK BEYOND .

Letter Of Employment

Thinktankers Innovative Solutions Pvt. Ltd

16/17

Ms. Stuti Kuheley

ThinkTankers

Ms. Stuti Kuheley,

30/128, Jain Bhandu,

Chippitola, Agra.

Dear Stuti Kuheley,

This is with regard to our Offer of Employment to you dated November 20, 2015 (Ref. No. TNT/HRD/Lateral/100008). With reference to the same, mentioned below are the details of your joining the Company:

1. Date of Joining: March 1st, 2015

2. Location of Joining: Hyderabad, India

3. Location of Posting: Hyderabad, India

Please carry this letter with you as you would have to produce the same to the security personnel for entry into the premises of the Company. Also, please carry with you a photo identity card that you have (Passport, Driving License, Voters ID Card etc.) which would also be required to be produced at the time of joining.

We look forward to working with you at Think Tankers Innovative Solutions Pvt. Ltd.

Yours sincerely,

K. Abhilash Reddy,

Director.

ThinkTankers

Ms. Stuti Kuheley,

30/128, Jain Bhandu,

Chippitola, Agra.

Dear Stuti Kuheley,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of Associate Editor with Think Tankers (the "Company") in Job Level 3. Your Role Designation will be Marketing and Sales Analyst and your Personal Level will be 3.

Your Total Gross Salary exclusive of Performance-linked Incentives will be **Rs 6,05,000** per annum and variable pay up to **Rs 1,50,000**. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your Job Level and Personal Level within the company.

Think Tankers has a Role and Competency based structure comprising Job Levels. A Job Level represents a distinct responsibility level defined within the organization. These Job Levels range from 1 to 5 and are further classified into Job Sub Levels. Personal Level belongs to the incumbent of a Role and is the same as the Job Level (the attached Information Sheet provides further details).

The terms & conditions of our offer are as follows:

01. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of 2 months from the date of joining the company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per company policy, the employee would be confirmed on the 1st day of the month succeeding the month of completion of probation of one month from the date of joining the company or after the period of probation, whichever is later. In addition to your performance during the Probationary Period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the company. Further details are enclosed in the Information Sheet.

02. Earned Leave:

Think Tankers has only one type of leave, i.e. Earned Leave. You will be eligible for 18 working days of leave post confirmation, which would be credited, from the following quarter. If your probation gets extended, the 20 days leave eligibility will be effective only from the quarter post your confirmation.

Following would be the method of leave credit for India based employees:

The leave eligibility shall begin in the respective quarter of your joining the Company. For example: If an employee joins the Company in quarter two of the fiscal year 2014-15, his / her leave eligibility would start in quarter two of the fiscal year 2014-15.

For the purpose of leave credit quarter two of the fiscal year 2014-15 will be considered as the first quarter. Please note that leave shall be credited on a pro-rated basis in the first quarter of the employee's employment. The table below is indicative or based on the assumption that the employee joins on the first day of a quarter.

Year/Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 3	Total
1st Year	4	4	5	5	18
2nd Year	5	5	5	5	20

03. Increments and Promotions:

Your growth and increase in salary will depend solely on your performance in a particular project and contribution to the Company. Salary increases are normally given on an annual basis in April.

04. Incentive Schemes:

a) Employee Referral:

This program is designed to help source top talent, build diversity, find candidates for hard-to-fill positions, decrease cost per hire, and decrease turnover. To encourage employees to refer new talent for salaried positions within Think Tankers Innovative Solutions, the referring employee will receive a monetary reward up to **Rs 5,000** based on the job role, less applicable taxes, after their referred candidate is hired and remains an active employee for six months. The details of the employee policy referral and eligibility will be available with the HR department.

b) Target Achieved Bonus:

You will be eligible for Target Achieved bonus if the design requirement and targets have been achieved well in time. At an indicative payout, this would be an amount upto 10% of the profits from derived from the project value. To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period since the bonus will be given quarterly or project based.

c) Individual Performance-linked Incentive (IPI):

You will be eligible for an Individual Performance-linked Incentive on completion of 8 (six) weeks of training your date of joining the company as intern. At an indicative payout this would be an amount equivalent to 10% of the Fixed Gross Salary.

To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period under consideration.

On completion of the 1 month period, you shall be eligible for the incentives as mentioned in clause 04 (a), (b) & (c). For further details please refer to the Information Sheet. The details of the process would be available to you when you join the company.

05. Internship:

Everyone at Think Tankers start his or her career as intern and complete an extensive training program designed by ThinkEdu. During this time, the employee will be paid a nominal out of pocket expenses along with travel allowances. On completion of the intern and based on the performance the joinees will be allocated to a vertical and a job role will be defined.

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06. Notice Period:

During probation, your services can be terminated with one month's notice or salary thereof on either side. On confirmation as a regular employee, you will be required to give three months' notice or salary thereof in case you decide to leave our services subject to the company's discretion. In the event of you having any incomplete assignment, the company will have the discretion to relieve you only at the end of the three months' notice period.

Similarly, the company can terminate your services by giving three months' notice or salary thereof.

07. Background Checks:

The company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the company conducting such background checks. In this connection, you are required to furnish the documents, which will be communicated by the HR. If the company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

08. Other Terms & Conditions:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Think Tankers. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

Our offer to you is conditional upon your having fully completed your graduation / post-graduation qualification - having completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Think Tankers Innovation Pvt Ltd- and producing all marks sheets and other relevant documents (if any), at least till the penultimate semester, on the day that you join the company. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

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In Think Tankers, there are policies that are linked to performance management, career growth and annual compensation review of an employee and these policies will be applicable to you. You will also be governed by the rules and regulations of the Company as applicable to your category of employees.

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

All the benefits are as per the Company's policies, which are subject to change from time to time. This offer is conditional upon the execution of the "Non-Compete Agreement" (Annexure I).

As a token of your acceptance of this offer, kindly bring a duly signed duplicate copy of the same on the date of joining.

We welcome you to the Think Tankers family and wish you a rewarding career over the years to come.

Yours sincerely,

K. Abhilash Reddy- Director.

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____ Sign your name

_____ _____ Print your name Location

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Annexure-A

Name: Stuti Kuheley **Associate Editor**

Description	Monthly	Yearly
Basic	16500	198000
Basket of Allowance		
House Rent Allowance (HRA) [1a]	6000	72000
Fuel Expenses [1b]	1500	18000
Medical Allowance [1c]	1500	18000
Leave Travel Allowance [1d]	2000	24000
Meal Vouchers [1e]	2000	24000
Communication Expenses [1f]	1500	18000
Travel Allowance [1g]	1500	18000
Weekend Expenses [1h]	1000	12000
Gratuity	640	7680
Public Provident Fund		50000
Fixed Cost to the Company	34140	459680

Variable Pay	
Employee Referral [2a]	Upto 5000 based on the job role
Client Conversion Bonus [2b]	Upto 10 % based on the project
Individual Performance Bonus [2c]	Based on manager/lead inputs

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Annexure – I

All the employees need to submit bills or their equivalent to claim the basket of allowances before 30th of each month .All employees may claim tax exemption from their Basket of Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per the guideline given below:

1a . House Rent Allowance – Rental deed on the employee should be submitted to claim HRA.

1b. Fuel Expenses – Petrol / Diesel / Maintenance receipts

1c. The Medical Allowance will be paid on a monthly basis. Bills towards legitimate medical expenses incurred by you and your immediate dependents should be submitted

1d. Leave Travel Allowance: The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. if you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

1e. Meal Vouchers- Meal Vouchers will be issued at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll.

1f.Communication Expenses: The internet/telephone/mobile bills should be in the Employee's name.

1g Travel Allowance: Transport Allowance would be paid on a monthly basis to all employees, except for employees opting for Firm Provided Transport facility and / or Employees Opting for Employer Car Lease program.

1h.Party Expenses: The company would pay the amount towards any kind of entertainment channels the employee chooses (Movies / Party etc.)

Gratuity:

a. As per the provisions of the Payment of Gratuity Act, 1972.

b. CTC breakup will change if you elect to participate in the Provident Fund Plan.

c. You will be eligible to claim reimbursement of up to Rupees Fifty Thousand (Rs. 50,000) towards Public Provident Fund scheme and health insurance reimbursement of up to Rupees Five Thousand (Rs. 5000) as per company policy after completion of six months of uninterrupted employment with the company.

d. In addition to the CTC, the company will reimburse you up to rupees twenty five thousand per year towards the certification examination fee for clearing approved Microsoft and other vendor certifications.

Variable Pay:

2a. Employee Referral: The employee who refers can earn upto Rs 5000 based on the job role the referred. The referral bonus would only be given if the employee is on the pay roll of the company for six months.

2b. Target Achieved Bonus: Every time an employee converts a client he/she will be eligible for a bonus upto 10% of the profits earned from the project. The percentage will be based on the project.

2c. Individual Performance Bonus: The Variable Pay reflected above is not the maximum earned incentive possible. The amount may vary, primarily based on your performance during the Employer's fiscal year, which is June through May, which will be formally assessed as a part of the Employer Performance Review Cycle Process. The performance of all the employees who have joined the Employer prior to

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March 1st will be assessed for the fiscal year ending in May. The disbursement of this component is subject to you being active on the rolls of the Employer on September 1st following that fiscal year. For employees joining during the period March 1st to May 30th prorated payment of variable incentive will be done along with their first year-end review ratings. The incentive will not be processed in the event of termination of employment for any reason on or before the disbursement time.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax. Submission of false tampered or altered bills, as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws.

ANNEXURE II

NON COMPETE AGREEMENT

I, _____ do hereby acknowledge and confirm the following:-

(1) I am accepting employment with Think Tankers Innovative Solutions Pvt Limited ("Think Tankers"). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Think Tankers Technologies Limited.

(2) I am required, on behalf of Think Tankers, to provide services to, or solicit business from, various clients of Think Tankers (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Think Tankers for any reason, I will not:

a. Accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Think Tankers;

b. Accept any offer of employment from a named Competitor of Think Tankers, if my employment with such named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Think Tankers.

Place:

Employee Signature:

Date:

Employee Name: Stuti Kuheley.

Acknowledged by Think Tankers Innovative Solutions Pvt. Ltd.

IBS BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Offer Letters_IBS.

People Program Team <peopleprogramteam@thethinktankers.in> Sat, Nov 28, 2015 at 2:17 PM
To: "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Hello sir.
Hope you are doing well.

It has been great coordinating with your throughout the Placement Drive at IBS. You were of great support at every point and we would like to thank you on your commendable efforts.

The wait is finally over and the below attached file are the Offer Letters of the final year students.
As discussed over the call, we would want you the send the students their respective Offer Letters and make them sign to send us.

Kindly call us before the students sign their Offer Letters so that we shall let you know the procedure that we follow.

Do let us know if there is anything else that you want to know.
Should you need any assistance contact our on floor HR, Navneet Peri- navneetperi@thethinktankers.in/ +91 9573002681.

Thank you.

Regards,
People Program Team,
ThinkTankers Innovative Solutions.

Thinktankers

Email ID : peopleprogramteam@thethinktankers.in
Queries : navneetperi@thethinktankers.in

3 attachments

Offer_Letter_Gargi Kucheria_TNT100029.pdf
584K

Offer_Letter_Rahul Shetty_TNT100030.pdf
577K

Offer_Letter_Swetha Kondaparthy_TNT100031.pdf
576K

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ThinkTankers
Innovative Solutions

THINK BEYOND .

Letter Of Employment

Thinktankers Innovative Solutions Pvt. Ltd

16/17

Ms. Gargi Kucheria

ThinkTankers

Ms. Gargi Kucheria,

D-52 2nd Floor Ramprastha,

Near Raghunath Mandir,

P.O. Box: Chander Nagar

Ghaziabad, U.P. Pin Code: 201011.

Dear Gargi Kucheria,

This is with regard to our Offer of Employment to you dated November 20, 2015 (Ref. No. TNT/HRD/Campus/100007). With reference to the same, mentioned below are the details of your joining the Company:

1. Date of Joining: March 1st, 2015
2. Location of Joining: Hyderabad, India
3. Location of Posting: Hyderabad, India

Please carry this letter with you as you would have to produce the same to the security personnel for entry into the premises of the Company. Also, please carry with you a photo identity card that you have (Passport, Driving License, Voters ID Card etc.) which would also be required to be produced at the time of joining.

We look forward to working with you at Think Tankers Innovative Solutions Pvt. Ltd.

Yours sincerely,

K. Abhilash Reddy,

Director.

ThinkTankers

Dear Gargi Kucheria,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of Marketing and Sales Analyst with Think Tankers (the "Company") in Job Level 2. Your Role Designation will be Marketing and Sales Analyst and your Personal Level will be 3.

Your Total Gross Salary exclusive of Performance-linked Incentives will be **Rs 6,05,000** per annum and variable pay up to **Rs 1,50,000**. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your Job Level and Personal Level within the company.

Think Tankers has a Role and Competency based structure comprising Job Levels. A Job Level represents a distinct responsibility level defined within the organization. These Job Levels range from 1 to 5 and are further classified into Job Sub Levels. Personal Level belongs to the incumbent of a Role and is the same as the Job Level (the attached Information Sheet provides further details).

The terms & conditions of our offer are as follows:

01. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of 2 months from the date of joining the company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per company policy, the employee would be confirmed on the 1st day of the month succeeding the month of completion of probation of one month from the date of joining the company or after the period of probation, whichever is later. In addition to your performance during the Probationary Period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the company. Further details are enclosed in the Information Sheet.

02. Earned Leave:

Think Tankers has only one type of leave, i.e. Earned Leave. You will be eligible for 18 working days of leave post confirmation, which would be credited, from the following quarter. If your probation gets extended, the 20 days leave eligibility will be effective only from the quarter post your confirmation.

Following would be the method of leave credit for India based employees:

The leave eligibility shall begin in the respective quarter of your joining the Company. For example: If an employee joins the Company in quarter two of the fiscal year 2014-15, his / her leave eligibility would start in quarter two of the fiscal year 2014-15.

For the purpose of leave credit quarter two of the fiscal year 2014-15 will be considered as the first quarter. Please note that leave shall be credited on a pro-rated basis in the first quarter of the employee's employment. The table below is indicative or based on the assumption that the employee joins on the first day of a quarter.

Year/Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 3	Total
1st Year	4	4	5	5	18
2nd Year	5	5	5	5	20

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03. Increments and Promotions:

Your growth and increase in salary will depend solely on your performance in a particular project and contribution to the Company. Salary increases are normally given on an annual basis in April.

04. Incentive Schemes:

a) Employee Referral:

This program is designed to help source top talent, build diversity, find candidates for hard-to-fill positions, decrease cost per hire, and decrease turnover. To encourage employees to refer new talent for salaried positions within Think Tankers Innovative Solutions, the referring employee will receive a monetary reward up to **Rs 5,000** based on the job role, less applicable taxes, after their referred candidate is hired and remains an active employee for six months. The details of the employee policy referral and eligibility will be available with the HR department.

b) Target Achieved Bonus:

You will be eligible for Target Achieved bonus if the design requirement and targets have been achieved well in time. At an indicative payout, this would be an amount upto 10% of the profits from derived from the project value. To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period since the bonus will be given quarterly or project based.

c) Individual Performance-linked Incentive (IPI):

You will be eligible for an Individual Performance-linked Incentive on completion of 8 (six) weeks of training your date of joining the company as intern. At an indicative payout this would be an amount equivalent to 10% of the Fixed Gross Salary.

To be eligible for the payment of this incentive for a given period, you should be on the rolls of the Company as on the last working day of the period under consideration.

On completion of the 1 month period, you shall be eligible for the incentives as mentioned in clause 04 (a), (b) & (c). For further details please refer to the Information Sheet. The details of the process would be available to you when you join the company.

05. Internship:

Everyone at Think Tankers start his or her career as intern and complete an extensive training program designed by ThinkEdu. During this time, the employee will be paid a nominal out of pocket expenses along with travel allowances. On completion of the intern and based on the performance the joinees will be allocated to a vertical and a job role will be defined.

06. Notice Period:

During probation, your services can be terminated with one month’s notice or salary thereof on either side. On confirmation as a regular employee, you will be required to give three months’ notice or salary thereof in case you decide to leave our services subject to the company's discretion. In the event of you having

any incomplete assignment, the company will have the discretion to relieve you only at the end of the three months' notice period.

Similarly, the company can terminate your services by giving three months' notice or salary thereof.

07. Background Checks:

The company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the company conducting such background checks. In this connection, you are required to furnish the documents, which will be communicated by the HR. If the company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

08. Other Terms & Conditions:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Think Tankers. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

Our offer to you is conditional upon your having fully completed your graduation / post-graduation qualification - having completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Think Tankers Innovation Pvt Ltd- and producing all marks sheets and other relevant documents (if any), at least till the penultimate semester, on the day that you join the company. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

In Think Tankers, there are policies that are linked to performance management, career growth and annual compensation review of an employee and these policies will be applicable to you. You will also be governed by the rules and regulations of the Company as applicable to your category of employees.

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with

ThinkTankers

regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

All the benefits are as per the Company's policies, which are subject to change from time to time. This offer is conditional upon the execution of the "Non-Compete Agreement" (Annexure I).

As a token of your acceptance of this offer, kindly bring a duly signed duplicate copy of the same on the date of joining.

We welcome you to the Think Tankers family and wish you a rewarding career over the years to come.

Yours sincerely,

K. Abhilash Reddy- Director.

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____ Sign your name

_____ _____ Print your name Location

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Annexure-A

Name: Gargi Kucheria **Marketing and Sales Analyst**

Description	Monthly	Yearly
Basic	16500	198000
Basket of Allowance		
House Rent Allowance (HRA) [1a]	6000	72000
Fuel Expenses [1b]	1500	18000
Medical Allowance [1c]	1500	18000
Leave Travel Allowance [1d]	2000	24000
Meal Vouchers [1e]	2000	24000
Communication Expenses [1f]	1500	18000
Travel Allowance [1g]	1500	18000
Weekend Expenses [1h]	1000	12000
Gratuity	640	7680
Public Provident Fund		50000
Fixed Cost to the Company	34140	459680

Variable Pay	
Employee Referral [2a]	Upto 5000 based on the job role
Client Conversion Bonus [2b]	Upto 10 % based on the project
Individual Performance Bonus [2c]	Based on manager/lead inputs

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Annexure – I

All the employees need to submit bills or their equivalent to claim the basket of allowances before 30th of each month .All employees may claim tax exemption from their Basket of Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per the guideline given below: _____

1a . House Rent Allowance – Rental deed on the employee should be submitted to claim HRA.

1b. Fuel Expenses – Petrol / Diesel / Maintenance receipts

1c. The Medical Allowance will be paid on a monthly basis. Bills towards legitimate medical expenses incurred by you and your immediate dependents should be submitted

1d. Leave Travel Allowance: The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. if you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

1e. Meal Vouchers- Meal Vouchers will be issued at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll.

1f.Communication Expenses: The internet/telephone/mobile bills should be in the Employee's name.

1g Travel Allowance: Transport Allowance would be paid on a monthly basis to all employees, except for employees opting for Firm Provided Transport facility and / or Employees Opting for Employer Car Lease program.

1h.Party Expenses: The company would pay the amount towards any kind of entertainment channels the employee chooses (Movies / Party etc.)

Gratuity:

a. As per the provisions of the Payment of Gratuity Act, 1972.

b. CTC breakup will change if you elect to participate in the Provident Fund Plan.

c. You will be eligible to claim reimbursement of up to Rupees Fifty Thousand (Rs. 50,000) towards Public Provident Fund scheme and health insurance reimbursement of up to Rupees Five Thousand (Rs. 5000) as per company policy after completion of six months of uninterrupted employment with the company.

d. In addition to the CTC, the company will reimburse you up to rupees twenty five thousand per year towards the certification examination fee for clearing approved Microsoft and other vendor certifications.

Variable Pay:

2a. Employee Referral: The employee who refers can earn upto Rs 5000 based on the job role the referred. The referral bonus would only be given if the employee is on the pay roll of the company for six months.

2b. Target Achieved Bonus: Every time an employee converts a client he/she will be eligible for a bonus upto 10% of the profits earned from the project. The percentage will be based on the project.

2c. Individual Performance Bonus: The Variable Pay reflected above is not the maximum earned incentive possible. The amount may vary, primarily based on your performance during the Employer's fiscal year, which is June through May, which will be formally assessed as a part of the Employer Performance Review Cycle Process. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of this component is

subject to you being active on the rolls of the Employer on September 1st following that fiscal year. For employees joining during the period March 1st to May 30th prorated payment of variable incentive will be done along with their first year-end review ratings. The incentive will not be processed in the event of termination of employment for any reason on or before the disbursement time.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax. Submission of false tampered or altered bills, as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws.

ANNEXURE II

NON COMPETE AGREEMENT

I, _____ do hereby acknowledge and confirm the following:-

(1) I am accepting employment with Think Tankers Innovative Solutions Pvt Limited ("Think Tankers"). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Think Tankers Technologies Limited.

(2) I am required, on behalf of Think Tankers, to provide services to, or solicit business from, various clients of Think Tankers (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Think Tankers for any reason, I will not:

a. Accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Think Tankers;

b. Accept any offer of employment from a named Competitor of Think Tankers, if my employment with such named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Think Tankers.

Place:

Employee Signature:

Date:

Employee Name: Gargi Kucheria.

Acknowledged by Think Tankers Innovative Solutions Pvt. Ltd.

Triniti Advanced Software Labs Pvt. Ltd.
1st Floor
Ashoka My Home Chambers
1-8-301 to 303, S.P. Road
Hyderabad 500 003
INDIA
T: (91) 40 2 7893939
F: (91) 40 2 7893938

December 01, 2015

To,

Mr.Anubhav Srivastava
D 15/19 GF Ardee city ,
sector 52 Gurgaon ,
Haryana
Mobile# 8125206439
Email: 899.anubhav@gmail.com

Dear Anubhav,

I am pleased to offer you a position as an Associate Trainee starting March 01, 2016. We are enthusiastic about the contribution that you can make to the Triniti Advanced Software Labs., both in the short term and well into the future. We feel that we are uniquely positioned to allow you to both pursue your personal interests as well as leverage your skills in our consulting and product development practices.

1. I have the pleasure in issuing you a letter of appointment with Triniti Advanced Software Labs Private Limited (TASL), the details of which are as under:

Post:	Associate Trainee
Employee Number:	To be assigned upon joining
Level:	High Technology Practice
Location:	Hyderabad, India
Reporting to:	Rajat Baronia
Start Date:	March 01, 2016

This appointment is subject to the terms and conditions contained in this letter and such other terms and conditions of service for the Company, as may be in force from time to time.

Your total starting package, potentially valued at Rs 10,30,000.00 for the first year and comprises the following:

Gross Salary	Rs 7,80,000.00
Training	Rs 250,000.00
Total	Rs10,30,000.00

Please note that your place of posting is **Hyderabad, India.**

Triniti Advanced Software Labs Pvt. Ltd.
1st Floor
Ashoka My Home Chambers
1-8-301 to 303, S.P. Road
Hyderabad 500 003
INDIA
T: (91) 40 2 7893939
F: (91) 40 2 7893938

2. Salary

Your monthly gross remuneration is Rs.65,000/- gross per month (Rupees SixtyFive thousand per month) or Rs. 7,80,000/- gross per annum (Seven Lakhs Eighty thousand per annum), which is constituted of the following: Basic Salary, House Rent Allowance, Fixed and Flexible Allowance Components apart from contribution to Provident Fund. Determination of the precise value of each component of your gross remuneration will have to be determined by you during your first two weeks of employment. In addition, you will be eligible for hospitalization insurance/coverage for self/spouse/children and accident insurance coverage of Rs. 10,00,000. The coverage breakdown is as follows: Rs.5,00,000 maximum liability for Medical Claims and Rs. 5,00,000 maximum liability for Accident Claims.

Professional Development Plan - Once you have accepted our offer, we would create your Professional Development Plan that includes a formal Expectations Agreement whereby both yours and Triniti Advanced Software Labs expectations for career development are outlined.

We at Triniti Advanced Software Labs feel it not only important that you satisfy our expectation and development criteria, but also that we satisfy your requirements for both personal and professional career growth. Your potential career path has been outlined below.

Career Path at Triniti

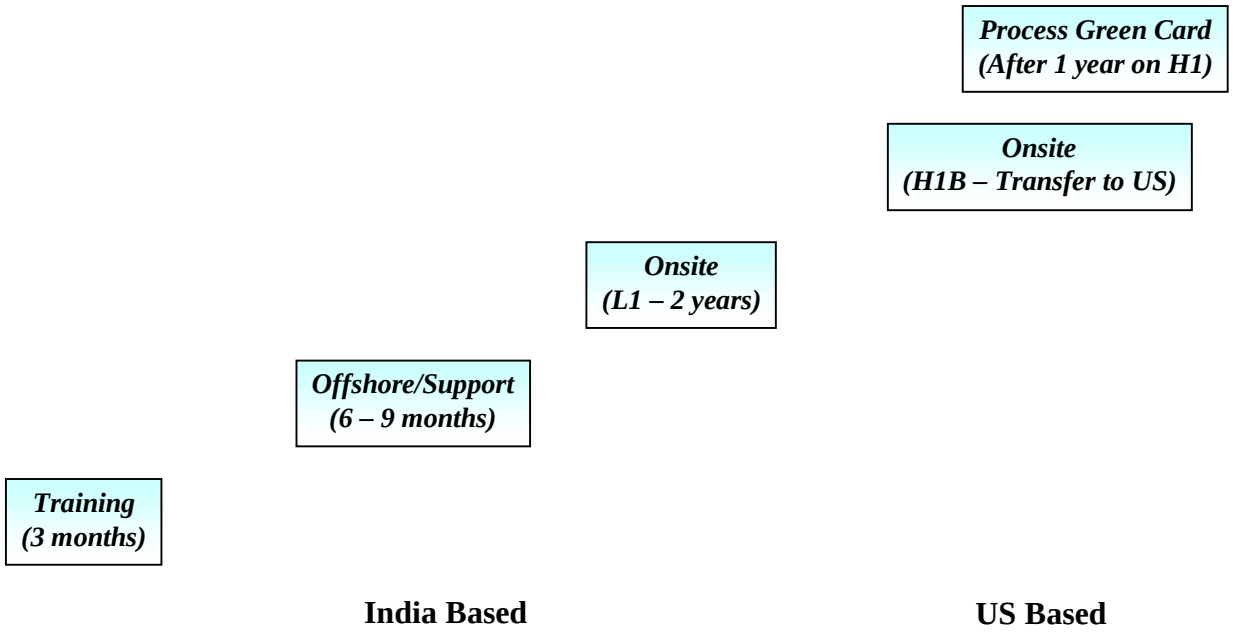

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3. Incentive and Career Path

You will also be eligible to receive a performance-related incentive as per the Company's scheme and project targets based on your performance and the Company's performance. Payment of this performance incentive will made at the sole discretion of the Company. The Employee's performance related bonus in the past has ranged from 0-33% of the annual base salary.

-

4. Hours of Work

Your normal work hours are expected to be 40 hours per week, exclusive of lunch breaks. Your Project Leader or Director will notify the exact timings of your office. Occasional additional hours may be required for meeting deadlines. No overtime shall be paid, however, such additional hours shall be accounted for in the determination of your performance incentive (See Item 3. Incentive and Career Path).

5. Provident Fund/Gratuity

You will be a member of the Company's Provident Fund and gratuity schemes that have been formulated. The benefits will accrue upon your Company start date. The contribution from the Company will be calculated at 12% of the basic or Rs.1800 per month provided your basic salary is a minimum of Rs.15,000/-

6. Annual Leave / Sick Leave

You will be entitled to annual leave / sick leave as per the leave regulations of the Company.

7. Probation, Notice, Discipline and Pay Increase

You will be on Probation for a period of six (6) months from the date of commencement of your service. This period may be extended for an additional amount of time at the sole discretion of the Company. Upon completion of the probationary period, provided that your services have been satisfactory as determined by the Company, the Company will confirm your appointment in writing. Should you elect to voluntarily terminate your employment during the six-month probationary period, you may do so. However, a one month advance notice of your resignation will be required. A voluntary resignation any time after confirmation of your appointment will require two months advance notice to the Company.

- On confirmation of your service, you or the Company may terminate your employment at one month's notice in writing or salary in lieu.
- If you are guilty of serious misconduct, the Company has the right to dismiss you without notice or to suspend you from duty without salary.
- If any declaration/information regarding your academic background and/or work experience, etc…furnished by you proves to be false, or if you are found to have suppressed any material information, you will be subject to dismissal from service for any other action that the Company may deem necessary.

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- Pay increases or the like are not automatic but will be based solely on efficient, satisfactory and loyal discharge of duties as assessed by our performance appraisal system.

8. You will not engage in any other gainful occupation without the written consent of the Company.

9. All files, software programs, records, documents, drawings, specifications, equipment, and similar items relating to the business of the Company, whether they are prepared by employee or come into the employee's possession in any other way and whether or not they contain or constitute trade secrets owned by the Company, are and shall remain the exclusive property of the Company and shall not be removed from the premises of the Company, either electronically or otherwise, under any circumstances whatsoever without the prior written consent of the Company.

10. Employees shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this agreement or at any time thereafter.

11. You agree that the names and addresses of the Company's customers constitute trade secrets of the Company and that the sale or unauthorized use or disclosure of any of the Company's trade secrets obtained by you during the term of your employment constitutes unfair competition. You agree and promise not to engage in any unfair competition with the Company. For a period of twenty four (24) months immediately following your termination of employment, you shall not directly or indirectly make known to any person, firm or corporation the names or addresses of any of the customers of the Company or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit or take away any of the customers of the Company on whom you called on or with whom you became acquainted with, or the names and addresses of which you learned, saw, or became familiar or acquainted with during the term of your employment, either on behalf of yourself, or for any other person, firm or corporation.

'12. During the period of your employment you may be transferred to any other work center in the interest of the Company or may be required to undertake temporary duties in places other than those in which you are ordinarily engaged to work and you will be paid for the expenses incurred in such relocation.

13. An employee's departure from the Company prior to twelve (12) months will result in reimbursement to the Company of training course fees. After twelve(12) months employment, employees are required to reimburse costs of training incurred six(6) months prior to their departure from the company.

Contingencies – This offer of employment is based upon your agreement to remain an employee of TASL for a minimum of 2 ½ years from March 01, 2016. Please note however you will be subject to 6 months probationary period. During this period, you will be responsible for self-management and day-to-day client relations, but there will be frequent oversight by Triniti Advanced Software Labs Principals and/or Partners. At the successful conclusion of the probation period, your first semi-annual review will be conducted.

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Additionally, departure from Triniti Advanced Software Labs prior to 18 months, will result in forfeiture of the following: Training Course fees, Un-allocated Performance Bonuses. Departure from Triniti Advanced Software Labs after 18 months, but prior to the required Two and half (21/2) year tenure will result in a prorated forfeiture of the above entitlements.

In exchange for Triniti Corporation/TASL incurring the costs to sponsor your H1B Visa and Permanent Residence (Green Card) you will be required to enter into a Retention Agreement which includes a provision that that you will not resign your employment within one year after issuance of the H1B Visa. In addition, where the company files the appropriate documents for the Green Card, that you will not voluntarily resign your employment at any time during your application for the Green Card is pending. The retention agreement also requires that you not voluntarily resign your employment with Triniti within one year after the Green Card issues.

Anubhav, please bear in mind that over the next 2 ½ years, you will have the opportunity to be part of a highly energetic, capable team, and help direct the future of a growing enterprise. Not only is Triniti Advanced Software Labs not restricted to a single business software solution, we are developing leading edge products that will help define the future marketplace.

Of course, it is up to you to decide what level of performance with which you would be satisfied. Each level requires more responsibilities and a fuller set of skills, with commensurate salary raises and performance bonuses.

Please send a signed original copy to this address: Triniti Advanced Software Labs Pvt Ltd, ATTN: Jyothika Singh, Office Assistant, 1st Floor, Ashoka My Home Chambers, S P Road, Secunderabad. I look forward to a mutually fruitful and continued working relationship with you.

For Triniti Advanced Software Labs Pvt Ltd

Anantha Padmanabhan
Director – Operations.

I hereby confirm acceptance of the above:

Accepted: _____ Start Date: _____

Date:

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Pay Structure for the financial year 2015-2016

	Monthly		Annual	
Gross Salary	63,200		758,400	
Earnings				
Basic Salary	25,280		303,360	40% of Salary
House Rent Allowance	10,112		121,344	40% of Basic Salary
Conveyance	800		9,600	Standard
Medical	1,250		15,000	Employee option upto a maximum of Rs.1250/-
Telephone	1,000		12,000	Employee option upto a maximum of Rs.1000/- and land line only considered (No Internet Charges are allowed)
Children Education	-		-	Employee option upto a maximum of Rs.100/- per child for education and Rs.300/- per child for boarding and maximum of 2 children
Leave Travel Assistance	-		-	Subject to actual bills and the same is allowed twice in a block of 4 years
Other Allowances	24,758		297,096	Balance amount remained after allocating all the above allowances
Sub Total	**63,200**		**758,400**	
Provident Fund	1,800		21,600	12% of Basic Salary or Rs.1800/- Maximum
Payroll Gross	**65,000**		**780,000**	
Gratuity	1,215		14,585	15 days of Basic Salary for every year of completion
Lunch Facility	946		11,352	Food expenses paid by Employer
Medical Insurance	583		7,000	Medical Insurance Premium paid by Employer
Cost to the Company	**67,745**		**812,937**	CTC

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

March 4, 2016

Neha Jain
Hyderabad

Dear Neha,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the **Analyst** role.

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. **Commencement Date**

   a. Your employment with the Company commences on **March 7, 2016**.

2. **Initial Position, Work Description, Title Use and Work Base**

   a. Your work base at commencement of your employment will be **Hyderabad**. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

   b. The Company reserves the right to re-designate or revise your Position or work description at any time by a written notice to you.

   c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise

   d. Where agreed by your reporting manager, the Company may permit you to use titles or designations solely for external representation purposes. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. **Remuneration**

   a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

   b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company. Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time.Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

   c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

Thomson Reuters International Services Private Limited
Solitaire, Plot No. 14 & 15
Software Units Layout, Madhapur,
Hyderabad – 500081
CIN: U74999MH2003PTC138509

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O +91 40 3074 0000
F +91 40 6714 1000
F +91 40 3714 1000

Regd. Office: Unit 2A, 8th Floor, 'A' Wing, Prism Towers, Mindspace, Off New Link Road, Goregaon (W), Mumbai, 400062

thomsonreuters.com

4. **Probation**

   a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

   b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

   c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. **Statutory Benefits**

   a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time

6. **Leave**

   a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment".

7. **Information Provided By You, Reference Checks, Background Checks**

   a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

   b. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

   c. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

   d. You shall submit to the Thomson Reuters human resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment

8. **Code of Conduct**

   a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

      The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

      You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. **Changes to the Terms and Conditions of Employment Applying To You**

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. **Confidentiality**

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. **Intellectual Property Rights**

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV.

12. **Termination**

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least **30 days (Notice Period)** or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 9 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least **30 days**.

13. **Company Policies**

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. **Notice Pay Reimbursement (if applicable).**

Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that:

a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15. Your employment will be governed by the laws of India.

16. **General**

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to human resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

Please return to us a copy of this letter duly signed by you as a token of your acceptance of employment with us on the terms and conditions set out in this letter (and the other relevant documents).

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been in touch.

Yours faithfully

For Thomson Reuters International Services Private Limited

Catriona Mackness
Head of HR Operations, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Neha Jain
Analyst

Annexure I - Total Rewards (A + B + C + D)

Name : Neha Jain **Title : Analyst**
Reporting Manager : Vinod Krishna A **Department : Corporate**

A - Base Pay (Total Fixed Pay)

Particulars/Component:(Refer Components of the Total Rewards, Terms (a))	**Amount INR**
Basic (per annum)	180,000
Flexible Pay (per annum)	215,067
Provident Fund (12% Basic Salary) (per annum)	21,600
Base Pay (Total Fixed Pay)	**416,667**

B - Variable Pay

Target bonus Annual Incentive Plan:

- Apart from the Base Pay (Total Fixed Pay) components as specified above, you are eligible to participate in our Variable Pay **AIP** Plan, subject to the criteria of the then applicable incentive plan of the company
- This is a discretionary bonus plan based on Company & personal objectives with a payout of **8.00%** of the Base Pay (Total Fixed Pay). The potential variable pay amount INR **33,333** (An indicative amount only) on a full year basis
- Please note that the payout under this plan will always be according to the company's applicable incentive plan as may be revised and circulated every year.

C - Statutory Benefit

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shall be eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the total gratuity payment will not exceed the amount that the PGA sets out as the limit; and (b) if the PGA changes such that any of the eligibility, limit or method of calculation of payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the terms of payment of gratuity in accordance with its then applicable policies

D - Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 50,000 is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)*
Employee's Group Personal accident insurance Policy (GPA)):	Insurance covers disability & death due to accident. Total Sum Cover: On Duty = 5 times of Base Pay (Total Fixed Pay) Off Duty = 4 times of TFP (Total Fixed Pay)

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part

For **Thomson Reuters International Services Private Limited** **ACKNOWLEDGED AND AGREED**

Catriona Mackness
Head of HR Operations, India

Neha Jain
Date: March 4, 2016

*Please refer the Flexi pay document to understand the terms & conditions

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

For **Thomson Reuters International Services Private Limited**

Catriona Mackness
Head of HR Operations, India
Date: March 4, 2016

ACKNOWLEDGED AND AGREED

Neha Jain
Analyst
Date: March 4, 2016

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Duly filled Employee Personal Profile, Reference, Health (self) declaration, Medical Insurance - Dependants Details Forms.
- Date of Birth Proof (SSLC Marks Card or Birth Certificate).
- Copies of Degree certificates.
- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof (Copy of passport, Pan Card, Driving License).
- 3 Passport Size Photographs in White background.
- **Permanent account number or proof of having applied for it.**
- Affidavit submitted by the employee stating that the documents furnished are true copies and the information therein is true to the best of his knowledge and no criminal proceedings are pending against him.
- Form of Employee Acknowledgement - Code of Ethics.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS AND GENERAL EMPLOYMENT TERMS

I **Neha Jain**, hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

(a) Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at **https://thehub.thomsonreuters.com**, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature : .....

Name : Neha Jain

Title : Analyst

Date of Signature : March 4, 2016

THOMSON REUTERS

Annexure IV

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Intellectual Property related Undertaking

By this undertaking **(Undertaking)**, I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I:

   i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and

   ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.

   The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

ACKNOWLEDGED AND AGREED

Signature :.....

Name : Neha Jain

Date of Signature : March 4, 2016

To,

Yashita Pathak **18th November 2015**

yashi1908@gmail.com

+91 97293 22456

Dear Yashita**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – Customer Support" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as an executive in the same department.

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Yashita Pathak

Designation: Management Trainee – Customer Support

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

To,

Saranya Nair **18th November 2015**

saranyanair@gmail.com

+91 97054 48819, +91 82695 24711

Dear Saranya**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – Customer Support" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as an executive in the same department.

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Saranya Nair

Designation: Management Trainee – Customer Support

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

To,

Saniya Husain **18th November 2015**

saniyakamal.sk@gmail.com

+91 96420 81389

Dear Saniya**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – CSC" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as "Customer Success Consultant".

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Saniya Husain

Designation: Executive – CSC

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

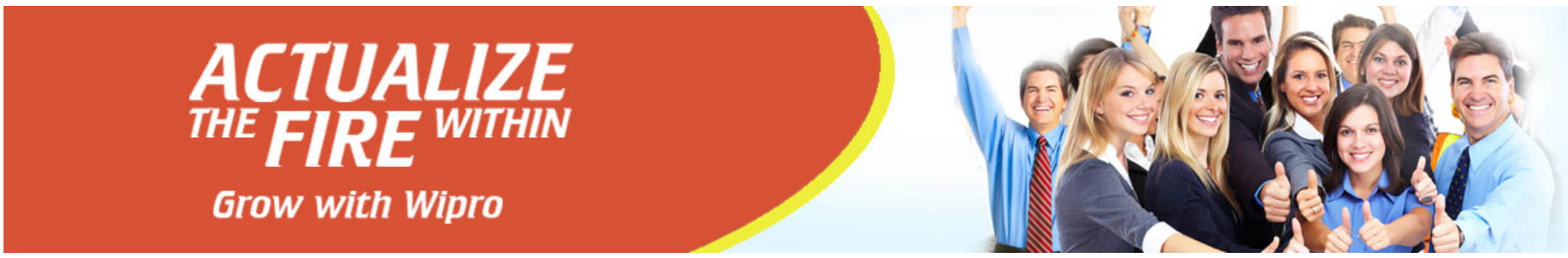

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Tripti**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Tripti Gopal Gupta
House no - 346, Sector 16A,
Opposite Sant Nirankar Public School,
Faridabad, Haryana - 121002,
India.

Dear **Tripti,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 21,875.00** per month.
   b. Variable pay of **Rs. 4,688.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 3,244.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.

e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
You will be entitled to the following :
a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**
a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
   i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
   ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
   iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Tripti Gopal Gupta**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B2**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **25 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 62,501.00**

Components	Figures (in INR per month)
BASIC	21,875.00
HOUSE RENT ALLOWANCE	10,938.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,369.00
ADDITIONAL ALLOWANCE	3,244.00
PROVIDENT FUND	2,625.00
GRATUITY	1,162.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	4,688.00
TARGET COST TO COMPANY (TCTC)	62,501.00
TCTC (PER ANNUM)	750,012.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.
Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.
Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A

nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:
QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Tripti Gopal Gupta**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530280 Date: 09-May-2016

Dear **Tripti Gopal Gupta**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Gupta, Tripti
Offer electronically accepted on: May 9, 2016 6:16 PM
Offer electronically accepted from: 182.64.136.57

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment.
Wipro is an equal opportunities employer.

© Wipro IT Business 2014

To,

Jyotsna Rawat **18th November 2015**

osheenrawat@gmail.com

+91 96402 41990

Dear Jyotsna**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – Customer Support" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as an executive in the same department.

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Jyotsna Rawat

Designation: Management Trainee – Customer Support

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

VANTAGE

Risk Advisory and Insurance Broking

4th January 2016

To,
Nitika Singh
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalii Road
HYDERABAD-501203,India

OFFER OF EMPLOYMENT

Dear Nitika,

We are pleased to inform that you are being offered the position of **"Consultant"** with our organisation. You are expected to join our **Bangalore Office** on 1st March 2016. The annexure contains the compensation details. You shall be reporting to Madhusudhan Rao.

Probation Period: You shall be on a probation period of 6months from the date of joining, at the end of which, subject to satisfactory performance, you shall be confirmed according the process of the organisation.

On joining, you are requested to furnish the following documents:

1. Your Provident Fund Number – if applicable
2. Photocopies of all certificates (including your qualification and date of birth certificate along with the originals for verification).
3. Work Experience Certificate from your previous employer.
4. Letter of acceptance of your resignation and relieving letter from your previous employer – if applicable.
5. Three copies of your I-Card size photograph.
6. Photocopy of PAN Card
7. Photocopy of Driving License / Election Card.
8. Blood Group.

Please sign one copy of this letter as an acknowledgement of acceptance of this offer and return it to us.

We welcome you to the Vantage family and look forward to a lasting, mutually benefitting & rewarding relationship.

Warm Regards

For Vantage Insurance Brokers and Risk Advisors Pvt. Ltd.

Pooja Kulkarni
Human Resources

VANTAGE

Risk Advisory and Insurance Broking

VANTAGE INSURANCE BROKERS & RISK ADVISORS PVT. LTD.		
Nitika Singh		
Consultant		
With effect from 1st March 2016		
CTC Structure	**Per Month**	**Per Annum**
Basic	22,000	2,64,000
HRA	16,500	1,98,000
LTA	8,360	1,00,320
Conveyance	5,500	66,000
Gross Salary	**52,360**	**6,28,320**
Employer's Contribution to PF @ 12% of Basic	2,640	31,680
Total Earnings	**55,000**	**6,60,000**
Performance Linked Variable Pay	**5,000.00**	**60,000**
Reimbursements		
Mobile	1,750	21,000
Conveyance (at actuals)	1,750	21,000
CTC	**63,500**	**7,62,000**

Note:

1. **Mediclaim Insurance** of INR 2 Lacs shall be provided to you in a Family Floater mode where you can cover in addition to self; three other family members.

2. Personal Accident Insurance of INR 10 Lacs shall be provided to you covering Accidental Death, Permanent Partial & Total Disability.

3. You shall also be covered under **Group Term Life Policy** of three times Gross annual salary subject to minimum of INR 7.5 Lacs and **Employee Deposit Linked Insurance Policy** of 3.62 Lacs.

4. Performance Linked Variable Pay payout shall be based on your, branch & organisation's performance as per the Variable pay policy.

5.Conveyance expenses shall be reimbursed at actuals, subject to the maximum of amount mentioned above.

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Surjit**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of practices. This would come in handy to help you settle in at work. Also, we have especially designed an in introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what yo
your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the W
day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check

APPOINTMENT LETTER

09-May-2016

Surjit Mishra
C/O Proff.Antaryami Mishra,,
Mechanical Engineering Dept,IGIT Sarang,
Dhenkanal, Orissa - 759146,
India.

Dear **Surjit,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Pune**, in **Consulting Stream** or as the management shall from time to time determine. Please note that the employment terms contained in to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-20** communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment probation period, your appointment shall be confirmed and communicated to you in writing if t to be suitable for the appointed post. Unless confirmation is communicated in writing, you deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate C you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' r You may be required to operate from any of these locations and in any of the shifts, including decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricula down by the university/institution for award of the degree/diploma and the requirements, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 22,604.00** per month.
   b. Variable pay of **Rs. 4,844.00**. The details of the current program are attached in the Annexure-I
   c. Additional Allowance of **Rs. 3,771.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as mod you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of p

b. Perquisites, if any, as applicable to your category of employees and/or based on functi determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicabl employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once withi of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory M Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employee plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of yo responsibilities and ensure results. There may be times when you will be expected to work extr above when the job so requires. In this connection, you are required not to engage in activities an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed t the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expec policies of Wipro including the Code of Business Conduct as they form an integral part of the with Wipro. Consequently, you are required to understand the scope and intent behind these p with the same. These policies are updated/modified on a periodic basis and new policies m notified to employees from time to time whereupon you will be required to comply with the sam
   d. Consistent with (c) above, any matter or situation or incident that may arise that could pot resulted, in any violation of the policies or the terms of your employment, shall immediately be of your Business Unit Head.

5. **CONFLICT OF INTEREST**
   a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not tal or individual assignments (whether part time or full time, in an advisory capacity or otherwise without the express written consent of your Business Unit Head.
   b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any i any services for any person who is involved in activities, which are or shall be in conflict with th
   c. The Conflict of Interest Policy also refers to the need on your part, during your employment a year from the cessation of your employment with Wipro (irrespective of the circumstances of, c cessation) not to solicit, induce or encourage:
      i. Any employee of Wipro to terminate their employment with Wipro or to accept e

competitor, supplier or any customer with whom you have a connection.

ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third par business relationship with Wipro.

iii. Any existing employee to become associated with, or perform services of any type for any

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, t position on this and resolve the conflict.

6. **CONFIDENTIALITY**

a. In consideration of the opportunities, training and access to new techniques and know how that to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, pl maintain all Confidential Information (as defined from time to time in the Confidentiality Polic secret and confidential and do not use or disclose any such Confidential Information except as r obligation of law or as may be required by Wipro in the course of your employment. This covena your employment and also after cessation of your employment with Wipro (irrespective of the the reasons for, cessation).

b. In your work for Wipro, you will be expected not to use or disclose any confidential inform secrets, of any former employer or other person with whom you have an obligation of confider below you affirm that you have no conflicting obligations or non-compete agreements that wo working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discove improvements (including without limitation legal documents, training materials, computer soft materials) developed or conceived by you solely or jointly with others (whether or not during bus related to the company's business or that results from work that you perform for the company or equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectua

8. **NON-COMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients process you would be handling sensitive information including but not limited to information of key competitor information, customer sensitive information ('Confidential Information'). You acknowled Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its p importance to Wipro. You confirm that for a period of six (6) months after separation of your em (irrespective of the circumstances of or the reason for the separation), you will not accept any offer customer or client with whom you have interacted or worked in a professional capacity representing (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any m you have, you will be liable to be removed from service without any prior notice. Please note th inform us if there are any agreements, oral or written, which you have entered into and which r your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if a this Agreement are declared or found to be void or unenforceable due to any reason whats provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if ar you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial ord services required under this agreement. In the event that you are not a citizen of the country have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies updated/modified on a periodic basis and new policies may be introduced and notified to em time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior probationary period and two month's prior written notice on confirmation of employment. Wipro reser recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such da even prior to the expiry of the notice period. However, if the management desires the empl employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before y correspondence, specifications, formulae, books, documents, cost of data, market data, literature, dra not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Surjit Mishra**	Location:	**Pune**
Position:	**Business Analyst**	Career Group:	**GROUP B2**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **30 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 64,584.00**

Components	Figures (in INR per month)
BASIC	22,604.00
HOUSE RENT ALLOWANCE	11,302.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,551.00
ADDITIONAL ALLOWANCE	3,771.00
PROVIDENT FUND	2,712.00
GRATUITY	1,200.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	4,844.00
TARGET COST TO COMPANY (TCTC)	64,584.00
TCTC (PER ANNUM)	775,008.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will b
of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the sa

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and ar
period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission
Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits r Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exempti are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allow under WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on I please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towar hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per ann prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid conne under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for I WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum c eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This w Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is inte between the personal interest of an employee and the interest of the company in dealing with the suppli other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organizatio dealings with the company, where there is an opportunity for preferential treatment to be given or r such an interest comprises securities in widely held corporations which are quoted and sold on open is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, from or to the company or any affiliate or to any company, firm or individual who is or is seeking to b supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consulta or organization doing or seeking to do business with the company or an affiliate except with the kno top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or (other than with established banking or financial institutions), services, excessive entertainment and than nominal value from any individual or organization, doing or seeking to do business with the comp

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Tra Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") i trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, whil Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Com As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): E communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, perf discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from th
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, ex know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securitie when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actic suspension, termination of employment on employees involved in Insider Trading. Insider trading also att criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties l will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclos number of securities acquired or disposed of within two trading days of the transaction if the value of

whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded
lakh rupees.

**For more details on procedures and guidelines, employees are requested to refer Wipro's
Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.**

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your ch
Rs. 15,000 per annum.
The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicate
month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at
claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from
financial year) will be reimbursed towards domiciliary treatment of specified illnesses for fa
children).There would be a nominal contribution per month from you as mentioned below towards this

    * Rs. 5 - Contribution in case of single individual
    * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of r
you and your family in case you are struck by an illness of catastrophic nature which involves huge e
may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as l
This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) tow
nominal deduction per month as mentioned below is made towards contribution for the medicl
hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employe
not apply if the hospitalization is in a Preferred Mediassist Network hospital.

    * Rs. 230 - Contribution in case of single individual
    * Rs. 480 - Contribution in case you are married

    If the employee wishes to enhance the coverage, Top up cover option is also available wherein one
additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on t

on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalizati Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 1(payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retireme
Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children c unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before ret death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payab as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is re installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken ab liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy an planning your retirement. Starting contribution to pension plan at an early age gives you enough time building your retirement corpus and leverage the compounding interest earned by the corpus year on yea choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension S within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI c scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked S which offers you a market linked return, range of fund options to suit your risk appetite and transparent fun The enrollment option can be exercised only once in the service with the organization and cannot be reve enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the sc member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to r to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceedi year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pens salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving fam eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked In fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of th for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occu outside of work resulting in partial or total disablement or casualty. Even on temporary disability du compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an o Group Personal Accident Insurance cover by an additional 50% of the current sum assured for negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI. The policies mentioned here are policies of the Company as on date, and this is subject to change in future Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which w quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC p to vary as per the performance on the these parameters. The QPLC program may be changed/altered or r thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY AC

I **Surjit Mishra**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wi purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verificatior
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future refe authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wi identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1543970 Date: 09-May-2016

Dear **Surjit Mishra**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months fro joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of comm email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Mishra, Surjit
Offer electronically accepted on: May 10, 2016 11:02 AM

Offer electronically accepted from: 59.92.65.9

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

© Wipro IT Business 2014

To,

Deepak V **18th November 2015**

varadarajandeepak@gmail.com

+91 91603 10116

Dear Deepak**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – Customer Support" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as an executive in the same department.

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Deepak V

Designation: Management Trainee – Customer Support

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

To,

Avinab Sengupta **18th November 2015**

avinabsengupta3107@gmail.com

+91 90886 70245

Dear Avinab**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – Customer Support" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as an executive in the same department.

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Avinab Sengupta

Designation: Management Trainee – Customer Support

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

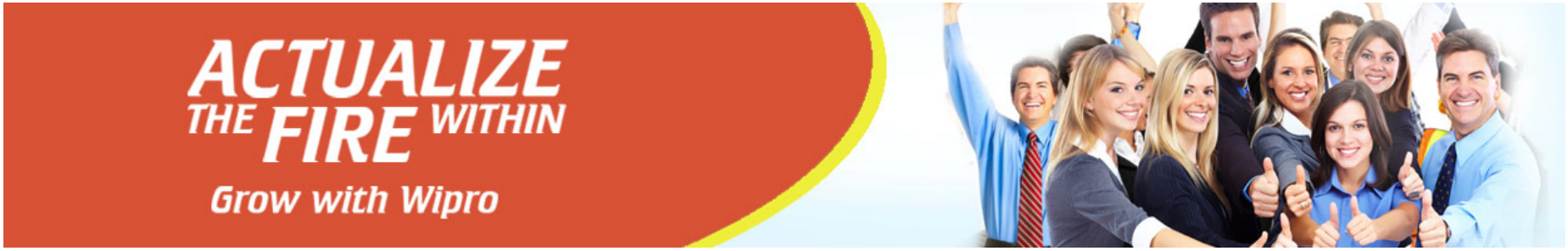

Shyam Ramasubramanian, you are signed in. | My Account Options My Job Cart (0 items) | Sign Out

Job Search My Jobpage Offers

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Shyam**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, it practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactiv

introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR

APPOINTMENT LETTER

09-May-2016

Shyam Kumar Ramasubramanian
C/O K.V.R Subramanian, D1-806, Kendriya Vihar Phase -III,

Hydershahkote village, Rajendra Nagar Mandal, Ranga Reddy district,
Hyderabad, Andhra Pradesh - 500091,
India.

Dear **Shyam,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Pune**, in **Consulting Stream** or in any
as the management shall from time to time determine. Please note that the employment terms contained in this lett
to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unle
   communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On con
   probation period, your appointment shall be confirmed and communicated to you in writing if the Comp
   to be suitable for the appointed post. Unless confirmation is communicated in writing, your proba
   deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any
   department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company
   you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on
   You may be required to operate from any of these locations and in any of the shifts, including night sh
   decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular require
   down by the university/institution for award of the degree/diploma and the requirements, includi
   specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified an
   you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effectiv

and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional rec determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to you employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 mor of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comp plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your abilit responsibilities and ensure results. There may be times when you will be expected to work extra hours above when the job so requires. In this connection, you are required not to engage in activities that hav an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel ex the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to co policies of Wipro including the Code of Business Conduct as they form an integral part of the terms c with Wipro. Consequently, you are required to understand the scope and intent behind these policies with the same. These policies are updated/modified on a periodic basis and new policies may be i notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially resulted, in any violation of the policies or the terms of your employment, shall immediately be brough of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up an or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directl without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest any services for any person who is involved in activities, which are or shall be in conflict with the intere
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the re cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with a supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third pa
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to under position on this and resolve the conflict.

6. **CONFIDENTIALITY**
    a. In consideration of the opportunities, training and access to new techniques and know how that will be r to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please en maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the secret and confidential and do not use or disclose any such Confidential Information except as may be r obligation of law or as may be required by Wipro in the course of your employment. This covenant shall your employment and also after cessation of your employment with Wipro (irrespective of the circum the reasons for, cessation).
    b. In your work for Wipro, you will be expected not to use or disclose any confidential information, i secrets, of any former employer or other person with whom you have an obligation of confidentiality, below you affirm that you have no conflicting obligations or non-compete agreements that would prev working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
    In connection with your employment and during the term of your employment upon conception or creat disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, te improvements (including without limitation legal documents, training materials, computer software a materials) developed or conceived by you solely or jointly with others (whether or not during business h related to the company's business or that results from work that you perform for the company or using t equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Proper

8. **NON-COMPETE**
    In the course of your employment with Wipro you will be providing services to customers or clients of Wipro process you would be handling sensitive information including but not limited to information of key custom

competitor information, customer sensitive information ('Confidential Information'). You acknowledge and Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protectio importance to Wipro. You confirm that for a period of six (6) months after separation of your employme (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of emplo customer or client with whom you have interacted or worked in a professional capacity representing Wipro (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material i you have, you will be liable to be removed from service without any prior notice. Please note that you a inform us if there are any agreements, oral or written, which you have entered into and which may rela your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, betw you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from services required under this agreement. In the event that you are not a citizen of the country of postir have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These updated/modified on a periodic basis and new policies may be introduced and notified to employees time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it even prior to the expiry of the notice period. However, if the management desires the employee to employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, e not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appoint
submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Shyam Kumar Ramasubramanian**	Location:	**Pune**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligibl of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed f
period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent
Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills
Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under
be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding
Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Pla
expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules ap
you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for b
are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/be
under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income
   please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broad
   hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum und
   prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections
   under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemp
   WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 chil
   eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be o
   Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to
between the personal interest of an employee and the interest of the company in dealing with the suppliers, cust
other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which
   dealings with the company, where there is an opportunity for preferential treatment to be given or received,
   such an interest comprises securities in widely held corporations which are quoted and sold on open market
   is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities
   from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become
   supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of an

or organization doing or seeking to do business with the company or an affiliate except with the knowledge a top management.

4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any oth concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other pa (other than with established banking or financial institutions), services, excessive entertainment and travel or than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in pos Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's S As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the C in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certa employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the follow a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on know basis.

b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts se criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the number of securities acquired or disposed of within two trading days of the transaction if the value of the sec whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code o Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates averag month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (s children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonab you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses

may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid dowr
This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hos
nominal deduction per month as mentioned below is made towards contribution for the mediclaim ber
hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. Howe
not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can inc
additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy
on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a
Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. T
payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 year

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or w
Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an em
unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of
of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement
death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per m
as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. T primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lowe can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free li your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a s scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superann which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund manag The enrollment option can be exercised only once in the service with the organization and cannot be reversed on enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme se member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict th to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1 year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' con salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
   In the unfortunate event of death on account of either accidents or natural causes, your surviving family mem eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance

fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the curren for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring wh outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to ac compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case o accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nomir negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myW accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:
QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout ar to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the qua the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligi under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 200

I **Shyam Kumar Ramasubramanian**, confirm that I am voluntarily sharing my Personal Information with ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action r context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/v authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1543984 Date: 09-May-2016

Dear **Shyam Kumar Ramasubramanian**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that yo e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communicatio email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will ge you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Ramasubramanian, Shyam
Offer electronically accepted on: May 9, 2016 5:22 PM
Offer electronically accepted from: 122.178.20.229

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

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VANTAGE

Risk Advisory and Insurance Broking

4th January 2016

To,
Aniket Shrivastava
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalii Road
HYDERABAD-501203,India

OFFER OF EMPLOYMENT

Dear Aniket

We are pleased to inform that you are being offered the position of **"Consultant"** with our organisation. You are expected to join our **Hyderabad Office** on 1st March 2016. The annexure contains the compensation details. You shall be reporting to Gaurava Gupta.

Probation Period: You shall be on a probation period of 6months from the date of joining, at the end of which, subject to satisfactory performance, you shall be confirmed according the process of the organisation.

On joining, you are requested to furnish the following documents:

1. Your Provident Fund Number – if applicable
2. Photocopies of all certificates (including your qualification and date of birth certificate along with the originals for verification).
3. Work Experience Certificate from your previous employer.
4. Letter of acceptance of your resignation and relieving letter from your previous employer – if applicable.
5. Three copies of your I-Card size photograph.
6. Photocopy of PAN Card
7. Photocopy of Driving License / Election Card.
8. Blood Group.

Please sign one copy of this letter as an acknowledgement of acceptance of this offer and return it to us.

We welcome you to the Vantage family and look forward to a lasting, mutually benefitting & rewarding relationship.

Warm Regards

For Vantage Insurance Brokers and Risk Advisors Pvt. Ltd.

Pkulkarni

Pooja Kulkarni
Human Resources

VANTAGE

Risk Advisory and Insurance Broking

VANTAGE INSURANCE BROKERS & RISK ADVISORS PVT. LTD.		
Aniket Shrivastava		
Consultant		
With effect from 1st March 2016		
CTC Structure	**Per Month**	**Per Annum**
Basic	22,000	2,64,000
HRA	16,500	1,98,000
LTA	8,360	1,00,320
Conveyance	5,500	66,000
Gross Salary	**52,360**	**6,28,320**
Employer's Contribution to PF @ 12% of Basic	2,640	31,680
Total Earnings	**55,000**	**6,60,000**
Performance Linked Variable Pay	**5,000.00**	**60,000**
Reimbursements		
Mobile	1,750	21,000
Conveyance (at actuals)	1,750	21,000
CTC	**63,500**	**7,62,000**

Note:

1. **Mediclaim Insurance** of INR 2 Lacs shall be provided to you in a Family Floater mode where you can cover in addition to self; three other family members.

2. Personal Accident Insurance of INR 10 Lacs shall be provided to you covering Accidental Death, Permanent Partial & Total Disability.

3. You shall also be covered under **Group Term Life Policy** of three times Gross annual salary subject to minimum of INR 7.5 Lacs and **Employee Deposit Linked Insurance Policy** of 3.62 Lacs.

4. Performance Linked Variable Pay payout shall be based on your, branch & organisation's performance as per the Variable pay policy.

5.Conveyance expenses shall be reimbursed at actuals, subject to the maximum of amount mentioned above.

To,

Aakriti Gupta **18th November 2015**

ag281092@gmail.com

+91 95425 48449

Dear Aakriti**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "Management Trainee – Inside Sales" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months. Based on your successful performance, you would be confirmed as "Executive - Inside Sales".

Below is a snapshot of your package at Zenoti:

- Compensation: Annual CTC would be Rs. 5,50,000/- (Indian Rupees Five Lakhs Fifty Thousands gross salary). The break-up is attached for your reference as Annexure to this letter.
- ESOP: 500 (Five Hundred) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.
- Medical Insurance: Medical coverage of Rs. 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Time Off/Vacation: Unlimited leaves - The focus is more on your accountability for completion of responsibilities.
- Rejuvenation & Wellness Benefit: Services worth Rs. 30,000/- annually to Spa/Salon/Gym for a healthy body and mind.
- Working hours: a five—day week, with nine-hour days (incl an hour for lunch), usually from 9.30am to 6.30pm.

We would like you to start on 1st March 2016. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by 19th November 2015. This offer is valid until EoD 19th November 2015.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Lekha Sishta

Vice-President - Talent

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter dt. 18th Nov 2015

Name: Aakriti Gupta

Designation: Executive – Inside Sales

Salary Break-up

Particulars	Monthly Amount in INR	Annual Amount in INR
Basic	22,917	2,75,000
HRA	9,167	1,10,000
Conveyance Allowance	1,600	19,200
Special Allowance	9,754	1,17,050
Gross Salary	**43,438**	**5,21,250**
Add: Reimbursements		
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,146	13,750
Total Reimbursement	**2,396**	**28,750**
Total Salary	**45,833**	**5,50,000**

For Zenoti,

Lekha Sishta

Vice-President - Talent

WELCOME TO WIPRO

04-May-2016

Dear **Barkha**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

04-May-2016

Barkha Ashok Sirohia
#103 block A,Arihant Garuda Apt.,17/2,
Policemanikam street,Ayanavaram,
Chennai, Tamil Nadu - 600023,
India.

Dear **Barkha,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
   b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
   c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
   d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
   e. Leave Travel Assistance as per the policy of Wipro.
   f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
   g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply

with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**
   a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
   b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
   c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
      i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
      ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
      iii. Any existing employee to become associated with, or perform services of any type for any third party.
   d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
   b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during

probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Barkha Ashok Sirohia**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Barkha Ashok Sirohia**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530268 Date: 04-May-2016

Dear **Barkha Ashok Sirohia**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

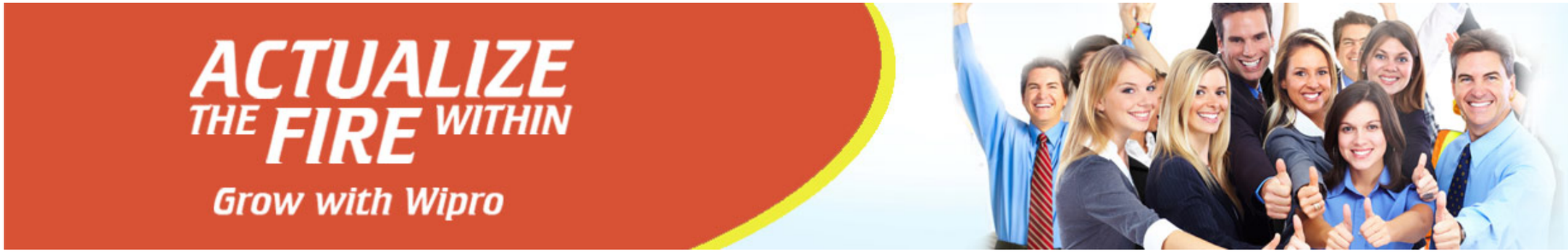

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Zeba**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Zeba Kalim
106 A, New park street,
B/45/H/5 Manoranjan roy chowdhury road,
Calcutta, West Bengal - 700017,
India.

Dear **Zeba,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis.

You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.

f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**

You will be eligible to receive the following:

a. Basic salary of **Rs. 18,958.00** per month.
b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
c. Additional Allowance of **Rs. 2,500.00** per month.
d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly

without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
    a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
    b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
    In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
    In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
    a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
    b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of

this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name: **Zeba Kalim** Location: **Bengaluru**
Position: **Business Analyst** Career Group: **GROUP B1**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **0 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
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ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Zeba Kalim**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following

purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526519 Date: 09-May-2016

Dear **Zeba Kalim**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada

Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Kalim, Zeba
Offer electronically accepted on: May 9, 2016 5:54 PM
Offer electronically accepted from: 1.23.161.238

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment.
Wipro is an equal opportunities employer.

© Wipro IT Business 2014

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Shruti Bansal
Flat no G1,Shree mukh Rocklevelz apt,
banjara hills road no 12,
Hyderabad, Andhra Pradesh - 500034,
India.

Dear **Shruti,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Pune**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**

    a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.

    b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.

    c. The retirement age is 58 years.

    d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

    e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis.

You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.

f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**

You will be eligible to receive the following:

a. Basic salary of **Rs. 18,958.00** per month.

b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.

c. Additional Allowance of **Rs. 2,500.00** per month.

d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.

e. Your salary will be reviewed periodically as per Wipro policy.

f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.

b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.

c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of

employees.

d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.

e. Leave Travel Assistance as per the policy of Wipro.

f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.

g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.

b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.

c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.

   iii. Any existing employee to become associated with, or perform services of any type for any third party.

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**

In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).

b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without

limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**

   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.

   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the

services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**

This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**

On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

I have read, understood and agree to accept the assignment on the terms and conditions herein.

I shall be reporting for duty on: __/__/____

Name: _____

Signature: _____

Date: __/__/____

Place: _____

SALARY OFFER

Name:	**Shruti Bansal**	Location:	**Pune**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
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   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

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3. **Non-transferable Food Coupons:**

An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

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An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

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Retirement Benefits:

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b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.

2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.

3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.

4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.

5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.

   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual

   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An

employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual

   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:

Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution

to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**

In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**

Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:
QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Shruti Bansal**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1543830 Date: 09-May-2016

Dear **Shruti Bansal**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

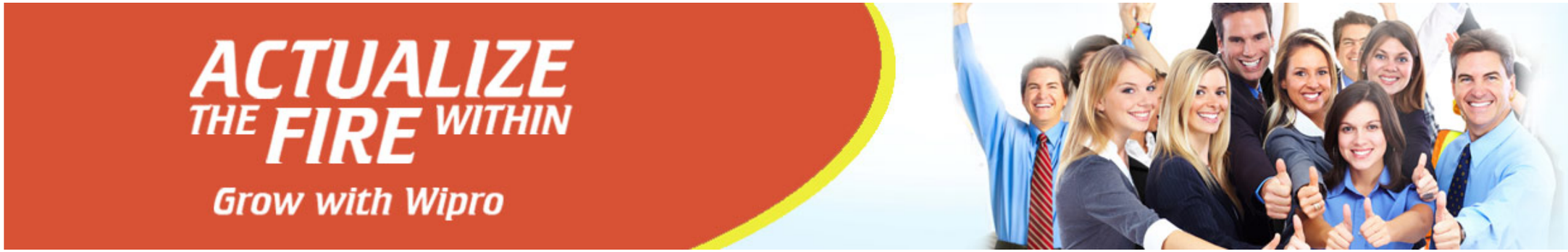

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Nikita**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Nikita Singh
D136 Shastri Nagar,
Meerut,
Meerut, Uttar Pradesh - 250001,
India.

Dear **Nikita,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
    a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
    b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
    c. The retirement age is 58 years.
    d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
    e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis.

You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.

f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**

You will be eligible to receive the following:

a. Basic salary of **Rs. 18,958.00** per month.
b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
c. Additional Allowance of **Rs. 2,500.00** per month.
d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly

without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
    a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
    b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
    In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
    In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
    a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
    b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of

this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name: **Nikita Singh** Location: **Bengaluru**
Position: **Business Analyst** Career Group: **GROUP B1**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **0 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

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Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Nikita Singh**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following

purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1543969 Date: 09-May-2016

Dear **Nikita Singh**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada

Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Singh, Nikita
Offer electronically accepted on: May 10, 2016 10:35 AM
Offer electronically accepted from: 182.64.172.71

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment.
Wipro is an equal opportunities employer.

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WELCOME TO WIPRO

04-May-2016

Dear **Ruchika**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

04-May-2016

Ruchika Mathur
39 , suruchi ,old R.T.O road ,,
saraswati colony , Baran road,
Kota, Rajasthan - 324001,
India.

Dear **Ruchika,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 21,875.00** per month.
   b. Variable pay of **Rs. 4,688.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 3,244.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
   b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
   c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
   d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
   e. Leave Travel Assistance as per the policy of Wipro.
   f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
   g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply

with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**
   a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
   b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
   c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
      i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
      ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
      iii. Any existing employee to become associated with, or perform services of any type for any third party.
   d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
   b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during

probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name: **Ruchika Mathur** Location: **Bengaluru**
Position: **Business Analyst** Career Group: **GROUP B2**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **26 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 62,501.00**

Components	Figures (in INR per month)
BASIC	21,875.00
HOUSE RENT ALLOWANCE	10,938.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,369.00
ADDITIONAL ALLOWANCE	3,244.00
PROVIDENT FUND	2,625.00
GRATUITY	1,162.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	4,688.00
TARGET COST TO COMPANY (TCTC)	62,501.00
TCTC (PER ANNUM)	750,012.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
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1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

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a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

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Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Ruchika Mathur**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530231 Date: 04-May-2016

Dear **Ruchika Mathur**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

WELCOME TO WIPRO

09-May-2016

Dear **Shivpriya**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstance
that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of
practices. This would come in handy to help you settle in at work. Also, we have especially designed an
introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you n
new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wip
Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check

APPOINTMENT LETTER

09-May-2016

Shivpriya Shivpriya
D/ 22, Satyam Enclave,
Sonari,
Jamshedpur, Jharkhand - 831011,
India.

Dear **Shivpriya,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting** capacity as the management shall from time to time determine. Please note that the employment terms are subject to the Company policy.

1. **APPOINTMENT**

    a. Your date of appointment is effective from the date of joining which is **13-Jun-2** communicated in writing by the company.

    b. You will be on probation for a period of twelve (12) months from the date of your appointme probation period, your appointment shall be confirmed and communicated to you in writing i to be suitable for the appointed post. Unless confirmation is communicated in writing, y deemed extended.

    c. The retirement age is 58 years.

    d. You will be liable to be transferred in such capacity as Wipro may from time to time determi department, function, establishment, or branch of Wipro or its subsidiary, associate or aff case you will be governed by the terms and conditions of service applicable to the new assig

    e. We provide support to our global customers from various locations in India to suit customers You may be required to operate from any of these locations and in any of the shifts, includin decided by Wipro keeping in view business needs and deliverables to customers.

    f. This offer of appointment is subject to your successful verification of all educational curricu down by the university/institution for award of the degree/diploma and the requirement specified by Wipro for your role.

2. **COMPENSATION**

    You will be eligible to receive the following:

    a. Basic salary of **Rs. 18,958.00** per month.

    b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexu

    c. Additional Allowance of **Rs. 2,500.00** per month.

    d. You will be entitled to other compensation and benefits in accordance with Wipro policy as m you from time to time.

    e. Your salary will be reviewed periodically as per Wipro policy.

    f. Changes in your compensation are subject to the discretion of Wipro and will be b performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

    You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location

b. Perquisites, if any, as applicable to your category of employees and/or based on func determined by Wipro.

c. Participation in the Company Provident Fund Scheme as per the rules and policies applica employees.

d. Wipro sponsored free medical check-up for employees, which can be availed by you once wit of joining.

e. Leave Travel Assistance as per the policy of Wipro.

f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Benefits Program for your category of employees.

g. Employee Benefits Program sponsored and administered by Wipro for management employe plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of responsibilities and ensure results. There may be times when you will be expected to work the above when the job so requires. In this connection, you are required not to engage in ac have an adverse impact on the reputation and business of Wipro, whether directly or indirect

b. You may be required to undertake travel on Company work for which you will be reimbursed the Wipro policy applicable to you.

c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expe policies of Wipro including the Code of Business Conduct as they form an integral part of th with Wipro. Consequently, you are required to understand the scope and intent behind these with the same. These policies are updated/modified on a periodic basis and new policies notified to employees from time to time whereupon you will be required to comply with the s

d. Consistent with (c) above, any matter or situation or incident that may arise that could p resulted, in any violation of the policies or the terms of your employment, shall immediately of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and independent or individual assignments (whether part time or full time, in an advisory capaci or indirectly without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any any services for any person who is involved in activities, which are or shall be in conflict with

c. The Conflict of Interest Policy also refers to the need on your part, during your employment year from the cessation of your employment with Wipro (irrespective of the circumstances of cessation) not to solicit, induce or encourage:

   i. Any employee of Wipro to terminate their employment with Wipro or to accept competitor, supplier or any customer with whom you have a connection.

   ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third p business relationship with Wipro.

   iii. Any existing employee to become associated with, or perform services of any type for

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, position on this and resolve the conflict.

6. **CONFIDENTIALITY**

   a. In consideration of the opportunities, training and access to new techniques and know available to you, you are required to comply with the Confidentiality Policy of Wipro. There you maintain all Confidential Information (as defined from time to time in the Confidentiality as secret and confidential and do not use or disclose any such Confidential Information exc under obligation of law or as may be required by Wipro in the course of your employme endure during your employment and also after cessation of your employment with Wip circumstances of, or the reasons for, cessation).

   b. In your work for Wipro, you will be expected not to use or disclose any confidential infor secrets, of any former employer or other person with whom you have an obligation of confid below you affirm that you have no conflicting obligations or non-compete agreements that working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, disco improvements (including without limitation legal documents, training materials, computer so materials) developed or conceived by you solely or jointly with others (whether or not during b related to the company's business or that results from work that you perform for the company equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectu

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or client process you would be handling sensitive information including but not limited to information of k competitor information, customer sensitive information ('Confidential Information'). You acknowle Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its importance to Wipro. You confirm that for a period of six (6) months after separation of your e (irrespective of the circumstances of or the reason for the separation), you will not accept any offe customer or client with whom you have interacted or worked in a professional capacity representi (6) months preceding the date of separation.

9. **GENERAL**

a. We trust that you have not provided us with any false declaration or willfully suppressed any
you have, you will be liable to be removed from service without any prior notice. Please not
to inform us if there are any agreements, oral or written, which you have entered into and
affect your commitments under this Agreement.

b. Your employment terms may be specifically enforced legally, if required. In this connection,
of this Agreement are declared or found to be void or unenforceable due to any reason wh
provisions of this Agreement shall continue in full force and effect.

c. These employment terms supersede and replace any existing agreement or understanding
and you relating to the same subject matter.

d. You warrant that you are not prevented by a court or by any other administrative or judicial
services required under this agreement. In the event that you are not a citizen of the countr
have a valid work permit to work in the country of posting.

e. During the period of employment you are required to comply with all Wipro polici
updated/modified on a periodic basis and new policies may be introduced and notified to
time.

10. **NOTICE PERIOD**
This contract of employment is terminable, without reasons, by either party giving one month's pri
probationary period and two month's prior written notice on confirmation of employment. Wipro res
recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such
even prior to the expiry of the notice period. However, if the management desires the em
employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
On acceptance of separation notice, you will immediately give up to the company before
correspondence, specifications, formulae, books, documents, cost of data, market data, literature, d
not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept t
submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

I have read, understood and agree to accept the assignment on the terms and conditions herein.

I shall be reporting for duty on: __/__/____

Name: _____

Signature: _____

Date: __/__/____

Place: _____

SALARY OFFER

Name:	**Shivpriya Shivpriya**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **3 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will
of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the s

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and a
period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission
Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production o

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemptio be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Pl incurred towards these components are eligible for exemption as per the prescribed Income Tax rules appl subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefi submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowance WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details or please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towa hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per ar prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid con under this

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible fo WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximur eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. Thi

above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.

b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended t
the personal interest of an employee and the interest of the company in dealing with the suppliers, c
organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organizati
dealings with the company, where there is an opportunity for preferential treatment to be given or
such an interest comprises securities in widely held corporations which are quoted and sold on ope
is not material.

2. For an employee or any dependent member of his family to buy, sell or lease any kind of property
from or to the company or any affiliate or to any company, firm or individual who is or is seeking to
supplier or customer, except with the knowledge and consent of top management.

3. For an employee to serve as an officer, director or in any other management capacity or as consult
or organization doing or seeking to do business with the company or an affiliate except with the kn
top management.

4. For an employee to use or release to a third party any data on decisions, plans, competitive bids c
concerning the company, which might be prejudicial to the interest of the company.

5. For an employee or any dependent member of his family to accept commission, a share in profits o
(other than with established banking or financial institutions), services, excessive entertainment an
than nominal value from any individual or organization, doing or seeking to do business with the co

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is n
my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Tr
Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company"
trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, wh
Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It als
procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Co
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securitie
in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibitec
employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI):
communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, pe
discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from t
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, e
know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securit
when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate act
suspension, termination of employment on employees involved in Insider Trading. Insider trading also a
criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties
will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall discl
number of securities acquired or disposed of within two trading days of the transaction if the value o
whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded va
rupees.

**For more details on procedures and guidelines, employees are requested to refer Wipro's
Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.**

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your c
   Rs. 15,000 per annum.

   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indica
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E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before r
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Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settlin
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Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichev
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liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tens
your retirement. Starting contribution to pension plan at an early age gives you enough time to contribut
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A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension
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We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI
scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked
which offers you a market linked return, range of fund options to suit your risk appetite and transparent fu
The enrollment option can be exercised only once in the service with the organization and cannot be rev
enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the s
member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to
to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceed
year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Per
salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the
to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**

In the unfortunate event of death on account of either accidents or natural causes, your surviving
be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked
fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of t
for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**

Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occ
outside of work resulting in partial or total disablement or casualty. Even on temporary disability
compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week.
accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an
Group Personal Accident Insurance cover by an additional 50% of the current sum assured fo
negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Sectio
accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI
The policies mentioned here are policies of the Company as on date, and this is subject to change in futu
Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which
quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC
to vary as per the performance on the these parameters. The QPLC program may be changed/altered or
thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete t
QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be e
the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLO

I **Shivpriya Shivpriya**, confirm that I am voluntarily sharing my Personal Information with Wipro Li
following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verificati

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and ar
context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future re
authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with W
identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526537 Date: 09-May-2016

Dear **Shivpriya Shivpriya**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months fr
joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queri
e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of comr
email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executi
you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best
for **Wipro**

Santosh
Senior Vice President- Human Resources & Global Strategic Hiring

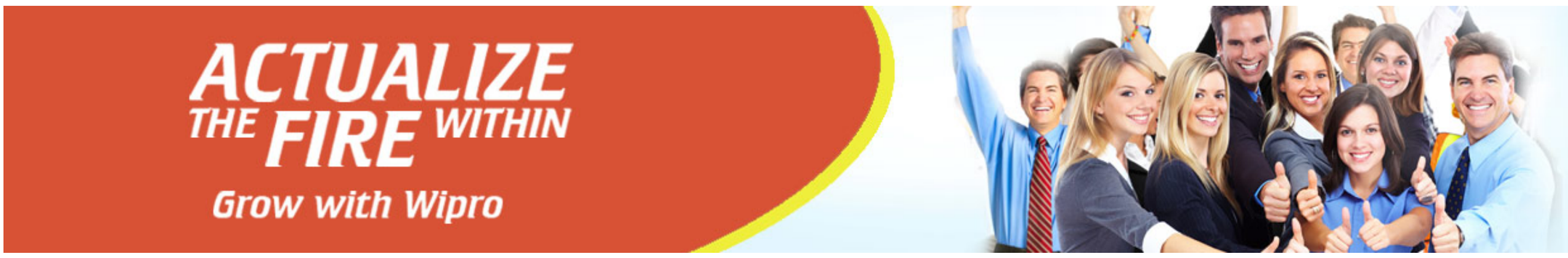

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Hemangi**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Hemangi Datta
C/o Mr. Nripendra Kant Datta, E-503, Block-E, Rohtas Plumeria,,
TGC 3/3, vibhuti khand, Gomati Nagar,
Lucknow, Uttar Pradesh - 226010,
India.

Dear **Hemangi,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.

e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**

a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**

a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**

This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**

On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Hemangi Datta**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.
Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.
Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A

nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:
QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Hemangi Datta**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526464 Date: 09-May-2016

Dear **Hemangi Datta**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Datta, Hemangi
Offer electronically accepted on: May 9, 2016 5:06 PM
Offer electronically accepted from: 122.163.165.193

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment.
Wipro is an equal opportunities employer.

© Wipro IT Business 2014

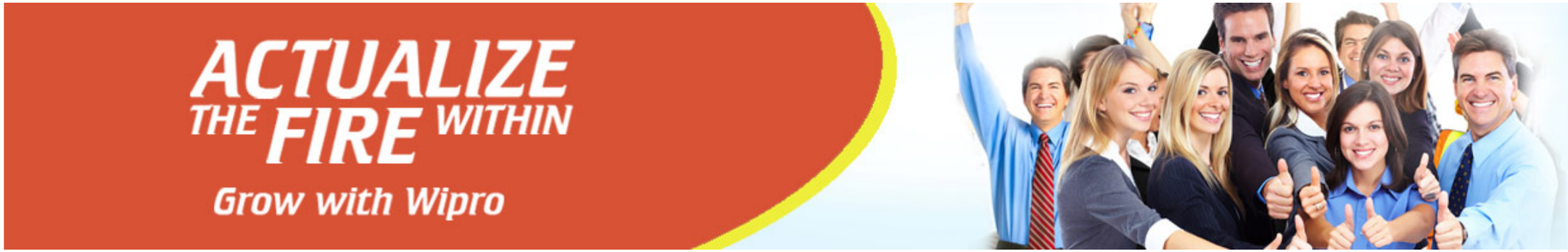

Offer has been accepted

WELCOME TO WIPRO

11-May-2016

Dear **Nimisha**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

11-May-2016

Nimisha Agarwal
35-F,8/B RAMPUR GARDEN,,
CIVIL LINES,
Bareilly, Uttar Pradesh - 243001,
India.

Dear **Nimisha,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
    a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
    b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
    c. The retirement age is 58 years.
    d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
    e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis.

You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.

f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**

You will be eligible to receive the following:

a. Basic salary of **Rs. 18,958.00** per month.
b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
c. Additional Allowance of **Rs. 2,500.00** per month.
d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly

without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
    a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
    b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
    In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
    In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
    a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
    b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of

this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Nimisha Agarwal**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Nimisha Agarwal**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following

purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530276 Date: 11-May-2016

Dear **Nimisha Agarwal**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada

Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Agarwal, Nimisha
Offer electronically accepted on: May 12, 2016 1:16 PM
Offer electronically accepted from: 27.97.190.166

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment.
Wipro is an equal opportunities employer.

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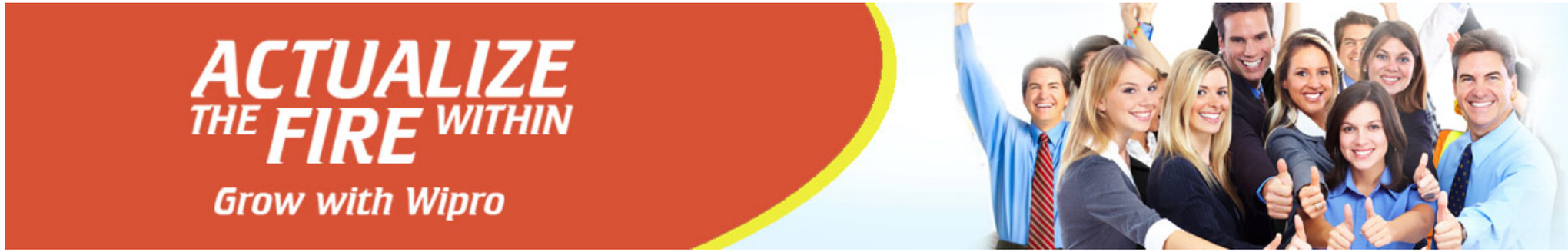

Arindam Roychoudhury, you are signed in. | My Account Options

My Job Cart (0 items) | Sign Out

Job Search | My Jobpage | Offers

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Arindam**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and

practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Arindam Roychoudhury
A-301,Westend, Raheja Vihar,
Powai, Andher-East,

Greater Mumbai, Maharashtra - 400072,
India.

Dear **Arindam,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one

year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
iii. Any existing employee to become associated with, or perform services of any type for any third party.

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
   b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a

customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,

for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Arindam Roychoudhury**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.
Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above

Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in

my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the

scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.

The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Arindam Roychoudhury**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526492 Date: 09-May-2016

Dear **Arindam Roychoudhury**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Roychoudhury, Arindam
Offer electronically accepted on: May 11, 2016 11:27 AM
Offer electronically accepted from: 59.182.166.187

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

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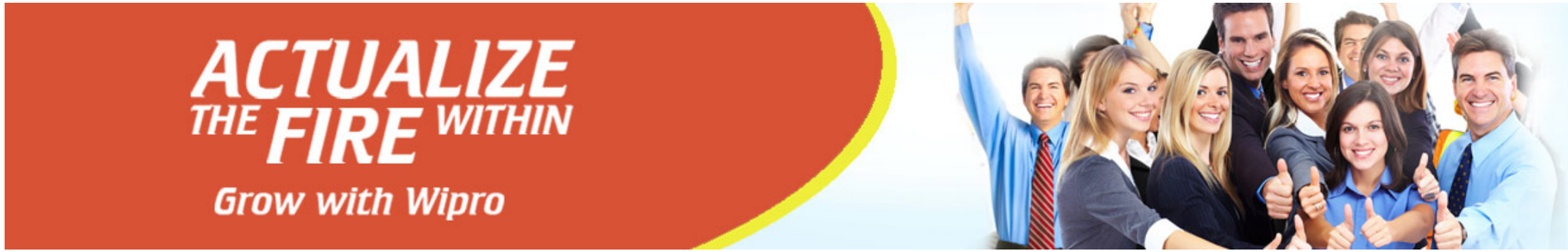

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Nikita**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and

practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Nikita Lalit Chadha
116-Muktinagar,
Old Padra Road,

Vadodara, Gujarat - 390020,
India.

Dear **Nikita,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one

year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
iii. Any existing employee to become associated with, or perform services of any type for any third party.

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**

a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a

customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,

for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Nikita Lalit Chadha**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.
Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above

Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in

my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the

scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.

The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Nikita Lalit Chadha**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526535 Date: 09-May-2016

Dear **Nikita Lalit Chadha**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Chadha, Nikita
Offer electronically accepted on: May 9, 2016 5:35 PM
Offer electronically accepted from: 1.39.15.252

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

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WELCOME TO WIPRO

11-May-2016

Dear **Arpit**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

11-May-2016

Arpit Kiritbhai Ganatra
302, Radhe Krishna Apartment, 1, Suryoday Society,
Opp. Saint Mary's School, Kalawad Road,
Rajkot, Gujarat - 360005,
India.

Dear **Arpit,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
    a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
    b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
    c. The retirement age is 58 years.
    d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
    e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
    f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
    You will be eligible to receive the following:

    a. Basic salary of **Rs. 18,958.00** per month.
    b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
    c. Additional Allowance of **Rs. 2,500.00** per month.
    d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
    e. Your salary will be reviewed periodically as per Wipro policy.
    f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

SALARY OFFER

Name: **Arpit Kiritbhai Ganatra** Location: **Bengaluru**
Position: **Business Analyst** Career Group: **GROUP B1**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **11 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.

   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual

   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

   Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual

   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

4. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

5. Annual Health check: Company paid Annual health check-up program is available for

employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:
Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per

annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**

   In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**

   Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Arpit Kiritbhai Ganatra**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530292 Date: 11-May-2016

Dear **Arpit Kiritbhai Ganatra**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

WELCOME TO WIPRO

06-May-2016

Dear **Divya**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

06-May-2016

Divya Dhoreliya
village- khurpa, dis- Narsinghpur (M.P.),
9, Kalindi Kunj.Ring Road.,
Indore, Madhya Pradesh - 487001,
India.

Dear **Divya,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
   b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
   c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
   d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
   e. Leave Travel Assistance as per the policy of Wipro.
   f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
   g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply

with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**
   a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
   b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
   c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
      i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
      ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
      iii. Any existing employee to become associated with, or perform services of any type for any third party.
   d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
   b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during

probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Divya Dhoreliya**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **0 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
GRATUITY	1,007.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,708.00
TARGET COST TO COMPANY (TCTC)	54,167.00
TCTC (PER ANNUM)	650,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Divya Dhoreliya**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526493 Date: 06-May-2016

Dear **Divya Dhoreliya**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Gaurav**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Gaurav Bansal
M/s Sohanlal Mahabir Prashad, Shop No-50,
Ward No-2,Anaj Mandi Siwani,
Bhiwani, Haryana - 127046,
India.

Dear **Gaurav,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Pune**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 18,958.00** per month.
   b. Variable pay of **Rs. 2,708.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 2,500.00** per month.

d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent

or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
    a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
    b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
    In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
    In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that

Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name: **Gaurav Bansal** Location: **Pune**
Position: **Business Analyst** Career Group: **GROUP B1**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **0 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 54,167.00**

Components	Figures (in INR per month)
BASIC	18,958.00
HOUSE RENT ALLOWANCE	9,479.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	13,640.00
ADDITIONAL ALLOWANCE	2,500.00
PROVIDENT FUND	2,275.00
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HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

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Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

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   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is

eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased.

Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized

to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Gaurav Bansal**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1543968 Date: 09-May-2016

Dear **Gaurav Bansal**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Bansal, Gaurav
Offer electronically accepted on: May 10, 2016 10:01 AM
Offer electronically accepted from: 117.220.161.159

WELCOME TO WIPRO

04-May-2016

Dear **Janani**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

04-May-2016

Janani Renugopal
Yuga Kalpataru appartments, C-block, 2D,
Pilliyar kovil street, Padi kuppam, railnagar, Koyambedu,
Chennai, Tamil Nadu - 600107,
India.

Dear **Janani,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Pune**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 20,417.00** per month.
   b. Variable pay of **Rs. 2,917.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 3,653.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
   b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
   c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
   d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
   e. Leave Travel Assistance as per the policy of Wipro.
   f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
   g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply

with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**
   a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
   b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
   c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
      i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
      ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
      iii. Any existing employee to become associated with, or perform services of any type for any third party.
   d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
   b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during

probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Janani Renugopal**	Location:	**Pune**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **17 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 58,334.00**

Components	Figures (in INR per month)
BASIC	20,417.00
HOUSE RENT ALLOWANCE	10,209.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,004.00
ADDITIONAL ALLOWANCE	3,653.00
PROVIDENT FUND	2,450.00
GRATUITY	1,084.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,917.00
TARGET COST TO COMPANY (TCTC)	58,334.00
TCTC (PER ANNUM)	700,008.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

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   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

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   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

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It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

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Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

   * Rs. 230 - Contribution in case of single individual
   * Rs. 480 - Contribution in case you are married

   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

Voluntary Superannuation Scheme (VSS):

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Janani Renugopal**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1530299 Date: 04-May-2016

Dear **Janani Renugopal**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

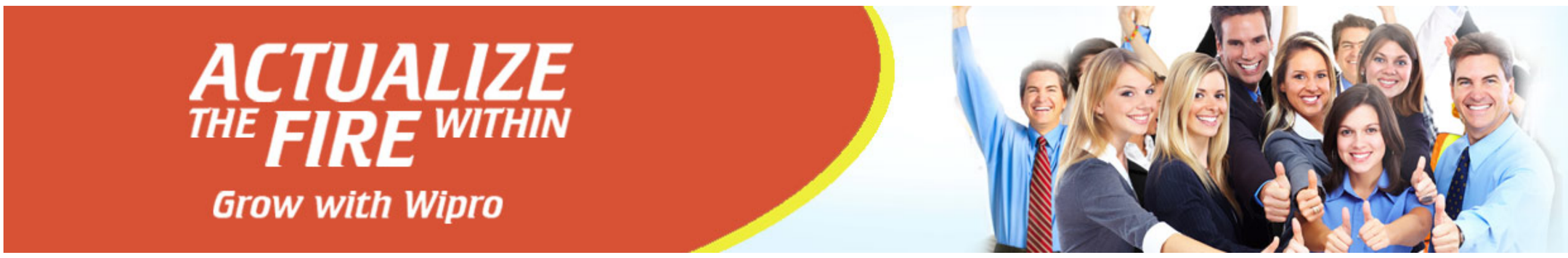

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Manan**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its policies and practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive workshop to introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accomplish your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life every day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR.)

APPOINTMENT LETTER

09-May-2016

Manan Sethi
X-63 Green Park Main,
New Delhi,
Delhi, Delhi - 110016,
India.

Dear **Manan,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 21,146.00** per month.
   b. Variable pay of **Rs. 3,021.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 4,229.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.

e. Your salary will be reviewed periodically as per Wipro policy.
f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
e. Leave Travel Assistance as per the policy of Wipro.
f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.
g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
    i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
    ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
    iii. Any existing employee to become associated with, or perform services of any type for any third party.
d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**

a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).
b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**

a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**

This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**

On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Manan Sethi**	Location:	**Bengaluru**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **19 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 60,417.00**

Components	Figures (in INR per month)
BASIC	21,146.00
HOUSE RENT ALLOWANCE	10,573.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,187.00
ADDITIONAL ALLOWANCE	4,229.00
PROVIDENT FUND	2,538.00
GRATUITY	1,123.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	3,021.00
TARGET COST TO COMPANY (TCTC)	60,417.00
TCTC (PER ANNUM)	725,004.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with others.

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.
Commutation Allowance:
This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.
Wipro Benefit Plan (WBP):
Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.
Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemption under WBP.

4. **Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.
As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15,000 per annum.
   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated from date of joining for the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for family (self, spouse & children).There would be a nominal contribution per month from you as mentioned below towards this benefit:

   * Rs. 5 - Contribution in case of single individual
   * Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement of reasonable expenses to you and your family in case you are struck by an illness of catastrophic nature which involves huge expenses. An employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and guidelines as laid down in the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) towards hospitalization. A

nominal deduction per month as mentioned below is made towards contribution for the mediclaim benefit. For any hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the employee. However, this does not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual
* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can increase it by an additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy are available on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a CBDT (Central Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. This amount is payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 years of age.

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:
The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund management.
The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance) of provident fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to accident you get compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to increase your Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myWipro which is accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per policies of the Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:
QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout amount is liable to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Manan Sethi**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526517 Date: 09-May-2016

Dear **Manan Sethi**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Sethi, Manan
Offer electronically accepted on: May 9, 2016 9:36 PM
Offer electronically accepted from: 27.7.197.139

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment.
Wipro is an equal opportunities employer.

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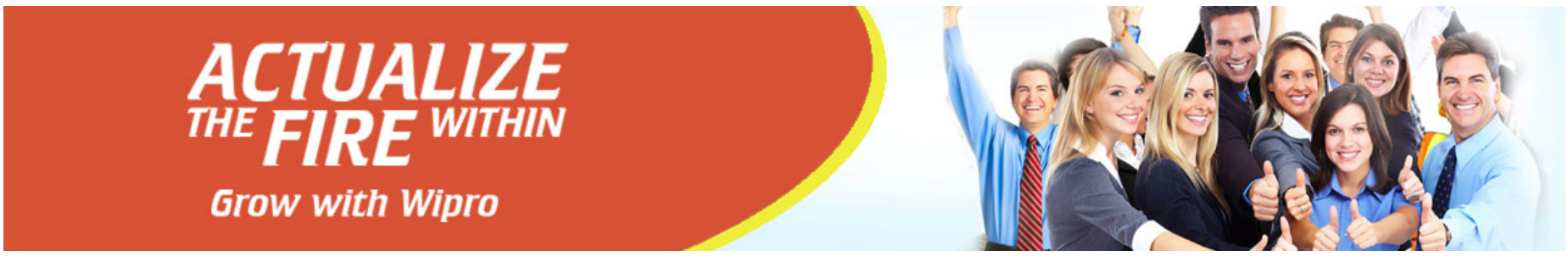

Offer has been accepted

WELCOME TO WIPRO

09-May-2016

Dear **Aditya**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, it practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactiv introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need your new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way day. Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check and NSR

APPOINTMENT LETTER

09-May-2016

Aditya S Raman
flat no. 105, Skypx Heights Apartments,
Machabolaram, Secunderabad,
Hyderabad, Andhra Pradesh - 500010,
India.

Dear **Aditya,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Hyderabad**, in **Consulting Stream** o capacity as the management shall from time to time determine. Please note that the employment terms containe are subject to the Company policy.

1. **APPOINTMENT**
   a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unl communicated in writing by the company.
   b. You will be on probation for a period of twelve (12) months from the date of your appointment. On con probation period, your appointment shall be confirmed and communicated to you in writing if the Comp to be suitable for the appointed post. Unless confirmation is communicated in writing, your proba deemed extended.
   c. The retirement age is 58 years.
   d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company you will be governed by the terms and conditions of service applicable to the new assignment.
   e. We provide support to our global customers from various locations in India to suit customers' needs on You may be required to operate from any of these locations and in any of the shifts, including night sh decided by Wipro keeping in view business needs and deliverables to customers.
   f. This offer of appointment is subject to your successful verification of all educational curricular require down by the university/institution for award of the degree/diploma and the requirements, includi specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:
   a. Basic salary of **Rs. 20,417.00** per month.
   b. Variable pay of **Rs. 2,917.00**. The details of the current program are attached in the Annexure-II.
   c. Additional Allowance of **Rs. 3,652.00** per month.
   d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified an you from time to time.
   e. Your salary will be reviewed periodically as per Wipro policy.
   f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effectiv and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**
   You will be entitled to the following :
   a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
   b. Perquisites, if any, as applicable to your category of employees and/or based on functional re determined by Wipro.
   c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to you employees.
   d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 mor of joining.
   e. Leave Travel Assistance as per the policy of Wipro.
   f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclain Benefits Program for your category of employees.
   g. Employee Benefits Program sponsored and administered by Wipro for management employees, comp plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**
   a. In view of your position and office, you must effectively, diligently and to the best of your abilit responsibilities and ensure results. There may be times when you will be expected to work extra hours above when the job so requires. In this connection, you are required not to engage in activities that hav an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
   b. You may be required to undertake travel on Company work for which you will be reimbursed travel ex the Wipro policy applicable to you.
   c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to co policies of Wipro including the Code of Business Conduct as they form an integral part of the terms o with Wipro. Consequently, you are required to understand the scope and intent behind these policies with the same. These policies are updated/modified on a periodic basis and new policies may be i notified to employees from time to time whereupon you will be required to comply with the same.
   d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially resulted, in any violation of the policies or the terms of your employment, shall immediately be brough of your Business Unit Head.

5. **CONFLICT OF INTEREST**
   a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up an or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directl without the express written consent of your Business Unit Head.
   b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest any services for any person who is involved in activities, which are or shall be in conflict with the intere
   c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the re cessation) not to solicit, induce or encourage:
      i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with a supplier or any customer with whom you have a connection.
      ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to business relationship with Wipro.

iii. Any existing employee to become associated with, or perform services of any type for any third pa

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to under position on this and resolve the conflict.

6. **CONFIDENTIALITY**
   a. In consideration of the opportunities, training and access to new techniques and know how that will be r to you, you are required to comply with the Confidentiality Policy of Wipro. Therefore, please en maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the secret and confidential and do not use or disclose any such Confidential Information except as may be r obligation of law or as may be required by Wipro in the course of your employment. This covenant shall your employment and also after cessation of your employment with Wipro (irrespective of the circum the reasons for, cessation).
   b. In your work for Wipro, you will be expected not to use or disclose any confidential information, i secrets, of any former employer or other person with whom you have an obligation of confidentiality, below you affirm that you have no conflicting obligations or non-compete agreements that would prev working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**
   In connection with your employment and during the term of your employment upon conception or creat disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, te improvements (including without limitation legal documents, training materials, computer software a materials) developed or conceived by you solely or jointly with others (whether or not during business h related to the company's business or that results from work that you perform for the company or using t equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Proper

8. **NON-COMPETE**
   In the course of your employment with Wipro you will be providing services to customers or clients of Wipro process you would be handling sensitive information including but not limited to information of key custom competitor information, customer sensitive information ('Confidential Information'). You acknowledge and Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protectio importance to Wipro. You confirm that for a period of six (6) months after separation of your employme (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of emplo customer or client with whom you have interacted or worked in a professional capacity representing Wipro (6) months preceding the date of separation.

9. **GENERAL**
   a. We trust that you have not provided us with any false declaration or willfully suppressed any material i you have, you will be liable to be removed from service without any prior notice. Please note that you a inform us if there are any agreements, oral or written, which you have entered into and which may rela your commitments under this Agreement.
   b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, provisions of this Agreement shall continue in full force and effect.
   c. These employment terms supersede and replace any existing agreement or understanding, if any, betw you relating to the same subject matter.
   d. You warrant that you are not prevented by a court or by any other administrative or judicial order from services required under this agreement. In the event that you are not a citizen of the country of postin have a valid work permit to work in the country of posting.
   e. During the period of employment you are required to comply with all Wipro policies. These updated/modified on a periodic basis and new policies may be introduced and notified to employees time.

10. **NOTICE PERIOD**
    This contract of employment is terminable, without reasons, by either party giving one month's prior written probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it even prior to the expiry of the notice period. However, if the management desires the employee to employment during the notice period, the employee shall do so.

11. **ON SEPARATION**
    On acceptance of separation notice, you will immediately give up to the company before you are correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, e not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appoint submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name:	**Aditya S Raman**	Location:	**Hyderabad**
Position:	**Business Analyst**	Career Group:	**GROUP B1**
Career Stream:	**Consulting Stream**	Education:	**Post Graduate**

Relevant Experience Considered by Wipro: **13 Months.**

Monthly Gross Salary Offered by Wipro: **Rs. 58,333.00**

Components	Figures (in INR per month)
BASIC	20,417.00
HOUSE RENT ALLOWANCE	10,209.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,004.00
ADDITIONAL ALLOWANCE	3,652.00
PROVIDENT FUND	2,450.00
GRATUITY	1,084.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	2,917.00
TARGET COST TO COMPANY (TCTC)	58,333.00
TCTC (PER ANNUM)	699,996.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligibl of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed f period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent r

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Pla expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules ap you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for b are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/be

under WBP and related recovery of Perquisite Tax and associated charges.
Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income T please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broad hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum und prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections w under this head.

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemp WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 child eligible for IT exemption under WBP.

5. **New Pension System:**

   You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be ov Sec 80C investments.

Retirement Benefits:
It consists of :

a. 12% of your Basic towards Provident Fund.
b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to between the personal interest of an employee and the interest of the company in dealing with the suppliers, cust other organizations or individuals doing or seeking to do business with Wipro.
Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which dealings with the company, where there is an opportunity for preferential treatment to be given or received, such an interest comprises securities in widely held corporations which are quoted and sold on open market is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of and or organization doing or seeking to do business with the company or an affiliate except with the knowledge a top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any oth concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other pa (other than with established banking or financial institutions), services, excessive entertainment and travel or than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in pos Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's S As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the C in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certa employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the follow
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts se criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on will not be borne by the Company and the employee individually is responsible.

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   * Rs. 5 - Contribution in case of single individual
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   If the employee wishes to enhance the coverage, Top up cover option is also available wherein one can inc additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on the policy on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitalization in a Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs. 10,000. T payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees above 30 year

Gratuity Benefit: Up to Rs. 10,00,000
This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or w
Your gratuity is computed as:
Last drawn Basic Salary * No. of years served * 15/26.
Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an em unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of of years till retirement, number and age of surviving members.
E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per m as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lowe can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free li your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI offer a s scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked Superann which offers you a market linked return, range of fund options to suit your risk appetite and transparent fund manag The enrollment option can be exercised only once in the service with the organization and cannot be reversed on enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme se member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to restrict th to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1 year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' con salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**
In the unfortunate event of death on account of either accidents or natural causes, your surviving family mem eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked Insurance fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of the curren for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**
Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring wh outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to ac compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week. In case of accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an option to Group Personal Accident Insurance cover by an additional 50% of the current sum assured for a nomin negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Section in myW accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI.
The policies mentioned here are policies of the Company as on date, and this is subject to change in future as per Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:
QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC payout ar to vary as per the performance on the these parameters. The QPLC program may be changed/altered or modified thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the qua the QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligi under the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 200

I **Aditya S Raman**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') fo purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action r context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/v authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with Wipro and identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526462 Date: 09-May-2016

Dear **Aditya S Raman**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that yo e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communicatio email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will ge you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

Offer electronically accepted by: Raman, Aditya
Offer electronically accepted on: May 10, 2016 5:52 PM
Offer electronically accepted from: 49.206.91.232

Did not find? Terms of Use Sitemap

Wipro does not charge any fee at any stage of the recruitment process and has not authorized agencies/partners to collect any fee for recruitment. Wipro is an equal opportunities employer.

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WELCOME TO WIPRO

09-May-2016

Dear **Akanksha**,

Welcome to Wipro Limited! Congratulations on joining us as **Business Analyst**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are
that you have chosen us.

We have an introductory session on your day of joining, which will provide you with a brief overview of Wipro, its po
practices. This would come in handy to help you settle in at work. Also, we have especially designed an interactive wo
introduce you to something close to our heart and our way of life - the Spirit of Wipro.

The induction session would begin at **8:30 a.m.** at:
Wipro Limited
Block B, Learning Centre, Dodda kannelli
Sarjapur
Bangalore - 560035

In the next few weeks, you will meet your colleagues and managers. Feel free to let them know what you need to accom
new responsibilities.

We are confident that you will add value through your role and strengthen Wipro's values by living the Wipro way of life e
Looking forward to a long-term relationship and wishing you all the success at Wipro.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

(We would like to emphasize that the offer of appointment is subject to completion of your reference check

APPOINTMENT LETTER

09-May-2016

Akanksha Arora
10- Court Road,
Inside Sales & Taxation Office,
Amritsar, Punjab - 143001,
India.

Dear **Akanksha,**

It is our pleasure to appoint you as **Business Analyst** in Wipro Limited at **Bengaluru**, in **Consulting Stream** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. **APPOINTMENT**

    a. Your date of appointment is effective from the date of joining which is **13-Jun-2016,** unless otherwise communicated in writing by the company.

    b. You will be on probation for a period of twelve (12) months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.

    c. The retirement age is 58 years.

    d. You will be liable to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or its subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

    e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.

    f. This offer of appointment is subject to your successful verification of all educational curricular requirements as laid down by the university/institution for award of the degree/diploma and the requirements, including aggregate, specified by Wipro for your role.

2. **COMPENSATION**
   You will be eligible to receive the following:

    a. Basic salary of **Rs. 22,604.00** per month.

    b. Variable pay of **Rs. 4,844.00**. The details of the current program are attached in

the Annexure-II.

c. Additional Allowance of **Rs. 3,771.00** per month.

d. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.

e. Your salary will be reviewed periodically as per Wipro policy.

f. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.

3. **OTHER BENEFITS**

You will be entitled to the following :

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.

b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.

c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.

d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.

e. Leave Travel Assistance as per the policy of Wipro.

f. You will be eligible to participate in Wipro's Medical Assistance program and Contributory Mediclaim Insurance & Benefits Program for your category of employees.

g. Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

4. **RESPONSIBILITIES**

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.

b. You may be required to undertake travel on Company work for which you will be

reimbursed travel expenses as per the Wipro policy applicable to you.

c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

5. **CONFLICT OF INTEREST**

a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.

b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.

   iii. Any existing employee to become associated with, or perform services of any type for any third party.

d. In case of any conflict or doubt, please discuss the matter with your BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. **CONFIDENTIALITY**

a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with the

Confidentiality Policy of Wipro. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro in the course of your employment. This covenant shall endure during your employment and also after cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, cessation).

b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality, and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

7. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

8. **NON-COMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

9. **GENERAL**

a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.

b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

c. These employment terms supersede and replace any existing agreement or

understanding, if any, between Wipro and you relating to the same subject matter.

d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

e. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

10. **NOTICE PERIOD**

This contract of employment is terminable, without reasons, by either party giving one month's prior written notice during probationary period and two month's prior written notice on confirmation of employment. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

11. **ON SEPARATION**

On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

Please confirm that the above mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this letter of appointment with your original signature on the date of joining.

Best regards,
for Wipro Limited,

Santosh Karagada
Senior Vice President- Human Resources & Global Strategic Hiring

SALARY OFFER

Name: **Akanksha Arora** Location: **Bengaluru**
Position: **Business Analyst** Career Group: **GROUP B2**
Career Stream: **Consulting Stream** Education: **Post Graduate**
Relevant Experience Considered by Wipro: **34 Months.**
Monthly Gross Salary Offered by Wipro: **Rs. 64,584.00**

Components	Figures (in INR per month)
BASIC	22,604.00
HOUSE RENT ALLOWANCE	11,302.00
COMMUTATION ALLOWANCE	1,600.00
FIXED BONUS	1,400.00
WIPRO BENEFITS PLAN	14,551.00
ADDITIONAL ALLOWANCE	3,771.00
PROVIDENT FUND	2,712.00
GRATUITY	1,200.00
HEALTH BENEFIT (NOTIONAL AMOUNT)	600.00
QPLC	4,844.00
TARGET COST TO COMPANY (TCTC)	64,584.00
TCTC (PER ANNUM)	775,008.00

*Notional sum indicating contribution of 5.31% of your basic towards provision of Gratuity. Employees will be eligible for
of gratuity as per the Wipro Policy for the same.

*Please note that your compensation is personal to you and you are requested not to share details of the same with othe

ADDITIONAL INFORMATION ON THE SALARY OFFER

Applicable limits for Career Group A1-B3:

Basic and Additional Allowance:
These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a
period.
House Rental Allowance:
HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receip

Commutation Allowance:

This allowance is tax free up to the extent of Rs. 1600/- per month. This does not warrant the production of any bills.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WB be granted Leave Travel Allowance, Commutation Allowance and Education Allowance. Benefits regarding th Telephone/Mobile phone, Non-transferable food coupons, use of Wipro Bus can also be availed under the Plan. The actual incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, y subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits ava WBP and related recovery of Perquisite Tax and associated charges.

Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

   New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax e please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs.50,000.

2. **Telephone/Mobile Phone Allowances:**

   The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadban hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs.19,200 per annum under W prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will b under this

3. **Non-transferable Food Coupons:**

   An amount of Rs. 2,750 per month towards purchase of Non-Transferable food coupons is eligible for IT exemptior WBP.

4. **Education Allowance:**

   An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children eligible for IT exemption under WBP.

5. **New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over a above Sec 80C investments.

Retirement Benefits:

It consists of :

a. 12% of your Basic towards Provident Fund.

b. Notional sum indicating contribution of 5.31% of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

ANNEXURE-I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflic the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has dealings with the company, where there is an opportunity for preferential treatment to be given or received, exc such an interest comprises securities in widely held corporations which are quoted and sold on open market or th is not material.

2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or e from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the c supplier or customer, except with the knowledge and consent of top management.

3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another or organization doing or seeking to do business with the company or an affiliate except with the knowledge and c top management.

4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other in concerning the company, which might be prejudicial to the interest of the company.

5. For an employee or any dependent member of his family to accept commission, a share in profits or other payme (other than with established banking or financial institutions), services, excessive entertainment and travel or gift than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of I my employment. If in future any conflict arises, I will inform top management.

Name:

Date:

Signature:

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Cod Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal polic trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possess Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves dis procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Secur As an employee of Wipro you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Comp in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain d employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee sh communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of d discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a ne know basis.
b) Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Com when in possession of any UPSI.
c) Unauthorized disclosure or communication of UPSI.
d) Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wag suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Com number of securities acquired or disposed of within two trading days of the transaction if the value of the securitie whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess o rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Co Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

SUMMARY - SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS): This is a medical scheme covering you, your spouse and your c Rs. 15,000 per annum.

   The amount mentioned as Medical allowance in your salary stack is a notional figure and it indica month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid claim.

2. Medical Benefit Scheme (MBS):Under this scheme an amount of Rs 50,000 per annum (prorated

the financial year) will be reimbursed towards domiciliary treatment of specified illnesses for
children).There would be a nominal contribution per month from you as mentioned below towards th

* Rs. 5 - Contribution in case of single individual

* Rs. 20 - Contribution in case you are married

3. Catastrophic Medical Assistance Plan (CMAP): The objective of CMAP is to provide reimbursement
to you and your family in case you are struck by an illness of catastrophic nature which involv
employee may seek assistance upto Rs. 3,00,000 under this plan. This is subject to approval and gu
the policy. This is one time benefit during your service with Wipro.

4. Mediclaim: A floater coverage of Rs. 2,00,000 per annum for family (self, spouse & children) to
nominal deduction per month as mentioned below is made towards contribution for the med
hospitalization claims beyond Rs. 10,000, 10% of the claim amount has to be borne by the emplo
not apply if the hospitalization is in a Preferred Mediassist Network hospital.

* Rs. 230 - Contribution in case of single individual

* Rs. 480 - Contribution in case you are married

If the employee wishes to enhance the coverage, Top up cover option is also available wherein or
additional coverage of Rs. 50,000 to Rs. 2,00,000 for a highly negotiated premium. More details on
on People Practices Section in myWipro which is accessible on joining.

5. Central Board of Direct Taxes (CBDT) - Additional benefit: If you incur expenses against hospitaliza
Board of Direct Taxes) approved hospital, you can claim additional reimbursement of upto Rs.
payable only after you exhaust Rs. 2,00,000 of Mediclaim limit plus top up.

6. Annual Health check: Company paid Annual health check-up program is available for employees abo

Gratuity Benefit: Up to Rs. 10,00,000

This provides you a lump sum benefit upon separation after completion of 5 years of service or on retiren
Your gratuity is computed as:
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E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before r death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension paya as follows:
Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.
I.e. 15,000 x 20 x 2.7%* x 80% = Rs. 6,480 per month as supplementary pension payable.
*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settlin primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichev can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken a liable to tax on the notional interest cost as per CBDT rules.
Voluntary Superannuation Scheme (VSS):
Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tens your retirement. Starting contribution to pension plan at an early age gives you enough time to contribut retirement corpus and leverage the compounding interest earned by the corpus year on year. You sim scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC and ICICI scheme which offers interest on accumulated balance every year. ICICI Prudential also has a Unit Linked which offers you a market linked return, range of fund options to suit your risk appetite and transparent fu The enrollment option can be exercised only once in the service with the organization and cannot be rev enrollment window is open from the 1st to 18th of every month.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the s member. In case 15% of basic exceeds Rs. 1,00,000 per annum, member employee will have an option to to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions excee year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Per salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the to avail the retirement benefits.

Your Life and Accident Cover:

A. **Group Life Insurance Program + EDLI : Rs. 14,00,000**

In the unfortunate event of death on account of either accidents or natural causes, your surviving be eligible for an insurance cover under term life policy plus EDLI (Employee Depository Linked fund. You also have an option to increase your Group Life Insurance cover by an additional 50% of t for a nominal and highly negotiated premium.

B. **Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000**

Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occ
outside of work resulting in partial or total disablement or casualty. Even on temporary disability
compensated for loss of wages on account of leave due to accident of up to Rs. 10,000 per week.
accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs Group Life Ins.). You also have an
Group Personal Accident Insurance cover by an additional 50% of the current sum assured fo
negotiated premium.

Please note: More details on the above mentioned policies are available on People Practices Sectio
accessible on joining. You can access through myWipro > People Practices > My Financials > Medical & ESI
The policies mentioned here are policies of the Company as on date, and this is subject to change in futu
Company from time to time.

ANNEXURE - II

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary & Computation:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which
quarterly basis.

It would be linked to individual, group/function and organization level achievement parameters. The QPLC
to vary as per the performance on the these parameters. The QPLC program may be changed/altered or
thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete t
QPLC applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be e
the program.

ANNEXURE - III

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLO

I **Akanksha Arora**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('
purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verificati

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and ar
context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future re
authorize Wipro to transfer the same to a third party.
I understand that 'Personal Information' means any information, relating to me that is available with W
identifying me.

Name: _____

Signature: _____

Date: __ /__ /____

Medical Examination Letter

Reference Number: 1526474 Date: 09-May-2016

Dear **Akanksha Arora**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date
joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you ma
e procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication wo
email and phone call.

You can also contact them through below mentioned contact details :

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in t
you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

Best
for **Wipro**

Santosh **I**
Senior Vice President- Human Resources & Global Strategic Hiring

IBS BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Selected applicants

3 messages

Aditya Soma <aditya@muncafe.com> Fri, Dec 18, 2015 at 10:00 PM
To: msngoud@ibsindia.org

Dear Mr. Goud,

Thank you for your team's efforts throughout the day in helping us go through the recruitment process and for the hospitality.

I am writing to confirm the selection of the following students to MUNCafé- A brand of Worldview Education:

1. Lav Kaul
2. Krutika Agarwal
3. Rajas Malhotra
4. Kriti Tulsian

We have also selected two more students to be part of our other vertical EDUYatras- A brand of Worldview Education. These students are:

1. Ishan Verma
2. Revanth Pula

All of them have been offered the 5 lacs fixed + 1 lac variable performance linked incentive. As mentioned earlier as well, the 1 lac incentive may be more or less depending on the student's performance.

We want to specially appreciate and thank all your other students who took part in the process.

Best,
Aditya

M.Satyanarayana Goud <msngoud@ibsindia.org> Fri, Dec 18, 2015 at 10:12 PM
To: Aditya Soma <aditya@muncafe.com>

Dera Mr.Aditya,

Thank You.

Regards.

M.Satyanarayana Goud
Deputy Manager - Corporate Relations
Mobile - 09393026900

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(Declared as Deemed-to-be university u/s 3 of the UGC Act 1956).

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(Declared as Deemed-to-be university u/s 3 of the UGC Act 1956).

March 9, 2016

Mr. S Prasad

Sub:- Offer of employment

Dear Prasad,

We are thrilled to invite you to join Xanadu Realty which seeks to be an exceptional talent powerhouse in the Indian real estate space.

Basis our discussions and engagements with you so far as also prior experiences with you, we are pleased to invite you aboard as **Management Trainee (Sales)**. The role is headquartered out of Mumbai and you would operate out of the corporate office.

A detailed appointment letter with key terms of association shall be shared with you shortly. This would detail out your compensation breakup head-wise, other key inputs on employment as also the joining formalities.

Your compensation details are provided below in this letter. We are in the process of making your compensation as tax friendly as possible while ensuring statutory compliance. This detailed compensation structure will be shared in your appointment letter.

The compensation would consist of two parts – Fixed remuneration and Variable remuneration. The fixed and variable remuneration together will be treated as the Cost-to-Company (CTC).

Your fixed remuneration will be **Rs. 11 Lakhs**, variable remuneration will be **Rs. 1 Lakh** leading to a CTC of **Rs. 12 Lakhs**. The company is committed, among other key issues, to the enhanced financial well-being and wealth creation for our talent and the same shall always be a critical part of the organisational approach.

We would be happy to get you on board on 18th April 2016

Welcome aboard.

Yours sincerely,

Vikas Chaturvedi

XANADU
REALTY

zomato.com
info@zomato.com

November 6th,2015

Tanmay Anil Agrawal

BDQPA4394D

53 Omkar Nagar,

Jilla Peth,"Ratna-Niketan"

Jalgaon

Dear Tanmay,

Welcome to Zomato!

We are excited to offer you a full time position as **Sales Manager** in the Ad Sales Team at our **Mumbai** office. Your starting date will be **22st February, 2016** and your annual compensation will be **INR 5,20,000/-** subject to tax deductions at source, as applicable.

Principle terms of your employment with Zomato are:

a) During your employment you will not undertake any other employment/ venture of any nature.

b) Your standard workweek will be six (6) days. Your daily working hours and the weekly day off will be determined basis the team roster.

c) You will be required to work in shifts and this will include early morning/ late night shifts.

d) In a calendar year, you are entitled to Fifteen (15) days of casual leave on a pro-rated basis from your start date and Seven (07) days of sickness leave.

e) You will be on probation for Ninety (90) days. We recommend you do not take leave during the probation period. Unless you hear otherwise, your position will become permanent at the end of your probation period.

f) During your employment, you may be expected to travel or work out of an alternate city where Zomato has an office.

g) You shall undertake to read and remain in compliance with Zomato internal polices throughout the term of your employment.

h) **Termination**: Termination: During probation, Zomato may terminate your services by providing one (01) week written notice or pay in lieu thereof. Similarly, during probation you may terminate your services with Zomato by providing one (01) week written notice failing which Zomato reserves the right to withold and/ or deduct money equal to your one (01) week's pay. Post probation, you or Zomato may terminate your employment by providing one (01) month written notice or pay in lieu thereof. Notwithstanding anything to the contrary herein setout Zomato reserves the right to forthwith terminate your employment, at its sole discretion and without pay, where you are in material breach of your employment terms and/ or Zomato internal policies.

i) **Confidentiality**: You undertake to perform your service to Zomato with trust and confidence. During your employment you will be privileged with confidential information about Zomato. You agree that you shall not, except as maybe required to perform your duties or by applicable law, disclose to other or use, directly or indirectly any Confidential Information as defined herein and you will use discretion and good faith in what you do disclose that may not be specifically defined as Confidential Information hereunder.

"Confidential Information" shall mean any confidential and/ or proprietary information of Zomato disclosed to and/ or obtained by you on behalf of Zomato whether or not in relation to the scope of your employment, either directly or indirectly, in writing or orally or as contained in tangible or fungible form.

j) **Non-Compete**: During your employment with Zomato and for a period of twelve (12) months thereafter, you shall not seek employment with any organization that is directly or indirectly engaged in same/ similar business activities as Zomato. Further, you yourself shall not, directly or indirectly, enter into business activities that are similar to those undertaken by Zomato.

k) **Non Solicit:** During your employment with Zomato and for a period of twelve (12) months thereafter you shall not (as the case maybe), directly or indirectly (i) entice any employee to leave their employment with Zomato; (ii) solicit them for employment opportunities with third parties; (iii) solicit or entice in any manner, directly or indirectly any customers, agents, vendors, users, clients of Zomato.

l) You shall be entitled to avail gratuity benefits as per the Gratuity Act, 1972.

m) Dispute Resolution and Governing Law: Parties shall endeavor to amicably resolve all disputes arising hereunder. Thereafter, parties may refer the matter to arbitration in accordance with the terms of the Arbitration and Conciliation Act, 1996 for proceedings carried out by a court appointed arbitrator. The courts at New Delhi shall have the exclusive jurisdiction to preside on matters arising hereunder.

We are delighted to welcome you to our organization and wish you a great career with us!

For Zomato Media Private Limited

Sharad Goyal
Vice President, Human Resources

I have read the principle terms of my employment with Zomato and confirm my acceptance of the aforementioned terms.

Name:

Signature:

Date:

zomato

Breakup of Compensation Package (All figures are in INR)

Salary	Monthly	Annually	Remarks
Basic Salary	16,667	2,00,000	*Taxable*
House Rent Allowance (HRA)	8,333	1,00,000	*Taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions*
Conveyance Allowance	1,600	19,200	*Paid monthly and tax free*
Medical Allowance	1,250	15,000	*Paid monthly and tax free **subject to** submission of original medical bills and compliance with other conditions. Taxable otherwise.*
Leave Travel Allowance (LTA)	-	-	*Optional: By default, LTA is NOT a part of the salary structure. You can opt in for LTA to reduce tax deductions from your salary. In case you wish to do so, please inform the HR team in writing or through email. Once opted, it cannot be changed. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Paid twice in a block of 4 years and tax free if all conditions related to LTA claim as specified under Income Tax Act & company policy are complied with.*
Telephone Allowance	-	-	*Optional: By default, telephone allowance is NOT a part of the salary structure. You can opt in for telephone allowance to reduce tax deductions from your salary. In case you wish to do so, please inform the HR team in writing or through email. Once opted, it cannot be changed.* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.*
Special Allowance	1,883	22,600	*Taxable*
Special Allowance for Professional tax	Refer to (1) in Notes below	Refer to (1) in Notes below	*Deducted from the monthly gross salary upto a limit of INR 300 a month.*
Special Allowance for Employee's Share of Provident Fund	1,800	21,600	*Deducted from the monthly gross salary*
Gross Salary	**31,533**	**3,78,400**	
Retiral Benefits Employer's Share of Provident & Pension Fund	1,800	21,600	*Pension fund contribution & provident fund contribution is calculated @ 8.33% & @ 3.67% (respectively) on minimum basic salary of INR 15,000*
Variable Incentives			*Variable. Performance Based.*
Performance linked incentives at an indicative average payout	10,000	1,20,000	*Approximately 30% of your Base salary**
Total Target Cash (CTC)		**5,20,000**	

Business Reimbursements (Not a part of the CTC)	Monthly Limits	Annual Limits	These business reimbursements are payable only on actual expenses incurred and supported by original bills
Fuel	7,000	84,000	*Reimbursement upto actual expenses incurred and supported by original bills is tax free.*
Business Phone	1,000	12,000	
Internet	600	7,200	
Business Reimbursements	**8,600**	**1,03,200**	

Notes:

1. Professional Tax is subject to location and deducted from the gross salary on a monthly basis

2. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to investment declaration submitted by you.

3. All the above components and benefits are as per company's policies, which are subject to change from time to time without any prior intimation

4. You will be eligible for Gratuity on completion of five years service and you will be governed by the provisions of Payment of Gratuity Act, 1972

** Base Salary = Gross Salary + Retiral Benefit*

March 9, 2016

Mr. Abhimanyu Sood

Sub:- Offer of employment

Dear Abhimanyu,

We are thrilled to invite you to join Xanadu Realty which seeks to be an exceptional talent powerhouse in the Indian real estate space.

Basis our discussions and engagements with you so far as also prior experiences with you, we are pleased to invite you aboard as **Management Trainee (Sales)**. The role is headquartered out of Mumbai and you would operate out of the corporate office.

A detailed appointment letter with key terms of association shall be shared with you shortly. This would detail out your compensation breakup head-wise, other key inputs on employment as also the joining formalities.

Your compensation details are provided below in this letter. We are in the process of making your compensation as tax friendly as possible while ensuring statutory compliance. This detailed compensation structure will be shared in your appointment letter.

The compensation would consist of two parts – Fixed remuneration and Variable remuneration. The fixed and variable remuneration together will be treated as the Cost-to-Company (CTC).

Your fixed remuneration will be **Rs. 11 Lakhs**, variable remuneration will be **Rs. 1 Lakh** leading to a CTC of **Rs. 12 Lakhs**. The company is committed, among other key issues, to the enhanced financial well-being and wealth creation for our talent and the same shall always be a critical part of the organisational approach.

We would be happy to get you on board on 18th April 2016

Welcome aboard.

Yours sincerely,

Vikas Chaturvedi

XANADU
REALTY

Office #2, 36th Floor, St. Regis Hotel, 462, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, India • Tel +91 22 6162 8000

March 9, 2016

Ms. AnkitaDwivedi

Sub:- Offer of employment

Dear Ankita,

We are thrilled to invite you to join Xanadu Realty which seeks to be an exceptional talent powerhouse in the Indian real estate space.

Basis our discussions and engagements with you so far as also prior experiences with you, we are pleased to invite you aboard as **Management Trainee (Sales)**. The role is headquartered out of Mumbai and you would operate out of the corporate office.

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November 6th,2015

Ashmita Chabria

AP01020120013163

1-8-215/9 Lal Bahadur Nagar,

PG road.

House number:160,

Secunderabad, 500003

Dear Ashmita,

Welcome to Zomato!

We are excited to offer you a full time position as **Sales Manager** in the Ad Sales Team at our **Hyderabad** office. Your starting date will be **22st February, 2016** and your annual compensation will be **INR 5,20,000/-** subject to tax deductions at source, as applicable.

Principle terms of your employment with Zomato are:

a) During your employment you will not undertake any other employment/ venture of any nature.

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Leave Travel Allowance (LTA)	-	-	*Optional: By default, LTA is NOT a part of the salary structure. You can opt in for LTA to reduce tax deductions from your salary. In case you wish to do so, please inform the HR team in writing or through email. Once opted, it cannot be changed. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Paid twice in a block of 4 years and tax free if all conditions related to LTA claim as specified under Income Tax Act & company policy are complied with.*
Telephone Allowance	-	-	*Optional: By default, telephone allowance is NOT a part of the salary structure. You can opt in for telephone allowance to reduce tax deductions from your salary. In case you wish to do so, please inform the HR team in writing or through email. Once opted, it cannot be changed.* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.*
Special Allowance	1,883	22,600	*Taxable*
Special Allowance for Professional tax	Refer to (1) in Notes below	Refer to (1) in Notes below	*Deducted from the monthly gross salary upto a limit of INR 300 a month.*
Special Allowance for Employee's Share of Provident Fund	1,800	21,600	*Deducted from the monthly gross salary*
Gross Salary	**31,533**	**3,78,400**	
Retiral Benefits Employer's Share of Provident & Pension Fund	1,800	21,600	*Pension fund contribution & provident fund contribution is calculated @ 8.33% & @ 3.67% (respectively) on minimum basic salary of INR 15,000*
Variable Incentives			*Variable. Performance Based.*
Performance linked incentives at an indicative average payout	10,000	1,20,000	*Approximately 30% of your Base salary**
Total Target Cash (CTC)		**5,20,000**	

Business Reimbursements (Not a part of the CTC)	Monthly Limits	Annual Limits	These business reimbursements are payable only on actual expenses incurred and supported by original bills
Fuel	7,000	84,000	*Reimbursement upto actual expenses incurred and supported by original bills is tax free.*
Business Phone	1,000	12,000	
Internet	600	7,200	
Business Reimbursements	**8,600**	**1,03,200**	

Notes:

1. Professional Tax is subject to location and deducted from the gross salary on a monthly basis

2. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to investment declaration submitted by you.

3. All the above components and benefits are as per company's policies, which are subject to change from time to time without any prior intimation

4. You will be eligible for Gratuity on completion of five years service and you will be governed by the provisions of Payment of Gratuity Act, 1972

** Base Salary = Gross Salary + Retiral Benefit*

Mahindra

Mahindra & Mahindra Ltd.
Automotive & Farm Equipment Sectors
Mahindra Towers, Akurli Road,
Kandivli (East) Mumbai 400 101 India

mahindra.com

Regd. office:
Gateway Building, Apollo Bunder,
Mumbai 400 001 India

12.04.2016
Ref: AFS/HR/ 11377

Mr. K Siva Teja
House Number- 87/1130-1,
Behind Shakuntala Kala Mandir,
Rajeswari Nagar, Kurnool,
Andhra Pradesh - 518002

Dear K Siva,

We have pleasure of offering you appointment in Mahindra & Mahindra, in Automotive Sector, Sales & Customer Care, at Kandivali, as Sales Trainee, in grade L8 Operational.

This offer of appointment is subject to your satisfying the following:

a. Your written undertaking to join, not later than **06.06.2016**.
b. Certification of your medical fitness by the Company authorised doctor, and
c. Submission of all your necessary certificates and documents in respect of educational and professional qualifications, proof of age and previous employment, as per the requirements of the Company.

This appointment will commence from the date on which you join the Company. A joining note to that effect will be issued to you.

The terms and conditions of employment shall be as under:

1. You will receive emoluments / allowances as per the attached Annexure.
2. Gratuity, Provident Fund, Superannuation as per the rules of the Company.
3. The age of Superannuation will be sixty years.(On the strength of the bio-data submitted by you, we have recorded your date of birth as **12.07.1990)**
4. With effect from the date of your employment, you are required to become a member of the Mahindra & Mahindra Limited Staff Provident Fund.

Mahindra

5. The Company may from time to time, station you on deputation, lend or transfer your services to any of its Departments, Affiliates, Subsidiaries or Associate Companies or in any other location in India/abroad. Consequent to such transfers, you will be governed by terms and conditions as applicable at place of posting.

6. You will be on training for a period of **one year**. This training period could be curtailed or extended at the discretion of the Company. However, completion of one year of training does not entitle you or result in automatic confirmation of your employment, unless the Company confirms your employment in writing. During this period, your employment may be terminated forthwith by giving 1 Month notice and without assigning any reasons.

7. You will be entitled to Exigency Leave as per the rules.

8. On satisfactory completion of the period of training, you will be confirmed in our service and on confirmation :
   a. You will be entitled to Privilege Leave, as per the rules thereof;
   b. The Company, however, will be at liberty to call upon you not to report for work or even take up any alternate employment during this period, which will be at the sole discretion of the Company. The Company will also be at liberty to pay you three months' notice wages in lieu of notice. However, it will be impermissible for you to waive the shortfall in the notice period by buying the said shortfall period in lieu thereof.
   c. Medical Benefits for self and family applicable from the date of confirmation.

9. So long as you are in the employment of the Company, you will, at all times, observe secrecy and confidentiality and will not divulge, disclose or make known to any unauthorised person within or outside the Company, nor will you unauthorisedly use any knowledge or information in respect of manufacturing, technical trade or business data (including manufacturing processes, technical know-how, customer information, business plans and like matters) which are necessarily confidential and have come to your knowledge and possession.

10. You will also not remove any such information in any form whatsoever from the Company premises, nor copy or transmit the same unauthorisedly through any medium including social networking networks/ public sites, nor will you grant permission to assist, permit entry to, or in any manner co-operate with any unauthorised person for the purposes of accessing, obtaining, copying, transmitting or removing the above. Even after the cessation of your employment with the Company, you will not use, divulge, disclose or remove in any manner whatsoever confidential information of the type described above of which you were in possession whilst in service to the detriment of the Company.

Mahindra

11. You will also observe all the confidentiality measures which are in existence, or which may be enforced from time to time, as well as directions as to confidentiality marked on any communication, document, electronic data storage device etc. You shall indemnify and hold Company harmless and indemnified against any damage or loss caused to the Company on account of breach of confidentiality on your part. These confidentiality provisions shall survive the separation of your employment with the Company, either by way of retirement or termination or otherwise.

12. In addition to your fulfilling the requirements of secrecy and confidentiality, as specified herein, also during your employment with the Company, you shall not engage in any vocation, training, employment, consultancy, business, transaction, or any other activity, which is in conflict with the interests of the Company, in any capacity whatsoever either on your own or in association with any other individual/firm/institute/body corporate, etc., whether for any consideration or not.

13. You will devote your full attention exclusively to the duties entrusted to you from time to time by the Company and while in service of this Company you will not work for any person or Company in any capacity either for any consideration or otherwise, nor do any private business without obtaining prior permission of the Company in writing.

14. You will assign to the Company your entire right, title and interest in any Intellectual Property Rights (IPRs for short, which term would include patents, trade-marks, copyrights, designs, whether registered or not, and all improvements thereto) that you may make, solely or jointly with others, in the course of your employment with the Company relating to any or all systems, services and products manufactured or marketed or leased or developed. You will perform all necessary acts and execute such documents in such format as may be required by the Company, without expense to you, which in the judgment of the Company or its Attorneys may be necessary or desirable to secure to the Company full right title and interest in the IPRs.

15. The Company shall at all times have the right to access and monitor all e-mails created, sent / received or stored by you using Company facility and on Company's system at any time without giving you any prior notification. All such data and information shall be the property of the Company at all times.

16. You shall endeavour to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever.

17. You shall, on ceasing to be the employee of the Company, forthwith return all Company properties, movable and immovable, including, without limitation, all Company information, files, reports, memoranda, software, credit cards, door and file keys, computer access codes and such other property which you received or in possession or prepared in connection with your employment with the Company.

Mahindra

18. Any joining expenses reimbursed or any payment made to you while joining by the Company will be recovered in the event you leave the organization within two years of joining.

19. You will be subject to all applicable laws of the land and all rules, regulations and policies of the Company which may in force from time to time.

Please return the duplicate of this letter, duly signed, in token of your acceptance of the above mentioned terms and conditions of the employment, having read the attached Code of Corporate Governance and on joining you will abide by its prescriptive principles.

We wish you a long and fruitful career with **Mahindra & Mahindra Ltd.**

Thanking you,
Yours Sincerely,
For **MAHINDRA & MAHINDRA LTD.**

Atul Joshi
Head – HR
AD, IO & MVML

If the above conditions are not satisfied/fulfilled on or before **06.06.2016**, this letter of appointment will become null and void and will stand cancelled.

I hereby confirm my joining on **06.06.2016**.

Accepted: _____

Mahindra

Mahindra & Mahindra Ltd.
Automotive & Farm Equipment Sectors
Mahindra Towers, Akurli Road,
Kandivli (East) Mumbai 400 101 India

mahindra.com

Regd. office:
Gateway Building, Apollo Bunder,
Mumbai 400 001 India

12.04.2016
Ref: AFS/HR/ 11377

Mr. K Siva Teja
House Number- 87/1130-1,
Behind Shakuntala Kala Mandir,
Rajeswari Nagar, Kurnool,
Andhra Pradesh - 518002

Dear K Siva,

With reference to our enclosed letter of appointment dated **12.04.2016** and your subsequent acceptance of the same, we request you to kindly get the below mentioned documents on the first day of your joining:

- Release Letter from your current employer
- Proof of prior work experience
- Proof of Date of Birth (School leaving certificate / Passport)
- Certificates supporting Academic and Professional qualifications
- Two Passport size colour photographs

Kindly get the Original Certificates for verification.

Thanking you,
Yours Sincerely,
For **MAHINDRA & MAHINDRA LTD.**

Atul Joshi
Head – HR
AD, IO & MVML

NAME		K Siva Teja	
CTC		650000	
Designation		Sales Trainee	
CE		Automotive Division	
BAND		O	
GRADE		L8	
		ANNUAL	MONTHLY
Basic		15,600	1,300
Ad-hoc Pay		260,856	21,738
PF Base	(A)	276,456	23,038
PF		33,175	
Gratuity*		15,371	
Superannuation**		-	-
Retirals	(B)	48,546	
TOTAL FIXED	(A+B)	325,002	
House Rent Allowance		165,874	
Conveyance Allowance		19,200	
Child Education Allowance		2,400	
Supplementary Allowance		85,524	
Total Allowances #	(C)	272,998	22,750
TOTAL GUARANTEED	(A+B+C)	598,000	
PERFORMANCE PAY***	(D)	52,000	
CTC	(A+B+C+D)	650,000	
GROSS PAY P.M.			45,788

Note: The above amount (CTC) does not include reimbursements towards lunch subsidy, medical-domiciliary/hospitalisation and telephone(if any). These reimbursements will be as per Company's policy.

** Gratuity is considered @ 5.56% of PF base. However, actual amount payable will be as per Company's policy/Payment of Gratuity Act.*

*** Superannuation - Option available to take in monthly salary*

 # These components are not in nature of wages and hence are not reckoned for PF, Gratuity etc.

**** Performance pay at your level is divided into AFS, CE/JV, Functional & Individual Share as per the ratio given below.The actual payout will depend on the performance of the Business and your Individual performance against set targets.*

AFS Performance	Business X Matrix	Individual Score
0%	20%	80%

****For the purpose of CTC calculation the AFS, CE/JV & Individual performance is taken at Level 3. However you have an opportunity to earn a maximum performance pay indicated at Level 5 below.*

Level 5	Level 3
88,400	52,000

ANY COMMITMENT MADE OTHER THAN THE ABOVE WILL BE VALID ONLY IF GIVEN IN WRITING BY THE UNDERSIGNED.

Atul Joshi
Head – HR
AD, IO & MVML

K Siva Teja
I Accept

Mahindra FINANCE

Mahindra & Mahindra
Financial Services Ltd.
3rd Floor, Mahindra Tower,
Durgapura, Tonk Road,
Jaipur 302 018 India
Tel: +91 141 2554862
Fax: +91 141 2554863

Ref: MMFSL/APR16/MT/HRD

Date: **April 08, 2016**

Mr. Soumen Mukherji
9/1, T.N Pal Road
PS-Naihati,Dist-24, Paraganas
West Bengal-743165

Dear Mr. Mukherji,

SUB: Offer Letter

We refer to your application and subsequent interviews for the **Operations** position in our Company.

Further to the interview, we are pleased to offer you employment as a **"Management Trainee – Operations"** in Grade – **L8O** at our **Ahmedabad Branch.**

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our **Ahmedabad Branch** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	800
Medical Reimbursement	750
Personal Allowance	9233
Monthly Gross	28783
Annual Gross	**345397**
Annual Benefits	
Provident Fund	17280
Gratuity	6923
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay	80000
Total Annual CTC	**480000**

*Note: At the end of 1st year and 2nd year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S+' or 'ES' in the appraisal.
At the end of the 2nd year an amount of Rs. 1,20,000/- would be merged with the current CTC of the Management Trainees provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

Allowance as per policies currently in force and subject to change based on individual and company's performance

In addition to these:

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs.**

A detailed appointment letter will be issued to you after your joining the Company.

We would appreciate if you can kindly join us on or before **June 01, 2016**.

Please sign the duplicate copy of this letter as token of acceptance of the above offer.

The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

Wishing you Best of Luck!!!

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

AUTHORISED SIGNATORY

LG

LG Electronics India Pvt. Ltd.
Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida - 201306 (U.P.) India
T: 91-120-7180100 F: 91-120-7180690/91 Website: www.lge.com

Ref.: HR/APT/EXE/2017

U00132

Date: 08-Jun-2017

SHIVANI JAGGA
83-84, JAWAHAR MARKET,
SRI GANGANAGAR, 335001,
RAJASTHAN

Dear Ms. JAGGA,

We are pleased to appoint you in our Management team as **Sr.Executive I (Sales Admn.)** at **GREATER NOIDA** in our company as per the following terms and conditions.

1. Your Basic salary will be Rs.**26,000**/- per month.

1.1. Annual increments and promotions will be made on the basis of merit in accordance with the guidelines of the company from time to time.

1.2 The company can award incentive to employees according to its policy. The payment of incentive is aligned with the performance of the company and each employee based on the KPI achievement.

2. In addition to your basic salary, you will be entitled to the perquisites listed in Annexure -I.

2.1. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company.

3. Your appointment takes effect from **01-June-2017**.You will be on probation for a period of six months from the date of your joining. You will be confirmed in your appointment in writing on successful completion of the said probationary period.If no confirmation is made at the end of the said probationary period, it will be deemed to have been extended until the company confirms you in writing

3.1. Your services with the company may be terminated during the probationary period by either party giving one month's notice to the other in writing or basic salary in lieu of notice.

3.2. After confirmation in the company's services, your services may be terminated by either party giving two month's notice to the other in writing, or salary in lieu of notice except as mentioned in sub clause 3.3.

3.3. In case the employee is in breach of any of the terms of service especially Clause 7, and 8 herein below or is involved in gross misconduct, inefficiency, non achievement of assigned KPI's, dereliction of duty, misrepresentation, fraud, unauthorised absence, or any other reason directly or indirectly affecting the business of the Company then the company reserves its right to terminate the service with immediate effect without giving any notice or salary in lieu thereof.

3.4. In case the employee resigns in terms of para 3.1 or para 3.2 herein above, after giving notice or otherwise then the Company reserves its right to utilize his services during the notice period.In case the Company decides otherwise then the Company may accept the resignation forthwith and discharge immediately without paying any salary in lieu of the balance notice period and hence the Company shall not be under obligation to pay salary for the notice period under para 3.1 and or para 3.2 above.

LG

LG Electronics India Pvt. Ltd.
Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida - 201306 (U.P.) India
T: 91-120-7180100 F: 91-120-7180690/91 Website: www.lge.com

4. In case notice pay (salary in lieu of notice) is payable by either party, under points 3.1 or 3.2, the notice pay shall mean the basic salary only.

5. Although your initial posting will be at **GREATER NOIDA**, you may be transferred to other locations anywhere in India at the discretion of the company, depending upon the exigencies of business. In such transfers you will be governed by the perquisites, allowances , rules and regulations and such other conditions of employment as applicable at the place of transfer.

5.1 Your Role & Responsibilities for current position are annexed herewith for you to read & understand the job. However your R&R may change as per requirement of the company.

6. You are expected to promote and expand the business of the Company and not directly or indirectly and either solely or jointly be engaged in any service or other business or profession whether during or after the hours of employment without written sanction from the company.

7. In the course of employment with the Company, by virtue of the position held by you, you may acquire knowledge regarding the Company's secret processes, methods of manufacture, business practices etc. Such secret knowledge, however obtained by you, shall not be disclosed or allowed to be disclosed to other parties in the interest of the Company's business. Therefore, you shall not, at any time during the term of service with the company or thereafter,make available or accessible such secret knowledge to any other party,directly or indirectly.

8. During your services with the company, you will be governed by the rules and regulations in respect to conduct and discipline, retirement and other matters as may be framed by the company from time to time.

9. You are expected to be always alive to the responsibilities and duties attached to your appointment in the "Management Cadre" and should conduct yourself accordingly.

10. Your continuance in service with the Company is subject to your remaining physically and mentally fit.You will submit yourself to medical examination as per the direction of the Management.

Any variation of the above terms and conditions will not be valid unless expressively made in writing.

Please sign and return the duplicate copy of this letter of Appointment (initialling each page, including Annexure - I) in token of your having accepted the above terms and conditions.

Thanking you,

Yours Faithfully,
For LG Electronics India Pvt Limited,

UMESH KUMAR DHAL
DIRECTOR - HR & MS

Encl.: As above

LG Electronics India Pvt. Ltd.
Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida - 201306 (U.P.) India
T: 91-120-7180100 F: 91-120-7180690/91 Website: www.lge.com

SALARY STRUCTURE W.E.F 01/06/2017

SHIVANI JAGGA (U00132)
Sr.Executive I
(TEAM MEMBER - Sales Admn.)

S No.	COMPONENTS	Monthly	Yearly
1	BASIC	26000	312000
2	Housing Maintenance Allowance	3800	45600
3	LTA		10000
4	Reimbursement of Medical expenses	1250	15000
5	HRA/Co.leased accommodation	13000	156000
6	Professional Pursuit Allowance	3500	42000
7	Family Maintenance Allw.	2247	26964
8	Diwali Bonus (240% of Basic) (on Prorata basis)		62400
9	Company Contribution to Provident Fund	3120	37440
10	Gratuity (Provision)		15000
	TOTAL PER ANNUM	**52917**	**722404**

VED PARKASH
MANAGER - HR

MGH

Mr. Syed Adeeb Akhtar
Eden Terrace, 10 Tarak Dutta Rd.
Kolkata- 700019

27th March 2017

THIS AGREEMENT is made on the 27th March 2017, at JMD Pacific Square, 5th Floor, Sector – 15, Part II, Gurgaon, India.

Between

MGH Logistics Pvt. Ltd., a Company with limited liability incorporated, registered and existing under the Companies Act, 1956 having its Registered Office at **B-403 , Satellite Gazebo, Chakala, Ghatkopar-Andheri Link Road, Andheri East, Mumbai-400093** in the State of Maharashtra, India and having its head office at **JMD Pacific Square, 5th Floor, Sector – 15, Part II, Gurgaon, India**, hereinafter referred to as **"the Company"** or **"the Employer"**, which expression shall, unless contrary to or repugnant to the context or meaning thereof, be deemed to mean and include its legal successors, group companies, holding company, subsidiaries, liquidators, executors, administrators and permitted assigns) of the **One Part.**

And

Mr. Syed Adeeb Akhtar son of Mr. Jamil akhtar, presently residing in **3 Tanti Bagan Road, 3rd Floor, Kolkata-700014** hereinafter referred to as "**the Employee**" of the Other Part.

WHEREAS:

a. The Employee has offered his services to the Company and has applied for the post of **: Management Trainee** to be currently based at **Mumbai**;

b. The Company has accepted the offer of services of the Employee to the post of **: Management Trainee** currently based at **Mumbai** and issued an appointment letter dated 27th March 2017. The Employee has conveyed his acceptance to the counter proposal as made by the Company to him for the post of **: Management Trainee** on the terms and conditions as agreed to and as hereinafter written.

NOW IT IS HEREBY AGREED AS FOLLOWS:

For good consideration, the Company employs the Employee on the following terms and conditions.

1. **Appointment:** Subject to the provisions for termination set forth, the Company hereby appoints the Employee to the post of **: Management Trainee** with effect from **May 15 2017** to be currently based at **Mumbai**. The Employee's duties may be reasonably modified at the Company's discretion from time to time.

MGH Logistics Pvt. Ltd.
Reg. Office : Satellite Gazebo, 403, Chakala, Ghatkopar-Andheri Link Road, Andheri East, Mumbai-400093
Corp. Office : JMD Pacific Square (5th Floor), Sector-15, Part-II, Near 32nd Milestone, Gurgaon - 122001 (Haryana) India, Tel.: +91-124-4113364 / 65 Fax: +91-124-4117162

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MGH

2. **Remuneration:** The Company appoints the Employee in the Scale of Pay payable per month as follows:

	INR Per Month
Basic	14,288
House Rent Allowance	7,144
Medical Allowance	1,250
Education Allowance	250
City Compensatory Allowance	4,512
Conveyance	4,512
Personal Pay	5,644
Gross	37,600

In addition to the above salary, the employee shall be entitled to the privileges / benefits like the Provident Fund as per the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 and the Employees State Insurance Fund as per the provisions of Employees' State Insurance Act, 1948 and/or any other statutory enactment to the extent as applicable to the Company.

After completion of 1 year of service, the employee shall be eligible for such benefits as stated under clause 3.

Provided that, if the Employee shall at any time during the course of his employment with the Company be absent from his employment without the prior leave of the Employer, the Employer shall, without prejudice to any of other rights, be entitled to deduct from his salary a proportionate sum for each day of absence from the duty.

Provided further that, if the Employee shall at any time during the course of his employment with the Company be absent from his employment for a period of 4 days without seeking prior leave from the Employer, the Employer shall, without prejudice to any of other rights, be entitled to terminate the services of the Employee.

3. **The following terms and conditions will govern the employment:**

(i) **Probation & Confirmation:**

a. The Employee will be on a probation period of 6 (Six) months (**"the Probation Period"**). However, the Company may, in its sole and absolute discretion, either extend or reduce the Probation Period.
b. Both, the Company and the Employee, reserves the rights to terminate the service by giving 24 (Twenty-Four) hours notice during the period of probation.
c. At the end of the Probation Period and on the satisfaction of the Employee's performance as determined by the Company, the services of the Employee will be confirmed by the Company in writing.

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(ii) **Benefits**

a. **Medical:** The employee will be eligible to claim mediclaim benefits from the date of joining the Company. The amount of such mediclaim benefits shall be governed by the Company's medical claim policy.

b. **Leave Travel Allowance:** The employee will be entitled to one month Basic Salary upon completion of 1 year of service.

c. **Bonus:** Bonus shall be payable strictly as per the provisions of the Payment of Bonus Act, 1965 or any other statutory enactment, to the extent applicable to the Company.

d. **Gratuity:** Gratuity shall be payable as per the provisions of the Payment of Gratuity Act, 1972.

(iii) **Retirement Age:** The retirement age for the Employee shall be 60 (Sixty) years.

(iv) **Leave:**

The Employee shall be entitled to 15 days of paid leave on completion of one year of service.

The employee, upon completion of 6 months of service shall also be eligible for the following:

a. Sick Leave : 8 days
b. Casual Leave: 7 days

Unutilized Paid leaves only can be carried forward to next year, but at any point of time your total Paid leave balance cannot be more than 30 days and total leave balance of 45 days in a calendar year. Any unutilised paid leave more than 30 days of leave shall be forfeited.
You cannot carry forward any unutilised Sick/casual leave to the next year. Any leave balance at the end of the calendar year shall be forfeited.
Unpaid leave shall be granted at the sole discretion of the Company. The Company reserves the right to terminate your employment without notice if you are absent from work on unpaid leave without prior approval from the Company.

(v) **Working Hours:**

The working hours of business on weekdays shall be fixed by the Company keeping in view with the statutory laws of the land and the exigencies of the business. The employee shall, if required, be required to work in shifts.

(vi) **Duties and Responsibilities:**

The Employee may be assigned such duties as may be determined by the Company from time to time and may be reasonably modified at the Company's discretion from time to time.

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Reg. Office : Satellite Gazebo, 403, Chakala, Ghatkopar-Andheri Link Road, Andheri East, Mumbai-400093
Corp. Office : JMD Pacific Square (5th Floor), Sector-15, Part-II, Near 32nd Milestone, Gurgaon - 122001 (Haryana) India, Tel.: +91-124-4113364 / 65 Fax: +91-124-4117162

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(vii) **Fitness and continuity of Employment:**

The Employee's appointment and continuation in employment will always be subject to his remaining physically fit. The Management may send the Employee for a medical "check up" to any physician at any time during his employment. The decision of the physician in this regard will be final and binding.

(viii) **Notices & Communications:**

The Employee's address as given in the application form will be deemed to be the correct for the purpose of sending any communication to him. In case of any change in Employee's address, the Employee shall notify the management within seven (07) days of the same.

(ix) **Special Conditions:**

a. Considering the different training investment on the employee in India/other countries, employee hereby undertakes that he/she will diligently and sincerely serve the Company during the course of his employment.

b. The Employee shall not engage into any work, with or without remuneration, in the same field as that of the Employer and/or with any competitor of the Employer during the course of his employment with the Employer.

(x) **Termination:**

a) The employment under this Agreement, may at any time be terminated by either party by giving 30 (thirty) days notice in writing to the other.

b) If the Company terminates the employment without giving 30 (thirty) days notice, the Company shall be liable to pay to the Employee 30 (thirty) days salary in lieu of notice, except that if the employee shall at any time be guilty of any gross misconduct or of persistent unpunctuality or negligence of his duties, then the Company may terminate his employment under this Agreement without notice or payment in lieu thereof.

c) If the Employee intends to terminate the employment contract with immediate effect rather than implement the 30 (thirty) days notice, the Employee shall be liable to pay payment the sum equivalent to 30 (thirty) days salary to the Company in lieu of the notice period.

d) Upon resignation it shall be on absolute responsibility of the Employee that he hands over his duties to the appropriate officer of the Company and receives a formal release order from the Company.

4. **Other Terms and Conditions:**

i. **Gifts and obligations:** The Employee shall not be allowed to accept any gifts or obligations from any person during the course of his employment with the Company.

ii. **Rules, Regulations etc.** The Employee shall abide by the rules, regulations and conditions of services governing the conduct and disciplinary matters of the employees of the Company, Company's human resource policies and procedures,

as applicable and framed from time to time shall apply. The Rules of human resource manual of the Company shall be applicable to all the Employees irrespective of age, sex and nature of employment of the particular Employee.

MGH Logistics Pvt. Ltd.

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Corp. Office : JMD Pacific Square (5th Floor), Sector-15, Part-II, Near 32nd Milestone, Gurgaon - 122001 (Haryana) India, Tel.: +91-124-4113364 / 65 Fax: +91-124-4117162

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iii. **Credit to Customers:**

a) The Employee hereby covenants that he shall not give any unauthorized credit to any customer and if he gives any such credit or create any unauthorized liability for the Company, he shall be personally liable for such credit/liability.

b) Further, the employee expressly agrees that the Company shall not issue a release order to the Employee, in the event such liabilities remain.

iv. **Rights to new development:** The rights to any concepts, system, programs or the like produced wholly or in part by the Employee, whether or not by EDP, including any possible applications of such material in execution of Employee's duties, belongs to the Company.

v. **Personal Relationship with another employee:**

The Employee shall abide by the Company's policy as stated in the Company's human resource Manual regarding having/developing relationship of personal nature with another Employee.

vi. **Joining/Engaging with a Competitor:**

a) The Employee through this Agreement covenants and agrees that until the expiration of 1 (one) year after the termination of service, he shall not join or engage with any Company, either on a formal or informal basis, which is in direct competition with any of the companies in which Mr. Anis Ahmed, the Director of the Company, is the Managing Director.

b) The Employee further covenants that until the expiration of 3 (three) years after the termination of service that he shall not start/join a business which is in direct competition with any of the companies in which Mr. Anis Ahmed, the Director of the Company, is the Managing Director.

vii. **Non Solicitation of Customers and Employees:**

a) The employee, will not for a period of 3 months after cessation of the employment for any reason, directly or indirectly, and on his own behalf or on behalf of any other business or person which is, wholly or partly in competition with any business carried out by the Company, canvas, solicit, attempt to entice away or otherwise accept the custom or business of any client of the Company to whom the Company has provided service and to whom the employee has had business dealings on behalf of the Company within the last 12 months of his employment.

b) The employee agrees that for a period of 3 months after termination of his employment, he will not solicit or entice away or engage from the Company or offer or cause to be offered any employment to any person employed by the Company.

The employee agrees that the covenants set out above are separate and severable and are considered by his and the Company to be reasonable and necessary for the protection of the legitimate interests of the Company.

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viii. **Conflict of Interest :**The employee agrees to avoid all situations that present or appear to create a conflict between his personal interests and the interests of the Company. When dealing with current or prospective customers, suppliers, and producers, the employee agrees not to receive or extend preferential treatment for personal gain.

ix. **Confidentiality of Proprietary Information:** The Employee hereby agrees not to reveal any confidential information in relation to the matters, documents, books and information relating to the Company's operations or trade secrets to any person, firm, corporation, or entity during or after the term of this employment. Should the Employee reveal or threaten to reveal this information, the Company shall be entitled to secure an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom the said information has been or is threatened to be disclosed.

The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.

x. **Employee to Devote Full Time to the Company:** The Employee will devote full time, attention, and energies to the business of the Company, and, during his employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.

xi. **Assistance in Litigation:** Employee shall, upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

xii. **Effect of Prior Agreements:** This Agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this Agreement.

xiii. **Limited Effect of Waiver by Company:** Should Company waive breach of any provision of this Agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

xiv. **Severability:** If, for any reason, any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (and any predecessor thereof) and the employee, shall be deemed reinstated as if this Agreement had not been executed.

xv. **Assumption of Agreement By Company's Successors and Assignees:** The Company's rights and obligations under this Agreement will inure to the benefit and be binding upon the Company's successors and assignees.

xvi. **Oral Modifications not Binding:** This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered

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only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

xvii. **Settlement of Disputes:** All claims and complaints of the Employee with respect to this Agreement shall be settled in accordance with Company policies, rules and regulations and the laws of the land. In case the Employee contests the decision of the Company, the matter shall be settled amicably through reconciliation. In case the amicable settlement fails, the matter shall be submitted to the exclusive jurisdiction of the Courts at Mumbai only within whose territorial limits the registered office of the Company is at present situated.

xviii. **Applicable Law:** The interpretation, construction, effect and enforceability of this Agreement shall be governed by the laws of Republic of India. Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of the Republic of India and the laws of the concerned State within whose jurisdiction the place of work is located.

xix. **Headings:** The Clauses, Sections and headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

xx. **Survival:** All provisions of this Agreement, which by their terms survive termination of this Agreement, will continue thereafter in full force and effect in accordance with their terms.

xxi. **Counterparts**: This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

xxii.

IN WITNESS WHEREOF, the Company and the Employee have caused this Agreement to be executed and delivered in duplicate, at JMD Pacific Square(5th Floor),Sector#15, Part#II, Gurgaon-122001, Haryana, India, as of the day, month and year first above written, in the presence of the witnesses signing hereunder.

For: MGH Logistics Pvt. Ltd

Himanshu Pant
Executive Director

Kohsheen Zutshi
Human Resources

Signature of the Employee

3/4/12

Syed Adeeb Akhtar

MGH Logistics Pvt. Ltd.
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Name : Mr. Syed Adeeb Akhtar	Designation: Management Trainee	
Location: Mumbai		
	Rupees Per Month	Rupees Per Annum
Gross salary		
Basic	14,288	171,456
House Rent Allowance	7,144	85,728
Medical	1,250	15,000
Education Allowance	250	3,000
City Compensatory Allowance	4,512	54,144
Conveyance	4,512	54,144
Personal Pay	5,644	67,728
Total (A)	**37,600**	**451,200**
Annual Benefits		
Bonus	1,191	14,288
LTA	1,191	14,288
TOTAL (B)	**2,381**	**28,576**
Statutory Benefits		
Provident Fund (Employer's contribution)	1,715	20,575
TOTAL (C)	**1,715**	**20,575**
TOTAL (A+B+C) CTC	**41,696**	**500,351**
Mediclaim- Cashless, as per the company policy		

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OFFER LETTER

Date: 24-01-2017

Roopam Jain
Shubhash Marg,
Shamgarh Dist, Mandasaur
Madhya Pradesh

Dear Roopam,

Congratulations! We are pleased to offer you the position of "Business Development Manager", on the terms set out herein.

1. COMMENCEMENT OF EMPLOYMENT

a. Your employment will commence on Feb 15th, 2017, beyond which the offer would stand withdrawn, unless a new date mutually agreed upon, by us in writing.

b. Your employment is intended to be for an indefinite term, subject to:

   i) the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your academics;

   ii) your successful completion of an initial six (6) month probationary period. During the probation period you will be eligible for benefits in accordance with relevant Company policies; and.

   iii) termination pursuant to the terms of this agreement and the requirements of applicable law.

2. TERMS AND SCOPE OF EMPLOYMENT

a. You will be employed in the position of **Business Development Manager**. You will initially report to the Vice President – Sales & Marketing, or such other person as required by the Company from time to time.

b. Your initial work place will be HYDERABAD – Pi DATACENTERS CORPORATE OFFICE; for Sales Training.

Roopam

c. After completion of Sales Training, your place of work will be **DELHI.** The Company may change your place of work, in its absolute discretion, to another location at which the Company maintains premises.

d. You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Non-Disclosure Agreement"

e. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Pi DATACENTERS's Code of Business Conduct

3. COMPENSATION

Your Annual Compensation will be **INR. 7,00,000/-;** (Seven Lakhs Rupees only per annum)

a. In your annual compensation, the Fixed Salary will be **INR.5,25,000/-** (Five Lakh Twenty Five Thousand Rupees only per annum), which will be paid on monthly basis post TDS and all other statutory deductions; and

b. Your Variable Pay will be **INR.1,75,000/-** (One Lakh Seventy Five Thousand Rupees only per annum) , which will be paid on prorated basis based on your tenure in a financial year and tied to your individual sales performance.

   i) 50% of variable pay will be paid after completion of your probationary period; first six months will be a probationary period.

   ii) After completion of probationary period, variable pay will be paid on quarterly basis.

4. VACATION AND PAID HOLIDAYS

a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.

b. You are entitled to public holidays in accordance with the laws of the state in which you work.

c. Privilege leave and public holidays will be paid as actual workdays.

d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you as per the leave policy.

5. **HOURS OF WORK**

You are expected to work during the Company's normal business hours (9.00 AM – 6.00 PM). The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

6. **BUSINESS TRAVEL**

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard

7. **EXPENSES**

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

8. **TERMINATION OF EMPLOYMENT**

a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

   i) you disobey a lawful direction of the Company;

   ii) you are guilty of any other serious misconduct;

   iii) you commit any serious or persistent breach or non- observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;

   iv) you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT

v) you commit an act or acts in breach of the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment with the Company or "The Pi DATACENTERS's Code of Business Conduct" as each may exist from time to time

vi) you engage in conduct that could bring you or the Company into disrepute;

b. During the probationary period, your employment may be terminated at any time:

i) by you giving to the Company 90 days' written notice; or by paying an amount equal to 90 days' fixed salary; or

ii) by the Company giving you 15 days' written notice or by paying you an amount equal to 15 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

c. After the successful completion of the probationary period, your employment may be terminated at any time:

iii) by you giving to the Company 90 days' written notice; or by paying an amount equal to 90 day's fixed salary; or

iv) by the Company giving you 90 days' written notice or by paying you an amount equal to 90 days' fixed salary, less any applicable or required tax or other deduction

d. You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.

e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such notice period.

f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

g. If your employment is terminated for any reason:

i) the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;

ii) you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles

iii) your obligations contained within the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and

iv) you must not record or retain any confidential information in any form after termination

9. **RETIREMENT**

You will retire on the completion of the Sixtieth year of your age i.e. day before your 60th Birthday. For the purpose of counting age, the date of birth recorded in the Pi DATACENTERS records as provided by you, shall be the conclusive proof

10. **NO CONFLICT OF INTEREST**

a. You warrant that:

i) you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and

ii) your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Pi DATACENTERS Group or which in any way otherwise competes with any member of the Pi DATACENTERS Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

11. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

12. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of the agreement set out in this letter is not a waiver of its right at any later time to insist on performance of that or any other provision of the agreement set out in this letter.

13. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no compensation to you.

14. SEVERABILITY

The Company and you mutually agree that the provisions of this agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

15. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

16. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under the agreement set out in this letter or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence)

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17. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

18. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable.

Please email the scanned copy of the offer along with your signature to hr@pidatacenters.com by end of the day today. If we do not hear back from you within this period, this offer will be deemed void.

We take great pleasure in welcoming you to our Organization, sincerely hope that your period of service with us will be long, pleasant, and of mutual benefit. We hope you will find this offer acceptable and wait to welcome you to the Pi family.

Yours Sincerely

Pi DATA CENTERS PVT. LTD.

Ravi Varma

Manager - Human Resources

Acceptance

I, Roopam Jain, **Identity/Passport Number** ADHAR – 300544275865

Signature

30/Jan/17
Date

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OFFER LETTER

Date: 24-01-2017

G Karthik Kumar Reddy
2/198,Balaji Nagar,
Kadapa - 516004

Dear Karthik,

Congratulations! We are pleased to offer you the position of "Business Development Manager", on the terms set out herein.

1. COMMENCEMENT OF EMPLOYMENT

a. Your employment will commence on Feb 15th, 2017, beyond which the offer would stand withdrawn, unless a new date mutually agreed upon, by us in writing.

b. Your employment is intended to be for an indefinite term, subject to:

   i) the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your academics;

   ii) your successful completion of an initial six (6) month probationary period. During the probation period you will be eligible for benefits in accordance with relevant Company policies; and.

   iii) termination pursuant to the terms of this agreement and the requirements of applicable law.

2. TERMS AND SCOPE OF EMPLOYMENT

a. You will be employed in the position of **Business Development Manager**. You will initially report to the Vice President – Sales & Marketing, or such other person as required by the Company from time to time.

b. Your initial work place will be HYDERABAD – Pi DATACENTERS CORPORATE OFFICE; for Sales Training.

c. After completion of Sales Training, your place of work will be **Mumbai.** The Company may change your place of work, in its absolute discretion, to another location at which the Company maintains premises.

d. You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Non-Disclosure Agreement"

e. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Pi DATACENTERS's Code of Business Conduct

3. COMPENSATION

Your Annual Compensation will be **INR. 7,00,000/-;** (Seven Lakhs Rupees only per annum)

a. In your annual compensation, the Fixed Salary will be **INR.5,25,000/-** (Five Lakh Twenty Five Thousand Rupees only per annum), which will be paid on monthly basis post TDS and all other statutory deductions; and

b. Your Variable Pay will be **INR.1,75,000/-** (One Lakh Seventy Five Thousand Rupees only) , which will be paid on prorated basis based on your tenure in a financial year and tied to your individual sales performance.

   i) 50% of variable pay will be paid after completion of your probationary period; first six months will be a probationary period.

   ii) After completion of probationary period, variable pay will be paid on quarterly basis.

4. VACATION AND PAID HOLIDAYS

a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.

b. You are entitled to public holidays in accordance with the laws of the state in which you work.

c. Privilege leave and public holidays will be paid as actual workdays.

d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you as per the leave policy.

5. HOURS OF WORK

You are expected to work during the Company's normal business hours (9.00 AM – 6.00 PM). The normal working days will be five days a week. However, you may be required to work in excess of

the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

6. BUSINESS TRAVEL

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard

7. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

8. TERMINATION OF EMPLOYMENT

a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

   i) you disobey a lawful direction of the Company;

   ii) you are guilty of any other serious misconduct;

   iii) you commit any serious or persistent breach or non- observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;

   iv) you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT

   v) you commit an act or acts in breach of the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment with the Company or "The Pi DATACENTERS's Code of Business Conduct" as each may exist from time to time

vi) you engage in conduct that could bring you or the Company into disrepute;

b. During the probationary period, your employment may be terminated at any time:

i) by you giving to the Company 90 days' written notice; or by paying an amount equal to 90 days' fixed salary; or

ii) by the Company giving you 15 days' written notice or by paying you an amount equal to 15 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

c. After the successful completion of the probationary period, your employment may be terminated at any time:

iii) by you giving to the Company 90 days' written notice; or by paying an amount equal to 90 day's fixed salary; or

iv) by the Company giving you 90 days' written notice or by paying you an amount equal to 90 days' fixed salary, less any applicable or required tax or other deduction

d. You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.

e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such notice period.

f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

g. If your employment is terminated for any reason:

i) the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;

ii) you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles

iii) your obligations contained within the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and

iv) you must not record or retain any confidential information in any form after termination

9. RETIREMENT

You will retire on the completion of the Sixtieth year of your age i.e. day before your 60th Birthday. For the purpose of counting age, the date of birth recorded in the Pi DATACENTERS records as provided by you, shall be the conclusive proof

10. NO CONFLICT OF INTEREST

a. You warrant that:

i) you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and

ii) your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Pi DATACENTERS Group or which in any way otherwise competes with any member of the Pi DATACENTERS Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

11. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

12. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of the agreement set out in this letter is not a waiver of its right at any later time to insist on performance of that or any other provision of the agreement set out in this letter.

13. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no compensation to you.

14. SEVERABILITY

The Company and you mutually agree that the provisions of this agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

15. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

16. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under the agreement set out in this letter or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence)

17. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

18. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable.

Please email the scanned copy of the offer along with your signature to hr@pidatacenters.com by end of the day today. If we do not hear back from you within this period, this offer will be deemed void.

We take great pleasure in welcoming you to our Organization, sincerely hope that your period of service with us will be long, pleasant, and of mutual benefit. We hope you will find this offer acceptable and wait to welcome you to the Pi family.

Yours Sincerely

Pi DATA CENTERS PVT LTD

Ravi Varma

Manager - Human Resources

Acceptance

I, Karthik Kumar Reddy, Identity/Passport Number L5996888

Signature

24/01/2017

Date

RCI Logistics Pvt. Ltd

(An ISO 9001 : 2008 Certified Company)

CIN - U60231TG2001PTC064387

Dt: 3rd May'17

To
Mr. Yatin Arora,
16/677, New Colony,
Railway Road, Sonipat,
Haryana - 131001

LETTER OF APPOINTMENT

Dear Mr. Yatin Arora,

With reference to your application, subsequent interview, we are pleased to appoint you in the services of the company as **Senior Officer – Credit Control.** You will be placed in this position in our Organization on the following terms and conditions:

1. Date of Appointment:

Your date of appointment for all purposes is effective from 3rd May'17

2. Salary

Your Compensation will be **Rs 4.2 Lakhs/ Annum (Fixed CTC) and 1.8 Lakhs/ Annum (Variable CTC)**

3. Probation / Confirmation

You will initially be on **probation for a period of Six months,** which may be extended or reduced at the discretion of the Management.

At the end of the probationary period, in case your probationary period is not extended in writing, it is deemed that your employment in the company is confirmed.

4. Duties & Responsibilities

You are expected to work with dedication, initiative, efficiency and economy and carry out the duties as per the instructions being given by your concerned superior(s).

You will devote your entire time to the company and not undertake any direct/indirect business or work, honorary or remuneratory except with the written permission of the management in each case.

You shall not give out to any one during your period of service and even afterwards by word of mouth or otherwise, particulars or details of our systems & processes, technical know-how, security arrangements, administrative and/or Organizational matters of confidential secret/nature, which may be your privilege to know by virtue of your being our employee.

After being relieved from RCI, you will not recruit/attempt to recruit anyone from RCI Logistics Pvt Limited.

You shall keep confidential all the information and material provided to you by RCI Logistics Pvt Ltd, its subsidiaries, sister concerns or clients concerning their affairs. This excludes only

Cont…..2

Such information as is already known to the public which also you will not release, use or disclose except with the written permission of the Management. Your obligation to keep such information confidential shall survive for a period of two years even on termination, cancellation and retirement from employment.

You will be responsible for the safe keeping and return in good condition and order of all the properties, which may be in your use, custody, care or charge. For the loss of any company property in your use/possession, the company will have right to assess on its own basis and recover the damages of all such material from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

5. Deputation & Transfers

You may also be called upon to work at any of the Group Company's establishments in the country of your posting without any extra remuneration or compensation whatsoever.

You may also be called upon to undertake tours and/or other assignments in connection with the Group Company's business at any office of the Group Company or Company's customers worldwide. While on such tours, you will be eligible for travelling expenses and other allowances according to the rules as per our prevailing Travel Policy.

You are liable to be transferred to any of the Group Company's Establishments & Locations all over India. Your transfer expenses will be reimbursed as per the guidelines given in the Company's Transfer Policy.

6. Termination of Permanent Services

You will automatically retire from the services of the company on attaining the age of superannuating (Age of 58 years).

During the period of probation, your services may be terminated by giving 24 hours' notice from the company.

After completion of the probation period, your services are liable to be terminated by giving one months' notice period if the services are not found to be satisfactory. The company, at its discretion, may make payment in lieu of notice period.

It would be construed as voluntary abandonment of services:

1. If at any time you absent yourself without prior permission for a period of 5 days.
2. If you extend the permitted leave of absence for more than 5 days without written intimation to your immediate superior.

Your services may be terminated on the grounds of continued ill health without giving any notice or salary in lieu thereof.

You are appointed on the basis of your educational qualification and experience mentioned by you in your application form. In case the facts mentioned therein are found to be incorrect, this will result in termination of your appointment without any notice or salary in lieu thereof.

Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, any act of indiscipline.

Cont.....3

On satisfactory completion of probation and after your confirmation in writing except for the reasons specifically mentioned in this appointment letter, your services are terminable from either side by giving one month's notice or payment of equivalent gross monthly salary in lieu thereof on either side. Any leave balance of leave to your credit cannot be adjusted against the notice period.

7. **Service Agreement**

The company shall provide extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to you. You are required to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner. The Company is not charging the cost of training from you. As part of the consideration for the training efforts and costs involved, you agree to sign an agreement / bond for not leaving the services of the Company for a minimum period of two years from the date of joining the services of the Company. The said agreement / bond forms an integral part of this employment offer

8. General

You will be governed by the general rules of conduct, discipline, leave, holidays, hours of work, etc that are prevailing in the Company or may be brought into force from time to time. Copies of all the relevant circulars/memos are available with the Administrative Assistant for perusal. You will be eligible for leave according to the Leave Rules of the Company, and the quantum of such leave applicable to you is given on the attached sheet for your information.

In the case of your leaving the Company, you are required to settle all your dues i.e., tour advances, cash advance, and any other amount due to the Company before you leave. Otherwise all such amounts due from you as per Company records will be recoverable from you.

This appointment is directed towards developing a career for you at RCI Logistics Pvt Ltd. However, employment in the Company will always entail the conditions of satisfactory employee performance and satisfactory market conditions for the company's business (as it may determine at its sole discretion). Your employment with RCI is voluntarily entered into and you are free to resign at any time. Similarly, the Company is free to conclude an employment relationship at any time, with or without cause. This is the case unless otherwise explicitly agreed to in writing, signed by both you and an authorised senior officer of RCI. While we hope our relationship will be long and mutually beneficial, it needs to be emphasised that it is "at-will"; that is, either party can discontinue it at any time with or without cause.

Your date of birth as accepted by the Company on the basis of the documentary evidence submitted by you at the time of your appointment shall be treated as final and it shall not be open to you to make a change in your date of birth in future even with fresh documentary evidence.

Please confirm on the attached copy that you accept employment on the terms and conditions stated in this letter of appointment and return the copy to us as a token of your acceptance.

Yours Sincerely,
for **M/s RCI LOGISTICS PVT LTD**

3/5/17

RCI Logistics Pvt. Ltd. NH-7, Near Railway Crossing Kompally. Hyderabad-14

MANAGER
HUMAN RESOURCES

I accept the above appointment letter, and agree to abide by the rules, regulations and policies of the company during my term of employment.

Signature : Yatin Arora.
Name : Yatin Arora.
Date : 3rd May 2017

RCI Logistics Pvt. Ltd

(An ISO 9001 : 2008 Certified Company)

CIN - U60231TG2001PTC064387

Dt: 3rd May'17

To
Ms. Vidushi Rawat,
15/13, Vijay Nagar, Indore,
Madhya Pradesh - 452010

LETTER OF APPOINTMENT

Dear Ms. Vidushi Rawat,

With reference to your application, subsequent interview, we are pleased to appoint you in the services of the company as **Senior Officer – Operations.** You will be placed in this position in our Organization on the following terms and conditions:

1. Date of Appointment:

Your date of appointment for all purposes is effective from 3rd May'17

2. Salary

Your Compensation will be **Rs 4.2 Lakhs/ Annum (Fixed CTC) and 1.8 Lakhs/ Annum (Variable CTC)**

3. Probation / Confirmation

You will initially be on **probation for a period of Six months,** which may be extended or reduced at the discretion of the Management.

At the end of the probationary period, in case your probationary period is not extended in writing, it is deemed that your employment in the company is confirmed.

4. Duties & Responsibilities

You are expected to work with dedication, initiative, efficiency and economy and carry out the duties as per the instructions being given by your concerned superior(s).

You will devote your entire time to the company and not undertake any direct/indirect business or work, honorary or remuneratory except with the written permission of the management in each case.

You shall not give out to any one during your period of service and even afterwards by word of mouth or otherwise, particulars or details of our systems & processes, technical know-how, security arrangements, administrative and/or Organizational matters of confidential secret/nature, which may be your privilege to know by virtue of your being our employee.

After being relieved from RCI, you will not recruit/attempt to recruit anyone from RCI Logistics Pvt Limited.

You shall keep confidential all the information and material provided to you by RCI Logistics Pvt Ltd, its subsidiaries, sister concerns or clients concerning their affairs. This excludes only

Cont…..2

Such information as is already known to the public which also you will not release, use or disclose except with the written permission of the Management. Your obligation to keep such information confidential shall survive for a period of two years even on termination, cancellation and retirement from employment.

You will be responsible for the safe keeping and return in good condition and order of all the properties, which may be in your use, custody, care or charge. For the loss of any company property in your use/possession, the company will have right to assess on its own basis and recover the damages of all such material from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

5. Deputation & Transfers

You may also be called upon to work at any of the Group Company's establishments in the country of your posting without any extra remuneration or compensation whatsoever.

You may also be called upon to undertake tours and/or other assignments in connection with the Group Company's business at any office of the Group Company or Company's customers worldwide. While on such tours, you will be eligible for travelling expenses and other allowances according to the rules as per our prevailing Travel Policy.

You are liable to be transferred to any of the Group Company's Establishments & Locations all over India. Your transfer expenses will be reimbursed as per the guidelines given in the Company's Transfer Policy.

6. Termination of Permanent Services

You will automatically retire from the services of the company on attaining the age of superannuating (Age of 58 years).

During the period of probation, your services may be terminated by giving 24 hours' notice from the company.

After completion of the probation period, your services are liable to be terminated by giving one months' notice period if the services are not found to be satisfactory. The company, at its discretion, may make payment in lieu of notice period.

It would be construed as voluntary abandonment of services:

1. If at any time you absent yourself without prior permission for a period of 5 days.
2. If you extend the permitted leave of absence for more than 5 days without written intimation to your immediate superior.

Your services may be terminated on the grounds of continued ill health without giving any notice or salary in lieu thereof.

You are appointed on the basis of your educational qualification and experience mentioned by you in your application form. In case the facts mentioned therein are found to be incorrect, this will result in termination of your appointment without any notice or salary in lieu thereof.

Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, any act of indiscipline.

Cont.....3

On satisfactory completion of probation and after your confirmation in writing except for the reasons specifically mentioned in this appointment letter, your services are terminable from either side by giving one month's notice or payment of equivalent gross monthly salary in lieu thereof on either side. Any leave balance of leave to your credit cannot be adjusted against the notice period.

7. **Service Agreement**

The company shall provide extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to you. You are required to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner. The Company is not charging the cost of training from you. As part of the consideration for the training efforts and costs involved, you agree to sign an agreement / bond for not leaving the services of the Company for a minimum period of two years from the date of joining the services of the Company. The said agreement / bond forms an integral part of this employment offer

8. General

You will be governed by the general rules of conduct, discipline, leave, holidays, hours of work, etc that are prevailing in the Company or may be brought into force from time to time. Copies of all the relevant circulars/memos are available with the Administrative Assistant for perusal. You will be eligible for leave according to the Leave Rules of the Company, and the quantum of such leave applicable to you is given on the attached sheet for your information.

In the case of your leaving the Company, you are required to settle all your dues i.e., tour advances, cash advance, and any other amount due to the Company before you leave. Otherwise all such amounts due from you as per Company records will be recoverable from you.

This appointment is directed towards developing a career for you at RCI Logistics Pvt Ltd. However, employment in the Company will always entail the conditions of satisfactory employee performance and satisfactory market conditions for the company's business (as it may determine at its sole discretion). Your employment with RCI is voluntarily entered into and you are free to resign at any time. Similarly, the Company is free to conclude an employment relationship at any time, with or without cause. This is the case unless otherwise explicitly agreed to in writing, signed by both you and an authorised senior officer of RCI. While we hope our relationship will be long and mutually beneficial, it needs to be emphasised that it is "at-will"; that is, either party can discontinue it at any time with or without cause.

Your date of birth as accepted by the Company on the basis of the documentary evidence submitted by you at the time of your appointment shall be treated as final and it shall not be open to you to make a change in your date of birth in future even with fresh documentary evidence.

Please confirm on the attached copy that you accept employment on the terms and conditions stated in this letter of appointment and return the copy to us as a token of your acceptance.

Yours Sincerely,
for **M/s RCI LOGISTICS PVT LTD**

3/5/17

RCI Logistics Pvt. Ltd. NH-7, Near Railway Crossing Kompalli, Hyderabad

MANAGER
HUMAN RESOURCES

I accept the above appointment letter, and agree to abide by the rules, regulations and policies of the company during my term of employment.

Signature : midhni
Name : VIDUSHI RAWAT
Date : 3/05/2017

RCI Logistics Pvt. Ltd

(An ISO 9001 : 2008 Certified Company)

CIN - U60231TG2001PTC064387

Dt: 3rd May'17

To
Ms. Pooja Parida,
HIG - 2, 7 Acres,
Bhubaneshwar, Chandrasekharpur,
Dist: Khurda.

LETTER OF APPOINTMENT

Dear Ms. Pooja Parida,

With reference to your application, subsequent interview, we are pleased to appoint you in the services of the company as **Senior Officer – Operations.** You will be placed in this position in our Organization on the following terms and conditions:

1. Date of Appointment:

Your date of appointment for all purposes is effective from 3rd May'17

2. Salary

Your Compensation will be **Rs 4.2 Lakhs/ Annum (Fixed CTC) and 1.8 Lakhs/ Annum (Variable CTC)**

3. Probation / Confirmation

You will initially be on **probation for a period of Six months,** which may be extended or reduced at the discretion of the Management.

At the end of the probationary period, in case your probationary period is not extended in writing, it is deemed that your employment in the company is confirmed.

4. Duties & Responsibilities

You are expected to work with dedication, initiative, efficiency and economy and carry out the duties as per the instructions being given by your concerned superior(s).

You will devote your entire time to the company and not undertake any direct/indirect business or work, honorary or remuneratory except with the written permission of the management in each case.

You shall not give out to any one during your period of service and even afterwards by word of mouth or otherwise, particulars or details of our systems & processes, technical know-how, security arrangements, administrative and/or Organizational matters of confidential secret/nature, which may be your privilege to know by virtue of your being our employee.

After being relieved from RCI, you will not recruit/attempt to recruit anyone from RCI Logistics Pvt Limited.

You shall keep confidential all the information and material provided to you by RCI Logistics Pvt Ltd, its subsidiaries, sister concerns or clients concerning their affairs. This excludes only

Cont…..2

Such information as is already known to the public which also you will not release, use or disclose except with the written permission of the Management. Your obligation to keep such information confidential shall survive for a period of two years even on termination, cancellation and retirement from employment.

You will be responsible for the safe keeping and return in good condition and order of all the properties, which may be in your use, custody, care or charge. For the loss of any company property in your use/possession, the company will have right to assess on its own basis and recover the damages of all such material from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

5. Deputation & Transfers

You may also be called upon to work at any of the Group Company's establishments in the country of your posting without any extra remuneration or compensation whatsoever.

You may also be called upon to undertake tours and/or other assignments in connection with the Group Company's business at any office of the Group Company or Company's customers worldwide. While on such tours, you will be eligible for travelling expenses and other allowances according to the rules as per our prevailing Travel Policy.

You are liable to be transferred to any of the Group Company's Establishments & Locations all over India. Your transfer expenses will be reimbursed as per the guidelines given in the Company's Transfer Policy.

6. Termination of Permanent Services

You will automatically retire from the services of the company on attaining the age of superannuating (Age of 58 years).

During the period of probation, your services may be terminated by giving 24 hours' notice from the company.

After completion of the probation period, your services are liable to be terminated by giving one months' notice period if the services are not found to be satisfactory. The company, at its discretion, may make payment in lieu of notice period.

It would be construed as voluntary abandonment of services:

1. If at any time you absent yourself without prior permission for a period of 5 days.
2. If you extend the permitted leave of absence for more than 5 days without written intimation to your immediate superior.

Your services may be terminated on the grounds of continued ill health without giving any notice or salary in lieu thereof.

You are appointed on the basis of your educational qualification and experience mentioned by you in your application form. In case the facts mentioned therein are found to be incorrect, this will result in termination of your appointment without any notice or salary in lieu thereof.

Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, any act of indiscipline.

Cont.....3

On satisfactory completion of probation and after your confirmation in writing except for the reasons specifically mentioned in this appointment letter, your services are terminable from either side by giving one month's notice or payment of equivalent gross monthly salary in lieu thereof on either side. Any leave balance of leave to your credit cannot be adjusted against the notice period.

7. **Service Agreement**

The company shall provide extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to you. You are required to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner. The Company is not charging the cost of training from you. As part of the consideration for the training efforts and costs involved, you agree to sign an agreement / bond for not leaving the services of the Company for a minimum period of two years from the date of joining the services of the Company. The said agreement / bond forms an integral part of this employment offer

8. General

You will be governed by the general rules of conduct, discipline, leave, holidays, hours of work, etc that are prevailing in the Company or may be brought into force from time to time. Copies of all the relevant circulars/memos are available with the Administrative Assistant for perusal. You will be eligible for leave according to the Leave Rules of the Company, and the quantum of such leave applicable to you is given on the attached sheet for your information.

In the case of your leaving the Company, you are required to settle all your dues i.e., tour advances, cash advance, and any other amount due to the Company before you leave. Otherwise all such amounts due from you as per Company records will be recoverable from you.

This appointment is directed towards developing a career for you at RCI Logistics Pvt Ltd. However, employment in the Company will always entail the conditions of satisfactory employee performance and satisfactory market conditions for the company's business (as it may determine at its sole discretion). Your employment with RCI is voluntarily entered into and you are free to resign at any time. Similarly, the Company is free to conclude an employment relationship at any time, with or without cause. This is the case unless otherwise explicitly agreed to in writing, signed by both you and an authorised senior officer of RCI. While we hope our relationship will be long and mutually beneficial, it needs to be emphasised that it is "at-will"; that is, either party can discontinue it at any time with or without cause.

Your date of birth as accepted by the Company on the basis of the documentary evidence submitted by you at the time of your appointment shall be treated as final and it shall not be open to you to make a change in your date of birth in future even with fresh documentary evidence.

Please confirm on the attached copy that you accept employment on the terms and conditions stated in this letter of appointment and return the copy to us as a token of your acceptance.

Yours Sincerely,
for **M/s RCI LOGISTICS PVT LTD**

4/5/17

MANAGER
HUMAN RESOURCES

RCI Logistics Pvt. Ltd. NH-7, Near Railway Crossing Kompally Hyderabad-14

I accept the above appointment letter, and agree to abide by the rules, regulations and policies of the company during my term of employment.

Signature : Parida
Name : Pooja Parida
Date : 2nd May '17

RCI Logistics Pvt. Ltd

(An ISO 9001 : 2008 Certified Company)

CIN - U60231TG2001PTC064387

Dt: 3rd May'17

To
Mr. Nishant Khanna,
D- 1/1, Lajpat Nagar,
Krishna Market,
New Delhi - 110024

LETTER OF APPOINTMENT

Dear Mr. Nishant Khanna,

With reference to your application, subsequent interview, we are pleased to appoint you in the services of the company as **Senior Officer – Operations.** You will be placed in this position in our Organization on the following terms and conditions:

1. Date of Appointment:

Your date of appointment for all purposes is effective from 3rd May'17

2. Salary

Your Compensation will be **Rs 4.2 Lakhs/ Annum (Fixed CTC) and 1.8 Lakhs/ Annum (Variable CTC)**

3. Probation / Confirmation

You will initially be on **probation for a period of Six months,** which may be extended or reduced at the discretion of the Management.

At the end of the probationary period, in case your probationary period is not extended in writing, it is deemed that your employment in the company is confirmed.

4. Duties & Responsibilities

You are expected to work with dedication, initiative, efficiency and economy and carry out the duties as per the instructions being given by your concerned superior(s).

You will devote your entire time to the company and not undertake any direct/indirect business or work, honorary or remuneratory except with the written permission of the management in each case.

You shall not give out to any one during your period of service and even afterwards by word of mouth or otherwise, particulars or details of our systems & processes, technical know-how, security arrangements, administrative and/or Organizational matters of confidential secret/nature, which may be your privilege to know by virtue of your being our employee.

After being relieved from RCI, you will not recruit/attempt to recruit anyone from RCI Logistics Pvt Limited.

You shall keep confidential all the information and material provided to you by RCI Logistics Pvt Ltd, its subsidiaries, sister concerns or clients concerning their affairs. This excludes only

Cont…..2

Such information as is already known to the public which also you will not release, use or disclose except with the written permission of the Management. Your obligation to keep such information confidential shall survive for a period of two years even on termination, cancellation and retirement from employment.

You will be responsible for the safe keeping and return in good condition and order of all the properties, which may be in your use, custody, care or charge. For the loss of any company property in your use/possession, the company will have right to assess on its own basis and recover the damages of all such material from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

5. Deputation & Transfers

You may also be called upon to work at any of the Group Company's establishments in the country of your posting without any extra remuneration or compensation whatsoever.

You may also be called upon to undertake tours and/or other assignments in connection with the Group Company's business at any office of the Group Company or Company's customers worldwide. While on such tours, you will be eligible for travelling expenses and other allowances according to the rules as per our prevailing Travel Policy.

You are liable to be transferred to any of the Group Company's Establishments & Locations all over India. Your transfer expenses will be reimbursed as per the guidelines given in the Company's Transfer Policy.

6. Termination of Permanent Services

You will automatically retire from the services of the company on attaining the age of superannuating (Age of 58 years).

During the period of probation, your services may be terminated by giving 24 hours' notice from the company.

After completion of the probation period, your services are liable to be terminated by giving one months' notice period if the services are not found to be satisfactory. The company, at its discretion, may make payment in lieu of notice period.

It would be construed as voluntary abandonment of services:

1. If at any time you absent yourself without prior permission for a period of 5 days.
2. If you extend the permitted leave of absence for more than 5 days without written intimation to your immediate superior.

Your services may be terminated on the grounds of continued ill health without giving any notice or salary in lieu thereof.

You are appointed on the basis of your educational qualification and experience mentioned by you in your application form. In case the facts mentioned therein are found to be incorrect, this will result in termination of your appointment without any notice or salary in lieu thereof.

Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, any act of indiscipline.

Cont.....3

On satisfactory completion of probation and after your confirmation in writing except for the reasons specifically mentioned in this appointment letter, your services are terminable from either side by giving one month's notice or payment of equivalent gross monthly salary in lieu thereof on either side. Any leave balance of leave to your credit cannot be adjusted against the notice period.

7. **Service Agreement**

The company shall provide extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to you. You are required to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner. The Company is not charging the cost of training from you. As part of the consideration for the training efforts and costs involved, you agree to sign an agreement / bond for not leaving the services of the Company for a minimum period of two years from the date of joining the services of the Company. The said agreement / bond forms an integral part of this employment offer

8. General

You will be governed by the general rules of conduct, discipline, leave, holidays, hours of work, etc that are prevailing in the Company or may be brought into force from time to time. Copies of all the relevant circulars/memos are available with the Administrative Assistant for perusal. You will be eligible for leave according to the Leave Rules of the Company, and the quantum of such leave applicable to you is given on the attached sheet for your information.

In the case of your leaving the Company, you are required to settle all your dues i.e., tour advances, cash advance, and any other amount due to the Company before you leave. Otherwise all such amounts due from you as per Company records will be recoverable from you.

This appointment is directed towards developing a career for you at RCI Logistics Pvt Ltd. However, employment in the Company will always entail the conditions of satisfactory employee performance and satisfactory market conditions for the company's business (as it may determine at its sole discretion). Your employment with RCI is voluntarily entered into and you are free to resign at any time. Similarly, the Company is free to conclude an employment relationship at any time, with or without cause. This is the case unless otherwise explicitly agreed to in writing, signed by both you and an authorised senior officer of RCI. While we hope our relationship will be long and mutually beneficial, it needs to be emphasised that it is "at-will"; that is, either party can discontinue it at any time with or without cause.

Your date of birth as accepted by the Company on the basis of the documentary evidence submitted by you at the time of your appointment shall be treated as final and it shall not be open to you to make a change in your date of birth in future even with fresh documentary evidence.

Please confirm on the attached copy that you accept employment on the terms and conditions stated in this letter of appointment and return the copy to us as a token of your acceptance.

Yours Sincerely,
for **M/s RCI LOGISTICS PVT LTD**

3/5/17

RCI Logistics Pvt. Ltd. NH-7, Near Railway Crossing Kompally. Hyderabad

MANAGER
HUMAN RESOURCES

I accept the above appointment letter, and agree to abide by the rules, regulations and policies of the company during my term of employment.

Signature : Nishantkhanna
Name : NISHANT KHANNA
Date : 03/05/2017

RCI Logistics Pvt. Ltd

(An ISO 9001 : 2008 Certified Company)

CIN - U60231TG2001PTC064387

Dt: 3rd May'17

To
Ms. Apurva Gupta,
4/6, Nehru Nagar (West),
Bhilai, Chattisgarh.

LETTER OF APPOINTMENT

Dear Ms. Apurva Gupta,

With reference to your application, subsequent interview, we are pleased to appoint you in the services of the company as **Senior Officer – Credit Control.** You will be placed in this position in our Organization on the following terms and conditions:

1. Date of Appointment:

Your date of appointment for all purposes is effective from 3rd May'17

2. Salary

Your Compensation will be **Rs 4.2 Lakhs/ Annum (Fixed CTC) and 1.8 Lakhs/ Annum (Variable CTC)**

3. Probation / Confirmation

You will initially be on **probation for a period of Six months,** which may be extended or reduced at the discretion of the Management.

At the end of the probationary period, in case your probationary period is not extended in writing, it is deemed that your employment in the company is confirmed.

4. Duties & Responsibilities

You are expected to work with dedication, initiative, efficiency and economy and carry out the duties as per the instructions being given by your concerned superior(s).

You will devote your entire time to the company and not undertake any direct/indirect business or work, honorary or remuneratory except with the written permission of the management in each case.

You shall not give out to any one during your period of service and even afterwards by word of mouth or otherwise, particulars or details of our systems & processes, technical know-how, security arrangements, administrative and/or Organizational matters of confidential secret/nature, which may be your privilege to know by virtue of your being our employee.

After being relieved from RCI, you will not recruit/attempt to recruit anyone from RCI Logistics Pvt Limited.
You shall keep confidential all the information and material provided to you by RCI Logistics Pvt Ltd, its subsidiaries, sister concerns or clients concerning their affairs. This excludes only

Cont…..2

Such information as is already known to the public which also you will not release, use or disclose except with the written permission of the Management. Your obligation to keep such information confidential shall survive for a period of two years even on termination, cancellation and retirement from employment.

You will be responsible for the safe keeping and return in good condition and order of all the properties, which may be in your use, custody, care or charge. For the loss of any company property in your use/possession, the company will have right to assess on its own basis and recover the damages of all such material from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

5. Deputation & Transfers

You may also be called upon to work at any of the Group Company's establishments in the country of your posting without any extra remuneration or compensation whatsoever.

You may also be called upon to undertake tours and/or other assignments in connection with the Group Company's business at any office of the Group Company or Company's customers worldwide. While on such tours, you will be eligible for travelling expenses and other allowances according to the rules as per our prevailing Travel Policy.

You are liable to be transferred to any of the Group Company's Establishments & Locations all over India. Your transfer expenses will be reimbursed as per the guidelines given in the Company's Transfer Policy.

6. Termination of Permanent Services

You will automatically retire from the services of the company on attaining the age of superannuating (Age of 58 years).

During the period of probation, your services may be terminated by giving 24 hours' notice from the company.

After completion of the probation period, your services are liable to be terminated by giving one months' notice period if the services are not found to be satisfactory. The company, at its discretion, may make payment in lieu of notice period.

It would be construed as voluntary abandonment of services:

1. If at any time you absent yourself without prior permission for a period of 5 days.
2. If you extend the permitted leave of absence for more than 5 days without written intimation to your immediate superior.

Your services may be terminated on the grounds of continued ill health without giving any notice or salary in lieu thereof.

You are appointed on the basis of your educational qualification and experience mentioned by you in your application form. In case the facts mentioned therein are found to be incorrect, this will result in termination of your appointment without any notice or salary in lieu thereof.

Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, any act of indiscipline.

Cont.....3

On satisfactory completion of probation and after your confirmation in writing except for the reasons specifically mentioned in this appointment letter, your services are terminable from either side by giving one month's notice or payment of equivalent gross monthly salary in lieu thereof on either side. Any leave balance of leave to your credit cannot be adjusted against the notice period.

7. **Service Agreement**

The company shall provide extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to you. You are required to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner. The Company is not charging the cost of training from you. As part of the consideration for the training efforts and costs involved, you agree to sign an agreement / bond for not leaving the services of the Company for a minimum period of two years from the date of joining the services of the Company. The said agreement / bond forms an integral part of this employment offer

8. General

You will be governed by the general rules of conduct, discipline, leave, holidays, hours of work, etc that are prevailing in the Company or may be brought into force from time to time. Copies of all the relevant circulars/memos are available with the Administrative Assistant for perusal. You will be eligible for leave according to the Leave Rules of the Company, and the quantum of such leave applicable to you is given on the attached sheet for your information.

In the case of your leaving the Company, you are required to settle all your dues i.e., tour advances, cash advance, and any other amount due to the Company before you leave. Otherwise all such amounts due from you as per Company records will be recoverable from you.

This appointment is directed towards developing a career for you at RCI Logistics Pvt Ltd. However, employment in the Company will always entail the conditions of satisfactory employee performance and satisfactory market conditions for the company's business (as it may determine at its sole discretion). Your employment with RCI is voluntarily entered into and you are free to resign at any time. Similarly, the Company is free to conclude an employment relationship at any time, with or without cause. This is the case unless otherwise explicitly agreed to in writing, signed by both you and an authorised senior officer of RCI. While we hope our relationship will be long and mutually beneficial, it needs to be emphasised that it is "at-will"; that is, either party can discontinue it at any time with or without cause.

Your date of birth as accepted by the Company on the basis of the documentary evidence submitted by you at the time of your appointment shall be treated as final and it shall not be open to you to make a change in your date of birth in future even with fresh documentary evidence.

Please confirm on the attached copy that you accept employment on the terms and conditions stated in this letter of appointment and return the copy to us as a token of your acceptance.

Yours Sincerely,
for **M/s RCI LOGISTICS PVT LTD**

3/5/17

RCI Logistics Pvt. Ltd. NH-7, Near Railway Crossing Kompally. Hyderabad-

MANAGER
HUMAN RESOURCES

I accept the above appointment letter, and agree to abide by the rules, regulations and policies of the company during my term of employment.

Signature : Gupta
Name : APURVA GUPTA
Date : 3.05.2017

SAJIX
AN ISO 9001 : 2008 CERTIFIED COMPANY
Sajix Software Solutions Pvt. Ltd.

Provider of iHelix
Healthcare solutions that connect
ONC-ATCB Certified EHR Product from CCHIT

20/Apr/2017

SAJIX/HYD/BDE/2017-05

Nitish Rawat,
117/Q/455 C,
Sharada Nagar,Kanpur,
Uttar Pradesh - 208025,

Dear Nitish,

Sub: Offer of Appointment.

We are very pleased to extend to you an offer of employment with "**Sajix Software Solutions Private Limited**," as **Business Development Executive**, at our Visakhapatnam Office , however the company reserves the right to utilize your services at any of its offices within the country or abroad. For the present your place of work will be Hyderabad and you will be required to look after the business development activities anywhere in India based on your past experience.

Details of your compensation parameters are enclosed in the CTC Sheet (Annexure – A). We expect you to keep the salary details confidential at all times. Other terms and conditions applicable to you are detailed at Annexure – B. Please read and reviews these documents carefully.

As an employee of **SAJIX** you will be guided by the rules and regulations of the company. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time.

Hence you are requested to contact the HR policies/rules/regulations, which are applicable to you. You are expected to adhere to these rules and regulations and work to the best of your abilities on tasks and responsibilities assigned to you by your supervisor. We are confident that **SAJIX** will provide an outstanding opportunity for you to develop your career further and accomplish your professional goals. You will work in an exciting work environment, and have opportunities for continuous learning and development. The attached Annexure – B describes in detail the mutual requirements and commitments of your employment with **SAJIX**.

You will be reporting to Sr. Vice President – Marketing & Product Implementation.

Your date of joining will be 01st May 2017.

We are extremely excited about having you on our team as a full-time employee and look forward to continuing our relationship with you.

Best wishes,

Manager – Human Resource

Acceptance

I **Nitish Rawat** agree to accept the employment on the terms and conditions mentioned in this appointment letter and the annexure. I will Join **Sajix Software Solutions Private Limited**, on **01-05-2017.**

Nitish Rawat

Signature: Nrawat

Date: 20/4/2017

Paila Mansions, #9-26-4, Level –II, CBM Compound, Asilmetta, Visakhapatnam-530003, India
Ph: +91 891 2714027, Fax:+91 891 2714027,
E-mail : info@sajix.com
Web : www.sajix.com

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

1. OTHER TERMS AND CONDITIONS:

1. You will be on probationary appointment for a period of six months from the date of joining the services of the Company. During the course of probation, your on-the-job performance will be assessed by your reporting executive at the end of six months and necessary feedback given to you for improvement. In the event your performance on-the-job is found wanting at any point in time during your probationary period the same may be extended by another lap of a specified duration or your services may be dispensed with, without any notice.

2. This position is subject to review at the end of three, six and twelve months and based on such review the management reserves the right to eliminate the position without assigning any cause.

3. Should you desire to leave the Company's service at any time and for any reason you will be required to give Fifteen days' notice during probationary period and Thirty days' notice after the confirmation of your services in the company upon satisfactory completion of your probationary period, in writing or adhere to the bond conditions, if applicable. On receipt of such notice, management can advance the effective date of termination of service. Waiver of notice period is at the sole discretion of the company.

4. Either party may terminate the appointment by giving the other party 15 days notice during probationary period and one- month notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.

5. Increments will entirely depend upon your performance as assessed by the management.

6. You are solely responsible for declarations and implications arising thereof for all personal income-tax purposes.

7. You are liable to be posted at any of the various divisions of SAJIX (the Company) /branches /subsidiaries/affiliates/associates /sister-concerns/Group Companies either domestic or overseas, wherever it may be situated. You will abide by the company's rule and regulations as may be in effect from time to time with respect to your function, grade or location where you work in. Please note that, in lieu of clauses 3 & 4 of Section II of the 'Other Terms & Conditions' of Annexure B, you are required to abide by the following in case of overseas deputation

Deputation Period	Required months of service on and or return from Overseas deputation
0 days to 30 days	3 months from the date of deputation / return
31 days to 90 days	6 months from the date of deputation / return
More than 90 days	12 months from the date of deputation / return

In the event of any aberration in serving SAJIX as mentioned above, you are liable to repay the amount spent by SAJIX on your deputation covering the cost of travel, insurance premium, per diem, visa fee and other associated expenses.

8. During the period of your employment with the Company you will not carry on any business or offer your services for any part of your time or be employed in any other company or person or on your own. You will devote your entire time and attention at work to your duties to promote and further the interests and business of the Company.

9. You shall use your best energies and abilities on a full-time basis to perform the employment duties assigned to you, at locations designated by the Company, including customer offices. Your employment shall comply with all rules, regulations and procedures of the Company. During your employment, you shall not directly or indirectly usurp any corporate opportunities or otherwise engage in any conduct adverse to the best interest of the Company. You shall not divulge any confidential information of, or violate any agreement with, your prior employers or their clients. You shall not indulge in any act of commission that is likely to harm or affect prejudicially the reputation of the Company. It is also your duty to bring to the notice of management any acts or commissions of any other employee which affect the Company prejudicially, immediately as it comes to your knowledge.

10. You should on no account place yourself in a position where your interests conflict with those of the Company. You shall not at any time after termination of services represents yourself as being any way connected with or interested in the business of the Company.

11. During the period of your employment and for a period a of two (2) years following the termination of your employment for whatever reason (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business of (or otherwise deal in a manner adverse to the Company), or provide any software engineering, consulting or programming services to, the customers or end-users of customers of the Company for which you provide services or were associated prior to your termination, nor directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce such employee to terminate his or her employment with the Company.

12. SAJIX has a code of conduct, confidentiality and non-compete agreements, primarily to address working standards and business interests. You will be requested to sign your acceptance and adhere to these norms once you join the company. You should observe strict secrecy respecting all transactions of the Company, its trade secrets, its business strategy, its business ideas, names of its customers, clients, vendors, employees etc., and its state of accounts. You shall not reveal any of the matters which may come to your knowledge about the Company except when required to do so by a Director or by a court of law and only so far as is necessary, to comply with it.

13. Any product created, service rendered during the course of your employment, include but not limited to any intellectual property in relation thereto will be for and on behalf of the Company shall solely and exclusively belong to the Company. If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the company, such developments will be fully communicated to the company and will remain sole right/property of the company.

14. You will be responsible for the safekeeping and return in good condition or order of all of the Company's properties, which may be in your use, custody, care of or charge. The Company shall have the right to deduct the money value of such properties from your dues and take such actions as deemed proper in the event of your failure to account for them to the Company's satisfaction.

15. You shall not accept/take any presents, commissions or any kind of gratification in cash or kind nor lend to/borrow from any person, party, firm or concern having dealings with the Company without the written approval of the management.

16. You are required to take prior permission from management if absent for a consecutive period of more than one day. The grant of leave will be according to exigencies of circumstances

17. The age of retirement will be on attainment of fifty-eight years (last day of your fifty-eighth birthday. For this purpose, the date of birth as declared in the application form/records submitted as proof of birth date will be treated as final). However, the management at its discretion may extend this age, in individual cases.

18. Notwithstanding anything herein contained, any breach of any of the above clauses or any instances of misconduct of any description whatsoever on your part or any act detrimental to the interests of the Company or loss of confidence by the management in you may entail dismissal with forfeiture of the right to notice.

19. Employees will be governed by the general establishment rules of the Company, which is in force from time to appointment will time.

20. You are required to work from Visakhapatnam office and need to travel across domestic/globe based on requirement from time to time.

21. Code of conduct is strictly adhered during office hours , if any person during office hours is found in inebriated situation, Sajix will terminate his services with immediate effect and also Sajix have right to ask employee to go through blood test to proof that he is in inebriated stage.

22. Your Roles & Responsibilities:

- Locates or proposes potential business deals by contacting potential partners; discovering and exploring opportunities.
- Screens potential business deals by analyzing market strategies, deal requirements, potential, and financials; evaluating options; resolving internal priorities; recommending equity investments.
- Develops negotiating strategies and positions by studying integration of new venture with company strategies and operations; examining risks and potentials; estimating partners' needs and goals.
- Closes new business deals by coordinating requirements; developing and negotiating contracts; integrating contract requirements with business operations.
- Protects organization's value by keeping information confidential.
- Updates job knowledge by participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.
- Enhances organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.
- Meet the defined targets and strive to exceed the expectations

Agreed to and accepted with the intent to be legally bound.

Name: NITISH RAWAT Signature: Nrawat

Address: 117/Q/455 C, SHARDANAGAR, KANPUR (U.P) Date: 20/4/2017

ANNEXURE – A

COST TO COMPANY (CTC) SHEET

Name : Nitish Rawat

Designation : Business Development Executive

Gross Salary			33333.33	
Components		%	Amount (PM)	Amount (PA)
Salary Statement	Basic	60% of Gross	20000.00	239999.98
	HRA	30% of Basic	6000.00	71999.99
	Conveyance		1600.00	19200.00
	Other Allowances		5733.33	68799.96
A	Gross		33333.33	400000.00
Benefits	P.F		0.00	0.00
	ESI		0.00	0.00
B	Benefits		0.00	0.00
C=A+B	CTC		33333.33	400000.00
Deductions	P.F		0.00	0.00
	ESI		0.00	0.00
	TDS (Subject to Savings)		0.00	0.00
	Professional Tax		200.00	2400.00
D	Deductions		200.00	2400.00
E=A-D	NET SALARY		33133.33	397600.00

Manager - HR

Employee's Signature

RP - Sanjiv Goenka Group
Growing Legacies

spencer's
Makes fine living *affordable*

May 1, 2017

Ms. Garima Gupta

5/501, Eastend Apartments
Mayur Vihar Ph- I (Extn.)
Delhi - 110096

Dear Ms. Garima Gupta,

This has reference to your application and the interview you had with us. We are pleased to appoint you in our Company as **"Retail Management Trainee (RMT)"**, based out of **Kolkata**, on the following terms and conditions:

1) You will join the services of the Company on or before **8th May, 2017.**

2) You will receive emoluments and perquisites as mentioned below (please refer **Annexure-I**)

   a) You will receive **Basic Salary** of **Rs. 12,500/-per month.**

   b) You will receive **House Rent Allowance** of **Rs. 6,250/- per month.**

   c) You will receive **Conveyance Allowance** of **Rs. 1,600/- per month** which will be paid through payroll and will be subject to tax as applicable.

   d) You will also receive **Special Allowance** of **Rs. 12,757/- per month.** This Special allowance will be paid to you through payroll and will be fully taxable and will not attract any retiral benefits. .

   e) You will be eligible for **Leave Travel Assistance @one month basic per annum.** Taxability of LTA is governed by Income Tax rules as per which twice in a block of four years the actual expense incurred by you and your family for travel from your city of residence to any part of the country and back by the shortest route is tax exempt. Actual proof of travel (tickets) need to be submitted along with the application. You need to avail minimum 3 days privilege leave and actually travel to avail LTA exemption. Leave Travel Assistance can be claimed as an allowance if not incurred, which is fully taxable.

   f) You will be eligible for **Medical reimbursement** of **Rs. 15,000/- per annum,** which can be claimed with submission of bills as proof of expense.

   g) You will be eligible for **Mediclaim** Cover, which provides hospitalisation benefit. Claim and reimbursement procedure is governed by the guidelines laid down by the Insurance Company.

2

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Dear Ms. Garima Gupta,

3) You will be entitled to Provident Fund, Gratuity and such other benefits in force from time to time.

4) You will be on probation for a period of two months and on satisfactory completion of the probationary period you will be confirmed in the services of the Company. An employee shall be deemed confirmed upon completion of probation period and no confirmation letter will be issued.

5) You are liable to be transferred to any of the establishment of the Company in India. On such transfer you will be governed by the rules and regulations operating in the establishment to which you are posted.

6) You will diligently discharge the duties and responsibilities assigned to you for your current role. The management will have the right to change/ alter/ add additional duties/ responsibilities to your current and future roles from time to time based on the business requirements and exigencies.

7) This offer is made to you subject to the following condition:

   a) All information that you come across in the course of discharging your duties with the Company which you would not have had access to but for your employment with us is strictly confidential. Any unauthorized disclosure of such information shall render your services liable to be terminated without notice and the Company shall be entitled to proceed against you for appropriate compensation/punitive action depending on the nature of such disclosure.

   b) As you are aware, you will have access to information, data, records of the Company and the Company shall be giving you necessary training to you to enhance your capabilities. Therefore and also in consideration of the overall compensation paid, you will not undertake any employment, contract or any other agreement or arrangement either directly or indirectly with any person, firm, corporation, organisation or entity that competes with the business of the company for a period of 2 years after the cessation of your employment with us. In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/punitive actions besides pursuing all available legal recourse to prevent such employment/ contract/ agreement/ arrangement. This clause shall not be applicable where the Company chooses to terminate your services without any breach from your end, of the obligations cast on you as per the terms of employment.

   c) You shall not, during your course of employment with us or anytime thereafter solicit or attempt to solicit the service of any employee of the Company nor shall you attempt to divert the efforts of any employee of the Company, by any means whatsoever, for your benefit or for the benefit of any person, firm, corporation, partnership or any other entity or organisation directly or indirectly. In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/ punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt

2

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Dear Ms. Garima Gupta,

In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/ punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt.

d) You acknowledge and confirm that the conditions stated above are required on account of the facts and circumstances relevant to the business of the Company and hence reasonable.

8) **Notice Period and Termination:**

a) You will stand automatically retired on reaching the age of 58 years. The employment however can be ceased by either party giving to the other a notice of 45 days (for confirmed employees) & 30 days (for probationers) in writing without assigning any reason therefore.

b) In the event that you request to be relieved from the services of the company at a shorter notice and in case the Company accepts your request, then the Company will be entitled to deduct from the final settlement amount, the remuneration (i.e. Basic Salary) proportionate to the notice period waived by the Company.

c) In the event of your resignation, the Company shall have the option to waive the notice period partly or fully without paying you any salary or compensation for the notice period so waived and also to decide:

i) Whether the notice period shall run concurrently with the period of any leave which may be granted to you, or

ii) Whether your notice period should stand extended to the period of the leave availed by you.

9) Your appointment is subject to your being found medically fit.

10) You will abide by the rules and regulations of the company as may be applicable to you from time to time.

11) You will abide by Ethics & Code of Conduct applicable for employees of RP-SG Group, as per details attached as Annexure –II.

12) At the time of joining, you will have to produce the original certificate of your date of birth as well as original and photocopies of all your scholastic and extra-curricular attainments.

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Dear Ms. Garima Gupta,

We look forward to your joining us and we wish you all the best for a rewarding and successful career with us.

Kindly sign the duplicate of this letter in token of your acceptance and confirmation of the above terms and conditions.

Yours sincerely,
For **Spencer's Retail Limited**

Sandeep Gautam
Executive Director – Human Resources

I hereby confirm joining the services of the Company on .....

Name : ..... **Signature:** .....

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RP-Sanjiv Goenka Group
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Makes fine living *affordable*

Annexure 1

Retail Management Trainee			
SL No.	Components	Spencer's	
		Amount (per month)	Amount (per annum)
	Basic Salary & Allowances		
1	BASIC	12500	150000
2	HRA/Housing Lease	6250	75000
3	Conveyance	1600	19200
4	Special Allowance	12757	153085
	Monthly Cash	**33107**	**397285**
	Annual Benefits		
5	LTA	1042	12500
6	Medical	1250	15000
	Retirals		
7	PF (12% of Basic)	1500	18000
8	GRATUITY (4.81% of Basic)	601	7215
	GROSS SALARY	**37500**	**450000**
9	Performance Bonus: Maximum amount (Subject to Performance Rating of Self and the Company's annual business performance)		50000
	Total Salary	**37500**	**500000**

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Date: **24-03-2017**
Mr. SRIKRISHNA THOTA

Dear **Srikrishna,**

With reference to your application and discussions with our team, it is my pleasure to formally take you aboard as **a "Marketing Executive"** with an annual Salary (Cost-to-Company) of **Rs. 4,20,000/- (Four Lakhs Twenty Thousand Rupees Only**). This is inclusive of all and as per the terms & conditions explained in Annexure I. We extend this offer and the opportunity it represents with great confidence in your ability. You made a very favorable impression on everyone you met and we are excited about your joining us. TAMADA MEDIA will endeavor to provide you with outstanding opportunities to enhance your professional development.

This offer is subject to your compliance with our terms & conditions of employment that are enclosed with this letter. Please go through the same and return the duplicate copy of this letter as a token of acceptance within two days failing which this offer letter will stand cancelled.

Please accept my congratulations on this important decision in your career. All of those with whom you met here have also extended their warmest welcome. It is our collective hope that you will set your personal and professional goals high and take full advantage of the many opportunities you will be given by us to realize your full potential.

Sincerely,

For Tamada Media Pvt Ltd.,

TAMADA MEDIA PVT. LTD. HYD-33.

Surya Rahul Tamada
CEO

Enclosures

- Appointment Terms (Annexure I)
- List of Documents to be furnished on joining (Annexure II)
- Salary Break-up (Annexure III)

WWW.TAMADAMEDIA.COM

TAMADA MEDIA PVT LTD | PLOT NO 443/A/54, RD. NO. 86, JUBILEE HILLS | HYDERABAD | 500033

Annexure I

1. Probation:

1.1 You shall be on probation for a period of three months from the date of joining. The Company may, at its sole discretion, extend the period of probation for a further period.

1.2 Unless otherwise communicated to you in writing, your services with the Company shall stand confirmed at the end of the probation period.

1.3 During probation, you will be required to give a one-month notice in case you decide to leave the services of the Company. Similarly, the Company can terminate your service by giving the same required notice.

2. Appraisal:

2.1 You will receive periodic performance and compensation reviews in accordance with administrative practices of TAMADA MEDIA. Typically, compensation reviews are conducted once a year during beginning of the calendar year and performance reviews on a quarterly basis.

2.2 Notwithstanding the provisions of Clause 2.1, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years.

3. Hours of Work:

TAMADA MEDIA believes in flexi timing. Your working schedule will be decided by your immediate superior or manager.

4. Leave:

Your leave will be governed by the leave policy of the Company

5. Transfers:

5.1 You will be assigned duties and responsibilities by Management from time to time and you are likely to be transferred to any other unit division or places where the Company or its associates / Promoters have got interest. The terms and conditions of your transfer shall be at the discretion of the Company.

5.2 In the event of transfer or deputation of your services, your salary and other benefits will be determined in accordance with the Company's policies prevalent at that time.

6. Restraints:

6.1 **Confidentiality of information:** You are required not to indulge, communicate or pass on any information related to a task assigned to you or information on any aspect of the Company to any one internal or external in any form.

6.2 **Confidentiality of Remuneration:** You are required to strictly maintain the secrecy of any information regarding your remuneration/ terms of employment to any other employee of the Company except your head of the department.

6.3 **Ethics:** You are required to deal with the Company's money, material and document (Intellectual property) with utmost honesty and professional ethics.

6.4 **Professional Devotion:** Your position with the Company calls for whole time devotion and you devote yourselves exclusively to the Company. You are required not to engage yourself

TAMADA MEDIA PVT. LTD. HYD-33.

simultaneously, in any other gainful or commercial employment/ business; part time or full time; directly or indirectly, as long as you are employed with TAMADA MEDIA or its direct Associates. You are also required not to involve directly or indirectly in any other profitable business connected with the dealings or activities of the Company in any way.

7. Separation Process:

7.1 Either the Company or you may at any time terminate this agreement by giving the other one-month notice in writing. Such resignation will be accepted only if a relieving order is issued by your superior/manager. You agree that in the event you want to leave the company under any unforeseen circumstances without serving the notice period, the company may relieve you with immediate effect by realizing an amount equivalent to one month's Basic salary in lieu of such notice period. Similarly, when the Company proposes to terminate your services, it may do so by paying salary due for the service rendered in lieu of such notice period.

7.2 The Company shall have full right to terminate your employment immediately without notice or payment in lieu of notice if:

7.2.1 You neglect, refuse, disobey, fail or for any reason become unable to perform any of your duties assigned to you from time to time or non-compliance with the Company policies and code of conduct; or

7.2.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or

7.2.3 You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.

7.2.4 There is a discrepancy in the copy of the documents/certificates given by you as a proof in support of this offer.

7.2.5 Any discrepancy or misleading fact found during the background check that will be conducted by us or by any independent agency approved by the management.

7.2.6 You are bound to the Termination policy of TAMADA MEDIA

8. Agreements:

As and when called upon to do so, you agree to sign service agreement(s) requiring you to serve the Company (TAMADA MEDIA) for specified period(s) in the event that:

8.1 You are deputed on Company's project/assignment anywhere in India or abroad and/or
The Company gives you training for any specific purpose in India/Abroad. In such event, if the specified period has not expired at the time you desire to leave the Company's services, then your leaving the Company's services shall be governed by the provisions of any such service agreement(s) signed by you. The service agreement(s) shall be in the form prescribed by the Company of future agreement(s) from time to time. The salient features of the said Agreement(s) are as under:

8.2 You will be required to undergo various specialized training, which the Company may arrange for you from time to time.

8.3 You will be required to work on any project/assignment in India or abroad on which the Company may depute you from time to time.

8.4 You will be required to work with the Company for specified period(s) after completion of any such training and/or deputation to any project/assignment.

TAMADA MEDIA PVT. LTD. HYD-33.

8.5 In case of breach of any of the conditions of such service agreement(s), you will be required to pay to the Company a reasonable sum as liquidated damages as specified and agreed upon in such service agreement.

9. Other Terms & Conditions:

9.1 **Post-Employment:** On leaving the services of the Company, you shall not take up a full-time/part-time employment with any of our customers and Associates for a period of 3 months.

9.2 **Authorization:** You are not authorized to sign any letter, document, and paper as the case may be on behalf of TAMADA MEDIA within or beyond the purview of your role until and unless you have a Power of Attorney or authorization from the Chief Executive Officer of TAMADA MEDIA.

9.3 **Passwords:** Access to our network, development environment and e-mail is through individual's password. For security reason it is essential to maintain confidentiality of the same and should not be shared with anyone. If the password is forgotten, the Infrastructure Support Services (ISS) is to reset and allow you to use a new password.

9.4 **Security:** Security is an important aspect of TAMADA MEDIA's communication and office infrastructure. If there is a need for you to take some of the equipment's/ products/ infrastructure out of the office premises for any reason you are required to attain authorization from your immediate manager. You will not enter/indulge in any activity, which is detrimental to the company's integrity, security, infrastructure, network, records, property tools etc.

9.5 **Indemnification:** You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment.

10. Confidentiality:

You agree at all times as part of your employment with the Company, you will be imparted certain information which is confidential in nature to the employment and thereafter (without limit of time); you shall (a) hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and (b) not disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

11. Intellectual Property:

You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

12. Warranty:

12.1 You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.

12.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.

TAMADA MEDIA PVT. LTD. HYD-33.

12.3 You warrant that you will comply with all TAMADA MEDIA applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of TAMADA MEDIA.

12.4 You warrant that you possess all the requisite certificates, licenses, permits, and work visas, clearances to be able to lawfully perform the services.

13. Non-Compete:

13.1 You accept that during the term of your employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, TAMADA MEDIA or company, engage yourself in any activity or business which shall be in competition with the business of the Company.

13.2 You shall observe and will be governed by the rules and regulations of the Company, the policies, rules and laws of the land and such other or further orders, and instructions issued by the Management from time to time.

The above terms and conditions of employment are based on Company policies, procedures and other rules currently applicable and subject to amendments from time to time.

You are requested to report at 10 AM on your date of joining at the address confirmed by our Recruiter and kindly submit all documents and items as listed in Annexure – II in original to our HR Department verification process. All such documents will be returned after verification keeping the photocopies of the same.

TAMADA MEDIA

Date:

I, _____ have read, understand and agree to the above terms and conditions set forth in this offer letter. I will join TAMADA MEDIA on or before_____.

Thanking You,

(Name & Signature)

TAMADA MEDIA PVT. LTD. HYD-33.

Annexure II

Following Documents and items are to be submitted, at the time of joining.

- Copy of this appointment Letter duly signed
- Photocopies of all educational documents such as degree/ provisional certificate and mark sheets of all semesters (from 10th onwards)
- Photocopy of Passport (if you do not have a passport, kindly apply for one immediately)
- Photocopy of PAN (if you do not have a PAN, kindly apply for one immediately)
- Photographs: Passport size (2)
- Previous employment service certificates, release letter, residence address proof.
- Any other relevant certificates/documents.

TAMADA MEDIA

TAMADA MEDIA PVT. LTD. HYD-33.

Tamada Media Pvt Ltd.		
Name of the Employee		**SRIKRISHNA THOTA**
Designation		**Marketing Executive**
Date of Joining		**01st April 2017**
Level		**L2**
Particulars		**Annual (Rs.)**
Total flexible payroll cost		4,20,000
Variable Bonus		xx
Total CTC		**4,20,000**
Compensation Structure	**Monthly (Rs.)**	**Annual (Rs.)**
Basic	17,500	2,10,000
HRA	7,000	84,000
Conveyance Allowance	1,600	19,200
Medical allowance	1,250	15,000
Special allowance	7,650	91,800
TOTAL	**35000**	**4,20,000**

(Note: Please note that salary is subject to basic PF and Tax deductions as applicable)

TAMADA MEDIA LTD. HYD-33.

Date: **24-03-2017**
Mr. Khandekar Tousif Islam

Dear **Tousif Islam,**

With reference to your application and discussions with our team, it is my pleasure to formally take you aboard as **a "Marketing Executive"** with an annual Salary (Cost-to-Company) of **Rs. 4,00,000/-** (**Four Lakhs Rupees Only**). This is inclusive of all and as per the terms & conditions explained in Annexure I. We extend this offer and the opportunity it represents with great confidence in your ability. You made a very favorable impression on everyone you met and we are excited about your joining us. TAMADA MEDIA will endeavor to provide you with outstanding opportunities to enhance your professional development.

This offer is subject to your compliance with our terms & conditions of employment that are enclosed with this letter. Please go through the same and return the duplicate copy of this letter as a token of acceptance within two days failing which this offer letter will stand cancelled.

Please accept my congratulations on this important decision in your career. All of those with whom you met here have also extended their warmest welcome. It is our collective hope that you will set your personal and professional goals high and take full advantage of the many opportunities you will be given by us to realize your full potential.

Sincerely,

For Tamada Media Pvt Ltd.,

TAMADA MEDIA PVT. LTD. HYD-33.

Surya Rahul Tamada
CEO

Enclosures

- Appointment Terms (Annexure I)
- List of Documents to be furnished on joining (Annexure II)
- Salary Break-up (Annexure III)

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Annexure I

1. Probation:

1.1 You shall be on probation for a period of three months from the date of joining. The Company may, at its sole discretion, extend the period of probation for a further period.

1.2 Unless otherwise communicated to you in writing, your services with the Company shall stand confirmed at the end of the probation period.

1.3 During probation, you will be required to give a one-month notice in case you decide to leave the services of the Company. Similarly, the Company can terminate your service by giving the same required notice.

2. Appraisal:

2.1 You will receive periodic performance and compensation reviews in accordance with administrative practices of TAMADA MEDIA. Typically, compensation reviews are conducted once a year during beginning of the calendar year and performance reviews on a quarterly basis.

2.2 Notwithstanding the provisions of Clause 2.1, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years.

3. Hours of Work:

TAMADA MEDIA believes in flexi timing. Your working schedule will be decided by your immediate superior or manager.

4. Leave:

Your leave will be governed by the leave policy of the Company

5. Transfers:

5.1 You will be assigned duties and responsibilities by Management from time to time and you are likely to be transferred to any other unit, division or places where the Company or its associates / Promoters have got interest. The terms and conditions of your transfer shall be at the discretion of the Company.

5.2 In the event of transfer or deputation of your services, your salary and other benefits will be determined in accordance with the Company's policies prevalent at that time.

6. Restraints:

6.1 **Confidentiality of information:** You are required not to indulge, communicate or pass on any information related to a task assigned to you or information on any aspect of the Company to any one internal or external in any form.

6.2 **Confidentiality of Remuneration:** You are required to strictly maintain the secrecy of any information regarding your remuneration/ terms of employment to any other employee of the Company except your head of the department.

6.3 **Ethics:** You are required to deal with the Company's money, material and document (Intellectual property) with utmost honesty and professional ethics.

6.4 **Professional Devotion:** Your position with the Company calls for whole time devotion and you devote yourselves exclusively to the Company. You are required not to engage yourself

TAMADA MEDIA PVT. LTD. HYD-33.

simultaneously, in any other gainful or commercial employment/ business; part time or full time; directly or indirectly, as long as you are employed with TAMADA MEDIA or its direct Associates. You are also required not to involve directly or indirectly in any other profitable business connected with the dealings or activities of the Company in any way.

7. Separation Process:

7.1 Either the Company or you may at any time terminate this agreement by giving the other one-month notice in writing. Such resignation will be accepted only if a relieving order is issued by your superior/manager. You agree that in the event you want to leave the company under any unforeseen circumstances without serving the notice period, the company may relieve you with immediate effect by realizing an amount equivalent to one month's Basic salary in lieu of such notice period. Similarly, when the Company proposes to terminate your services, it may do so by paying salary due for the service rendered in lieu of such notice period.

7.2 The Company shall have full right to terminate your employment immediately without notice or payment in lieu of notice if:

7.2.1 You neglect, refuse, disobey, fail or for any reason become unable to perform any of your duties assigned to you from time to time or non-compliance with the Company policies and code of conduct; or

7.2.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or

7.2.3 You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.

7.2.4 There is a discrepancy in the copy of the documents/certificates given by you as a proof in support of this offer.

7.2.5 Any discrepancy or misleading fact found during the background check that will be conducted by us or by any independent agency approved by the management.

7.2.6 You are bound to the Termination policy of TAMADA MEDIA

8. Agreements:

As and when called upon to do so, you agree to sign service agreement(s) requiring you to serve the Company (TAMADA MEDIA) for specified period(s) in the event that:

8.1 You are deputed on Company's project/assignment anywhere in India or abroad and/or
The Company gives you training for any specific purpose in India/Abroad. In such event, if the specified period has not expired at the time you desire to leave the Company's services, then your leaving the Company's services shall be governed by the provisions of any such service agreement(s) signed by you. The service agreement(s) shall be in the form prescribed by the Company of future agreement(s) from time to time. The salient features of the said Agreement(s) are as under:

8.2 You will be required to undergo various specialized training, which the Company may arrange for you from time to time.

8.3 You will be required to work on any project/assignment in India or abroad on which the Company may depute you from time to time.

8.4 You will be required to work with the Company for specified period(s) after completion of any such training and/or deputation to any project/assignment.

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8.5 In case of breach of any of the conditions of such service agreement(s), you will be required to pay to the Company a reasonable sum as liquidated damages as specified and agreed upon in such service agreement.

9. Other Terms & Conditions:

9.1 **Post-Employment:** On leaving the services of the Company, you shall not take up a full-time/part-time employment with any of our customers and Associates for a period of 3 months.

9.2 **Authorization:** You are not authorized to sign any letter, document, and paper as the case may be on behalf of TAMADA MEDIA within or beyond the purview of your role until and unless you have a Power of Attorney or authorization from the Chief Executive Officer of TAMADA MEDIA.

9.3 **Passwords:** Access to our network, development environment and e-mail is through individual's password. For security reason it is essential to maintain confidentiality of the same and should not be shared with anyone. If the password is forgotten, the Infrastructure Support Services (ISS) is to reset and allow you to use a new password.

9.4 **Security:** Security is an important aspect of TAMADA MEDIA's communication and office infrastructure. If there is a need for you to take some of the equipment's/ products/ infrastructure out of the office premises for any reason you are required to attain authorization from your immediate manager. You will not enter/indulge in any activity, which is detrimental to the company's integrity, security, infrastructure, network, records, property tools etc.

9.5 **Indemnification:** You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment.

10. Confidentiality:

You agree at all times as part of your employment with the Company, you will be imparted certain information which is confidential in nature to the employment and thereafter (without limit of time); you shall (a) hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and (b) not disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

11. Intellectual Property:

You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

12. Warranty:

12.1 You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.

12.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.

TAMADA MEDIA PVT. LTD. HYD-33.

12.3 You warrant that you will comply with all TAMADA MEDIA applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of TAMADA MEDIA.

12.4 You warrant that you possess all the requisite certificates, licenses, permits, and work visas, clearances to be able to lawfully perform the services.

13. Non-Compete:

13.1 You accept that during the term of your employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, TAMADA MEDIA or company, engage yourself in any activity or business which shall be in competition with the business of the Company.

13.2 You shall observe and will be governed by the rules and regulations of the Company, the policies, rules and laws of the land and such other or further orders, and instructions issued by the Management from time to time.

The above terms and conditions of employment are based on Company policies, procedures and other rules currently applicable and subject to amendments from time to time.

You are requested to report at 10 AM on your date of joining at the address confirmed by our Recruiter and kindly submit all documents and items as listed in Annexure – II in original to our HR Department verification process. All such documents will be returned after verification keeping the photocopies of the same.

Date:

I, _____ have read, understand and agree to the above terms and conditions set forth in this offer letter. I will join TAMADA MEDIA on or before_____.

Thanking You,

(Name & Signature)

TAMADA MEDIA PVT. LTD. HYD-33.

Annexure II

Following Documents and items are to be submitted, at the time of joining.

- Copy of this appointment Letter duly signed
- Photocopies of all educational documents such as degree/ provisional certificate and mark sheets of all semesters (from 10th onwards)
- Photocopy of Passport (if you do not have a passport, kindly apply for one immediately)
- Photocopy of PAN (if you do not have a PAN, kindly apply for one immediately)
- Photographs: Passport size (2)
- Previous employment service certificates, release letter, residence address proof.
- Any other relevant certificates/documents.

TAMADA MEDIA

TAMADA MEDIA PVT. LTD. HYD-33.

Tamada Media Pvt Ltd.		
Name of the Employee		**Khandekar Tousif Islam**
Designation		**Marketing Executive**
Date of Joining		**01st April 2017**
Level		**L2**
Particulars		**Annual (Rs.)**
Total flexible payroll cost		4,00,000
Variable Bonus		xx
Total CTC		**4,00,000**
Compensation Structure	**Monthly (Rs.)**	**Annual (Rs.)**
Basic	16,667	2,00,000
HRA	6,667	80,000
Conveyance Allowance	1,600	19,200
Medical allowance	1,250	15,000
Special allowance	7,150	85,800
TOTAL	**33333.33**	**4,00,000**

(Note: Please note that salary is subject to basic PF and Tax deductions as applicable)

TAMADA MEDIA PVT. LTD. HYD-33.

Date: **24-03-2017**
Mr. KARTIK BHARDWAJ

Dear **Kartik,**

With reference to your application and discussions with our team, it is my pleasure to formally take you aboard as **a "Marketing Executive"** with an annual Salary (Cost-to-Company) of **Rs. 4,00,000/-** (**Four Lakhs Rupees Only**). This is inclusive of all and as per the terms & conditions explained in Annexure I. We extend this offer and the opportunity it represents with great confidence in your ability. You made a very favorable impression on everyone you met and we are excited about your joining us. TAMADA MEDIA will endeavor to provide you with outstanding opportunities to enhance your professional development.

This offer is subject to your compliance with our terms & conditions of employment that are enclosed with this letter. Please go through the same and return the duplicate copy of this letter as a token of acceptance within two days failing which this offer letter will stand cancelled.

Please accept my congratulations on this important decision in your career. All of those with whom you met here have also extended their warmest welcome. It is our collective hope that you will set your personal and professional goals high and take full advantage of the many opportunities you will be given by us to realize your full potential.

Sincerely,

For Tamada Media Pvt Ltd.,

TAMADA MEDIA PVT. LTD. HYD-33.

Surya Rahul Tamada
CEO

Enclosures

- Appointment Terms (Annexure I)
- List of Documents to be furnished on joining (Annexure II)
- Salary Break-up (Annexure III)

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Annexure I

1. Probation:

1.1 You shall be on probation for a period of three months from the date of joining. The Company may, at its sole discretion, extend the period of probation for a further period.

1.2 Unless otherwise communicated to you in writing, your services with the Company shall stand confirmed at the end of the probation period.

1.3 During probation, you will be required to give a one-month notice in case you decide to leave the services of the Company. Similarly, the Company can terminate your service by giving the same required notice.

2. Appraisal:

2.1 You will receive periodic performance and compensation reviews in accordance with administrative practices of TAMADA MEDIA. Typically, compensation reviews are conducted once a year during beginning of the calendar year and performance reviews on a quarterly basis.

2.2 Notwithstanding the provisions of Clause 2.1, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years.

3. Hours of Work:

TAMADA MEDIA believes in flexi timing. Your working schedule will be decided by your immediate superior or manager.

4. Leave:

Your leave will be governed by the leave policy of the Company

5. Transfers:

5.1 You will be assigned duties and responsibilities by Management from time to time and you are likely to be transferred to any other unit, division or places where the Company or its associates / Promoters have got interest. The terms and conditions of your transfer shall be at the discretion of the Company.

5.2 In the event of transfer or deputation of your services, your salary and other benefits will be determined in accordance with the Company's policies prevalent at that time.

6. Restraints:

6.1 **Confidentiality of information:** You are required not to indulge, communicate or pass on any information related to a task assigned to you or information on any aspect of the Company to any one internal or external in any form.

6.2 **Confidentiality of Remuneration:** You are required to strictly maintain the secrecy of any information regarding your remuneration/ terms of employment to any other employee of the Company except your head of the department.

6.3 **Ethics:** You are required to deal with the Company's money, material and document (Intellectual property) with utmost honesty and professional ethics.

6.4 **Professional Devotion:** Your position with the Company calls for whole time devotion and you devote yourselves exclusively to the Company. You are required not to engage yourself

TAMADA MEDIA PVT. LTD. HYD-33.

simultaneously, in any other gainful or commercial employment/ business; part time or full time; directly or indirectly, as long as you are employed with TAMADA MEDIA or its direct Associates. You are also required not to involve directly or indirectly in any other profitable business connected with the dealings or activities of the Company in any way.

7. Separation Process:

7.1 Either the Company or you may at any time terminate this agreement by giving the other one-month notice in writing. Such resignation will be accepted only if a relieving order is issued by your superior/manager. You agree that in the event you want to leave the company under any unforeseen circumstances without serving the notice period, the company may relieve you with immediate effect by realizing an amount equivalent to one month's Basic salary in lieu of such notice period. Similarly, when the Company proposes to terminate your services, it may do so by paying salary due for the service rendered in lieu of such notice period.

7.2 The Company shall have full right to terminate your employment immediately without notice or payment in lieu of notice if:

7.2.1 You neglect, refuse, disobey, fail or for any reason become unable to perform any of your duties assigned to you from time to time or non-compliance with the Company policies and code of conduct; or

7.2.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or

7.2.3 You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.

7.2.4 There is a discrepancy in the copy of the documents/certificates given by you as a proof in support of this offer.

7.2.5 Any discrepancy or misleading fact found during the background check that will be conducted by us or by any independent agency approved by the management.

7.2.6 You are bound to the Termination policy of TAMADA MEDIA

8. Agreements:

As and when called upon to do so, you agree to sign service agreement(s) requiring you to serve the Company (TAMADA MEDIA) for specified period(s) in the event that:

8.1 You are deputed on Company's project/assignment anywhere in India or abroad and/or
The Company gives you training for any specific purpose in India/Abroad. In such event, if the specified period has not expired at the time you desire to leave the Company's services, then your leaving the Company's services shall be governed by the provisions of any such service agreement(s) signed by you. The service agreement(s) shall be in the form prescribed by the Company of future agreement(s) from time to time. The salient features of the said Agreement(s) are as under:

8.2 You will be required to undergo various specialized training, which the Company may arrange for you from time to time.

8.3 You will be required to work on any project/assignment in India or abroad on which the Company may depute you from time to time.

8.4 You will be required to work with the Company for specified period(s) after completion of any such training and/or deputation to any project/assignment.

TAMADA MEDIA PVT. LTD. HYD-33.

8.5 In case of breach of any of the conditions of such service agreement(s), you will be required to pay to the Company a reasonable sum as liquidated damages as specified and agreed upon in such service agreement.

9. Other Terms & Conditions:

9.1 **Post-Employment:** On leaving the services of the Company, you shall not take up a full-time/part-time employment with any of our customers and Associates for a period of 3 months.

9.2 **Authorization:** You are not authorized to sign any letter, document, and paper as the case may be on behalf of TAMADA MEDIA within or beyond the purview of your role until and unless you have a Power of Attorney or authorization from the Chief Executive Officer of TAMADA MEDIA.

9.3 **Passwords:** Access to our network, development environment and e-mail is through individual's password. For security reason it is essential to maintain confidentiality of the same and should not be shared with anyone. If the password is forgotten, the Infrastructure Support Services (ISS) is to reset and allow you to use a new password.

9.4 **Security:** Security is an important aspect of TAMADA MEDIA's communication and office infrastructure. If there is a need for you to take some of the equipment's/ products/ infrastructure out of the office premises for any reason you are required to attain authorization from your immediate manager. You will not enter/indulge in any activity, which is detrimental to the company's integrity, security, infrastructure, network, records, property tools etc.

9.5 **Indemnification:** You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment.

10. Confidentiality:

You agree at all times as part of your employment with the Company, you will be imparted certain information which is confidential in nature to the employment and thereafter (without limit of time); you shall (a) hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and (b) not disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

11. Intellectual Property:

You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

12. Warranty:

12.1 You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.

12.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.

TAMADA MEDIA PVT. LTD. HYD-33.

12.3 You warrant that you will comply with all TAMADA MEDIA applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of TAMADA MEDIA.

12.4 You warrant that you possess all the requisite certificates, licenses, permits, and work visas, clearances to be able to lawfully perform the services.

13. Non-Compete:

13.1 You accept that during the term of your employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, TAMADA MEDIA or company, engage yourself in any activity or business which shall be in competition with the business of the Company.

13.2 You shall observe and will be governed by the rules and regulations of the Company, the policies, rules and laws of the land and such other or further orders, and instructions issued by the Management from time to time.

The above terms and conditions of employment are based on Company policies, procedures and other rules currently applicable and subject to amendments from time to time.

You are requested to report at 10 AM on your date of joining at the address confirmed by our Recruiter and kindly submit all documents and items as listed in Annexure – II in original to our HR Department verification process. All such documents will be returned after verification keeping the photocopies of the same.

TAMADA MEDIA

Date:

I, _____ have read, understand and agree to the above terms and conditions set forth in this offer letter. I will join TAMADA MEDIA on or before_____.

Thanking You,

(Name & Signature)

TAMADA MEDIA PVT. LTD. HYD-33.

Annexure II

Following Documents and items are to be submitted, at the time of joining.

- Copy of this appointment Letter duly signed
- Photocopies of all educational documents such as degree/ provisional certificate and mark sheets of all semesters (from 10th onwards)
- Photocopy of Passport (if you do not have a passport, kindly apply for one immediately)
- Photocopy of PAN (if you do not have a PAN, kindly apply for one immediately)
- Photographs: Passport size (2)
- Previous employment service certificates, release letter, residence address proof.
- Any other relevant certificates/documents.

TAMADA MEDIA

TAMADA MEDIA LTD. HYD-33.

Tamada Media Pvt Ltd.		
Name of the Employee		**KARTIK BHARDWAJ**
Designation		**Marketing Executive**
Date of Joining		**01st April 2017**
Level		**L2**
Particulars		**Annual (Rs.)**
Total flexible payroll cost		4,00,000
Variable Bonus		xx
Total CTC		**4,00,000**
Compensation Structure	**Monthly (Rs.)**	**Annual (Rs.)**
Basic	16,667	2,00,000
HRA	6,667	80,000
Conveyance Allowance	1,600	19,200
Medical allowance	1,250	15,000
Special allowance	7,150	85,800
TOTAL	**33333.33**	**4,00,000**

(Note: Please note that salary is subject to basic PF and Tax deductions as applicable)

TAMADA MEDIA PVT. LTD. HYD-33.

Date: 5th December 2016

Ms. Jhanvi Saxena
11 Malviya Road, George town.
Allahabad

Mobile: +91 9052040033
E-mail: jsaxena39@gmail.com

Dear Jhanvi,

Ref: Offer letter for the post of **"Management Trainee"**

With reference to your application and subsequent interaction that you had with us, Kenscio Digital Marketing is pleased to offer you the post of **"Management Trainee"** based at our Bangalore / Gurgaon / Mumbai office.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met/spoke with and we are excited by the prospect of your being a part of Kenscio Digital Marketing Pvt Ltd. Specific details of your role and work responsibilities will be communicated in the initial weeks of your joining the Company.

On acceptance of this offer, you will be entitled for an Annual pay of **Rs 5,00,000/- (Rupees Five Lakh Only)** effective from the date of joining at Kenscio Digital Marketing Pvt. Ltd. (The break-down details of your Compensation plan are provided in **Annexure – A)**

- **Service Bond**
  You agree to serve with and be employed in this Company, or concern or associates to which the Employee's services may be transferred by this Company for a period of Two Years from date of your joining the company.

- **Probation / Training Period:**
  That you will be on probation for a period of 6 months; the period of probation can be extended at the discretion of the management and you will continue to be on probation till an order of confirmation has been issued in writing.

Your detailed appointment letter will be issued at the time of your joining our organization.

On the date of joining you are requested to bring the following documents:

- 2 Passport size photographs.
- Copy of relieving and experience certificate of your immediate previous employment.
- Copy of relieving and experience certificate of preceding employment.
- Educational Certificates.
- Copy of Pan Card.
- Address Proof

As discussed, we expect a start date of on or before **1st March 2017.** At the time of joining, you are required to submit the documents mentioned as above, in this letter.

As a token of your acceptance of this Offer letter, please sign in the space provided below indicating your acceptance and submit the same to HR Dept.

We look forward to you joining our team at the earliest. If you wish to discuss any detail of this offer, please feel free to contact us.

For Kenscio Digital Marketing Private Limited

Manjunatha K G
(Founder and CEO)

Received & Agreed by

Annexure A:

Description	CTC (Annual)	CTC (Monthly)
BASIC	175000	14583
HRA	70000	5833
Conveyance	19200	1600
Medical	15000	1250
Telephone & Internet	18000	1500
Food Card	0	0
Employer PF	21000	1750
Special Allowance	181800	15150
SubTotal (A)	500000	41667
Variable Pay*	0	0
SubTotal (B)	0	0
Total CTC (A + B)	500000	41667
Amount in word Annual - Rupee Five Lakh Only		

Variable Pay* - Will be paid to you equal installment on half yearly basis, only if you are on the roll of company at the time of disbursement. If you resigned or serving the notice period will not be eligible to be paid.

Date: 5th December 2016

Ms. Komal Mittal
N.R.I complex ,Palm
Beach road seawoods,
Mumbai -400706

Mobile: +91 9820091195
E-mail: komittal@yahoo.co.in

Dear Komal,

Ref: Offer letter for the post of **"Management Trainee"**

With reference to your application and subsequent interaction that you had with us, Kenscio Digital Marketing is pleased to offer you the post of **"Management Trainee"** based at our Bangalore / Gurgaon / Mumbai office.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met/spoke with and we are excited by the prospect of your being a part of Kenscio Digital Marketing Pvt Ltd. Specific details of your role and work responsibilities will be communicated in the initial weeks of your joining the Company.

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Date: 5th December 2016

Ms. Sakshi Agrawal
13/91, Station Road, Nanpara,
Distt-Bahraich, Uttar Pradesh

Mobile: +91 8860-160-651
E-mail: sakshiag1305@gmail.com

Dear Sakshi,

Ref: Offer letter for the post of **"Management Trainee"**

With reference to your application and subsequent interaction that you had with us, Kenscio Digital Marketing is pleased to offer you the post of **"Management Trainee"** based at our Bangalore / Gurgaon / Mumbai office.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met/spoke with and we are excited by the prospect of your being a part of Kenscio Digital Marketing Pvt Ltd. Specific details of your role and work responsibilities will be communicated in the initial weeks of your joining the Company.

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For Kenscio Digital Marketing Private Limited

Manjunatha K G
(Founder and CEO)

Received & Agreed by

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Amount in word Annual - Rupee Five Lakh Only		

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Date: 5th December 2016

Ms. Geetika Gupta
C-181 VivekVihar,
New Delhi-110095

Mobile: +91 9711662134
E-mail: geetikagupta030@gmail.com

Dear Geetika,

Ref: Offer letter for the post of **"Management Trainee"**

With reference to your application and subsequent interaction that you had with us, Kenscio Digital Marketing is pleased to offer you the post of **"Management Trainee"** based at our Bangalore / Gurgaon / Mumbai office.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met/spoke with and we are excited by the prospect of your being a part of Kenscio Digital Marketing Pvt Ltd. Specific details of your role and work responsibilities will be communicated in the initial weeks of your joining the Company.

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Manjunatha K G
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KR
Khimji Ramdas
INDIA

Private and Confidential

Date : 20/10/2016

To,

Mr. Rajat Pramodrao Kale
Ameya – 69, Ramayan Nagari,
Sahakar Nagar, Bhandara,
Maharashtra, 441904

Sub : Appointment

Dear **Mr. Rajat Pramodrao Kale**

We are pleased to appoint you as a **"Management Trainee".** You will be employed by KHIMJI RAMDAS INDIA PVT LTD. with the following Terms & Conditions.

Your employment is governed by the terms of this employment contract and or rules, regulation, policies which are in force, amended / introduced from time to time.

1. Capacity and Performance

1.1 Your present place of work will be at **Gujarat**, but during the course of employment in this company, you shall be liable to be posted/transferred anywhere to serve any of the Company's Branch/group or any establishment in India or outside, at the sole discretion of the Management.

1.2 You will be employed by the Company on a full-time basis and shall perform such duties and responsibilities on behalf of the Company as may be designated from time to time.

1.3 During the employment, you will devote your whole business time and best efforts, skill and knowledge to the advancement of the interests of the Company and discharge your duties and responsibilities to the best of your abilities.

1.4 During the period of your employment hereunder, you shall not engage directly or indirectly, with or without remuneration, in any other employment, or provide service to any other person, company, business entity or other organization whatsoever, or be interested in any other business, or calling of any nature, without written permission from the company.

1.5 You shall be retired from the services of the Company after completion of 58 years of age and shall not have any claim to be continued in service thereafter.

1.6 This appointment and your continuance in employment is subject to your having been found medically (physically and mentally) fit by the authorized Medical Officer of the Company.

1.7 You will be required to comply with all such rules and regulations as the Company may frame time to time.

2. Probation

You shall be on the probation/training period for 3 months from the date of commencement of your service. The probation period can be extended further to another 3 month at the discretion of the management. Your appointment shall be confirmed upon the successful completion of the probation/training period, provided your services have been found satisfactory and your service are confirmed in writing.

2.1 During the probation/training period, the Company can terminate your appointment without giving you a notice period and assigning any reason by in writing. If you wish to leave the service of the Company during the probation/training period, you shall give to the Company 15 days notice in writing.

3. Other Benefits

In addition to the emoluments, you will be entitled to Provident Fund, ESIC, Gratuity and Bonus in accordance with the relevant Act/Company's rules applicable to you from time to time.

4. Income Tax

You will be responsible for paying for personal income tax liabilities to the Department of Income Tax. The Company will withhold from your payroll personal income taxes due in accordance with Government rules and regulations.

5. Confidentiality

5.1 Your employment terms and conditions are strictly confidential between you and the Company. Any disclosure of such employment terms and conditions to other employees or outside parties without prior written approval of the Company will constitute a breach of this letter and may result in disciplinary action.

5.2 You shall neither during the employment hereunder (except in proper performance of your duties) nor at any time (without limit) after the termination thereof, except so far as it is necessary and proper in the ordinary course of your employment, disclose to any person, company ,business entity or other organization whatsoever, any information as to the practice, business dealing or affairs of the Company or of any of its customers or as to any other company or customer lists or requirements, price lists or pricing structures, marketing or sales information, business plans or dealings, research activities, any document marked "confidential" or any information which you have been advised is "confidential" or which you might reasonably expect the Company would regard as "confidential" or any information which has been given to the Company in confidence by customers, suppliers or other persons.

5.3 Upon the termination of your employment hereunder, and/or at any other time if the Company shall so request, you will deliver to the Company all documents (including correspondence, list of customers, notes, memoranda, plans, drawings and other documents of whatsoever nature) in whatever forms. For the avoidance of doubt, it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the Company.

5.4 You are required to sign a confidentiality / non-disclosure undertaking to be provided by the Company on joining duty.

6. Code of Conduct

6.1 At all times, you are expected to observe the highest standards of ethical, personal and professional conduct.

6.2 If at any time, you by your conduct render yourself incompetent to perform your duties or if you should be disobedient, irregular in attendance, commit any breach of the terms of your employment or of any of the stipulations herein contained or it is found that there is a possibility of conflict of interest, the company shall, without prejudice to any of its right under the terms herein, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and to deduct from salary or other emoluments if any, then due to you, the amount of any loss the company may have sustained.

6.3 You should adhere to the Company's policies and procedures and you must comply with all the legal requirements. Failure to comply with the Company's policies and procedures or any legal requirements may result in appropriate disciplinary actions taken against you and or termination of your employment.

6.4 During the tenure of your employment with the company, you may be called upon to present yourself for a medical examination and any decision taken by the management based on the findings of the report by the company appointed Medical practitioner shall be binding on you.

7. Termination of Employment

7.1 If you wish to leave the services you have to give prior one month notice in writing or your salary and other benefits will be detained.

7.2 If you are not attending office or not reporting to work continuously for 7 days without any intimation in writing it will assumed by the Company that you are no longer interested in your employment, and therefore, the employment is liable to be terminated without notice. Your service shall be liable to be terminated on one month notice or salary in lieu thereof except on disciplinary ground in which case no such notice or payment in lieu thereof shall be necessary.

8. **Governing Law**

That all disputes and differences are to be inquired and to be dealt with and are to settled at Ahmedabad. And that the courts, tribunals and/or authorities at Ahmedabad only shall have jurisdiction to entertain, try and decide such disputes or differences arising out of or pertaining to this appointment.

9. **Alterations to Appointment letter**

This appointment letter constitutes the written terms and conditions governing your employment with the Company. You will be notified of any changes to the terms and conditions of your employment. If you agree with the terms herein, please signify your acceptance by signing and returning to the Company the duplicate copy of this letter.

10. Your date of joining will be considered as _____ for all end of service benefits.

Yours Sincerely
For and on behalf of

KHIMJI RAMDAS INDIA PVT LTD.

Chandhesh

[Authorized Signatory]

Encl:

I have received a copy of this letter and have read and understood its contents. I agree and accept that the contents of this letter will constitute my contract of employment. I also understand that I will be notified of any alterations.

Signature :

Name :

Date :

SALARY STRUCTURE

Name of the Employee	Mr. Rajat Pramodrao Kale
Location	Gujarat
Designation	Management Trainee
Department	Sales

Components	**Monthly**	**Annually**
Basic Salary	15,000.00	1, 80,000.00
HRA	6,000.00	72,000.00
Conv Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Other Allowance	13,280.00	1, 49,760.00
Gross Salary	**36,330.00**	**4, 35,960.00**
Bonus / Ex-Gratia	1,250.00	15,000.00
* Loyalty Bonus		75,000.00
Company PF	2,004.00	24,048.00
CTC	**39,584.00**	**550,008.00**

*** Loyalty Bonus will be paid on successfully completion of one year.**
**** Additional -** You shall be entitled to a performance linked variable pay based of performance, once the specific assignment given. However, payment of Loyalty Bonus and variable pay is purely at the discretion of the management.

It is agreed that it shall be open to the Company may from time to time add,modify or abrogate any remuneration benefit facility that may have been extended to you.The modification of emoluments will be based on the basis of your performance and on the basis of Company's functioning,finances and prospects and you shall be bound by the Company's decision in this regard.

Yours Sincerely

For and on behalf of

KHIMJI RAMDAS INDIA PVT LTD.

Chandhuesl

[Authorized Signatory]

Encl:

I have received a copy of this letter and have read and understood its contents.I agree and accept that the contents of this letter will constitute my contract of employment.I also understand that I will be notified of any alterations.

Signature :

Name :

Date :

Date: 5th December 2016

Mr. Bhushan Jadhav
Padma Park,
Sector- 28, plot-114,
Vashi, Navi Mumbai-400705

Mobile: +91 9664352822
E-mail: bhushaan.jadhav@gmail.com

Dear Bhushan,

Ref: Offer letter for the post of **"Management Trainee"**

With reference to your application and subsequent interaction that you had with us, Kenscio Digital Marketing is pleased to offer you the post of **"Management Trainee"** based at our Bangalore / Gurgaon / Mumbai office.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met/spoke with and we are excited by the prospect of your being a part of Kenscio Digital Marketing Pvt Ltd. Specific details of your role and work responsibilities will be communicated in the initial weeks of your joining the Company.

On acceptance of this offer, you will be entitled for an Annual pay of **Rs 5,00,000/- (Rupees Five Lakh Only)** effective from the date of joining at Kenscio Digital Marketing Pvt. Ltd. (The break-down details of your Compensation plan are provided in **Annexure – A)**

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- **Probation / Training Period:**
  That you will be on probation for a period of 6 months; the period of probation can be extended at the discretion of the management and you will continue to be on probation till an order of confirmation has been issued in writing.

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On the date of joining you are requested to bring the following documents:

- 2 Passport size photographs.
- Copy of relieving and experience certificate of your immediate previous employment.
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- Copy of Pan Card.
- Address Proof

As discussed, we expect a start date of on or before **1st March 2017.** At the time of joining, you are required to submit the documents mentioned as above, in this letter.

As a token of your acceptance of this Offer letter, please sign in the space provided below indicating your acceptance and submit the same to HR Dept.

We look forward to you joining our team at the earliest. If you wish to discuss any detail of this offer, please feel free to contact us.

For Kenscio Digital Marketing Private Limited

Manjunatha K G
(Founder and CEO)

Received & Agreed by

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Total CTC (A + B)	500000	41667
Amount in word Annual - Rupee Five Lakh Only		

KNOWCRAFT ANALYTICS PVT. LTD.

SERVICE AGREEMENT

THIS AGREEMENT is made at Ahmedabad on this 14th Day of March, Two Thousand Seventeen BETWEEN Ms. Nikita Goel age 25 years Indian Inhabitant residing at Agrawal Trading Company, Chowk, Tanda, Uttar Pradesh hereinafter referred to as the "Employee" (which expression unless it is repugnant to the subject or context thereof, shall be deemed to mean and include his/her heirs, executors, administrators and assigns) of the one part and Knowcraft Analytics Private Ltd. a private limited Company incorporated under the Companies Act, 1956 and having its Registered office at 905/906/907, Abhishree Adroit, Near Mansi Circle, Vastrapur, Ahmedabad – 380015, hereinafter referred to as the "Company" (which expression, unless it is repugnant to the subject of context thereof, shall be deemed to mean and include it successors and assigns) of the other part:
WHEREAS:

A. The Employee has expressed his/her desire to join the services of the Company and has made an application for employment along with his/her Curriculum Vitae for being employed in the Company as an "Analyst".

B. The Company based on the representations made by the Employee has agreed to employ here as an Analyst on the terms and conditions mentioned herein agreed between the parties.

C. The Employee acknowledges that as an Employee of the Company the Employee will be required to function in a role & in a unique environment. Consequently the Employee is aware that for working efficiently for such Company the Employee will require a considerable amount of orientation & acclimatization, before the Employee can be fully effective & productive.

D. The Employee recognizes that the Company has to provide to the Employee specialized training in the relevant field and area of his/her working for which the Company may utilize its in-house training facilities or may outsource the training to a third party or may require the Employee to report to the training centre(s) / organizations as may be arranged by the Company either within India or abroad; and for period(s) as the Company may in its discretion deem necessary.

The Employee further recognizes that during such period of training, orientation, & acclimatization and even thereafter, when the Company may require the Employee to acquire additional skills and efficiency, the Company will be required to spend a considerable amount of resources including his/her emoluments besides allowing the Employee to have access to the business secrets of the Company in several spheres.

E. The Employee is aware that non-fulfillment of the terms of the agreement by the Employee whether in full or in part, would seriously affect the work & reputation of the Company & also cause financial loss to the Company besides loss of credibility due to lack of attention & focus disruption of ongoing projects and cost of rehiring & training replacement of the Employee.

F. The Employee agrees that in case he commits any breach of any of the terms of this agreement he shall be liable to face consequences provided herein and those available under the applicable Laws.

G. The Employee is further aware and admits that such non-fulfillment would also amount to the Employee committing criminal breach of trust and cheating in respect of the above emoluments received by him/her, from time to time, from the Company, during his/her tenure.

H. The Employee agrees that in the event of his/her committing the breach of the terms of this agreement; the Company will have full liberty to proceed against the Employee for criminal breach of trust / cheating without prejudice to its right to adopt civil recovery proceedings against the Employee under the terms & conditions of this agreement.

I. The Employee has agreed to execute this agreement on the terms and conditions stated herein and accepted by the Employee. It is understood that the terms and conditions are bound to change from time to time and the Employee also agrees to be bound by the Rules,

Regulations, Policies, code of Conduct etc. of the Company over and above the prevalent applicable laws.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Designation and Date of Appointment**

The Employee is appointed as an Analyst on the basis of documents; Curriculum Vitae, proofs, information etc. supplied by him with effect from mutually agreed date.

2. **Probation**

The Employee will be on a probation period for six months commencing from the date of joining. Upon satisfactory completion of the probation period, his/her services shall be confirmed in writing, provided that the Company may terminate the services, without assigning any reasons, at any time during the probation period or at the end of the initial period of probation of six months or during the extended period or at the end of the extended period of probation. If performance of the Employee is not found satisfactory, the period of probation may be extended by a further period not exceeding six months at each time. Provided further, that if his/her services are not confirmed in writing at the end of the initial period of six months and the service does not come to an end by an order of termination as stated hereinabove, then his/her service shall be deemed to have been continued on probation for a further period of six months and until confirmed in writing.

Notwithstanding the above, during the period of probation, services may be terminated by either side by giving one month's written notice to the other party. The Company may terminate the services of the Employee by giving one month's salary in lieu of notice period.

3. **Performance of Duties**

The Employee agrees that during the Employment Period he shall devote his/her full business time to the business affairs of the Company and shall perform his/her duties faithfully and efficiently subject to the direction of the Senior Executive of the Company. The Employee shall follow the code of conduct of the Company for discharging his/her duties as long as he is employed in the Company.

4. **Location & Transfer**

The Employee will be based at our office located at Ahmedabad and he/she will report to the Senior Executive of the Company. However, his/her services are transferable and the Company may transfer his/her to any of its branches, subsidiaries, sister concerns, associates etc. existing at present or in future across the globe. He/she may be also sent on deputation to clients of the Company as per nature and scope of work. He/she will abide by the Company's rules and regulations as may be in effect from time to time with respect to his/her function, grade or location he/she works in.

5. **Emoluments**

The Company shall pay his/her as per salary structure mentioned in Annexure – A to this Agreement. Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his/her services as follows:

(a) He / she shall receive an annual salary; payable in monthly or more frequent installments, in an amount as mentioned in Annexure A subject to such changes as may from time to time be determined by the Company.

(b) He / she shall be entitled to vacations of not less than 24 paid leaves per year. The Company at its discretion may change the paid leaves.

(c) He / she shall be entitled to such other perquisites as may be customarily granted by the Company to Employees of similar rank and position.
(d) His / her salary will be reviewed based on the performance in the end of the financial year provided that he has completed a minimum of three months of employment. ("Performance Appraisal").

6. Shift & Working hours

The office of the Company presently works in one regular shift, but the same is likely to work in three shifts in future and the Employee may be called upon to work in any of the shifts depending on the requirements of the Company.

That during the period of his/her employment, the Employee shall be punctual in attendance and diligent in his/her work and the Employee shall devote all his/her working time and the best of his/her abilities, exclusively for the benefit of the Company. The Employee further agrees to obey all orders of and carry out all duties entrusted to his/her from time by his/her Senior Executive. The Employee may be required to work such further hours as may be necessary to fulfill his/her duties or the needs of the business. Whenever possible, Senior Executive will give the Employee reasonable notice of any additional hours.

7. Superannuation

The Employee will retire from the services of the Company on attaining the age of 58 years (last day of the month of his/her fifty-eighth birthday). For this purpose, the date of birth as declared at the time of appointment or as mentioned in passport shall be treated as final.

8. Non-Compete

During the period of his/her employment under this Agreement, the Employee shall not in market, directly or indirectly:

(a) Enter into the employment and/or offer render any services to, any person, firm or corporation engaged in any business who is offering its services to any of the clients of the Company or of any of its subsidiaries or affiliates;
(b) Engage in such business on his/her own account; or
(c) Become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, or any other relationship or capacity;
(d) During his/her term and until a period of One year has elapsed post completion of his/her termination/ acceptance of resignation from employment shall not induce any Employee of the Company to discontinue his/her service with the Company and/or offer such Employee any kind of affiliations that may be equivalent to an offer of employment or agency or partnership or running any kind of business together which is in competition to the business of the Company.
(e) Solicit and/or offer his/her services to any person/entity separately or on behalf of the Company in duration of his/her employment, without prior authorization from the Company.
(f) Solicit and/or existing or prospective clients of the Company the up to a period of 2 years commencing with the acceptance of his/her resignation and/or termination from employment.
(g) It shall be broadly agreed for the purpose of the aforementioned clauses, that a prospective client shall mean to be a person/entity that has consulted or is consulting or is likely to consult with the Company and/or the Company has approached his/her it for the purpose of ascertaining the possibilities of availing the Company's services. The client shall continue to remain a prospective client, even if the Company is unable, at any point in time to provide with the requisite services for which the process of consultation and/or negotiation had ensued between them.

9. <u>Confidentiality</u>

During and after the Employment Period, the Employee will not divulge or appropriate to his/her own use or to the use of others, in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company, or of any of

its subsidiaries, obtained by his/her in any way while he/she was employed by the Company or by any of its subsidiaries. He/she shall during and after his/her term shall not take the confidential information outside the office premises. Any action in contravention of this clause may give the employer a right to terminate the contract and pursue any legal action against the Employee which it may find suitable. This clause shall survive the cessation of his/her employment and shall be effective indefinitely.

10. Intellectual property

(a) The Employee hereby assign to the Company all future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Company. It is agreed that the Employees shall agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause.

(b) The Employee shall hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he/she has or will have in any existing or future works.

(c) The Employee hereby irrevocably appoints the Company to be his/her representative to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause and acknowledge in favor of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

11. Company's Assets

That the Employee hereby agrees and undertakes to safeguard and hold in trust all notes, notebooks, memorandums, papers, drawings, sketches, diagrams, formulas, designs, books, letters, lists, laptops, desk tops, mobiles, sim cards, CDs, DVDs, Diskettes, Pen Drives, Hard Disks, USB Flash Drives, Floppies, other means disk storage or any other form of data storage including those of or pertaining to raw materials, finished products, goods-in-process,

names of suppliers, names of purchasers, or dealers as also price lists of the Company's product or of things in which Company may be dealing in, or may be contemplating to deal in, and all other papers and documents etc. of whatsoever nature and kind that may have come in possession of the Employee while in the Employment of the Company and not to handover the same to any unauthorized person or suffer or permit the same to be handed over to any unauthorized person and the Employee hereby undertakes to handover all such papers or things above said to Senior Executives whenever called upon to do so and the Employee further agrees not to make copies of or to take extracts from any papers, documents, data etc., belonging to Company for any purpose other than those of the employment in the Company and further agrees not to carry any such paper, document or copies of extracts outside the premises of the Company and the Employee further agrees to deliver up all such papers, documents etc., in his/her possession to his/her Senior Executives whenever called upon to do so and also on cessation of his /her employment and it shall not be competent for the Employee in such an eventuality to withhold any papers or documents of whatsoever nature on the ground that they relate to his/her employment directly or indirectly.

12. Reimbursement

The Company will reimburse all reasonable out-of-pocket expenses incurred by the Employee during the operation of his/her day to day duties, subject to prior permission and production, within one month, of written evidence of expenditure, where procurable.

13. Termination

This Agreement may be amended or cancelled by mutual agreement of the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof The Employment Period shall terminate as of the earliest of:

(a) The last day of the month in which the date of the Employee's death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.

(b) For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company or willful and material breach of this Agreement.

(c) In case of termination of the Employee from the Company, the Company shall serve a notice two months in advance of such termination. The Company may terminate the services of the Employee by paying two month's (Basic + D.A.) salary in lieu of notice period.

(d) In case of the Employee voluntarily terminating his/her employment with the Company, he/she shall be required to serve a notice period of two months declaring such voluntary termination to the Company. In case the Employee voluntarily resigns during probation period then the notice period shall be two months.

(e) In case of breach of policy, the Company may terminate his/her services with immediate effect without paying salary in lieu of notice period.

14. Lawful Actions

The Employee agrees that in the event of his/her ceasing to be in the employment of the Company for any reason whatsoever (except as a result of death or permanent disability) and in the event of his/her inability to pay the Company any amount due to the Company, the Company shall have full liberty to take any one or more of the following steps till such amount are paid:

a) Legally restrain the Employee from doing any business similar to the one carried or by the Company either on his/her own or in partnership or otherwise howsoever till all the amounts due to the Company are fully paid.

b) Legally restrain the Employee from taking up a job of whatsoever nature with any person, firm or organization carrying on business/activities similar to that of Company till all the amounts due to the Company are fully paid.

c) Lawfully withhold the issue of release letter/service character certificate of the Employee

d) Lawfully withhold adjust the Employee's emoluments towards salary bonus allowance, leave travel, etc. and the Employee's provident fund due / clearance as may be legally permissible. For the purpose of such recovery/adjustment, the Employee has hereby

given to the Company a lien over his/her dues / contribution as well as gratuity, superannuation or any other benefits available to his/her as Employee of the Company as may be legally permissible.

e) To withhold the issue of letter/service / character certificate and withhold return of the original testimonials (including class 10th , 12th and Diploma/degree marks statement and % of passing certificates, school leaving certificates, certificates from the Employee's past employer if any) of the Employee willingly deposited by the Employee with the Company to show his/her bonafides.

f) Lawfully request the government authorities for cancellation of the Company sponsored visa issued to the Employee consequent to the breach of conditions herein by the Employee; and the Company may lawfully and repeatedly write to/inform the new employer with whom the Employee may have taken up employment in contravention of this agreement; as also others(through advertisement/notices), as also to the business partners/associates of such new employer; and all persons mentioned by the Employee as his/her "References" about the Employee contravening this agreement and committing misconduct, criminal breach of trust/cheating; and about the Company's claim for liquidated damages also action/proceedings against the Employee for criminal breach of trust cheating committed by the Employee;

15. <u>Defaults</u>

Any one of the following shall constitute default on the part of the Employee. The Company shall be the sole judge to decide whether or not a default is committed by Employee:

a) Unauthorized absence by the Employee for a period of 10 days.
b) Negligence on the part of the Employee during the training period and /or service thereafter:
c) Lack of aptitude by the Employee in the training programme or during his/her service with the Company.
d) Unsatisfactory performance on the part of the Employee
e) Refusal to accept overseas assignment/training when required by the Company.

f) Refusal to be transferred/posted temporarily or permanently to any location of the Company/its customer as per the Company's requirements or in the event the Company terminates his/her services pursuant to its rights or in the event the Employee ceases to be in the employment of the Company for any reason whatsoever other than due to death or permanent disability or because of the business requirement.
g) Non-compliance with or refusal of Company's instructions
h) Breach of any of the terms and conditions of this agreement or any other agreement.
i) Breach of any of the terms and conditions of the letter of appointment issued by the Company to the Employee.
j) Breach of any rules, regulations, procedures, service conditions of the Company (hereinafter referred to in this sub clause(j) as "Company Rules") as may be in force from time to time it being clearly understood and agreed to by the Employee that the Employee shall abide by all the Company rules as may be existing from time to time and the Employee shall abide by all amendments, made from time to time, by the Company in its absolute discretion to such Company rules or any of them the Employee specifically undertaking to bind herself by the latest Company rules as may be in force at the relevant time.

16. <u>Notice</u>

Any communication or notice forwarded to the Employee by the Company by post to the last residential address or e-mail address given by the Employee, as per the Company's record shall be deemed to be complete and effective service by the Company of such communication or notice to the Employee. The Employee may send a communication or notice permitted to be given under this agreement if given in writing and sent by registered mail to the Company at its registered office. The period of serving such notice by Employee shall be two months.

17. Non-Assignment

The interests of the Employee under this Agreement are not subject to the claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

18. Successors

This Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.

19. Applicable Law

The provisions of this Agreement shall be construed in accordance with the laws of Union of India.

20. Enforceability

This agreement is applicable and enforceable (a) in the event the Employee resigns from the Company (b) after dispensing with the services of the Employee in the normal course of its business and (c) by due notice as per the terms of his/her employment.

21. Other agreements

The Company may, as per its policy in force from time to time require the Employee to sign additional agreement(s). The Employee hereby agrees to sign such agreement(s) as and when required as per the normal policy of the Company. Any other agreement signed by the Employee with the Company shall also remain effective and be in force and will run concurrently.

KNOWCRAFT ANALYTICS PVT. LTD.

22. Inconsistency

In the event of their being an inconsistency between the terms and conditions of this agreement and the terms and conditions of the letter of appointment or any other agreement signed by the Employee, the decision of the Company shall be final.

23. Severability

It is intended that each clause of this Contract shall be viewed as separate and divisible and in the event that any clause shall be held to be invalid or unenforceable, the remaining clauses shall continue to be in full force and effect.

24. Jurisdiction

This agreement is executed at Ahmedabad, subject to jurisdiction of courts in Ahmedabad. It is specifically clarified and agreed by both the Employee and the Company that in the event of any dispute or claim arising out of any action taken under this agreement, only the criminal /civil courts in Ahmedabad shall have exclusive jurisdiction to entertain the same Consequently the jurisdiction of any court other than of Ahmedabad courts is specifically excluded / barred.

It is further agreed that the Company at its sole discretion refer the matter to an independent arbitrator(s) in the event of any dispute or claim arising out of or any action taken under this agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first hereinabove written.

KNOWCRAFT ANALYTICS PVT. LTD.

SIGNED AND DELIVERED BY THE

Ms. Nikita Goel
Within named Employee

With named
By the hands of its Authorized Signatory
Mr. Pratik A Shah

KNOWCRAFT ANALYTICS PVT. LTD.

ANNEXURE- A		
Statement of Remuneration and Benefits		
Name :	**Nikita Goel**	
Designation:	**Analyst**	
Components of Salary	**Per Month Salary**	**Annualized**
Basic + DA (a)	14,800	177,600
Basket of Allowances (b)	20,424	245,088
Employer's PF Contribution / Special Allowance [1]	1,776	21,312
Conveyance & Canteen Allowance [2]	1,800	21,600
Monthly Net Salary	**38,800**	**465,600**
Other Non Cash Benefits:		
Insurance Benefits	300	3,600
Monthly Gross Salary	**39,100**	**469,200**
Performance Bonus (Maximum of 10% of Annualized (a) plus (b))	**3,522**	**42,269**
Gratuity [3]	**712**	**8,538**
Grand Total [Cost to the Company]	**43,334**	**520,007**

[1] If employee doesn't opt for PF then Employer's contribution towards PF would be paid along with the salary to the employee.
[2] The amount of conveyance and canteen allowance would be provided in lieu of transport and canteen not provided by the Company.
[3] Gratuity payable as per Gratuity Act, 1972.

Dear **SUMEET,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**SUMEET DEY**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Vidisha,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Vidisha Agarwal**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

From: <gauri.mathur@kotak.com>
Date: Fri, Mar 31, 2017 at 2:51 PM
Subject: RE: Campus Recruitment Drive: Kotak Securities
To: akchand@ibsindia.org

Dear Sir,

We are happy to inform you that the following students are selected with Kotak Securities Ltd with a CTC of 6 LPA + 1 Lakh Confirmation Bonus.

1. Sumeet Dey
2. Nikhil Jain
3. Sirisha Nagaraju
4. Pratik Adroja
5. Jyoti Verma
6. Prateek Khurana
7. Debashree Biswal
8. Vidisha Agarwal
9. Shumil Sanchawat
10. Satish Kumar
11. Mahak Choudhary

Thanks and Regards,

Gauri Mathur

Human Resources

Dear **Shririsha,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Shririsha Nagaraju**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Jyoti,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Jyoti Verma**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Mahak,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Mahak Chowdhary**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Nikhil,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Nikhil Jain**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Pratik,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Pratik Adroja**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Sathish,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Sathish kumar**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **Shomil,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Shomil Sanchawat**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

23 March 2017

Yogendra Krishan
97 Vigyan Vihar
Delhi - 110092

Dear Yogendra,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.Global** team.

You shall report initially to **50873 Kaila, Gaurav** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **1 May 2017,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Rupees three lakh fifty seven thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Rupees two lakh ninety two thousand five hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of twenty four weeks (168 days) of which 12 weeks (84 days) can be availed prior to expected date of delivery and 12 weeks (84 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other

information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your

rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **25 March 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avadh
Associate Director

I am pleased to accept the offer contained above.

Yogendra Krishan

Dear **Debashree,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**Debashree Biswal**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

Dear **PRATEEK,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **MT-Management Trainee** grade in our organization.

Your annual compensation in terms of cost to company will be Rupees 6,00,000 only.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **May 15, 2017**.

You are required to submit the following documents before the day of joining

- 10th, 12th and Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo
- Please sign wherever there is signature space, whether you are filling the form or not

Please find your CTC details in the following pages.

The Break-up of your Cost to Company is as below:

Name	**PRATEEK KHURANA**	**CTC**	**600,000**
Designation	Management Trainee	**Grade**	MT
SR NO	**COMPONENTS OF PAY**	**Per Month**	**Per Annum**
A	**MONTHLY ALLOWANCES / REIMBURSEMENTS**		
A.1	Basic	20,000	240,000
A.2	House Rent Allowance	12,000	144,000
A.3	Travel Allowance	1,600	19,200
A.4	Special Allowance	10,305	123,656
A.5	Medical Reimbursement	1,333	16,000
A.6	Interim Bonus	1,400	16,800
A.7	Leave Travel Allowance	-	-
	Sub Total A	46,638	559,656
B	**RETIRALS & BENEFITS**		
B.1	Provident Fund (12% of Basic)	2,400	28,800

B.2	Co's Contribution to ESI (4.75% of monthly Gross)	-	-
B.3	Gratuity	962	11,544
	Sub Total B	3,362	40,344
C	**DEDUCTION**		
C.1	Mediclaim Premium	400	-
C.2	Professional Tax	-	
			-
D	**TOTAL CTC (A + B)**	**50,000**	**600,000**

Note:

- PF amount equal to the company's contribution will be contributed by the employee into his/her PF account.

- Income Tax and Profession Tax will be deducted as applicable.

- In addition to the fixed CTC mentioned above, you will also be eligible for **a one-time bonus of Rs.1,00,000/- (Rupees One lac) upon Confirmation after one year**, subject to the following terms:

1. The amount will be subject to deduction of taxes at source

2. In the event of your leaving the services of the organization within 1 year from the date of payment, the amount will be recovered from you with an interest rate not exceeding 13% p.a.The organization also reserves the right to recover / offset this amount against any dues payable to you

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification**.

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Gauri Mathur
at **917045269184** or **gauri.mathur@kotak.com.**

Looking forward to your joining and a successful career in Kotak Securities. +

Warm Regards,
Deepan Raje
Human Resources

22 March 2017

Prithwish Ghosh
B-171 Chittaranjan Park
Delhi - 110019

Dear Prithwish,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.Global** team.

You shall report initially to **26116 Gupta, Mukta** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **1 May 2017,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Rupees three lakh fifty seven thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Rupees two lakh ninety two thousand five hundred only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of twenty four weeks (168 days) of which 12 weeks (84 days) can be availed prior to expected date of delivery and 12 weeks (84 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other

information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your

rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **24 March 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avadh
Associate Director

I am pleased to accept the offer contained above.

Prithwish Ghosh

27 March 2017

Ruchi Gaur
HNo-359 Sector-21 Pocket -A , Gurugram
Haryana - 122016

Dear Ruchi,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **27474 Verma, Ritesh** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 May 2017,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Rupees Three lakh fifty seven thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Rupees Two lakh ninety two thousand five hundred only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of twenty four weeks (168 days) of which 12 weeks (84 days) can be availed prior to expected date of delivery and 12 weeks (84 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other

information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your

rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **30 March 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Ahvad
Associate Director

I am pleased to accept the offer contained above.

Ruchi Gaur

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: KPMG | Offer Letter

Raj Kishore Nayak <rajkishore@ibsindia.org> Mon, Jun 5, 2017 at 3:16 PM
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ----------
From: **Nath, Priyamvada** <pnath1@kpmg.com>
Date: Thu, Mar 23, 2017 at 9:27 AM
Subject: KPMG | Offer Letter
To: "saumyagoel555@gmail.com" <saumyagoel555@gmail.com>
Cc: "Bawari, Deepika" <deepikabawari@kpmg.com>

Dear Saumya,

We are pleased to offer you a position of Associate **Consultant** in **KPMG Global Services Private Limited**.

You will be part of the **Deal Advisory – Modeling Team** in our **Gurgaon** office. As mutually agreed, your date of joining will be **3rd April 2017.**

Your annual salary inclusive of allowances will total to Rs 6,50,000 (Six Lacs and Fifty Thousand only) .In addition, you will be entitled to a performance bonus as per the Company's compensation policy.

The break-up of your fixed salary will be as follows:

· Fifty Five percent is Basic.

· Twelve percent of basic as employer's contribution towards Provident Fund.

Upon joining you would be required to structure the remaining amount under components as detailed in our staff manual.

This offer is subject to the satisfactory completion of the necessary background verification process which will be conducted. The terms and conditions of your employment will be as stated in the employment contract and staff manual and any subsequent amendments thereof. Please note that all client facing personnel in the Company and their spouse and dependents would be governed by the independence policies of the Company including certain restrictions on their investments. Please see the attached FAQ's to help you understand the independence requirements.

Please note that this offer is valid till ***24th March* 2017**, unless extended in writing by us. You are requested to confirm acceptance of this offer by the date mentioned above. Should we not receive a confirmation from you by the above mentioned date, the offer will automatically stand withdrawn. On your accepting the offer, a detailed employment contract will be drawn.

Should you have any questions, please feel free to connect with me on 9999179543.

We would like to take this opportunity of welcoming you and wishing you success in your career with us.

Thanks.

Warm Regards,

Priya Nath

Manager | Human Resources

kpmg

DLF (Epitome)

Building No. 05, 9th Floor, Tower C

DLF Cyber City, DLF Phase II.

Gurgaon - 122002

Email : pnath1@kpmg.com

KPMG (in India) allows reasonable personal use of the e-mail system. Views and opinions expressed in these communications do not necessarily represent those of KPMG (in India).

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KPMG, an Indian partnership and a member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity that serves as a coordinating entity for a network of independent firms operating under the KPMG name. KPMG International Cooperative ("KPMG International") provides no services to clients. Each member firm of KPMG International Cooperative ("KPMG International") is a legally distinct and separate entity and each describes itself as such.
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Independence Risk FAQ.PDF
192K

MARUTI SUZUKI
Way of Life!

No.: MSILG/TAQ/MBA/458113 20-Apr-2017

ANANT MANTRI
ICFAI Business School - Hyderabad

Dear ANANT

Congratulations and Welcome to Maruti Suzuki family!

This has reference to the selection process conducted at your campus; we are pleased to offer you an appointment on the terms and conditions mentioned in Annexure –I to this letter.

Designation: Assistant Manager

You are requested to report for joining at **Maruti Suzuki India Limited, Gurgaon Plant**
Date: 11-May-2017
Time: 0900 hrs.

In case you need any clarification on the subject, you may contact the undersigned or my colleague at Akash.Gupta@maruti.co.in.

We look forward to have you with us in Team Maruti Suzuki.

Best Wishes

PV Krishna
General Manager - HR
Email Id: krishnapv@maruti.co.in

MARUTI SUZUKI
Way of Life!

ANNEXURE - I

TERMS & CONDITIONS OF OFFER OF APPOINTMENT IN MSIL IN RESPECT OF
ANANT MANTRI

01. Your remuneration package during the training period in MSIL on joining is as indicated in Annexure-II (To be shared separately).

02. This offer is subject to your being found medically fit as per MSIL norms. Candidates having any medical problem including color-blindness will be treated as UNFIT and they will not be allowed to join duty in MSIL.

    You are accordingly required to go for pathological/medical tests at any of the Medical Institutions as indicated in the List of medical centers and present yourself before CMO, MSIL for medical examination along with:
    i. All reports of pathological/medical tests
    ii. A passport size color photograph
    iii. Your appointment letter

03. You will be on probation for a period of twelve months from the date of your joining and this period may be extended to such further period or periods as may be considered necessary by the company. You will not be deemed as confirmed in this post unless you are intimated to that effect in writing by the company.

04. Your confirmation in appointment will be subject to your satisfactory performance on your job.

05. During the period of probation your services are liable to be terminated without assigning any reason whatsoever, by giving you one month notice or one month pay in lieu thereof.

06. In case of your resignation from the services of the company during the period of your probation, you will be required to give one month notice or pay in lieu thereof or for the period falling short of the prescribed notice period.

07. The company, however, reserves the right not to accept an employee's resignation if the circumstances so warrant i.e. if any disciplinary proceedings are pending or a decision has been taken by the competent authority to issue a charge sheet to him/her.

08. On confirmation, your services are liable to be terminated by giving three months' notice by either party or pay in lieu of such notice or in case of shorter notice, same for the period falling short of the prescribed three months period.

(Signature of Candidate)

09. On attaining the age 58 years you shall be retired from the services and you shall have no claim to be continued in the services of the company thereafter.

10. You will be governed by provisions of **'Code of Business Conduct & Ethics'**, applicable rules & regulations and all other standing instructions of the company which are now in force and which will be framed in future for employees of your category. Your acceptance of this appointment offer carries with it your agreement to abide by all such Rules, Regulations, Orders, etc.

11. You will be liable to be transferred depending upon the exigencies of workload, business development, changes in production pattern etc., from one work-station, shop, section, department or job to another or to a future unit/ establishment of the Company anywhere in India or abroad where the company may have any business and in such an event be governed by the terms and conditions of services applicable at that department, section, unit/ establishment subject to the condition that your pay and grade are not adversely affected.

12. In consideration of remuneration paid to you by Maruti Suzuki India Limited, you shall assign to the company or its assignees every right, title and interest in and to any invention that you may make during or as a result of your employment, relating to company's products and methods of manufacture. You shall also observe and perform and do all necessary to secure to the company or its successors, to such invention and improvements including patents in foreign countries.

13. You shall not divulge or pass on any information, knowledge etc. which may come into your possession during your service in the company connected with the business of the company to any outside person, company or agency without the prior written consent of the company.

14. The terms and conditions confirmed herein above will continue to apply to the appointee, if during his/her tenure of service in the company, he/she is appointed to another post and/or any other scale of pay by order under the company.

15. If any declaration given or information furnished by you in connection with your employment either at the time or before seeking employment or later at any stage in the Company, proves to be false or if you are found to have willfully suppressed or withheld any material information, you will be liable to removal from service forthwith, without notice or such other actions as the Company may deem necessary.

16. In case you are employed in a Govt./ Public Sector Undertaking you shall join this post with no lien whatsoever in the previous post/ organization.

17. For your travel undertaken for joining the services of our Company, you will be reimbursed only inland expenses for self and family consisting of dependent spouse and children as per MSIL rules.

(Signature of Candidate)

18. Please maintain strict confidentiality of your salary and all other benefits. Any disclosure of your salary and benefits by you to any one without the permission of the competent authority will be viewed very seriously by the company.

19. Future revision of your salary and benefits and annual increases will be decided based on your performance.

20. At the time of joining, you are required to submit the following documents in original along with an attested photocopy of each. The originals will be returned to you after verification:
    i. Documents/Certificates in support of all your claims as to your Educational/professional qualifications, Experience, Salary particulars, Age/Date of birth and your claim of being a SC/ST etc., if any.SC/ST certificate, previous experience, if any, etc.
    ii. Relieving certificate from your immediate past employer (if any)
    iii. Ten copies of your recent passport size color photographs.
    iv. A medical fitness certificate as stated above

PV Krishna
General Manager
Talent Acquisition

(Signature of Candidate)

MARUTI SUZUKI
Way of Life!

Private and Confidential

Name : Mr. Anant Mantri
Designation : AM
College : ICFAI Business School - Hyderabad

Annual Total Remuneration w.e.f. 11-May-2017			
Sno	**HEAD DESCRIPTION**	**Monthly (Rs.)**	**Annual (Rs.)**
1	Basic Pay	22,700	272,400
2	Flexi Pay	40,051	480,616
3	Retirals	3,915	46,984
Annual Total Remuneration		**66,667**	**800,000**

Flexi Pay Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Housing (HRA / Lease)	11,350	136,200
Uniform Maintenance	2,000	24,000
Medical Domicillary	1,250	15,000
LTA (One Month Basic Pay)	1,892	22,700
Children Edu. Allowance	200	2,400
Conveyance Reimbursement	2,000	24,000
Balance Flexi Pay	21,360	256,316
Total	**40,051**	**480,616**

Retiral Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Provident Fund**	2,724	32,688
Gratuity#	1,091	13,096
Superannuation Fund	100	1,200
Total	**3,915**	**46,984**

** PF Contribution is payable only on Basic Pay @ 12%.

The actual Gratuity Payment will be determined as per Company Policy.

27 March 2017

Prateek Nayyar
Lajwanti House, Kashmiri Lane
Maharashtra - 440017

Dear Prateek,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **27474 Verma, Ritesh** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **1 May 2017,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Rupees Three lakh fifty seven thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Rupees Two lakh ninety two thousand five hundred only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of twenty four weeks (168 days) of which 12 weeks (84 days) can be availed prior to expected date of delivery and 12 weeks (84 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other

information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your

rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **1 May 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Ahvad
Associate Director

I am pleased to accept the offer contained above.

Prateek Nayyar

Living Talents Private Limited

A285,
Defence Colony,
New Delhi -110024

May 20, 2017

Ms.Alisha Bragta,

Subject: Offer of Employment

Dear Alisha,

On behalf of **Living Talents Private Limited** (the "Employer" or "Company"), I am pleased to Confirm our offer of employment to you as **'Executive Manager'** based in Delhi.
We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favourable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 23, 2017**.

Your immediate manager will communicate details of your role and work responsibilities in the initial week of your joining the Employer. As part of your annual compensation, you will receive a Total Salary of **Rs 3,60,000** /- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity will vary as per the profits made by the company and management has full discretion in making any decision for declaration of bonus and sharing the profits based on the business and individual performance each fiscal year. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits as are generally accorded to the employees of the Employer, subject to the applicable policies and practices of the Employer.
Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time.

Accordingly, this offer is conditional upon you agreeing to make Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May23, 2017**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexure described herein, constitutes the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous

or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

This letter and **Living Talents Private Limited** employment application are intended to be final.

To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

_____ _____

Signature Date

Alisha, everyone you have interviewed with joins me in extending to you congratulations and warm regards.

We look forward to you joining our team. If you wish to discuss any detail of this offer, please feel free to contact us.

Sincerely,

For Living Talents Private Limited

Best regards,

Anjali Singh
Authorized Signatory

Ms.Alisha Bragta

Acceptance

I, **Alisha Bragta**, hereby accept the terms and conditions of this employment offer. I will furnish all the documents for your records or shall be provided to the employer on the mutually agreed upon start date.

- Passport Copy
- Copy of the PAN Card
- Three color passport photographs (Self)

Please sign and date your Acceptance

_____ _____

Signature Date

Annexure A

Ms.Alisha Bragta **'Executive Manager'**

Description	**Monthly** (Rs. per month)
Basic Pay	**15,000**
House Rent Allowance (HRA)	**8,000**
Conveyance	**1,600**
Medical Allowance	**1,250**
Other Allowance	**4,150**
Total Salary (Rs.)	**30,000**

Variable Bonus* You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the basis of your performance and performance of the business as per the discretion of Management.

Annexure B

In consideration of my employment by **Living Talents Private Limited**, an Employer Incorporated under the provisions of the Companies Act, 1956 and having its registered office at A285, Defence Colony, New Delhi -110024 as **Executive Manager** and other valuable consideration, I acknowledge and agree that:

PROTECTION OF OUR BUSINESS

Confidentiality: I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside, without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of *Living Talents Private Limited*

Third Party Information and Property: I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*.

Competing Activities and Conflict of Interest: During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with *Living Talents Private Limited*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of *Living Talents Private Limited*, or otherwise create a conflict, or the appearance of a conflict, of interest with *Living Talents Private Limited*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Living Talents Private Limited*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Living Talents Private Limited*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

Post-*Employment* Restriction: Clients. I acknowledge that, because of the nature of my work for *Living Talents Private Limited*, my solicitation or serving of certain clients related to my work for *Living Talents Private Limited* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Living Talents Private Limited*, Accordingly, for a period of one year following the termination of my *Employment* for any reason, I will not, directly or indirectly, solicit or provide services to any client or prospective client of a *Living Talents Private Limited* to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my *Employment*.

Future Employment with Clients: Except as otherwise provided herein, I understand that I am prohibited from accepting employment with a client (or an affiliate of such client) of *Living Talents Private Limited*.

Post-*Employment* Restrictions re: Upon termination of my *Employment*: (a) I will not use or disclose *Living Talents Private Limited*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Living Talents Private Limited Property*; (c) I will immediately deliver to *Living Talents Private Limited* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by *Living Talents Private Limited*, any
Property that I may then or thereafter hold or control; and (d) I agree to allow a *Living Talents Private Limited* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any Living Talents *Property* resides on such computers and to permit *Living Talents Private Limited* to remove such property. (e) I will not enter or be a part of any organization following same business.

PROBATION PERIOD

We may terminate your employment in our sole discretion without any cause by providing you a written notice or pay in lieu of notice that compiles with the Employment Act, 2000 ("ESA"). Therefore your employment will cease from that time.

NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is 60 Days by either side and/or salary in lieu of notice period on part of the Employer only.
The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

MISCONDUCT

Misconduct may include but is not limited to:
- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer
- Knowingly providing false statements, either verbally or in written form
- Neglect of normal duties and functions
- Wilful insubordination or disobedience, whether or not in combination with another of any lawful and reasonable instructions of any member of management or any authorised person
- Engaging in any illegal activities

- Workplace violence, including threats of physical violence
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Living Talent Private Limited* sponsored event.
- Corruption, fraud, or misappropriation of funds
- Failure to comply with the policies, guidelines, rules and regulations of the Employer
- Excessive personal use of the Employer's telephone, fax or computer systems
- Failure to adhere to applicable laws
- Any act prejudicial to or in conflict with the interests of the Employer

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs). The above rules are subject to amendments from time to time.

The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications. Effective as of May 20, 2017, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

_____ _____

Signature **Date**

Dear Alisha Bragta,

On behalf of Living Talent Private Limited, please accept our congratulations on your recent offer of employment to join the Company as Executive Manager pursuant to the terms and conditions of your offer letter dated May 20, 2017. You made a very favourable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel nationally.

We all look forward to seeing you again soon and having you joins our team of outstanding professionals.

Sincerely,

Human Resources Department

Living Talents Pvt. Ltd.
A 285, Defence Colony,
New Delhi - 110024, India
CIN - U74999DL2017PTC315816

Contacts:
Phone No: 1800 30000 2614
Email: *support@livingtalent.org*
Website - www.livingtalent.org

Laugh Out Loud Ventures Pvt. Ltd.

A-704, Winsway Complex, Old Police Lane
Andheri (E), Mumbai - 69

OFFER OF EMPLOYMENT

1 Apr 2017

Karan Guttula

Dear Karan:
This is to offer you a full time position as Marketing Manager with Laugh Out Loud Ventures, starting 10 Apr 2017. You will lead a team of full time and part time professionals, who promote our products in various ways. Training (part time) will be held before 10 April 2017.

Pay Structure

Base salary: Rs. 25000 per month
Bonus (payable at the end of every 31 day period from your start date, in addition to base salary) is according to this scheme:

Revenue received from all sales / marketing activities of the team reporting to you	Bonus amount
Rs. 1.5 Lakh - Rs. 1.99 Lakh	Rs. 5000
Rs. 2 Lakh - Rs. 2.49 Lakh	Rs. 10000
Rs. 2.5 Lakh - Rs. 2.99 Lakh	Rs. 15000
Rs. 3 Lakh - Rs. 3.49 Lakh	Rs. 20000
Rs. 3.5 Lakh and above	Rs. 25000

All the very best, and congratulations!
Laugh Out Loud Ventures Pvt. Ltd.

(Vaibhav Devanathan; Director)

Private and Confidential

MPS/HR/25021714 16th Feb 2017

To:
Mr. Shuchi Murarka,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 5,00,000 (Five lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on his free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units

of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 11 **days from 27th March 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of 6 months. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You

furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 27th Feb' 2017.

Signature with date :
Full Name : Shuchi Murarka
Place : Hyderabad

Private & Confidential

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE - A		
Name	Shuchi Murarka	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	33,333	400,000
Basic Salary	13,333	160,000
House Rent Allowance	5,333	64,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	-	-
Provident Fund	1,815	21,776
Special Allowance	8,802	105,624
MBO		100,000
Total Cost To Company		**500,000**

Private and Confidential

16th Feb 2017

To

Shuchi Murarka,

Congratulations!

This has reference to your offer letter No MPS/HR/25021714, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

LG

LG Electronics India Pvt. Ltd.
Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida - 201306 (U.P.) India
T: 91-120-7180100 F: 91-120-7180690/91 Website: www.lge.com

Ref.: HR/APT/EXE/2017 **Date: 08-Jun-2017**

U00129

EDAVELLY SHUSHRUTHREDDY
1-9-1194/3, SAHAKARA NAGAR,
HUNTER ROAD, HANAMKONDA,
WARANGAL, 506001,

Dear Mr. EDAVELLY,

We are pleased to appoint you in our Management team as **Sr.Executive I (Sales Admn.)** at **GREATER NOIDA** in our company as per the following terms and conditions.

1. Your Basic salary will be Rs.**26,000**/- per month.

1.1. Annual increments and promotions will be made on the basis of merit in accordance with the guidelines of the company from time to time.

1.2 The company can award incentive to employees according to its policy. The payment of incentive is aligned with the performance of the company and each employee based on the KPI achievement.

2. In addition to your basic salary, you will be entitled to the perquisites listed in Annexure -I.

2.1. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company.

3. Your appointment takes effect from **01-June-2017**.You will be on probation for a period of six months from the date of your joining. You will be confirmed in your appointment in writing on successful completion of the said probationary period.If no confirmation is made at the end of the said probationary perio it will be deemed to have been extended until the company confirms you in writing

3.1. Your services with the company may be terminated during the probationary period by either party giving one month's notice to the other in writing or basic salary in lieu of notice.

3.2. After confirmation in the company's services, your services may be terminated by either party giving two month's notice to the other in writing, or salary in lieu of notice except as mentioned in sub clause 3.3.

3.3. In case the employee is in breach of any of the terms of service especially Clause 7, and 8 herein below or is involved in gross misconduct, inefficiency, non achievement of assigned KPI's, dereliction of duty, misrepresentation, fraud, unauthorised absence, or any other reason directly or indirectly affecting the business of the Company then the company reserves its right to terminate the service with immediate effect without giving any notice or salary in lieu thereof.

3.4. In case the employee resigns in terms of para 3.1 or para 3.2 herein above, after giving notice or otherwise then the Company reserves its right to utilize his services during the notice period.In case the Company decides otherwise then the Company may accept the resignation forthwith and discharge immediately without paying any salary in lieu of the balance notice period and hence the Company shall not be under obligation to pay salary for the notice period under para 3.1 and or para 3.2 above.

LG

LG Electronics India Pvt. Ltd.
Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida - 201306 (U.P.) India
T: 91-120-7180100 F: 91-120-7180690/91 Website: www.lge.com

4. In case notice pay (salary in lieu of notice) is payable by either party, under points 3.1 or 3.2, the notice pay shall mean the basic salary only.

5. Although your initial posting will be at **GREATER NOIDA**, you may be transferred to other locations anywhere in India at the discretion of the company, depending upon the exigencies of business. In such transfers you will be governed by the perquisites, allowances, rules and regulations and such other conditions of employment as applicable at the place of transfer.

5.1 Your Role & Responsibilities for current position are annexed herewith for you to read & understand the job. However your R&R may change as per requirement of the company.

6. You are expected to promote and expand the business of the Company and not directly or indirectly and either solely or jointly be engaged in any service or other business or profession whether during or after the hours of employment without written sanction from the company.

7. In the course of employment with the Company, by virtue of the position held by you, you may acquire knowledge regarding the Company's secret processes, methods of manufacture, business practices etc. Such secret knowledge, however obtained by you, shall not be disclosed or allowed to be disclosed to other parties in the interest of the Company's business. Therefore, you shall not, at any time during the term of service with the company or thereafter,make available or accessible such secret knowledge to any other party,directly or indirectly.

8. During your services with the company, you will be governed by the rules and regulations in respect to conduct and discipline, retirement and other matters as may be framed by the company from time to time.

9. You are expected to be always alive to the responsibilities and duties attached to your appointment in the "Management Cadre" and should conduct yourself accordingly.

10. Your continuance in service with the Company is subject to your remaining physically and mentally fit.You will submit yourself to medical examination as per the direction of the Management.

Any variation of the above terms and conditions will not be valid unless expressively made in writing.

Please sign and return the duplicate copy of this letter of Appointment (initialling each page, including Annexure - 1) in token of your having accepted the above terms and conditions.

Thanking you,

Yours Faithfully,
For **LG Electronics India Pvt Limited,**

UMESH KUMAR DHAL
DIRECTOR - HR & MS

Encl.: As above

LG

LG Electronics India Pvt. Ltd.
Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida - 201306 (U.P) India
T: 91-120-7180100 F: 91-120-7180690/91 Website: www.lge.com

SALARY STRUCTURE W.E.F 01/06/2017

EDAVELLY SHUSHRUTHREDDY (U00129)
Sr.Executive I
(TEAM MEMBER - Sales Admn.)

S No.	COMPONENTS	Monthly	Yearly
1	BASIC	26000	312000
2	Housing Maintenance Allowance	3800	45600
3	LTA		10000
4	Reimbursement of Medical expenses	1250	15000
5	HRA/Co.leased accommodation	13000	156000
6	Professional Pursuit Allowance	3500	42000
7	Family Maintenance Allw.	2247	26964
8	Diwali Bonus (240% of Basic) (on Prorata basis)		62400
9	Company Contribution to Provident Fund	3120	37440
10	Gratuity (Provision)		15000
	TOTAL PER ANNUM	**52917**	**722404**

VED PARKASH
MANAGER - HR

Private and Confidential

MPS/HR/25021708 12th Feb 2017

To:
Mr. Soumya Johri,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 6,00,000 (Six lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on his free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units

of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 13 **days, from 25th Feb 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of **6 months**. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You

furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 25th Feb' 2017.

Signature with date :
Full Name : Soumya Johri
Place : Hyderabad

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE – A		
Name	Soumya Johri	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	41,667	500,000
Basic Salary	16,667	200,000
House Rent Allowance	6,667	80,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	1,800	21,600
Provident Fund	2,042	24,498
Special Allowance	10,442	125,302
MBO		100,000
Total Cost To Company		**600,000**

Private and Confidential

12th Feb 2017

To

Soumya Johri,

Congratulations!

This has reference to your offer letter No MPS/HR/25021708, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Mahindra & Mahindra
Financial Services Ltd.
Mahindra Towers, 4th Floor,
Dr. G. M. Bhosale Marg, Worli,
Mumbai 400 018 India

Tel: +91 22 66526000
Fax: +91 22 2498170/71

Ref: MMFSL/**Feb-2017**/MT/HRD/**C2017026420**

Date: **February 18, 2017**

Mr. Ramya Bathula

F No: 502, Block B,

KSR Comploes Seethamadhara

Vishakapatnam,530013

Dear Mr. Ramya Bathula,

SUB : Offer Letter

We refer to your application and subsequent interviews for the **MANAGEMENT TRAINEE-RETAIL ENTERPRISES** position in our Company.

Further to the interview, we are pleased to offer you employment as an **"Management Trainee - RETAIL ENTERPRISES"** in Grade – **L8O** at our Office Location.

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our - **VIJAYAWADA** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	1600
Medical Reimbursement	750
Personal Allowance	9766
Monthly Gross	30116
Annual Gross	**361392**
Annual Benefits	
Provident Fund	17280
Gratuity	6924
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay *	80000
Retention Bonus **	**120000**
Total Annual CTC	**600000**

KV

Mahindra FINANCE

*****Note: Performance Pay is paid after 6 months, post confirmation and successful completion of the Project.

Retention Bonus - At the end of 1st year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S' and above in the appraisal.

At the end of the 2nd year an amount of Rs. 1,20,000/- would be paid and the same would be merged with the current CTC of the Management Trainee thereafter, provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

****** Allowance as per policies currently in force and subject to change based on individual and company's performance

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs**.

A detailed appointment letter will be issued to you after your joining the Company.
We would appreciate if you can kindly join us on or before **June 16, 2017**
Please sign the duplicate copy of this letter as token of acceptance of the above offer.
The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

KV

AUTHORISED SIGNATORY

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer From LimeTray

Mohul Raj Singh <mohul.singh@limetray.com> Wed, Mar 29, 2017 at 5:35 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith

On an average, this position earns somewhere between 15-18K monthly as a part of monthly incentives. We dont quantify this in CTC as the figure is uncapped and can go to any amount.

Thanks & Regards,

Mohul Raj Singh
Human Resources|LimeTray
Phone: +91-8800978993

LIMETRAY
RESTAURANTS REIMAGINED

Know more about us at : http://limetray.com/
Read our blog: medium.com/limetrayculture

On Wed, Mar 29, 2017 at 5:33 PM, Rajith Sukhavasi <rajiths@ibsindia.org> wrote:

> Hi Mohul,
>
> Can you send the amount of incentives and variables he can earn on a average at his position. Kindly send it for Divyanshu and Swapnil. Looking for your reply.
>
> On 29-Mar-2017 2:21 PM, "Mohul Raj Singh" <mohul.singh@limetray.com> wrote:
>
>> Dear Swapnil,
>>
>> We are delighted to extend an offer on behalf of Team LimeTray. We are excited to have you on board!
>>
>> Please fill out the pre joining details form and submit it before your joining . You need to send your acceptance within a day of receipt of the letter.
>>
>> **Note**: *This offer letter is valid for two days from the date of this letter. LimeTray at its sole discretion may revoke or extend this letter after its expiry.*
>>
>> Thanks & Regards,
>> Thanks & Regards,

Mohul Raj Singh
Human Resources|LimeTray
Phone: +91-8800978993

Know more about us at : http://limetray.com/
Read our blog: medium.com/limetrayculture

LIMETRAY

14 March, 2017

Dear Divyanshu Rehani,

Congratulations! We are pleased to extend you an offer of employment as a "**Sales Manager"** with LimeTray (Alchemy Web Pvt. Ltd.), based in **Hyderabad**. All those who spoke with you felt that you would make an excellent contribution to the company.

Your position will carry a compensation value of **INR 4 LPA + 3000 Monthly Travel Allowance + Monthly Uncapped Incentives + Quarterly Performance Gifts** which is inclusive of statutory and other LimeTray benefits and tax to be deducted at source. You will appreciate that your compensation package is unique and exclusive for you, and should be kept confidential.

We are all extremely impressed with you and are sure that you will be very successful at LimeTray. You are expected to join LimeTray on or before **22 March,17**. Your reporting time is 10 am.

On your joining date, please submit all the documents mentioned in the attached List of Documents. Your appointment with LimeTray will be effective only after you produce all relevant documents in this list. All terms and conditions of your employment will be in accordance with the LimeTray Policy Manual and the Employment and Confidentiality Agreement.

You will be issued a formal letter of Appointment within 15 days of your date of joining.

We are certain that you will find a career with LimeTray to be both challenging and rewarding. We look forward to you becoming a member of our team.

Yours sincerely,

Akhilesh

AKhilesh Bali

Founder

LimeTray

Mahindra & Mahindra
Financial Services Ltd.
Mahindra Towers, 4th Floor,
Dr. G. M. Bhosale Marg, Worli,
Mumbai 400 018 India

Tel: +91 22 66526000
Fax: +91 22 2498170/71

Ref: MMFSL/**Feb-2017**/MT/HRD/**C2017026415**

Date: **February 18, 2017**

Mr. Nara Lokesh

H No: 50-79-2,

Seethamapeta, Ganesh nagar

Visakhapatnam,530001

Dear Mr. Nara Lokesh,

SUB : Offer Letter

We refer to your application and subsequent interviews for the **MANAGEMENT TRAINEE-RETAIL ENTERPRISES** position in our Company.

Further to the interview, we are pleased to offer you employment as an **"Management Trainee - RETAIL ENTERPRISES"** in Grade – **L8O** at our Office Location.

You will be on Probation for a period of SIX months. During this period you will be entitled to the following:

1. Leave as per leave policy of the company.
2. You will be placed at our - **HYDERABAD** and report to the concerned Manager
3. The Management shall have the right to transfer your service and you will have to work as per the instructions / directions of the Management of the company in any of its divisions / branches / offices situated in India.

During this period, you will be entitled to the following:

Components	Amount (in INR)
Basic	12000
HRA	6000
Conveyance Allowance	1600
Medical Reimbursement	750
Personal Allowance	9766
Monthly Gross	30116
Annual Gross	**361392**
Annual Benefits	
Provident Fund	17280
Gratuity	6924
Superannuation	14400
Gross Fixed Annual CTC	**400000**
Performance Pay *	80000
Retention Bonus **	**120000**
Total Annual CTC	**600000**

Mahindra FINANCE

*****Note: Performance Pay is paid after 6 months, post confirmation and successful completion of the Project.

Retention Bonus - At the end of 1st year a one time 'Retention Bonus' of Rs. 1,20,000/- would be paid to the Management Trainee provided he / she is rated at 'S' and above in the appraisal.

At the end of the 2nd year an amount of Rs. 1,20,000/- would be paid and the same would be merged with the current CTC of the Management Trainee thereafter, provided he / she is rated at 'S+' or 'ES' in the appraisal. The total CTC would be further divided into the 80 : 20 ratio of fixed : variable.

****** Allowance as per policies currently in force and subject to change based on individual and company's performance

1. Cover of personal accident insurance against death and disablement resulting from accidents to a maximum amount of **Rs. 10 lakhs** subject to satisfactory compliance of rules of insurance company in this regard. This will be effective from the date of payment of premium against this policy.

2. The Employee, spouse, children and two dependents will be covered under Group Mediclaim policy to a maximum amount of **Rs. 3 lakhs**.

A detailed appointment letter will be issued to you after your joining the Company.
We would appreciate if you can kindly join us on or before **June 16, 2017**
Please sign the duplicate copy of this letter as token of acceptance of the above offer.
The above offer of appointment is subject to submission & verification of following documents:

- Copies of your testimonials.
- Reference letters – 2 Nos
- Reference Check
- Passport Size Photographs – 3 Nos
- Relieving letter from Previous / last Employer.
- Medical Fitness Certificate
- Date of Birth Certificate
- Salary Certificate
- Address Proof

FOR MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.

Sp

AUTHORISED SIGNATORY

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Letter of employment

6 messages

Shubham Sachdeva <shubham.sachdeva@livingtalent.org> Wed, May 31, 2017 at 10:01 AM
To: sanchaygupta <sanchay.gupta@livingtalent.org>, sanchaybasch <sanchay.basch@gmail.com>
Cc: chalapathirao <chalapathirao@ibsindia.org>, "Anjali Singh (Anjali)" <anjali@livingtalent.org>

Hi Sanchay,

We all join together to extend our heart felt congratulations to you on joining our team. Please see attached offer letter for details of your employment.

Welcome Abode!!

Regards,
Shubham Sachdeva
CFO,
LiViNG TALENT
7906621707

Sanchay_ Offer letter _LH.docx
516K

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org> Wed, May 31, 2017 at 12:11 PM
To: Shubham Sachdeva <shubham.sachdeva@livingtalent.org>
Cc: "Anjali Singh (Anjali)" <anjali@livingtalent.org>

Dear Ms.Shubham,

Good Morning !!

Hope our students have joined Living Talent by now and are undergoing Training sessions.

Thank you for sharing the offer Letter of Mr.Sanchay, and We haven't received Ms.Anisha Bragta's offer letter.

With best wishes,

U V Chalapathirao,
Corporate Relations
M-7731925599 / D-040-23479705
Email:Chalapathirao@ibsindia.org
==========

The ICFAI Foundation for Higher Education,

(Declared as Deemed-to-be-University u/s 3 of the UGC Act 1956)

Survey No. 156/157

---------- Forwarded message ----------
From: **Shubham Sachdeva** <shubham.sachdeva@livingtalent.org>
Date: Tue, May 16, 2017 at 3:29 PM
Subject: Re: Jd for marketing profile
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>
Cc: "Anjali Singh (Anjali)" <anjali@livingtalent.org>

Dear Sir,

We are pleased to inform that following students are selected.

- Anisha Bragta
- Sanchay Gupta

We will communicate shortly the details about orientation.

Congrats and welcome aboard!!

Regards,
Shubham Sachdeva
CFO,
LiViNG TALENT
7906621707

Living Talents Private Limited

A285,
Defence Colony,
New Delhi -110024

May 20, 2017

Mr. Sanchay Gupta,

Subject: Offer of Employment

Dear Sanchay,

On behalf of **Living Talents Private Limited** (the "Employer" or "Company"), I am pleased to Confirm our offer of employment to you as **'Executive Manager'** based in Delhi.
We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favourable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 23, 2017**.

Your immediate manager will communicate details of your role and work responsibilities in the initial week of your joining the Employer. As part of your annual compensation, you will receive a Total Salary of **Rs 3,60,000** /- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity will vary as per the profits made by the company and management has full discretion in making any decision for declaration of bonus and sharing the profits based on the business and individual performance each fiscal year. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits as are generally accorded to the employees of the Employer, subject to the applicable policies and practices of the Employer.
Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time.

Accordingly, this offer is conditional upon you agreeing to make Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May23, 2017**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexure described herein, constitutes the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous

or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

This letter and **Living Talents Private Limited** employment application are intended to be final.

To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

_____ _____

Signature Date

Sanchay, everyone you have interviewed with joins me in extending to you congratulations and warm regards.

We look forward to you joining our team. If you wish to discuss any detail of this offer, please feel free to contact us.

Sincerely,

For Living Talents Private Limited

Best regards,

Anjali Singh
Authorized Signatory

Mr Sanchay Gupta

Acceptance

I, **Sanchay Gupta**, hereby accept the terms and conditions of this employment offer. I will furnish all the documents for your records or shall be provided to the employer on the mutually agreed upon start date.

- Passport Copy
- Copy of the PAN Card
- Three color passport photographs (Self)

Please sign and date your Acceptance

_____ _____

Signature Date

Annexure A

Mr. Sanchay Gupta **'Executive Manager'**

Description	**Monthly** (Rs. per month)
Basic Pay	**15,000**
House Rent Allowance (HRA)	**8,000**
Conveyance	**1,600**
Medical Allowance	**1,250**
Other Allowance	**4,150**
Total Salary (Rs.)	**30,000**

Variable Bonus* You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the basis of your performance and performance of the business as per the discretion of Management.

Annexure B

In consideration of my employment by **Living Talents Private Limited**, an Employer Incorporated under the provisions of the Companies Act, 1956 and having its registered office at A285, Defence Colony, New Delhi -110024 as **Executive Manager** and other valuable consideration, I acknowledge and agree that:

PROTECTION OF OUR BUSINESS

Confidentiality: I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside, without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of *Living Talents Private Limited*

Third Party Information and Property: I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*.

Competing Activities and Conflict of Interest: During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with *Living Talents Private Limited*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of *Living Talents Private Limited*, or otherwise create a conflict, or the appearance of a conflict, of interest with *Living Talents Private Limited*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Living Talents Private Limited*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Living Talents Private Limited*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

Post-*Employment* Restriction: Clients. I acknowledge that, because of the nature of my work for *Living Talents Private Limited*, my solicitation or serving of certain clients related to my work for *Living Talents Private Limited* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Living Talents Private Limited*, Accordingly, for a period of one year following the termination of my *Employment* for any reason, I will not, directly or indirectly, solicit or provide services to any client or prospective client of a *Living Talents Private Limited* to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my *Employment*.

Future Employment with Clients: Except as otherwise provided herein, I understand that I am prohibited from accepting employment with a client (or an affiliate of such client) of *Living Talents Private Limited*.

Post-*Employment* Restrictions re: Upon termination of my *Employment*: (a) I will not use or disclose *Living Talents Private Limited*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Living Talents Private Limited Property*; (c) I will immediately deliver to *Living Talents Private Limited* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by *Living Talents Private Limited*, any
Property that I may then or thereafter hold or control; and (d) I agree to allow a *Living Talents Private Limited* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any Living Talents *Property* resides on such computers and to permit *Living Talents Private Limited* to remove such property. (e) I will not enter or be a part of any organization following same business.

PROBATION PERIOD

We may terminate your employment in our sole discretion without any cause by providing you a written notice or pay in lieu of notice that compiles with the Employment Act, 2000 ("ESA"). Therefore your employment will cease from that time.

NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is 60 Days by either side and/or salary in lieu of notice period on part of the Employer only.
The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

MISCONDUCT

Misconduct may include but is not limited to:
- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer
- Knowingly providing false statements, either verbally or in written form
- Neglect of normal duties and functions
- Wilful insubordination or disobedience, whether or not in combination with another of any lawful and reasonable instructions of any member of management or any authorised person
- Engaging in any illegal activities

- Workplace violence, including threats of physical violence
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Living Talent Private Limited* sponsored event.
- Corruption, fraud, or misappropriation of funds
- Failure to comply with the policies, guidelines, rules and regulations of the Employer
- Excessive personal use of the Employer's telephone, fax or computer systems
- Failure to adhere to applicable laws
- Any act prejudicial to or in conflict with the interests of the Employer

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs). The above rules are subject to amendments from time to time.

The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications. Effective as of May 20, 2017, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

_____ _____

Signature **Date**

Dear Sanchay Gupta,

On behalf of Living Talent Private Limited, please accept our congratulations on your recent offer of employment to join the Company as Executive Manager pursuant to the terms and conditions of your offer letter dated May 20, 2017. You made a very favourable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel nationally.

We all look forward to seeing you again soon and having you joins our team of outstanding professionals.

Sincerely,

Human Resources Department

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer From LimeTray

Mohul Raj Singh <mohul.singh@limetray.com> Wed, Mar 29, 2017 at 5:35 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith

On an average, this position earns somewhere between 15-18K monthly as a part of monthly incentives. We dont quantify this in CTC as the figure is uncapped and can go to any amount.

Thanks & Regards,

Mohul Raj Singh
Human Resources|LimeTray
Phone: +91-8800978993

LIMETRAY
RESTAURANTS REIMAGINED

Know more about us at : http://limetray.com/
Read our blog: medium.com/limetrayculture

On Wed, Mar 29, 2017 at 5:33 PM, Rajith Sukhavasi <rajiths@ibsindia.org> wrote:

> Hi Mohul,
>
> Can you send the amount of incentives and variables he can earn on a average at his position. Kindly send it for Divyanshu and Swapnil. Looking for your reply.
>
> On 29-Mar-2017 2:21 PM, "Mohul Raj Singh" <mohul.singh@limetray.com> wrote:
>
>> Dear Swapnil,
>>
>> We are delighted to extend an offer on behalf of Team LimeTray. We are excited to have you on board!
>>
>> Please fill out the pre joining details form and submit it before your joining . You need to send your acceptance within a day of receipt of the letter.
>>
>> **Note**: *This offer letter is valid for two days from the date of this letter. LimeTray at its sole discretion may revoke or extend this letter after its expiry.*
>>
>> Thanks & Regards,
>> Thanks & Regards,

Mohul Raj Singh
Human Resources|LimeTray
Phone: +91-8800978993

Know more about us at : http://limetray.com/
Read our blog: medium.com/limetrayculture

LIMETRAY

29 March, 2017

Dear Swapnil Dutta,

Congratulations! We are pleased to extend you an offer of employment as an "**Account Manager"** with LimeTray (Alchemy Web Pvt. Ltd.), based in **Hyderabad**. All those who spoke with you felt that you would make an excellent contribution to the company.

Your position will carry a compensation value of **INR 4 LPA + 3,000 Monthly Travel Allowance + Monthly Uncapped Incentives + Quarterly Performance Gifts** which is inclusive of statutory and other LimeTray benefits and tax to be deducted at source. You will appreciate that your compensation package is unique and exclusive for you, and should be kept confidential.

We are all extremely impressed with you and are sure that you will be very successful at LimeTray. You are expected to join LimeTray **tentatively** on or before **05 April,17**. We will be in touch to work out on the **definite date of joining**. Your reporting time is 10 am.

On your joining date, please submit all the documents mentioned in the attached List of Documents. Your appointment with LimeTray will be effective only after you produce all relevant documents in this list. All terms and conditions of your employment will be in accordance with the LimeTray Policy Manual and the Employment and Confidentiality Agreement.

You will be issued a formal letter of Appointment within 15 days of your date of joining.

We are certain that you will find a career with LimeTray to be both challenging and rewarding. We look forward to you becoming a member of our team.

Yours sincerely,

Akhilesh

AKhilesh Bali

Founder

LimeTray

MARICO LIMITED
8D, 8th Floor, # 1-10-39/44.
Gumidelli Towers, Begumpet
Hyderabad – 500 016.
Tel : +91-40-2776 3388

marico

18th October, 2016

Mr. Scaria Tom
Kozhipoovananickal (H),
Mundakayam (P.O),
Kottayam (Dts),
Kerala: 686513

LETTER OF OFFER

Dear Mr. Scaria Tom

We are pleased to grant provisional offer for the position of Sales Trainee in the Company's **ST Grade**.

The gross income payable to you would be approximately **Rs. 550000/- p.a. (Rupees Five Lakh Fifty Thousand only)** inclusive of Salary, all allowances, LTA, Medical, Bonus and Retirement benefits. A detailed letter of appointment with terms & conditions and exact break-up of your compensation and other details will be handed over to you once you join the company.

This offer is being made subject to your being declared medically fit by a qualified medical practitioner and a positive reference check. If any of your statements, declarations or documents submitted prior to this offer are found to be incorrect at any point of time, Marico Ltd. shall have right to revoke this offer.

You'll be required to complete your medical check-up consisting of Blood, Urine and Stools analysis, chest x-ray and a full physical examination on your joining the company. The necessary form for this purpose would be handed over to you later. All expenses incurred for the medical examination will be reimbursed to you. Hence please retain all bills for this purpose.

You are requested to submit the documents mentioned in Annexure – A at first day of joining.
We would also conduct a background verification check as per the organization policy post your joining.

Kindly sign the enclosed duplicate copy of this letter and return the same to us by **20Th October, 2016.**

We welcome you to our organization and look forward to a mutually beneficial association.

This Offer Letter shall not be treated as Appointment Letter by the Company. Final Appointment Letter will be issued after acceptance of this Offer which shall govern the terms of appointment with the Company.

Yours faithfully
For Marico Limited

Vignesh Seetharaman
Divisional Sales HR Manager – South

MARICO LIMITED
8D, 8th Floor, # 1-10-39/44,
Gumidelli Towers, Begumpet
Hyderabad – 500 016.
Tel : +91-40-2776 3388

marico

Mr. Scaria Tom
Kozhipoovananickal (H),
Mundakayam (P.O),
Kottayam (Dts),
Kerala: 686513.

Dear Mr. Scaria Tom

We give below the break-up of your emoluments:-

Heads	Monthly (Rs.)	Annual (Rs.)
Basic	**22920.00**	**275040.00**
HRA	**9170.00**	**110040.00**
Conveyance	**800.00**	**9600.00**
Company's contribution to Provident Fund (12%)	**2750.00**	**33000.00**
LTA & Medical		**15000.00**
Bonus		**8400.00**
Supplementary Allowance	**8240.00**	**98920.00**
Cost to Company		**550000.00**

Yours faithfully
For Marico Limited

Vignesh Seetharaman
Divisional Sales HR Manager - South

I accept your offer and shall be joining on the date communicated by Marico.

Sign

18/10/2016
Date

MARICO LIMITED
8D, 8th Floor, # 1-10-39/44.
Gumidelli Towers, Begumpet
Hyderabad – 500 016.
Tel : +91-40-2776 3388

marico

ANNEXURE A
LIST OF DOCUMENTS TO BE SUBMITTED
MANDATORILY ON DAY 1

1. Two Passport size Photographs
2. One Stamp size Photograph (for I.D. Card).
3. Address Proof
4. Photocopies of Educational Certificates
5. Photocopy of Birth Certificate or proof of age (after verification with the Originals)
6. Copy of your PAN Card or PAN details
7. Signed copy (on all pages) of the Code of Conduct document
8. Medical Report with fitness certificate from an authorized medical practitioner
9. You are requested to open a Salary A/c in one of the following Banks: **ICICI/ Citibank / Corporation Bank/ HDFC/ Standard Chartered** (In case you need any help in choosing/opening the account, please revert).

N.B. Completion and submission of above documents will enable processing of salary on time.

Private and Confidential

MPS/HR/25021713 12th Feb 2017

To:
Mr. Himanshu Babbar,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 5,00,000 (Five lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on his free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units

of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 13 **days from 25th Feb 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of 6 months. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You

furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 25th Feb' 2017.

Signature with date :
Full Name : Himanshu Babbar
Place : Hyderabad

Private & Confidential

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE – A		
Name	Himanshu Babbar	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	33,333	400,000
Basic Salary	13,333	160,000
House Rent Allowance	5,333	64,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	-	-
Provident Fund	1,815	21,776
Special Allowance	8,802	105,624
MBO		100,000
Total Cost To Company		**500,000**

Private and Confidential

12th Feb 2017

To

Himanshu Babbar,

Congratulations!

This has reference to your offer letter No MPS/HR/25021713, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Private and Confidential

MPS/HR/25021713 12th Feb 2017

To:
Mr. Jaivrat Singh,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 5,00,000 (Five lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on his free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units

of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 13 **days from 25th Feb 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of 6 months. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You

furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 25th Feb' 2017.

Signature with date :
Full Name : Jaivrath Singh
Place : Hyderabad

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE – A		
Name	Himanshu Babbar	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	33,333	400,000
Basic Salary	13,333	160,000
House Rent Allowance	5,333	64,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	-	-
Provident Fund	1,815	21,776
Special Allowance	8,802	105,624
MBO		100,000
Total Cost To Company		**500,000**

Private and Confidential

12th Feb 2017

To

Jaivrath Singh,

Congratulations!

This has reference to your offer letter No MPS/HR/25021713, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Private and Confidential

MPS/HR/25021709 12th Feb 2017

To:
Mr. Nitin Jethwani,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 6,00,000 (Six lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on his free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units

of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 12 **days from 25th Feb 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of 6 months. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You

furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 25th Feb' 2017.

Signature with date :
Full Name : Nitin Jethwani
Place : Hyderabad

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE – A		
Name	Nitin Jethwani	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	41,667	500,000
Basic Salary	16,667	200,000
House Rent Allowance	6,667	80,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	1,800	21,600
Provident Fund	2,042	24,498
Special Allowance	10,442	125,302
MBO		100,000
Total Cost To Company		**600,000**

Private and Confidential

12th Feb 2017

To

Nitin Jethwani,

Congratulations!

This has reference to your offer letter No MPS/HR/25021709, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Private and Confidential

MPS/HR/020516009 12th Feb 2017

To:
Mr. Shehna Sherafudeen,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 6,00,000 (Six lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on her free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 12 **days from 25th Feb 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of 6 months. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with

confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 25th February 2017.

Signature with date :
Full Name : Shehna Sherafudeen
Place : Hyderabad

Private & Confidential

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE – A		
Name	Shehna	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	41,667	500,000
Basic Salary	16,667	200,000
House Rent Allowance	6,667	80,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	1,800	21,600
Provident Fund	2,042	24,498
Special Allowance	10,442	125,302
MBO		100,000
Total Cost To Company		**600,000**

Private and Confidential

12th Feb 2017

To

Shehna Sherafudeen,

Congratulations!

This has reference to your offer letter No MPS/HR/25021710, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Private and Confidential

MPS/HR/25021711 12th Feb 2017

To:
Mr. Shubham Kumar Jha,

Congratulations!

We are pleased to offer you an appointment in Mobipay Software India Private Limited (herein after referred to as "Mobipay" or "Company" as the context may require) as **Management Trainee**.

You will be paid stipend amount of INR **25,000/-** per month during the probation period. And your annual compensation details after the probation time are as per the Annexure attached herewith. Your total compensation inclusive of all benefits after the successful completion of probation period will be **INR 6,00,000 (Six lakhs rupees)** and will be subject to deduction of Tax at source/provident fund/professional tax in accordance with the prevailing laws and Company policies.

Acceptance, Rights and Obligations

1. Employee's/Obligors Acceptance and Obligation:

(a) In consideration of the Employer/Company imparting Special [in/on project/process/job] Training and subsequent absorption in a regular employment cadre, the Employee on her free will agree and undertake to serve the company for a minimum period of 2 (two) years (mandatory period) including the probation period from the date of commencement.

(b) To abide by the rules, regulations, service conditions, standing orders and or work instructions issued by the company from time to time as may be in vogue and to obey and comply with the orders issued by the superior(s) from time to time

(c) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein or if the services of the Employee are terminated by the Company for breach of any of the terms and conditions of his services or for any other reason, the Employee undertakes that he shall not directly or indirectly engage in or carry on or be a part of the process in which the Employee was trained/engaged in at present and is being carried on by the Company and the Employee shall not serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or abroad, for the remaining period of the said mandatory service period of two years.

(d) That in the event of the Employee leaving, abandoning or resigning from the services of the Company during the mandatory period of service as provided herein, the Employee is obliged to pay the penalty to the Company as per the discretion of the Company subject to maximum penalty of 25% of the gross salary for the entire mandatory period.

I. **Place of posting :**

Your place of posting will be at our India Development Centre, **Hyderabad area**, India. You may be posted / transferred to any of the offices / projects / divisions / departments / units

of the Company existing or to be set up in any other location in India or abroad in accordance with Company's rules for the time being in force.

II. **Joining Date/Probation Time :**

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than 12 **days from 25th Feb 2017** as agreed and discussed. Any extensions beyond agreed period for joining date shall be notified to the HR Department well in advance in support of documents, if any.

The employment covered by this contract is subject to a probationary period of 6 months. During this period the Employees performance will be regularly reviewed and if the employee completes the period satisfactorily, he or she will be notified in writing of his successful completion of probation and continuance of the service under the contract. If during the probationary period the Company is dissatisfied with the performance of the employee, his or her employment may be terminated with a notice of one week in writing/without notice. The company reserves the right to extent the probationary period of the employee, as deemed necessary by the Management.

III. **Notice Period:**

In case of separation, the notice period will be determined by the Company Management based on the employee responsibilities, various internal and external factors. The process and time required for hiring a replacement, training the new hire and doing a complete knowledge transfer will be determined by the Company based on it's sole discretion and will be binding on the Employee.

IV. **Working Days, Office Hours & Leaves and Holidays :**

The Company works seven days a week, twenty-four hours a day. You will be expected to attend the Office, be available and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 6 (six) days a week and nine hours a day including lunch hour. Your weekly off may not necessarily be on Saturday and Sunday. You will be eligible for leaves, holidays and other facilities in accordance with the employment laws and Policies of the Company.

V. **Retirement :**

You will automatically retire from the service of the Company on attaining the superannuating age of 60 years.

VI. **Absence :**

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, Company can consider this as voluntary termination of your employment without giving any notice.

VII. **Company Initiated Termination:**

Your services are liable to be terminated without any notice or salary in lieu thereof as deemed appropriate by the Company. Reasons may include inefficiency, disloyalty or misconduct, without being exhaustive and without prejudice to the general meaning of the term misconduct in the case of reasonable suspicion of misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

VIII. **Rules & Regulations of the Company :**

You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

IX. **International Travel :**

Company may require you to travel abroad for Training / knowledge transfer / client requirements / business meetings/ technical support / sales and marketing / workshops / seminars / troubleshooting, as the case may be. The duration and schedule of travel and stay will be decided based on the need and your current skills and/or experience. You are highly expected to intimate the HR / Admin regarding the validity of your passport and VISAs from time to time failing which you will be held responsible for the lapses / violations of VISA rules.

X. **Private Information Policy:**

1.1 You acknowledge that you will not neither copy nor distribute any material or information (to any third party) which is of private nature as to the company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, prospective clients, employees and other non-public matters.

1.2 You acknowledge that by performing and fulfilling your responsibilities to the Company and this Employment Agreement, you will have access to and will be entrusted with confidential technical and business information and that the disclosure of any such confidential information for your own personal purposes would be highly detrimental to the best interests of the Company. You acknowledge and agree that the right to maintain the confidentiality of such confidential information and the right to conserve its good will constitute proprietary rights, which the Company is entitled to protect. You

furthermore agree to immediately return all business documents to the Company upon termination / separation of this Employment Agreement for any reason whatsoever.

XI. **No Other Commercial Activity :**

You shall not be engaged in any other commercial activity outside of your responsibilities at the Company. PENALTY CLAUSE. If you engage in any commercial activity outside the company, you will be forfeiting all the payments made to you by the Company and be liable for additional penalties.

XII. **Non Compete | Non Solicitation :**

Non-compete and Non-Solicitation will be in full effect for a period of two years after your separation with the Company. You agree not to engage in any business activity similar in nature to any business conducted or planned by any members of the Company (or group of Companies) to compete in any way with products or services being developed, marketed, distributed, sold or otherwise provided by any member of the Company at such time for a period of two years after separation from the Company.

You will not solicit, directly or indirectly, any employee to leave his or her employment with mFino or Mobipay India Pvt Ltd or any of its subsidiaries. For the purposes of this offer, the phrase "shall not solicit, directly or indirectly" includes, without limitation, that you shall not disclose, whether orally, electronically or in writing to any third party the names, backgrounds, qualifications or contact information of any of mFino or Mobipay India Pvt Ltd or any of its subsidiaries employees or otherwise identify them as potential candidates for employment. The agreements for Employee Invention, Confidentiality, Non-Solicitation and Non-Competition are part of your joining protocol shall be effective and shall remain in full force and effect. You shall also not poach or solicit any business either directly or indirectly any client/customer or contractors you are working with and have knowledge of.

XIII. **Intellectual Property:**

Except as otherwise may be agreed by the Company in writing, you agree to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements whether or not protectable by any national or state laws relating to IP laws, relating to the present or future business of the Company that are developed by the employee during the course of his employment with Company either alone or jointly with others.

XIV. **Confidentiality :**

1.1 The contents of this appointment letter and annexure attached hereto are strictly confidential and should not be shared with anyone. In case of showing this offer of employment before joining the Company or immediately after joining the Company to get undue advantage with any of the other employer / outside party / Company / Consultant / individual for better CTC, position, you agree that your services with any of such Company may be recommended by us for summarily rejection.

1.2 Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

XV. **Background Verification :**

1.1. Your appointment is subject to the background verification of the particulars claimed by you in your profile / Curriculum Vitae and during the process of interview. In case these particulars are found false or unsatisfactory at any point of time during your service, your services would be liable for termination immediately without any reason or notice thereof.

1.2 You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerator except with the written permission of the Management in each case.

XVI. **Entirety of Agreement :**

You agree that all restrictions contained in this offer letter are reasonable and valid.

We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutually beneficial.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

Encl: Annexure I & II.

Declaration

I hereby accept this offer of employment from Mobipay Software India Private Limited and the terms and conditions as set forth hereinabove and fully confirm that I shall join on or before 25th February 2017.

Signature with date :
Full Name : Shubham Kumar Jha
Place : Hyderabad

ANNEXURE – I

Annual Compensation Details

The gross annual fixed compensation below is based on your employment for a twelve (12) month period on prorated basis and will be in force from the subsequent month after the successful completion of your Probation period.

ANNEXURE – A		
Name	Shubham	
No.of Mth		12
Annual Compensation Details (Fixed + MBO) (INR)		
	Per Month	**Per annum**
Fixed Compensation	41,667	500,000
Basic Salary	16,667	200,000
House Rent Allowance	6,667	80,000
Conveyance	800	9,600
Food Allowance	1,000	12,000
Medical Allowance	1,250	15,000
Telephone & Internet Allowance	1,000	12,000
Leave Travel Allowance	1,800	21,600
Provident Fund	2,042	24,498
Special Allowance	10,442	125,302
MBO		100,000
Total Cost To Company		**600,000**

Private and Confidential

12th Feb 2017

To

Shubham Kumar Jha,

Congratulations!

This has reference to your offer letter No MPS/HR/25021711, please bring the following on the day of joining us:

1. Five recent passport size coloured photos.
2. Copy of Address & Photo ID
3. proof (preferably passport)
4. Blood Group details.
5. Xerox copies of all your marks sheets.
6. PAN Card copy.

We eagerly look forward to your joining us.

Yours cordially,
For Mobipay Software India Private Limited,

Name: Prashanth Mandava
Title: Sr. Manager – HR Business Partner

6, Jayabheri The Meadows,
Near Wipro Circle, Gachibowli,
Hyderabad 500 046
Date: 15/03/2017

Offer: Business Analyst
Ref: MABA/2017031503/Hyderabad
Date: 15/03/2017

ANKIT NIGAM
Deen Dayal Marg, Ward No. 13,
Shahdol-484001, Madhya Pradesh

Tel# 91- 9769858680
Email: ankit1990.nigam@gmail.com

Dear Ankit Nigam,

Sub: Letter of Offer

Thank you for exploring career opportunities with Modak Analytics Software Private Limited. You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Business Analyst**. You will be a part of the application development team at Modak Analytics Software Private Limited.

Your gross salary including all benefits will be **₹4,80,000** CTC **-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer letter by signing the offer letter. If not accepted within **7 days**, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

COMPENSATION and BENEFITS

Health Insurance Scheme

Modak Health Insurance Scheme (MHIS).

* The above Health Insurance Scheme is subject to revision.

TERMS AND CONDITIONS

1. Non-Disclosure Agreement

Modak Analytics, works on very sensitive clients data. Since, you will work on this data, you will be required to sign a NDA with Modak Analytics.

2. Working Hours

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements/exigencies from time to time.

3. Mobility

Modak Analytics reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

4. Compensation Structure/Salary components

The compensation structure/salary components are subject to change as per Modak Analytics compensation policy from time to time at its sole discretion.

5. Increments and Promotions

Your performance and contribution to Modak Analytics will be an important consideration for salary increments and promotions.

6. Alternative Occupation/Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of Modak Analytics, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of Modak Analytics.

7. Confidentiality Agreement

As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of Modak Analytics and its clients.

8. TERMS and CONDITIONS

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

9. Notice Period

No notice or payment in lieu thereof shall be payable by Modak Analytics when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship.

During your tenure with Modak Analytics, you can terminate the appointment by giving 90 calendar days written notice.

10. Retirement

You will retire from the services of Modak Analytics on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

11. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by Modak Analytics), which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

12. Employment of Non-Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and/or any other permissions and/or documentation as prescribed by the Government of India.

13. Background Check

Your association with Modak Analytics will be subject to a background check in line with Modak Analytics background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavorable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

14. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted.

Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets

- Degree certificate and mark sheets for all semesters

- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)

- Birth Certificate/Proof of Age

- Work permit and/or any other documentation as prescribed by Government of India

- Passport

- 6 photographs

- An affidavit/ notarized undertaking stating:

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

15. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities. Your joining date would be 27th March 2017.

16. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of Modak Analytics as applicable to you and the changes therein from time to time.

17. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle Modak Analytics to withdraw this offer letter anytime at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from Modak Analytics within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of Modak Analytics Offer letter if you fail to join on the date provided in the Modak Analytics Joining letter, the offer will stand automatically terminated at the discretion of Modak Analytics.

We look forward to having you in our team.

Yours Sincerely,
For Modak Analytics

Aarti Joshi

Executive Director

Mad Over Poker

Reference No: MOP/HR/HYD

28th April 2017

To: Ms. JANKI H. GAJJAR

Sub: 'Offer of Appointment' for the position of **'Assistant Manager Product and Brand Management'**

MOP NETWORKS PVT. LTD. is pleased to offer **Ms. JANKI H. GAJJAR** a job as **Assistant Manager Product and Brand Management.** We trust that your knowledge, skills and experience will be among our most valuable assets.

Should you accept this job offer, per company policy you'll be eligible to receive an **Rs.4,00,000/-** INR on an annual gross salary basis plus Rs.50,000/- bonus will be paid at the end of the year and Rs. 4,50,000/- worth equity converted at Series A Valuation. The equity will be vested at a standard vesting schedule of 4 yrs with one year cliff.

Your joining date will be **15th May 2017.**

Sincerely,
For MOP NETWORKS PVT. LTD.

AVINASH PITTI
DIRECTOR

DIRECTOR

Janki

MOP Networks Private Limited
Registered office : 18/2 Guha Road, Ghusury, Opposite Tarun Sporting club, Howrah - 711107 West Bengal.
Corporate office : # 1st Floor, 7-1-28/12/1/A, Serenity plaza, Shyamkaran Road, Ameerpet, Hyderabad, Telangana, – 500 016, India
Ph: +91 8977-229-227, Email: info@madovergaming.com, www.madoverpoker.com

Further to our personal / telecommute discussions:

Probation:

You will be on probation for a period of three months from the date of joining. Based on your performance during the probation period, the Management reserves the right either to extend the probation period or confirm the services.

Salary:

During the period you will be paid a consolidated salary of **Rs.4,00,000/-** INR on an annual gross salary basis plus Rs.50,000/- bonus will be paid at the end of the year and Rs. 4,50,000/- worth equity converted at Series A Valuation. The equity will be vested at a standard vesting schedule of 4 yrs with one year cliff. The management may grant increment in salary as it deems fit. This salary is subject to deductions for taxes, & other statutory enactments applicable in this regard and policies of the company depending on the place of your employment.

Performance Incentives:

This will be determined on the basis of your individual performance, your business unit performance, and overall performance as determined by the committee. Performance incentive is payable to the employee being on the rolls of the company and not serving notice period on the date.

Documentary Evidence:

In proof of the details incorporated in your resume, you are required to submit photo-copies of your date of birth, academic / technical qualifications, experience certificate/s, and any other testimonials along with your originals at the time of reporting to duty. You are required to furnish two references along with their full name, designation and contact details.

Holidays & Leaves:

You will be entitled to the holidays as declared by the State Government. These Holidays and Leaves shall basically governed by the Corporate Office Holidays as declared either in India / US, however are subject to change within the local rules prevailing at that point of time. There is one leave per month which can be carrying forwarded, if not taken.

Transfers & Promotion:

The management may at its discretion, transfer your services to any other zone/s in India / Canada / U.S. or any other territorial zone as it deems fit, without any additional remuneration. Promotions in the company are purely based on your quarterly and yearly performance evaluation. Further your services may be transferred to any other company.

Rules & Regulations:

Your services are governed by the legal enactments promulgated by the local government with regard to terms of employment and 'policies & procedures' as and when introduced by the company and also the rules applicable at the place of your employment either in India and or elsewhere in the world.

For MOP NETWORKS PVT. LTD.

DIRECTOR

Tanki

Non Disclosure of Confidential Information:

You will not disclose to any third party, without the prior written consent of the management, any information relating to the business of the company, its management, its clients /Vendors and the database, unless and otherwise construed that such dissemination of information is in the best interest of the company.

Notices:

The management of the company reserves the right to terminate the services without any notice during the probation period. On confirmation of the services, this appointment can be terminated by giving **three months notice by employee or two week notice** by the company.

Please signify your acceptance of this `Offer of Appointment' by signing the duplicate copy of this letter attached herewith.

We look forward to a long and mutually beneficial association and are confident that you will play a significant role in our company's expansion in the international markets and will be a valuable asset to us.

Sincerely,

For **MOP NETWORKS PVT. LTD.,**

For MOP NETWORKS PVT. LTD.

AVINASH PITTI
DIRECTOR

DIRECTOR

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on 15th May 2017

SIGNATURE: _____ **DATE:** 28th April 2017.

IBS BUSINESS SCHOOL

Subhash Challure <subhashchallure@ibsindia.org>

Fwd: Offer - Moody's Analytics Knowledge Services

1 message

Ritika Agarwal <ritikaagarwal016@gmail.com> Thu, May 4, 2017 at 7:02 PM
To: Subhash Challure <subhashchallure@ibsindia.org>

---------- Forwarded message ----------
From: "Vibhuti Agarwal" <Vibhuti.Agarwal@moodys.com>
Date: 27 Apr 2017 17:24
Subject: Offer - Moody's Analytics Knowledge Services
To: "ritikaagarwal016@gmail.com" <ritikaagarwal016@gmail.com>
Cc:

Dear Ritika Agarwal,

Congratulations!

Please find below the details of the offer:

Designation: **Junior Associate**

Date of Joining**: 5th May, 2017**

Compensation:

I. Fixed CTC: **INR 450,000** per annum

II. Performance Based Annual Variable Bonus on a pro rata basis at the sole discretion of the management. Employees joining on or prior to June 30 are eligible for the bonus at the end of the same calendar year of the date of joining.

III. Performance appraisals are conducted twice a year for the periods Jan – June and July - December. Employees joining on or prior to June 30 are eligible for the appraisal pertaining to the July – December period.

IV. Health Insurance of **INR 300,000** covering spouse and 2 kids.

Holidays: 40 days per calendar year; accumulated on a pro rata basis

- 18 Paid Leaves
- 14 Casual / Sick Leaves
- 8 Preferred leaves

Kindly confirm your acceptance and also, please find attached a list of documents that you would need to email across to us at the earliest so that we can make the joining process smooth.

Please feel free to reach me if you would like to discuss this further Ph. +91 124 6609183 | Mob +91 9818111832.

Warm Regards,

.....

Vibhuti Agarwal
Executive

Human Resources
+91.0124.6609.183 Tel

+91.9818.111832 mobile

Vibhuti.agarwal@moodys.com

Moody's Analytics Knowledge Services

267, Udyog Vihar Phase-II

Gurgaon 122015, India

maknowledgeservices.com

.....

Moody's monitors email communications through its networks for regulatory compliance purposes and to protect its customers, employees and business and where allowed to do so by applicable law. The information contained in this e-mail message, and any attachment thereto, is confidential and may not be disclosed without our express permission. If you are not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that you have received this message in error and that any review, dissemination, distribution or copying of this message, or any attachment thereto, in whole or in part, is strictly prohibited. If you have received this message in error, please immediately notify us by telephone, fax or e-mail and delete the message and all of its attachments. Thank you. Every effort is made to keep our network free from viruses. You should, however, review this e-mail message, as well as any attachment thereto, for viruses. We take no responsibility and have no liability for any computer virus which may be transferred via this e-mail message.

2 attachments

List of documents.pdf
173K

Offer - Ritika Agarwal.pdf
73K

MA Knowledge Services
267, Udyog Vihar Phase-II
Gurgaon 122015
India
+91.124.6609.000 tel
+91.124.6609.200
www.maknowledgeservices.com

REMUNERATION DETAILS

Total Cost to Company (Fixed Salary)	450,000
Salary Breakdown	Monthly
Basic Salary	18,750
HRA	7,500
Special Allowance*	7,850
Conveyance Allowance	1,600
Provident Contribution(Company share)	1,800
Total Salary	37,500
Net take home (before TDS)	**33,900**

Special allowance* will include the below mentioned benefits that you may opt for at the time of your joining

Medical Reimbursement	Option to Avail - fixed at INR 1250 P.M.
Meal Coupons	Option to Avail - fixed at INR 2200 P.M.
Telephone Reimbursement	Option to Avail - fixed at INR 2000 P.M.
LTA	Option to Avail - fixed at INR 3000 P.M. or 5% of Basic
Books & Periodicals	Option to Avail – INR 1000 P.M.
Car Running & Maintenance Reimbursement	Option to Avail - INR 1800 p.m. for all vehicles below 1600 cubic capacity and INR 2400 p.m. for all vehicles above 1600 cc (Employees across all levels will be eligible to opt for this benefit. If this benefit is availed, employee will not receive the Conveyance Allowance.)
Uniform Allowance	Option to Avail - fixed at INR 2000 p.m.

modak anshuman.anchal@modakanalytics.com

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C Padmavathi

Cheedi Srinivas

Haseeb Akhter Mo...

K Bharadwaj

pranita.praveen

Sharma, Astha

to me

Dear Mr Praveen,

Yes we have selected Ms Swati Singh and Mr Ankit Nigam. Their CTC is 4.8 lakhs. J

We have a opening for Project manager also. If any of your pass-out student are inter this post.

Praveen Ch <praveench@ibsindia.org>

to arunima

---------- Forwarded message ----------
From: "Aarti Joshi"
Date: Mar 15, 2017 3:30 PM
Subject: Re: 1 Data
To: "Praveen Ch" <praveench@ibsindia.org>
Cc:

> Dear Mr Praveen,
>
> Yes we have selected Ms Swati Singh and Mr Ankit Nigam. Their CTC is 4.8 lakhs.
>
> We have a opening for Project manager also. If any of your pass-out student are in this post.
>
> Thanks!
> Aarti Joshi,
> Executive Director
> Modak Analytics
> www.modakanalytics.com

Mad Over Poker

Reference No: MOP/HR/HYD

28th April 2017

To: Ms. GARIMA SHAHI

Sub: 'Offer of Appointment' for the position of **'Assistant Manager Product and Brand Management'**

MOP NETWORKS PVT. LTD. is pleased to offer **Ms. GARIMA SHAHI** a job as **Assistant Manager Product and Brand Management.** We trust that your knowledge, skills and experience will be among our most valuable assets.

Should you accept this job offer, per company policy you'll be eligible to receive an **Rs.4,00,000/-** INR on an annual gross salary basis plus Rs.50,000/- bonus will be paid at the end of the year and Rs. 4,50,000/- worth equity converted at Series A Valuation. The equity will be vested at a standard vesting schedule of 4 yrs with one year cliff.

Your joining date will be **15th May 2017.**

Sincerely,
For MOP NETWORKS PVT. LTD.

AVINASH PITTI
DIRECTOR

DIRECTOR

MOP Networks Private Limited
Registered office : 18/2 Guha Road, Ghusury, Opposite Tarun Sporting club, Howrah - 711107 West Bengal.
Corporate office : # 1st Floor, 7-1-28/12/1/A, Serenity plaza, Shyamkaran Road, Ameerpet, Hyderabad, Telangana, – 500 016, India
Ph: +91 8977-229-227, Email: info@madovergaming.com, www.madoverpoker.com

Further to our personal / telecommute discussions:

Probation:

You will be on probation for a period of three months from the date of joining. Based on your performance during the probation period, the Management reserves the right either to extend the probation period or confirm the services.

Salary:

During the period you will be paid a consolidated salary of **Rs.4,00,000/-** INR on an annual gross salary basis plus Rs.50,000/- bonus will be paid at the end of the year and Rs. 4,50,000/- worth equity converted at Series A Valuation. The equity will be vested at a standard vesting schedule of 4 yrs with one year cliff. The management may grant increment in salary as it deems fit. This salary is subject to deductions for taxes, & other statutory enactments applicable in this regard and policies of the company depending on the place of your employment.

Performance Incentives:

This will be determined on the basis of your individual performance, your business unit performance, and overall performance as determined by the committee. Performance incentive is payable to the employee being on the rolls of the company and not serving notice period on the date.

Documentary Evidence:

In proof of the details incorporated in your resume, you are required to submit photo-copies of your date of birth, academic / technical qualifications, experience certificate/s, and any other testimonials along with your originals at the time of reporting to duty. You are required to furnish two references along with their full name, designation and contact details.

Holidays & Leaves:

You will be entitled to the holidays as declared by the State Government. These Holidays and Leaves shall basically governed by the Corporate Office Holidays as declared either in India / US, however are subject to change within the local rules prevailing at that point of time. There is one leave per month which can be carrying forwarded, if not taken.

Transfers & Promotion:

The management may at its discretion, transfer your services to any other zone/s in India / Canada / U.S. or any other territorial zone as it deems fit, without any additional remuneration. Promotions in the company are purely based on your quarterly and yearly performance evaluation. Further your services may be transferred to any other company.

Rules & Regulations:

Your services are governed by the legal enactments promulgated by the local government with regard to terms of employment and 'policies & procedures' as and when introduced by the company and also the rules applicable at the place of your employment either in India and or elsewhere in the world.

For MOP NETWORKS PVT. LTD.

DIRECTOR

Non Disclosure of Confidential Information:

You will not disclose to any third party, without the prior written consent of the management, any information relating to the business of the company, its management, its clients /Vendors and the database, unless and otherwise construed that such dissemination of information is in the best interest of the company.

Notices:

The management of the company reserves the right to terminate the services without any notice during the probation period. On confirmation of the services, this appointment can be terminated by giving **three months notice by employee or two week notice** by the company.

Please signify your acceptance of this `Offer of Appointment' by signing the duplicate copy of this letter attached herewith.

We look forward to a long and mutually beneficial association and are confident that you will play a significant role in our company's expansion in the international markets and will be a valuable asset to us.

Sincerely,

For **MOP NETWORKS PVT. LTD.,**

For MOP NETWORKS PVT. LTD.

AVINASH PITTI
DIRECTOR

DIRECTOR

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on 15th May 2017

SIGNATURE: _____ **DATE:** 28th April 2017

Moonshine E-services Pvt. Ltd.

CIN No. - U72900HR2012PTC044939

375, Udyog Vihar, Phase 2
Gurgaon - 122016, Haryana, INDIA
M: +91 11 30017676
E: info@printvenue.com

MOONSHINE/HR/Offer
Date: 19th December, 2016
To: Ritika Bansal

Sub: Letter of Intent

Dear Ritika,

With reference to the interviews you had with us, we are pleased to offer you the position of **"Management Trainee"** in our Company, as per the terms and conditions discussed. Your Cost to Company (CTC) will be **Rs. 5,00,000/- per annum (Rupees Five lakh per annum), Rs. 4,00,000 Fixed CTC (Rupees Four lakh) and Rs.1,00,000 (Rupees One Lakh) Performance based annual variable.**

This however, is subject to your being found medically fit at the time of joining. If at any stage, during the tenure of your service, it is found that any particulars or details furnished by you in your resume or during interview process are incorrect and/or this offer of job has been obtained by misrepresentation of facts, your services will be terminated without notice or compensation.

This is a letter of offer only and the appointment letter, containing detailed terms and conditions of employment shall be issued to you on your joining. The date of joining for you shall be 1st June, 2017.

We look forward to working with you!

For Moonshine eServices Pvt. Ltd.

Moonshine eServices Pvt. Ltd. Plot No. 375 Udyog Vihar Phase-2 Gurgaon-122016

Vibhuti Sinha
Human Resources
Moonshine eServices Pvt. Ltd.

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Moonshine E-services Pvt. Ltd.

CIN No. - U72900HR2012PTC044939

375, Udyog Vihar, Phase 2
Gurgaon - 122016, Haryana, INDIA
M: +91 11 30017676
E: info@printvenue.com

MOONSHINE/HR/Offer
Date: 19th December, 2016
To: Sanya Ahuja

Sub: Letter of Intent

Dear Sanya,

With reference to the interviews you had with us, we are pleased to offer you the position of **"Management Trainee"** in our Company, as per the terms and conditions discussed. Your Cost to Company (CTC) will be **Rs. 5,00,000/- per annum (Rupees Five lakh per annum), Rs. 4,00,000 Fixed CTC (Rupees Four lakh) and Rs.1,00,000 (Rupees One Lakh) Performance based annual variable.**

This however, is subject to your being found medically fit at the time of joining. If at any stage, during the tenure of your service, it is found that any particulars or details furnished by you in your resume or during interview process are incorrect and/or this offer of job has been obtained by misrepresentation of facts, your services will be terminated without notice or compensation.

This is a letter of offer only and the appointment letter, containing detailed terms and conditions of employment shall be issued to you on your joining. The date of joining for you shall be 1st June, 2017.

We look forward to working with you!

For Moonshine eServices Pvt. Ltd.

Moonshine eServices Pvt. Ltd. Plot No. 375 Udyog Vihar Phase-2 Gurgaon-122016

Vibhuti Sinha
Human Resources
Moonshine eServices Pvt. Ltd.

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NATIONAL STOCK EXCHANGE
OF INDIA LIMITED

NIFTY 50
Stock of the nation

REF.NO: NSE/EP/HRD

April 28, 2017

Ms. Gazal Kumar
17, Van Vihar,
Ballupur Road
Dehradun -248001
Uttrakand

Dear Gazal,

Further to your application and subsequent discussions that we had with you, we are pleased to offer you the position of **"Management Trainee"** in our Company. The detailed terms and conditions of your appointment are enclosed herewith.

You are required to join us on or before **15th May 2017**. Kindly return the duplicate copy of this letter along with the terms and conditions and Annexure duly signed.

We look forward to working with you,

Yours sincerely,

National Stock Exchange of India Ltd

Chandrashekhar Mukherjee
Chief People Officer

TERMS AND CONDITIONS OF APPOINTMENT

1. Your salary and allowance will be as per details attached to this letter and marked as Annexure I.

2. You will be a Management Trainee for a period of **One Year** from the date of your appointment in the Company which may be extended in case necessary. On the completion of your training period in the company you will be absorbed in at an appropriate grade. Your completion of training period will not be merely by efflux of time but it should be an order in writing from the company.

3. If at any stage during your term as Management Trainee, your work or any aspect of your behavior is found unsatisfactory your services will be dispense with, without notice.

4. You will execute document / agreement for that effect. Incase you desire to leave the employment of the company before two years including **One year** training period you would be liable to reimburse and pay liquidation damages as per the agreement executed between the company and you and your surety.

5. You may be posted in any office of the Company and to work in any of its departments.

6. You will retire from the Company's services after attaining 60 years of age as per the Rules of the Company for the time being in force.

7. All payments to you under the terms of employment are subject to deduction of tax at source under the Income Tax Act and any other enactments that may be in force from time to time. The Company will also be entitled to deduct from the payment due to you, any dues payable by you to the Company.

8. You will be governed by the Staff Rules and Regulations framed by the Company from time to time.

9. Your appointment will be subject to your being found medically fit for service in the Company and satisfactory report thereof being received. The Company's decision in this regard will be final. You will be required to undergo the medical examination. On receipt of your acceptance of the offer, the company will inform you regarding the necessary steps to be taken for medical examination.

National Stock Exchange of India Ltd.

10. You should produce at the time of reporting for duty the attested photo copies of certificates regarding your age, educational qualifications, experience and results of your medical examination and attach true copies thereof.

11. If any statement, declaration or information given by you is at any time found to be false or untrue or if any material particular is suppressed, your services are liable to be terminated forthwith without any notice or compensation in lieu thereof.

12. During your term as Management Trainee, your services can be terminated at a month's notice on either side or equivalent pay in lieu thereof.

13. Your services are liable to be terminated forthwith without any notice or compensation or in the alternative, you shall be liable to disciplinary action and imposition of penalty in accordance with the Company Staff Rules if after your report for duty the Company receives information that you had, prior to joining the company's services, committed any act of misconduct which, in the opinion of the Company renders you unfit to serve in the Company.

14. Your appointment will be subject to your furnishing such information as the Company may require from time to time and subject to your services being acceptable in the light of the information furnished.

15. You shall not join any competitors firm /company of NSEIL for a period of one year after you have been relieved from the services of National Stock Exchange Of India Ltd. In the event of your joining a competitor firm / company of NSEIL within one year of being relieved from the services of NSEIL, you hereby agree to pay the amount towards the damages /loss suffered by NSEIL due to the same as assessed by NSEIL.

16. Please confirm us whether the above terms and conditions are acceptable to you. If so, please complete your medical examination and join NSE on or before **15th May, 2017.** You will not be reimbursed any traveling expenses on account of your journey for medical examination as also for taking up the appointment.

17. Your appointment with NSE is subject to your successful clearance of PGDM / MBA course in first attempt.

National Stock Exchange of India Ltd. Mumbai

ANNEXURE I

The Compensation detail for **Ms. Gazal Kumar, Management Trainee** is as follows:

(In INR)

	Components	Amount
Monthly	Basic	11,300
	House Rent Allowance	6,000
	Conveyance *	3,000
	Special Allowance	11,589
	Gross Per Month	31,889
	Gross Per Annum (A)	3,82,668
Annual	Leave Travel Allowance	11,300
	Medical Reimbursement	11,300
	Lunch Subsidy	17,160
	Sub Total (B)	39,760
Retirals	Provident Fund	16,272
	Gratuity	11,300
	Sub Total (C)	27,572
TFP	**Total Fixed Pay (A+B+C)**	450,006
	Statutory Bonus	32,400

* As per company policy

National Stock Exchange of India Ltd. Mumbai

ANNEXURE II

You are required to submit the following documents:

- Certificates in proof of age – Birth Certificate/ School Leaving Certificate and Matriculation/S.S.C. Certificate.
- Marksheet of SSC, HSC/Intermediate, Degree(s) and Post Graduation.
- Degree Certificate & Convocation certificate awarded by University/Institutes for graduate and post graduate level.
- Certification of any other professional courses or technical qualification.
- Experience certificate indicating clearly the period for which served and capacity in which served from the previous and present employers indicated in the application form.
- Acknowledged Resignation Letter or relieving letter from last employer.
- 3 Passport size photographs (Professional Formal Attire).
- Copy of Proof of residence [Ration card/Telephone Bill etc)
- Copy of identity proof [Passport/PAN Card)

(Please note you are requested to carry all the original documents/certificates for verification.)

****

National Stock Exchange of India Ltd. ★ Mumbai

ANNEXURE III

TERMS & CONDITIONS OF EMPLOYMENT

Trade Secrets or Confidentiality

1. The employee shall observe and conform to such duties, directions and instructions as communicated to him by the Company and those in authority over him/her.

2. Staff members, their spouses, dependent parents and dependant children wishing to deal in securities are required to abide by the following code of conduct as applicable rules made from time to time. No employee shall divulge insider information while working in the stock exchange.

3. The employee is not allowed to disclose or divulge, without the consent of the Company, any confidential transaction or information in respect of the Company's business or its clients, which may come to his / her knowledge or possession in the course of his/her employment. The employee is obliged to continue to maintain such secrecy even after termination of service.

4. You are not allowed to copy or sell company's software packages outside without company's prior permission. All software including packages as well as its associated documentation developed by the employee in the course of his/her duties shall be the sole and exclusive property of the Company. You acknowledge that conditions of this appointment are reasonable and necessary to protect disclosure of confidential information belonging to the company and any disclosing thereof will cause irreparable damages, hardship and injury to the company.

5. You acknowledge that your obligations relating to confidentiality survive the termination of your employment and you will be liable to pay damages and be subject to injunctive or other relief for any breach of aforesaid obligation.

6. Intellectual Property Rights (IPR's) such as copyrights, patents, trademarks, secrets etc. with any operational processes, software products, including any e-commerce solutions developed by you while in the employment of the company shall remain in the exclusive ownership of the company and you shall have no right title or interest in respect of such IPR's.

National Stock Exchange of India Ltd. Mumbai

7. Confidential information includes all IPR's, information regarding quality control, business, financial information, places, customers list, marketing data and any other information that are generally not known to the public.

8. The employee may not publish or write any book or article, based on information of any sort, confidential or otherwise, obtained by the employee in the course of his/her employment with the Company, except with the written permission of the Management.

9. The employee shall not use any of the designs, drawings, software, literature, machines etc. of the Company for any purpose other than Company's business.

10. The employee may not, orally or in writing or in any other form, make any public statement on the policies, decisions, measures or work, of or undertaken by the Company, on any issue. Nor may he/she circulate any such statement made by him/her or by anyone else.

11. The employee shall be responsible for safekeeping and return, in good condition and order, of all Company's property, which may be in his/her use, custody or charge.

12. The employee shall be true and faithful to the Company in all his/her accounts, dealing and transactions, relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorised to receive the sum.

13. A high standard of code of conduct is expected from the employee and any behaviour reflecting unfavourably on him / her or the Company is questionable and liable for disciplinary action.

14. Employee should not bring any form of removable storage like pen drive, USB sticks , portable disks, ipods etc into the premises of the Company.

15. The employee will also be required to abide by all the terms and conditions in addition to those mentioned above which are currently in force, or may be modified or introduced from time to time.

****

National Stock Exchange of India Ltd. * Mumbai

ANNEXURE IV

TERMS & CONDITIONS OF EMPLOYMENT

Conflict of Interest

1. You will treat all client information as confidential and not disclose them to outsiders except when authorized.

2. Any information or data made available to you by the company or by the customers or by any other party, or any innovation or improvement in process, design etc., effected in the course of your association with us will belong to the company and will be kept by you in strict confidence and will not be used by you to the detriment of the company's interest at ant time.

3. In the course of your service with us or even after your discharge from our service, if any malaise intention on your part is established, resulting in crippling of the company's functioning, or causing the Company financial loss, or damage to the Company's image, reputation or goodwill, the Company has the right to sue you under relevant laws and seek redress.

4. You will authorize the company and also authorize and request each former employer and persons, firm or corporation given in the application form as reference to answer any and all questions that may be sought in connection with this application or concerning you or your work, habit, character or skill or any action in any transaction.

5. You should declare your interest, financial or otherwise in any company or firm or any other individuals who have dealings with us in any capacity. In the event of yourself acquiring or becoming interested in the future in such a company or partnership or firm or individual, you should immediately disclose the nature and extent of your interest.

6. You will abide by the security policy and procedures, made applicable by the exchange from time to time.

****

National Stock Exchange of India Ltd.

ANNEXURE V

NSE's Compensation Philosophy

NSE's compensation philosophy has evolved over the years to compensate and reward meritocracy. At NSE, our compensation philosophy is simple; we pay competitive base salaries; we reward performance and promote acquisition of role relevant competencies. Our compensation philosophy is based on fair pay based on your role in the company; the market value of your skill set; your performance in that position; plus the opportunity for additional rewards when the business exceeds targets.

Through regular assessment of staff performance and potential, we differentiate employee performance and pay accordingly. To attract and retain the best people, we offer meaningful rewards when you and the Exchange, achieve specific business/service goals or when you demonstrate outstanding individual performance.

Our compensation structure offer flexibility to the extent as possible. Since your compensation is specially customized for you, you will appreciate individual compensation is an extremely sensitive issue. Confidentiality of your compensation is in keeping with the highest ethical and professional standards. It is NSE's policy now that it will not discuss individual's compensation with anybody else unless specifically authorized. NSE also considers it an unacceptable behavior for you to discuss your compensation with others as indeed others' compensation.

We would expect you to avoid discussing compensation of any other individual or disclose your own compensation to anyone else. Any issues with respect to your compensation may be discussed with your department head and with the HR.

****

National Stock Exchange of India Ltd.

LETTER OF AUTHORIZATION

TO WHOMSOEVER IT MAY CONCERN

I understand that NATIONAL STOCK EXCHANGE OF INDIA LIMITED may use an outside agency to verify and validate the information I have provided including my employment, my personal background, professional standing, work history and qualifications.

I understand that an outside background agency may obtain information it deems appropriate from various sources including, but not limited to, the following: current and past employers, criminal conviction records, College records and professional references.

I authorize, without reservation, any individual, corporation or other private or public entity to furnish NATIONAL STOCK EXCHANGE OF INDIA LIMITED and the outside background agency all information about me.

I unconditionally release and hold harmless any individual, corporation, or private or public entity from any and all causes of action that might arise from furnishing to NATIONAL STOCK EXCHANGE OF INDIA LIMITED and the outside agency information that may request pursuant to this release.

This authorization and release, in original, faxed or photocopied form, shall be valid for this and any future reports and updates that may be requested.

I understand that the information, sought by NSE or its agency, is the part of entire selection process & it does not tantamount to the selection of my candidature.

Signed: _____

Name in Block Capitals: _____

Date of Birth: _____

Date: _____

National Stock Exchange of India Ltd. Mumbai

BRICKSREALTY™
SINGLE WINDOW REALTY SOLUTION

Brown Bricks Realty (P) Ltd.
Registered Address : Salt Lake Stadium
Between Gate No.1 & 2, 1st Floor,
Bhagwandas Taxi Meter Testing
Centre Salt Lake, Kolkata-700098 W.B.
T : + 91 33 4007 1489 / 1490
T : + 91 33 4038 4038

January 31, 2017

Shruti Agrawal
Universal Auto Agencies,
Tower Chowk,Dudhani,
Dunka,Jharkhand-01

Dear Ms.Agrawal,

Subject: Letter of offer

This is with reference to your application for employment and subsequent interviews with us .We are pleased to offer you employment in our Organization on the following terms and conditions.

1. You will be designated as **"Relationship Manager(Corporate Branding and Customer Delight)"** and will be located at our Kolkata office**.** Your responsibility /accountability will be made available on your taking up the assignment.

2. Your CTC will be **4.8 Lacs p.a**.(which is inclusive of mobile and conveyance allowance).Besides fixed package target based sales incentive will also be provided.

3. You will be on probation for a period of six months from the date of your joining .This can be further extended or reduced at the sole discretion of the Management. During probation period either party can terminate the employment contract without any notice or reason whatsoever after discharging all the responsibilities from both sides.

4. You are required to join on or before **16th February 2017.**

5. Your detailed letter of appointment will be issued upon your joining, subject to verification of your credentials/documents/references.

Kindly confirm your acceptance of the offer by proposing your date of joining. If not accepted within 7 days of receipt, this offer is liable to be withdrawn.

You are requested to bring all documents as per Annexure' A' on the day of your joining.

We welcome you to the organization and look forward to a long and mutually beneficial relationship.

Thanking You

For **Brown Bricks Realty Pvt.Ltd.**

Swati Verma

Swati Verma
HR and Admin Manager

Brown Bricks Realty (P) Ltd.
Registered Address : Salt Lake Stadium
Between Gate No.1 & 2, 1st Floor,
Bhagwandas Taxi Meter Testing
Centre Salt Lake, Kolkata-700098 W.B.
T : + 91 33 4007 1489 / 1490
T : + 91 33 4038 4038

Annexure A

Documents to be submitted on the date of joining

- 2 Passport sized photographs
- Proof of address & Date of Birth
- Copies of Mark sheet and Educational Certificates
- Copy of PAN card
- Copy of passport ,if any

Note:

Original along with a Xerox copy of above documents (except investment documents) are to be brought for necessary verification. While Xerox copies will be retained for our records, originals will be returned immediately after verification.

BRICKSREALTY™
SINGLE WINDOW REALTY SOLUTION

Brown Bricks Realty (P) Ltd.
Registered Address : Salt Lake Stadium
Between Gate No.1 & 2, 1st Floor,
Bhagwandas Taxi Meter Testing
Centre Salt Lake, Kolkata-700098 W.B.
T : + 91 33 4007 1489 / 1490
T : + 91 33 4038 4038

February 14, 2017

Arka Chakraborty
18th Rabindranath Road, Nabagram,
Hooghly, West Bengal – 712246

Dear Mr.Chakraborty,

Subject: Letter of offer

This is with reference to your application for employment and subsequent interviews with us .We are pleased to offer you employment in our Organization on the following terms and conditions.

1. You will be designated as **"Sales Executive** and will be located at our Kolkata office. Your responsibility /accountability will be made available on your taking up the assignment.

2. Your CTC will be **4.5 Lacs p.a**.(which is inclusive of mobile and conveyance allowance).Rs 4 Lakhs pa is fixed variable, whereas Rs 50,000 is annual performance based variable.

3. You will be on probation for a period of six months from the date of your joining .This can be further extended or reduced at the sole discretion of the Management. During probation period either party can terminate the employment contract without any notice or reason whatsoever after discharging all the responsibilities from both sides.

4. You are required to join on or before **16th February 2017.**

5. Your detailed letter of appointment will be issued upon your joining, subject to verification of your credentials/documents/references.

Kindly confirm your acceptance of the offer by proposing your date of joining. If not accepted within 7 days of receipt, this offer is liable to be withdrawn.

You are requested to bring all documents as per Annexure' A' on the day of your joining.

We welcome you to the organization and look forward to a long and mutually beneficial relationship.

Thanking You

For **Brown Bricks Realty Pvt.Ltd.**

Swati Verma

Swati Verma
HR and Admin Manager

Brown Bricks Realty (P) Ltd.
Registered Address : Salt Lake Stadium
Between Gate No.1 & 2, 1st Floor,
Bhagwandas Taxi Meter Testing
Centre Salt Lake, Kolkata-700098 W.B.
T : + 91 33 4007 1489 / 1490
T : + 91 33 4038 4038

Annexure A

Documents to be submitted on the date of joining

- 2 Passport sized photographs
- Proof of address & Date of Birth
- Copies of Mark sheet and Educational Certificates
- Copy of PAN card
- Copy of passport ,if any

Note:

Original along with a Xerox copy of above documents (except investment documents) are to be brought for necessary verification. While Xerox copies will be retained for our records, originals will be returned immediately after verification.

NOVARTIS

Novartis Healthcare Private Limited.
Novartis Knowledge City
Salarpuria Sattva, Near Inorbit Mall
Hitech City, Serilingampally
Hyderabad – 500 081
Telangana,India

Phone: +91 40 6767 1000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Date: 22nd November 2016

C/O Training & Placement Office

ICFAI Hyderabad

Dear SALONI HEMANI

Subject: Letter of Intent

We are delighted to inform you, our intention to offer you the position of **Financial Analyst** in our **Global BPA** function. This position will be based at Novartis Healthcare Private Limited Hyderabad.

You will be offered a gross annual compensation of **INR 6,21,000.** The gross compensation includes Basic Salary, Flexible compensation Plan, Annual Incentive and Retirals (Provident Fund & Gratuity).

The detailed offer letter with complete terms and conditions will be sent to your email address, prior to your onboarding.

We would like to inform that your offer is subject to successful completion of your current academic course prior to your onboarding date as well as satisfactory results of a reference and / or background check.

We enclose this letter in duplicate, and would be obliged if you kindly return to us the duplicate duly signed and dated by you as acceptance.

We trust this role within Novartis will go a long way in meeting your career aspirations.

Yours Sincerely,

For Novartis Healthcare Private Limited.

Authorized Signatory

For Novartis Healthcare Private Limited.

Human Resources

I SALONI HEMANI hereby accept and agree to this employment offer.

Signature: Saloni Hemani

Date: 22/11/16

Place: Hyderabad

NOVARTIS

Novartis Healthcare Private Limited.
Novartis Knowledge City
Salarpuria Sattva, Near Inorbit Mall
Hitech City, Serilingampally
Hyderabad – 500 081
Telangana,India

Phone: +91 40 6767 1000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Date:

C/O Training & Placement Office

IBS

Dear Shreya V Shirodkar,

Subject: Letter of Intent

We are delighted to inform you, our intention to offer you the position of **Clinical Supply Chain Analyst** in our **GDD-DSM** function. This position will be based at Novartis Healthcare Private Limited Hyderabad.

You will be offered a gross annual compensation of **INR 6,21,000.** The gross compensation includes Basic Salary, Flexible compensation Plan, Annual Incentive and Retirals (Provident Fund & Gratuity).

The detailed offer letter with complete terms and conditions will be sent to your email address, prior to your onboarding.

We would like to inform that your offer is subject to successful completion of your current academic course prior to your onboarding date as well as satisfactory results of a reference and / or background check.

We enclose this letter in duplicate, and would be obliged if you kindly return to us the duplicate duly signed and dated by you as acceptance.

We trust this role within Novartis will go a long way in meeting your career aspirations.

Yours Sincerely,

For Novartis Healthcare Private Limited.

Authorized Signatory

For Novartis Healthcare Private Limited.

Human Resources

I Shreya Shirodkar hereby accept and agree to this employment offer.

Signature: Shya

Date: 11/4/2017.

Place: Hyderabad.

11/4/17

NOVARTIS

Novartis Healthcare Private Limited.
Novartis Knowledge City
Salarpuria Sattva, Near Inorbit Mall
Hitech City, Serilingampally
Hyderabad – 500 081
Telangana,India

Phone: +91 40 6767 1000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Date:

C/O Training & Placement Office

IBS

Dear Srishti Dubey

Subject: Letter of Intent

We are delighted to inform you, our intention to offer you the position of **Clinical Supply Chain Analyst** in our **GDD-DSM** function. This position will be based at Novartis Healthcare Private Limited Hyderabad.

You will be offered a gross annual compensation of **INR 6,21,000.** The gross compensation includes Basic Salary, Flexible compensation Plan, Annual Incentive and Retirals (Provident Fund & Gratuity).

The detailed offer letter with complete terms and conditions will be sent to your email address, prior to your onboarding.

We would like to inform that your offer is subject to successful completion of your current academic course prior to your onboarding date as well as satisfactory results of a reference and / or background check.

We enclose this letter in duplicate, and would be obliged if you kindly return to us the duplicate duly signed and dated by you as acceptance.

We trust this role within Novartis will go a long way in meeting your career aspirations.

Yours Sincerely,

For Novartis Healthcare Private Limited.

Authorized Signatory

For Novartis Healthcare Private Limited.

Human Resources

I Srishti Dubey hereby accept and agree to this employment offer.

Signature: SDubey

Date: 11-04-2017

Place: Hyderabad

11/4/17

NOVARTIS

Novartis Healthcare Private Limited.
Novartis Knowledge City
Salarpuria Sattva, Near Inorbit Mall
Hitech City, Serilingampally
Hyderabad – 500 081
Telangana,India

Phone: +91 40 6767 1000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Date: 22nd November 2016

C/O Training & Placement Office

ICFAI Hyderabad

Dear SUMIT MONGIA.

Subject: Letter of Intent

We are delighted to inform you, our intention to offer you the position of **Financial Analyst** in our **Global BPA** function. This position will be based at Novartis Healthcare Private Limited Hyderabad.

You will be offered a gross annual compensation of **INR 6,21,000.** The gross compensation includes Basic Salary, Flexible compensation Plan, Annual Incentive and Retirals (Provident Fund & Gratuity).

The detailed offer letter with complete terms and conditions will be sent to your email address, prior to your onboarding.

We would like to inform that your offer is subject to successful completion of your current academic course prior to your onboarding date as well as satisfactory results of a reference and / or background check.

We enclose this letter in duplicate, and would be obliged if you kindly return to us the duplicate duly signed and dated by you as acceptance.

We trust this role within Novartis will go a long way in meeting your career aspirations.

Yours Sincerely,

For Novartis Healthcare Private Limited.

Authorized Signatory

For Novartis Healthcare Private Limited.

Human Resources

I _____ hereby accept and agree to this employment offer.

Signature: _____

Date: _____

Place: _____

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Navneet Aggarwal,
C/o IBS Business School, Hyderabad

Dear Navneet Aggarwal,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.
Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
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CONFIDENTIAL

Mr. Navneet Aggarwal,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

website www.nttdata.com/apac/ndfs **email** ndfs.contact@nttdata.com **telephone** +91 80 42100 400 **facsimile** +91 80 42100 327

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NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Ms. Nidhi Raithatha,
C/o IBS Business School, Hyderabad

Dear Nidhi Raithatha,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.
Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
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Ms. Nidhi Raithatha,
Business Analyst at **Grade 5**

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Karnataka, INDIA
CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Ms. Nikita Gupta,
C/o IBS Business School, Hyderabad

Dear Nikita Gupta,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
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Ms. Nikita Gupta,
Business Analyst at **Grade 5**

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l. Four recent passport size photographs
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n. Blood group details

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Congratulations and Confirmation mail -- Sayani Samaddar- Presales Executive - 20 March 2017

HR TEAM <hr@noviretechnologies.com> Thu, Mar 2, 2017 at 1:16 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>, smddr@gmail.com
Cc: Human Resource <hr@noviretechnologies.com>

Hi Sayani,

It has been a delight going through the selection process with you. Novire Technologies is pleased to offer you a job as **Presales Executive** for **Mumbai** location. Your appointment at Novire Technologies will be effective from **March 20,2017**.

Please find the details for your offer herewith.

CTC Offered:- **Rs 3,67,188/-** Per Annum . Please refer **Annexure II** of the enclosed offer letter for details.

Your date of joining will be **March 20,2017**.

Required your acceptance on the same via mail on and before **March 03, 2017.**

Feel free to contact us, if you have any concern regarding the same.

Warm Regards,

Neha R

AM, Human Resources

02241551045/7738843453

Novire Technologies Pvt-OFFER LETTER SAYANI SAMADDAR -DOJ 20-03-2017.pdf
368K

Date: March 2, 2017

Letter of Offer

Dear Ms.Sayani Samaddar

We are pleased to offer you the position of **PreSales Executive** in our organization.

Please find the details for your offer herewith.

CTC Offered:- Rs **3,67,188**/- Per Annum

Your date of joining will be 20th March 2017.

On joining, you will be subject to the employee policies and practices of Novire Technologies Private Limited. Also refer Annexure-I for the list of documents to be submitted before your joining.

You are required to join duties with effect from **March 20, 2017** at our **Head Office** for this offer to be valid.

Kindly report at the following address at 10.00 a.m. on your date of joining.
Novire Technologies Pvt Ltd Plot no.El-61, Ground Floor, Behind Nelco, MIDC Mahape, Navi Mumbai-400708.

Novire holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Novire at the earliest and wish you a successful career with us.

Thanking you,
Sincerely,
For Novire Technologies Pvt. Ltd.
Neha R
AM-Human Resources

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

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Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Subrata Das,
C/o IBS Business School, Hyderabad

Dear Subrata Das,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
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Karnataka, INDIA
CIN: U73100KA1995PTC018773

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Mr. Subrata Das,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
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e. Post Graduation Certificate
f. Any other additional qualification
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k. Passport copy with **ECNR cleared (Mandatory)**
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Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Dhruv Gupta,
C/o IBS Business School, Hyderabad

Dear Dhruv Gupta,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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Srinivas Ramchander Rao
Senior General Manager

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Signature:..... **Date:.....**

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NTT DATA
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CONFIDENTIAL

Mr. Dhruv Gupta,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

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website www.nttdata.com/apac/ndfs **email** ndfs.contact@nttdata.com **telephone** +91 80 42100 400 **facsimile** +91 80 42100 327

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CIN: U73100KA1995PTC018773

Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Kamal Kumar,
C/o IBS Business School, Hyderabad

Dear Kamal Kumar,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
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Karnataka, INDIA
CIN: U73100KA1995PTC018773

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Mr. Kamal Kumar,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

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Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Naman Doshi,
C/o IBS Business School, Hyderabad

Dear Naman Doshi,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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Senior General Manager

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Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
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CONFIDENTIAL

Mr. Naman Doshi,
Business Analyst at **Grade 5**

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Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Parantap Trivedi,
C/o IBS Business School, Hyderabad

Dear Parantap Trivedi,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA
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Karnataka, INDIA
CIN: U73100KA1995PTC018773

CONFIDENTIAL

Mr. Parantap Trivedi,
Business Analyst at **Grade 5**

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Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Prakhar Agrawal,
C/o IBS Business School, Hyderabad

Dear Prakhar Agrawal,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

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For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA
Global IT Innovator

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

CONFIDENTIAL

Mr. Prakhar Agrawal,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

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BRRao

NTT DATA
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Information Type: Confidential
Company: NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Information Owner: HRD

1st February 2017

Ref no: HR/Offer/2017

Mr. Aman Sagar,
C/o IBS Business School, Hyderabad

Dear Aman Sagar,

Subject: Offer Letter

We are pleased to give you offer for an appointment in NTT DATA FA Insurance Systems (India) Pvt. Ltd. As **"Business Analyst"** at **"Grade 5".**

Your 1st year fixed compensation will be **INR 450,000** and Variable component based on your performance. Your total compensation over 3 years including other benefits and Variable component can be **INR 16 Lakhs to INR 21.8 Lakhs** based on your performance. The compensation will be subject to a deduction of tax at source in accordance with the prevailing laws.

You will be on probation for 6 months and will be confirmed based on your performance. There will be no salary adjustments on confirmation. The Annual appraisal will be done in April every year and you will be receiving the salary adjustments based on your performance.

You are required to acknowledge acceptance of this offer for appointment by countersigning and returning a copy of this letter not later than one week from the date of this offer letter failing which, the offer stands withdrawn.

The Company will inform you on your date of joining in advance.
Upon joining you will be given a letter of appointment based on the appointment terms and conditions agreed with you and other service conditions.

You are required you serve the Company for a minimum period of 24 months from the date of your joining to the Company due to the development cost incurred by the company to develop your skills and capabilities to become productive to serve the needs of your employment.

Kindly note the list of documents you have to produce on the date of joining as mentioned in the annexure below.

For NTT DATA FA Insurance Systems (India) Private Limited

Srinivas Ramchander Rao
Senior General Manager

I agree and accept the employment on the terms and conditions mentioned in this letter.

Signature:..... **Date:.....**

NTT DATA FA Insurance Systems (India) Pvt. Ltd.
Ozone Manay Tech Park, B - Block, 3rd Floor
Garvebhavipalya, Hosur Road
Bangalore - 560068
Karnataka, INDIA
CIN: U73100KA1995PTC018773

NTT DATA
Global IT Innovator

CONFIDENTIAL

Mr. Aman Sagar,
Business Analyst at **Grade 5**

Congratulations *on your selection at NTT DATA FA Insurance Systems India (Private) Ltd. !*

On the day of joining kindly submit a copy & produce the following documents -

a. Birth Certificate
b. School leaving certificate
c. PUC/XII Standard Marks Card
d. Degree/Diploma Certificate
e. Post Graduation Certificate
f. Any other additional qualification
g. Your appointment letter with your current employer
h. Relieving letter from your current employer
i. Experience certificate/letter of your previous employment(s)
j. Your last drawn salary slip/last increment letter
k. Passport copy with **ECNR cleared (Mandatory)**
l. Four recent passport size photographs
m. Driving license copy
n. Blood group details

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Appointment as Managment Trainee

ALOKE GUPTA <alokegupta.oj@gmail.com> Fri, May 19, 2017 at 10:32 AM
To: himankchawla@gmail.com, utkarsh2508@gmail.com, debapriya.debbarman@gmail.com, ekatasamanta@ymail.com
Cc: M S Prasad <msprasad@ibsindia.org>

Dear Mr. Himank/ Mr. Utkarsh/ Mr. Debapriya/ Ms Ekata,

Welcome to Odd Jobs India Pvt. Ltd.

We are pleased to inform you that you have been selected as Management Trainees in the organization.

We are a small but fast growing organization. I am sure Your efforts will make this organization a better & bigger one.

You will be given a consolidated CTC of Rs. 4 Lacs per annum during this training period.

Offer Letter will be sent to your mailing address as given in the Resume.

Your date of joining will be Tuesday 6th of June, 2017.

Please come on that day with two Passport Size Photographs & Your Testimonials in original. (With one set of Xerox).

You can call me any time in case of any clarification is there.

Wishing you a successful & rewarding carrier in the organization.

Regards

Aloke Gupta

Managing Director

ODD JOBS INDIA PVT. LTD.

6-3-350, Road No.1, Banjara Hills, Nagarjuna Circle, Hyderabad - 500 034. India

Tel: (091) 40 3062 3232/4242/5252; Mob: 93913 92947

E Mail:alokegupta@oddjobsindia.com;info@oddjobsindia.com

ARMSTRONG| DUPONT | PHILIPS | GEZE | GYPSUM | HAFELE | HUNTER DOUGLAS |SCA - TORK I OWENS CORNING I 3M

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Appointment as Management Trainee

ALOKE GUPTA <alokegupta.oj@gmail.com> Mon, May 29, 2017 at 11:33 AM
To: tusar154.panda@gmail.com
Cc: M S Prasad <msprasad@ibsindia.org>

Dear Mr. Tusar,

Welcome to Odd Jobs India Pvt. Ltd.

We are pleased to inform you that you have been selected as Management Trainees in the organization.

We are a small but fast growing organization. I am sure Your efforts will make this organization a better & bigger one.

You will be given a consolidated CTC of Rs. 4 Lacs per annum during this training period.

Offer Letter will be sent to your mailing address as given in the Resume.

Your date of joining will be Tuesday 6th of June, 2017. (We had discussed 7th but others are joining on 6th. Try to make it on 6th, otherwise till 8th is also OK.)

Please come on that day with two Passport Size Photographs & Your Testimonials in original. (With one set of Xerox).

You can call me any time in case of any clarification is there.

Wishing you a successful & rewarding carrier in the organization.

Regards

Aloke Gupta

Managing Director

ODD JOBS INDIA PVT. LTD.

6-3-350, Road No.1, Banjara Hills, Nagarjuna Circle, Hyderabad - 500 034. India

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E Mail:alokegupta@oddjobsindia.com;info@oddjobsindia.com

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IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Appointment as Managment Trainee

ALOKE GUPTA <alokegupta.oj@gmail.com> Fri, May 19, 2017 at 10:32 AM
To: himankchawla@gmail.com, utkarsh2508@gmail.com, debapriya.debbarman@gmail.com, ekatasamanta@ymail.com
Cc: M S Prasad <msprasad@ibsindia.org>

Dear Mr. Himank/ Mr. Utkarsh/ Mr. Debapriya/ Ms Ekata,

Welcome to Odd Jobs India Pvt. Ltd.

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We are a small but fast growing organization. I am sure Your efforts will make this organization a better & bigger one.

You will be given a consolidated CTC of Rs. 4 Lacs per annum during this training period.

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Regards

Aloke Gupta

Managing Director

ODD JOBS INDIA PVT. LTD.

6-3-350, Road No.1, Banjara Hills, Nagarjuna Circle, Hyderabad - 500 034. India

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IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Appointment as Managment Trainee

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To: himankchawla@gmail.com, utkarsh2508@gmail.com, debapriya.debbarman@gmail.com, ekatasamanta@ymail.com
Cc: M S Prasad <msprasad@ibsindia.org>

Dear Mr. Himank/ Mr. Utkarsh/ Mr. Debapriya/ Ms Ekata,

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You can call me any time in case of any clarification is there.

Wishing you a successful & rewarding carrier in the organization.

Regards

Aloke Gupta

Managing Director

ODD JOBS INDIA PVT. LTD.

6-3-350, Road No.1, Banjara Hills, Nagarjuna Circle, Hyderabad - 500 034. India

Tel: (091) 40 3062 3232/4242/5252; Mob: 93913 92947

E Mail:alokegupta@oddjobsindia.com;info@oddjobsindia.com

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IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Appointment as Managment Trainee

ALOKE GUPTA <alokegupta.oj@gmail.com> Fri, May 19, 2017 at 10:32 AM
To: himankchawla@gmail.com, utkarsh2508@gmail.com, debapriya.debbarman@gmail.com, ekatasamanta@ymail.com
Cc: M S Prasad <msprasad@ibsindia.org>

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Regards

Aloke Gupta

Managing Director

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6-3-350, Road No.1, Banjara Hills, Nagarjuna Circle, Hyderabad - 500 034. India

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ARMSTRONG| DUPONT | PHILIPS | GEZE | GYPSUM | HAFELE | HUNTER DOUGLAS |SCA - TORK I OWENS CORNING I 3M

---------- Forwarded message ----------
From: **Ashna Thakur** <ashna.thakur@oyorooms.com>
Date: Tue, Apr 25, 2017 at 1:28 PM
Subject: Offer Letter | OYO Rooms |Sales Manager | Mysore
To: prakhisharma@gmail.com, sahil00899@gmail.com, sharmanandita12@gmail.com
Cc: rajkishore@ibsindia.org, Shasank Jain <shasankjain@outlook.com>, Satyajeet Mahabir Prasad <satyajeet.prasad@oyorooms.com>, Prasun Choudhary <prasun@oyorooms.com>, Nitasha Sharma <nitasha.sharma@oyorooms.com>, Arun Kumar <arun.g@oyorooms.com>

Dear Prakhar/Sahil/Nandita,

We are gladly extending you all an offer to join OYO Rooms for the position of Sales Manager . Please find the attached copy of offer letters with this mail.

You would be required to join us on or before 2- 05 - 2017.

You are required to bring in a photocopy of the following documents at the time of joining:

1. 3 photographs
2. Copy of Updated CV.
3. PAN Card Copy.
4. Photo ID Proof.
5. Education Certificate(s).
6. Experience Letter/ Relieving Letter(if worked before OYO).
7. Three Salary Slip from previous employer(if worked before OYO).
8. Bank Account Details.(Cancelled Cheque)

Please reply back to this mail with the confirmation within 24 hours of receiving it.

Looking forward to work with you!

Ashna Thakur

Human Resources,

OYO Rooms

Phone: 7349405777
Website: http://www.oyorooms.com/
Address: #55, Double Road, Near ESI Hospital, Bangalore – 560038.

Date: 25th April,17

PERSONAL & CONFIDENTIAL

Dear Sahil Khurana,

We are pleased to extend you an offer to join OYO Rooms as **Sales Manager.**

This letter will memorialize the terms of your employment by OYO Rooms. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 2nd May,17 or earlier

Leave and Working Hours: You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 120 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

Non –Compete: You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Probation, Confirmation & Termination: a) you will be on probation for a period of 120 calendar days from the date of your appointment, where after, post completion of 120 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you 30 calendar days' notice or salary in lieu thereof. You are also bound to provide the company with 30 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

Confidentiality & Non Complete and Non Solicitation: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

Term: The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

Salary: Your salary details are attached in Annexure A & B.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Please send us a scan copy by email duly signed and accepted by you as a token of acceptance within 24 hours of receipt of this offer.
Sincerely,

Authorized Signatory Sahil Khurana

EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and Oravel Stays Private Limited may from time to time give such directions and orders as.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Sahil Khurana

Annexure A

Name	Sahil Khurana	
Designation	Sales Manager	
Deaprtment	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	210,000	17,500
HRA	105,000	8,750
Transport allowance	48,000	4,000
Statutory Bonus	17,493	1,458
Flexible compensation	64,554	5,380
VARIABLE		
Performance Linked Incentive	120,000	
RETIRALS		
Employer contribution to PF	21,600	1,800
Gratuity	10,353	863
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**600,000**	**40,001**

Note :-

*Net CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure B.

Authorized Signatory **Sahil Khurana**

OYO ROOMS

Annexure B

Basic	*Paid monthly and taxable*
HRA	*Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy*
Transport allowance	*Paid monthly capped at INR 4000 per month out of which INR 1600 per month is exempted from Income Tax - remaining is taxable*
Statutory Bonus	*Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exists. This will be paid monthly and is exempt from tax.*
Flexible compensation	
Leave Travel Allowance (LTA)	*You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Need to be claimed through Zeta*
Telephone Allowance	*You can opt for telephone allowance to reduce tax deduction from your salary* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Meal Allowance	*You can opt for Meal Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Medical Allowance	*You can opt for Medical Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Variable Compensation	
Performance Linked Incentive	*Paid monthly and taxable; it is based on defined metrics if performance is higher the earning potential is unlimited.*
Retirals	
Provident Fund	*Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution* *Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.*
Gratuity	*It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.*
Benefits	
Medical Insurance	*Will include the premium as part of CTC. Coverage of 3 Lakhs for self and immediate family*
Group Life and Personal Accident Insurance	*Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.*

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961

2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring all the documents on the date of Joining.

1. Copy of Updated CV. (1 copy)
2. PAN Card Copy. (2 copies)
3. Permanent Address Proof. (2 copies)
4. Current Address Proof. (1 copy)
5. High School mark sheet and pass certificate. (1 copy each)
6. Senior Secondary mark sheet and pass certificate. (1 copy each)
7. Graduation all year marksheets and degree copy. (2 copies each)
8. Post-Graduation all year marksheets and degree copy. (2 copies each)
9. Last company's Appointment/Offer letter copy. (2 copies)
10. Last company's increment letter copy. (2 copies)
11. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved). (2 copies)
12. Three Salary Slip from previous employer. (2 copies each)
13. Bank Account Details.(Cancelled Cheque)
14. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thank You

Team HR @ OYO

Odessa Technologies®

24th October, 2016

OFFER LETTER

Dear Shivangi Sodhi,

On behalf of Odessa Solutions Private Limited ("Odessa / the Company"), I want to thank you for your interest and the time you have devoted to assessing your career opportunities with Odessa. We are impressed with your accomplishments and believe that you have the requisite skills to be a successful addition to the Company.

In this regard, I am pleased to offer you the opportunity to join Odessa in the capacity of a 'Level 1' employee designated as **Associate Business Analyst**. You are required to join office not later than **1st March 2017.** Your employment with Odessa will commence from the Date of Joining and is subject to completion of all joining formalities.

You will be on probation for a period of 6 months. We will do a performance assessment of your work for the previous 6 months, post which your employment will be confirmed.

We believe this is an excellent career opportunity for you and that we can offer you the challenges needed to grow professionally. The terms and conditions of this offer will be set forth in the Employee Agreement you will be expected to sign when you begin work. Briefly these include:

Compensation:

Your annual compensation (cost to company) will be INR **7,50,000.**

Your compensation in succeeding years will be considered for upward adjustment as part of our normal performance review process.

Leave Entitlement:

Your leave entitlement will be governed by company leave policy in existence. Additionally you will be granted 12 public holidays as set forth by the company at the beginning of the calendar year.

Odessa Technologies®

Employment Agreement:

The terms of your employment are covered by the Odessa Solutions Private Limited in the Employment Agreement document. You must sign the Employment Agreement on the Date of Joining, pursuant to which your employment with the Company becomes effective. Till such time as the Employment Agreement is fully signed by you with Odessa, no relationship (employment, contractual or otherwise) will exist between the parties.

Contingency Matters:

This offer and your association with the Company are contingent upon the following:

- Return of the signed copy of this letter of offer, indicating your acceptance of this offer
- Return of the signed Employment Agreement;
- Successful completion of any professional reference/background inquiries that the Company may require; for this purpose we may contact those individual or entities listed on your resume. In the event the Company is not satisfied with the results of any such inquiries, the Company is entitled to withdraw this offer and/or to terminate your employment forthwith.
- You providing various documents as detailed in Annexure 'A' hereto for our records on or before the Date of Joining.

It may be noted that the Company reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you.

Please return the signed and dated copy of this document to the HR Department .The original document is for your reference.

Sincerely,

Narmada Lakshmanan

Sr. Manager - HR
Odessa Solutions Private Limited

Acknowledged and agreed:

Name of employee
Date: 24-10-2016

Odessa Technologies®

Annexure A

List of documents to be submitted on the Date of Joining
Please bring along the originals for verification

1. All education certificates and mark sheets (X/XII/Graduation/Post Graduation/Diploma)
2. Relieving letter from most recent employer or unconditional acceptance of your resignation from most recent employer
3. Copy of a valid photo ID (e.g. PAN Card/Driver's License/ Passport)
4. 3 passport size photographs
5. PAN Card
6. UAN details

Odessa Technologies®

Below is your compensation structure with reference to your employment agreement:

Basic Salary (per annum) 30% of CTC	2,25,000
HRA	90,000
Conveyance	19,200
Allowance for encouraging academic, research and other professional pursuits (5% of basic)	11,250
Special allowance / available for Flexible Benefit Plan (FBP)	3,24,728
Medical Reimbursement	15,000
PF 24 % (optional)	54,000
Gratuity	10,822
Total CTC	**7,50,000**

Note: The Employer contribution for PF will be part of your CTC in case you are opting for PF.

You are free to allocate your Flexible Benefits Plan's amount among the following allowances and reimbursements subject to the given limitations. You can allocate FBP by declaring in the specified declaration format.

Options Available	Limit	Income Tax benefit
Allowances		
Leave Travel Assistance (LTA)	Maximum up to 5% of CTC - Payable against claim	Exempt 2 trips in a Block of 4 years
Lunch Allowance (Sodexho Food Coupons)	Minimum 500 and Maximum 2500/- p.m (Multiples of 500)	Exempt (no bills required)
Children Education Allowance	100 per month/per child (Max for 2 child)	Exempt (no bills required)

Date: 7th April,17

PERSONAL & CONFIDENTIAL

Dear Shubham Bhateja

We are pleased to extend you an offer to join OYO Rooms as **Sales Manager**

This letter will memorialize the terms of your employment by OYO Rooms. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 17th April,17 or earlier

Leave and Working Hours: You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 120 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

Non –Compete: You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Probation, Confirmation & Termination: a) you will be on probation for a period of 120 calendar days from the date of your appointment, where after, post completion of 120 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you 30 calendar days' notice or salary in lieu thereof. You are also bound to provide the company with 30 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

Confidentiality & Non Complete and Non Solicitation: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

Term: The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

Salary: Your salary details are attached in Annexure A & B.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Please send us a scan copy by email duly signed and accepted by you as a token of acceptance within 24 hours of receipt of this offer.
Sincerely,

Authorized Signatory Shubham Bhateja

EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and Oravel Stays Private Limited may from time to time give such directions and orders as.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Shubham Bhateja

Annexure A

Name of the Candidate	Shubham Bhateja	
Department	Sales	
Designation	Sales Manager	
CTC	**600,000**	
Components		**Monthly**
FIXED		
Basic	210,000	17,500
HRA	105,000	8,750
Transport allowance	48,000	4,000
Statutory Bonus	17,493	1,458
Flexible compensation	64,554	5,380
VARIABLE		
Performance Linked Incentive	120,000	
RETIRALS		
Employer contribution to PF	21,600	1,800
Gratuity	10,353	863
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**600,000**	**40,001**

Annexure B

Basic	*Paid monthly and taxable*
HRA	*Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy*
Transport allowance	*Paid monthly capped at INR 4000 per month out of which INR 1600 per month is exempted from Income Tax - remaining is taxable*
Statutory Bonus	*Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.*
Flexible compensation	
Leave Travel Allowance (LTA)	*You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Need to be claimed through Zeta*
Telephone Allowance	*You can opt for telephone allowance to reduce tax deduction from your salary* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Meal Allowance	*You can opt for Meal Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Medical Allowance	*You can opt for Medical Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Variable Compensation	
Performance Linked Incentive	*Paid monthly and taxable; it is based on defined metrics if performance is higher the earning potential is unlimited.*
Retirals	
Provident Fund	*Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution* *Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.*
Gratuity	*It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.*
Benefits	
Medical Insurance	*Wil include the premium as part of CTC. Coverage of 3 Lakhs for self and immediate family*
Group Life and Personal Accident Insurance	*Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.*

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961

2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring all the documents on the date of Joining.

1. Copy of Updated CV. (1 copy)
2. PAN Card Copy. (2 copies)
3. Permanent Address Proof. (2 copies)
4. Current Address Proof. (1 copy)
5. High School mark sheet and pass certificate. (1 copy each)
6. Senior Secondary mark sheet and pass certificate. (1 copy each)
7. Graduation all year marksheets and degree copy. (2 copies each)
8. Post-Graduation all year marksheets and degree copy. (2 copies each)
9. Last company's Appointment/Offer letter copy. (2 copies)
10. Last company's increment letter copy. (2 copies)
11. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved). (2 copies)
12. Three Salary Slip from previous employer. (2 copies each)
13. Bank Account Details.(Cancelled Cheque)
14. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Please report as below on joining day:

Please report as below on joining day:

Venue - Oyo Rooms, 55 Double Road, Indira Nagar, Bangalore – 560038.

Land Mark: Opp Jive Pub, Near ESI Hospital

10:00 AM

Thank You

Team HR @ OYO

Date: 7th April,17

PERSONAL & CONFIDENTIAL

Dear Nishanth Nath

We are pleased to extend you an offer to join OYO Rooms as **Sales Manager**

This letter will memorialize the terms of your employment by OYO Rooms. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 17th April,17 or earlier

Leave and Working Hours: You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 120 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

Non –Compete: You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Probation, Confirmation & Termination: a) you will be on probation for a period of 120 calendar days from the date of your appointment, where after, post completion of 120 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you 30 calendar days' notice or salary in lieu thereof. You are also bound to provide the company with 30 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

Confidentiality & Non Complete and Non Solicitation: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

Term: The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

Salary: Your salary details are attached in Annexure A & B.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Please send us a scan copy by email duly signed and accepted by you as a token of acceptance within 24 hours of receipt of this offer.
Sincerely,

Authorized Signatory Nishanth Nath

EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and Oravel Stays Private Limited may from time to time give such directions and orders as.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Nishanth Nath

Annexure A

Name of the Candidate	Nishant Nath	
Department	Sales	
Designation	Sales Manager	
CTC	**600,000**	
Components		**Monthly**
FIXED		
Basic	210,000	17,500
HRA	105,000	8,750
Transport allowance	48,000	4,000
Statutory Bonus	17,493	1,458
Flexible compensation	64,554	5,380
VARIABLE		
Performance Linked Incentive	120,000	
RETIRALS		
Employer contribution to PF	21,600	1,800
Gratuity	10,353	863
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**600,000**	**40,001**

Annexure B

Basic	*Paid monthly and taxable*
HRA	*Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy*
Transport allowance	*Paid monthly capped at INR 4000 per month out of which INR 1600 per month is exempted from Income Tax - remaining is taxable*
Statutory Bonus	*Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.*
Flexible compensation	
Leave Travel Allowance (LTA)	*You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Need to be claimed through Zeta*
Telephone Allowance	*You can opt for telephone allowance to reduce tax deduction from your salary* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Meal Allowance	*You can opt for Meal Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Medical Allowance	*You can opt for Medical Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Variable Compensation	
Performance Linked Incentive	*Paid monthly and taxable; it is based on defined metrics if performance is higher the earning potential is unlimited.*
Retirals	
Provident Fund	*Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution* *Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.*
Gratuity	*It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.*
Benefits	
Medical Insurance	*Wil include the premium as part of CTC. Coverage of 3 Lakhs for self and immediate family*
Group Life and Personal Accident Insurance	*Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.*

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961

2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring all the documents on the date of Joining.

1. Copy of Updated CV. (1 copy)
2. PAN Card Copy. (2 copies)
3. Permanent Address Proof. (2 copies)
4. Current Address Proof. (1 copy)
5. High School mark sheet and pass certificate. (1 copy each)
6. Senior Secondary mark sheet and pass certificate. (1 copy each)
7. Graduation all year marksheets and degree copy. (2 copies each)
8. Post-Graduation all year marksheets and degree copy. (2 copies each)
9. Last company's Appointment/Offer letter copy. (2 copies)
10. Last company's increment letter copy. (2 copies)
11. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved). (2 copies)
12. Three Salary Slip from previous employer. (2 copies each)
13. Bank Account Details.(Cancelled Cheque)
14. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Please report as below on joining day:

Please report as below on joining day:

Venue - Oyo Rooms, 55 Double Road, Indira Nagar, Bangalore – 560038.

Land Mark: Opp Jive Pub, Near ESI Hospital

10:00 AM

Thank You

Team HR @ OYO

---------- Forwarded message ----------
From: **Ashna Thakur** <ashna.thakur@oyorooms.com>
Date: Tue, Apr 25, 2017 at 1:28 PM
Subject: Offer Letter | OYO Rooms |Sales Manager | Mysore
To: prakhisharma@gmail.com, sahil00899@gmail.com, sharmanandita12@gmail.com
Cc: rajkishore@ibsindia.org, Shasank Jain <shasankjain@outlook.com>, Satyajeet Mahabir Prasad <satyajeet.prasad@oyorooms.com>, Prasun Choudhary <prasun@oyorooms.com>, Nitasha Sharma <nitasha.sharma@oyorooms.com>, Arun Kumar <arun.g@oyorooms.com>

Dear Prakhar/Sahil/Nandita,

We are gladly extending you all an offer to join OYO Rooms for the position of Sales Manager . Please find the attached copy of offer letters with this mail.

You would be required to join us on or before 2- 05 - 2017.

You are required to bring in a photocopy of the following documents at the time of joining:

1. 3 photographs
2. Copy of Updated CV.
3. PAN Card Copy.
4. Photo ID Proof.
5. Education Certificate(s).
6. Experience Letter/ Relieving Letter(if worked before OYO).
7. Three Salary Slip from previous employer(if worked before OYO).
8. Bank Account Details.(Cancelled Cheque)

Please reply back to this mail with the confirmation within 24 hours of receiving it.

Looking forward to work with you!

Ashna Thakur

Human Resources,

OYO Rooms

Phone: 7349405777
Website: http://www.oyorooms.com/
Address: #55, Double Road, Near ESI Hospital, Bangalore – 560038.

Date: 25th April,17

PERSONAL & CONFIDENTIAL

Dear Prakhar Sharma,

We are pleased to extend you an offer to join OYO Rooms as **Sales Manager.**

This letter will memorialize the terms of your employment by OYO Rooms. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 2nd May,17 or earlier

Leave and Working Hours: You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 120 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

Non –Compete: You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Probation, Confirmation & Termination: a) you will be on probation for a period of 120 calendar days from the date of your appointment, where after, post completion of 120 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you 30 calendar days' notice or salary in lieu thereof. You are also bound to provide the company with 30 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

Confidentiality & Non Complete and Non Solicitation: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

Term: The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

Salary: Your salary details are attached in Annexure A & B.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Please send us a scan copy by email duly signed and accepted by you as a token of acceptance within 24 hours of receipt of this offer.
Sincerely,

Authorized Signatory Prakhar Sharma

EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and Oravel Stays Private Limited may from time to time give such directions and orders as.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Prakhar Sharma

Annexure A

Name	Prakhar Sharma	
Designation	Sales Manager	
Deaprtment	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	210,000	17,500
HRA	105,000	8,750
Transport allowance	48,000	4,000
Statutory Bonus	17,493	1,458
Flexible compensation	64,554	5,380
VARIABLE		
Performance Linked Incentive	120,000	
RETIRALS		
Employer contribution to PF	21,600	1,800
Gratuity	10,353	863
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**600,000**	**40,001**

Note :-

*Net CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure B.

Authorized Signatory **Prakhar Sharma**

OYO ROOMS

Annexure B

Basic	*Paid monthly and taxable*
HRA	*Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy*
Transport allowance	*Paid monthly capped at INR 4000 per month out of which INR 1600 per month is exempted from Income Tax - remaining is taxable*
Statutory Bonus	*Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exists. This will be paid monthly and is exempt from tax.*
Flexible compensation	
Leave Travel Allowance (LTA)	*You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Need to be claimed through Zeta*
Telephone Allowance	*You can opt for telephone allowance to reduce tax deduction from your salary* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Meal Allowance	*You can opt for Meal Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Medical Allowance	*You can opt for Medical Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Variable Compensation	
Performance Linked Incentive	*Paid monthly and taxable; it is based on defined metrics if performance is higher the earning potential is unlimited.*
Retirals	
Provident Fund	*Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution* *Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.*
Gratuity	*It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.*
Benefits	
Medical Insurance	*Will include the premium as part of CTC. Coverage of 3 Lakhs for self and immediate family*
Group Life and Personal Accident Insurance	*Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.*

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961

2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring all the documents on the date of Joining.

1. Copy of Updated CV. (1 copy)
2. PAN Card Copy. (2 copies)
3. Permanent Address Proof. (2 copies)
4. Current Address Proof. (1 copy)
5. High School mark sheet and pass certificate. (1 copy each)
6. Senior Secondary mark sheet and pass certificate. (1 copy each)
7. Graduation all year marksheets and degree copy. (2 copies each)
8. Post-Graduation all year marksheets and degree copy. (2 copies each)
9. Last company's Appointment/Offer letter copy. (2 copies)
10. Last company's increment letter copy. (2 copies)
11. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved). (2 copies)
12. Three Salary Slip from previous employer. (2 copies each)
13. Bank Account Details.(Cancelled Cheque)
14. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thank You

Team HR @ OYO

---------- Forwarded message ----------
From: **Ashna Thakur** <ashna.thakur@oyorooms.com>
Date: Tue, Apr 25, 2017 at 1:28 PM
Subject: Offer Letter | OYO Rooms |Sales Manager | Mysore
To: prakhisharma@gmail.com, sahil00899@gmail.com, sharmanandita12@gmail.com
Cc: rajkishore@ibsindia.org, Shasank Jain <shasankjain@outlook.com>, Satyajeet Mahabir Prasad <satyajeet.prasad@oyorooms.com>, Prasun Choudhary <prasun@oyorooms.com>, Nitasha Sharma <nitasha.sharma@oyorooms.com>, Arun Kumar <arun.g@oyorooms.com>

Dear Prakhar/Sahil/Nandita,

We are gladly extending you all an offer to join OYO Rooms for the position of Sales Manager . Please find the attached copy of offer letters with this mail.

You would be required to join us on or before 2- 05 - 2017.

You are required to bring in a photocopy of the following documents at the time of joining:

1. 3 photographs
2. Copy of Updated CV.
3. PAN Card Copy.
4. Photo ID Proof.
5. Education Certificate(s).
6. Experience Letter/ Relieving Letter(if worked before OYO).
7. Three Salary Slip from previous employer(if worked before OYO).
8. Bank Account Details.(Cancelled Cheque)

Please reply back to this mail with the confirmation within 24 hours of receiving it.

Looking forward to work with you!

Ashna Thakur

Human Resources,

OYO Rooms

Phone: 7349405777
Website: http://www.oyorooms.com/
Address: #55, Double Road, Near ESI Hospital, Bangalore – 560038.

Date: 25th April,17

PERSONAL & CONFIDENTIAL

Dear Nandita Sharma,

We are pleased to extend you an offer to join OYO Rooms as **Sales Manager.**

This letter will memorialize the terms of your employment by OYO Rooms. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 2nd May,17 or earlier

Leave and Working Hours: You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 120 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

Non –Compete: You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Probation, Confirmation & Termination: a) you will be on probation for a period of 120 calendar days from the date of your appointment, where after, post completion of 120 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you 30 calendar days' notice or salary in lieu thereof. You are also bound to provide the company with 30 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

Confidentiality & Non Complete and Non Solicitation: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

Term: The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

Salary: Your salary details are attached in Annexure A & B.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Please send us a scan copy by email duly signed and accepted by you as a token of acceptance within 24 hours of receipt of this offer.
Sincerely,

Authorized Signatory Nandita Sharma

EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and Oravel Stays Private Limited may from time to time give such directions and orders as.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Nandita Sharma

Annexure A

Name	Nandita Sharma	
Designation	Sales Manager	
Deaprtment	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	210,000	17,500
HRA	105,000	8,750
Transport allowance	48,000	4,000
Statutory Bonus	17,493	1,458
Flexible compensation	64,554	5,380
VARIABLE		
Performance Linked Incentive	120,000	
RETIRALS		
Employer contribution to PF	21,600	1,800
Gratuity	10,353	863
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**600,000**	**40,001**

Note :-

*Net CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure B.

Authorized Signatory **Nandita Sharma**

OYO ROOMS

Annexure B

Basic	*Paid monthly and taxable*
HRA	*Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy*
Transport allowance	*Paid monthly capped at INR 4000 per month out of which INR 1600 per month is exempted from Income Tax - remaining is taxable*
Statutory Bonus	*Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exists. This will be paid monthly and is exempt from tax.*
Flexible compensation	
Leave Travel Allowance (LTA)	*You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Need to be claimed through Zeta*
Telephone Allowance	*You can opt for telephone allowance to reduce tax deduction from your salary* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Meal Allowance	*You can opt for Meal Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Medical Allowance	*You can opt for Medical Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Variable Compensation	
Performance Linked Incentive	*Paid monthly and taxable; it is based on defined metrics if performance is higher the earning potential is unlimited.*
Retirals	
Provident Fund	*Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution* *Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.*
Gratuity	*It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.*
Benefits	
Medical Insurance	*Will include the premium as part of CTC. Coverage of 3 Lakhs for self and immediate family*
Group Life and Personal Accident Insurance	*Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.*

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961

2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring all the documents on the date of Joining.

1. Copy of Updated CV. (1 copy)
2. PAN Card Copy. (2 copies)
3. Permanent Address Proof. (2 copies)
4. Current Address Proof. (1 copy)
5. High School mark sheet and pass certificate. (1 copy each)
6. Senior Secondary mark sheet and pass certificate. (1 copy each)
7. Graduation all year marksheets and degree copy. (2 copies each)
8. Post-Graduation all year marksheets and degree copy. (2 copies each)
9. Last company's Appointment/Offer letter copy. (2 copies)
10. Last company's increment letter copy. (2 copies)
11. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved). (2 copies)
12. Three Salary Slip from previous employer. (2 copies each)
13. Bank Account Details.(Cancelled Cheque)
14. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thank You

Team HR @ OYO

Date: 7th April,17

PERSONAL & CONFIDENTIAL

Dear Aditya

We are pleased to extend you an offer to join OYO Rooms as **Sales Manager**

This letter will memorialize the terms of your employment by OYO Rooms. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 17th April,17 or earlier

Leave and Working Hours: You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 120 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

Non –Compete: You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Probation, Confirmation & Termination: a) you will be on probation for a period of 120 calendar days from the date of your appointment, where after, post completion of 120 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you 30 calendar days' notice or salary in lieu thereof. You are also bound to provide the company with 30 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

Confidentiality & Non Complete and Non Solicitation: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

Term: The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

Salary: Your salary details are attached in Annexure A & B.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Please send us a scan copy by email duly signed and accepted by you as a token of acceptance within 24 hours of receipt of this offer.
Sincerely,

Authorized Signatory Aditya

EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and Oravel Stays Private Limited may from time to time give such directions and orders as.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Aditya

Annexure A

Name of the Candidate	Aditya	
Department	Sales	
Designation	Sales Manager	
CTC	**600,000**	
Components		**Monthly**
FIXED		
Basic	210,000	17,500
HRA	105,000	8,750
Transport allowance	48,000	4,000
Statutory Bonus	17,493	1,458
Flexible compensation	64,554	5,380
VARIABLE		
Performance Linked Incentive	120,000	
RETIRALS		
Employer contribution to PF	21,600	1,800
Gratuity	10,353	863
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**600,000**	**40,001**

Annexure B

Basic	*Paid monthly and taxable*
HRA	*Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy*
Transport allowance	*Paid monthly capped at INR 4000 per month out of which INR 1600 per month is exempted from Income Tax - remaining is taxable*
Statutory Bonus	*Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.*
Flexible compensation	
Leave Travel Allowance (LTA)	*You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis.* *Need to be claimed through Zeta*
Telephone Allowance	*You can opt for telephone allowance to reduce tax deduction from your salary* *Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Meal Allowance	*You can opt for Meal Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Medical Allowance	*You can opt for Medical Allowance to reduce tax deduction from your salary.* *Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy.* *Need to be claimed through Zeta*
Variable Compensation	
Performance Linked Incentive	*Paid monthly and taxable; it is based on defined metrics if performance is higher the earning potential is unlimited.*
Retirals	
Provident Fund	*Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution* *Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.*
Gratuity	*It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.*
Benefits	
Medical Insurance	*Wil include the premium as part of CTC. Coverage of 3 Lakhs for self and immediate family*
Group Life and Personal Accident Insurance	*Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.*

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961

2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring all the documents on the date of Joining.

1. Copy of Updated CV. (1 copy)
2. PAN Card Copy. (2 copies)
3. Permanent Address Proof. (2 copies)
4. Current Address Proof. (1 copy)
5. High School mark sheet and pass certificate. (1 copy each)
6. Senior Secondary mark sheet and pass certificate. (1 copy each)
7. Graduation all year marksheets and degree copy. (2 copies each)
8. Post-Graduation all year marksheets and degree copy. (2 copies each)
9. Last company's Appointment/Offer letter copy. (2 copies)
10. Last company's increment letter copy. (2 copies)
11. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved). (2 copies)
12. Three Salary Slip from previous employer. (2 copies each)
13. Bank Account Details.(Cancelled Cheque)
14. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Please report as below on joining day:

Please report as below on joining day:

Venue - Oyo Rooms, 55 Double Road, Indira Nagar, Bangalore – 560038.

Land Mark: Opp Jive Pub, Near ESI Hospital

10:00 AM

Thank You

Team HR @ OYO

CK BIRLA GROUP | ORIENT CEMENT

Date: 24/12/2016

Mr. Sagar Dhaul
House No. 293, Brindaban Compound,
Railway Road,
Ghaziabad,
Uttar Pradesh - 201001.

OFFER FOR EMPLOYMENT

Dear Sagar Dhaul ,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as Management Trainee. This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of June 2017 (tentatively). On your first day of employment, you will need to report at 10:00 am at ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only). Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations.

4. Your location of posting will be communicated to you in due time . However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of One (1) year.

7. For separation during the service period, either party may give notice of separation of employment at any time, subject to three (3) months notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's basic salary in lieu thereof.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during

Orient Cement Limited
#5-9-22/57/D, 2nd, 3rd & 4th Floor, GP Birla Centre, Adarsh Nagar, Hyderabad 500063, Telangana.
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Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:
    a) True copies of educational certificates along with originals.
    b) Proof of Date of Birth and PAN Card / Aadhar Card
    c) Relieving and Experience Letter from your present and past employer (if applicable)
    d) Two recent pass-port size photographs.

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions within 3 days of issue of the offer letter. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,
For ORIENT CEMENT LIMITED

N S SRINIVAS
VICE PRESIDENT – HUMAN RESOURCES

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Annexure – A

Name:	SAGAR DHAUL	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2017	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	18333	220000
House Rent Allowance (HRA)	7333	88000
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	9908	118896
Sub Total (A)	**41225**	**494696**
Statutory Benefits (B)		
P.F (Employer Contribution)	2200	26400
Gratuity	881	10572
Sub Total (B)	**3081**	**36972**
Reimbursement ('C)		
L.T.A	1528	18333
Sub Total (C')	**1528**	**18333**
Total (A+B+C)	**45833**	**550001**

N. S. Srinivas
Vice President – Human Resources

Date: 24/12/2016

Mr. Namit Jain
101, Khedapati Apartment,
Mari Mata Road, Phool Bag,
Gird, Gwalior,
Madhya Pradesh - 474002.

OFFER FOR EMPLOYMENT

Dear Namit Jain ,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as Management Trainee. This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of June 2017 (tentatively). On your first day of employment, you will need to report at 10:00 am at ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only). Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations.

4. Your location of posting will be communicated to you in due time . However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of One (1) year.

7. For separation during the service period, either party may give notice of separation of employment at any time, subject to three (3) months notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's basic salary in lieu thereof.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during

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the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:
    a) True copies of educational certificates along with originals.
    b) Proof of Date of Birth and PAN Card / Aadhar Card
    c) Relieving and Experience Letter from your present and past employer (if applicable)
    d) Two recent pass-port size photographs.

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions within 3 days of issue of the offer letter. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,
For ORIENT CEMENT LIMITED

N S SRINIVAS
VICE PRESIDENT – HUMAN RESOURCES

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Annexure – A

Name:	NAMIT JAIN	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2017	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	18333	220000
House Rent Allowance (HRA)	7333	88000
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	9908	118896
Sub Total (A)	**41225**	**494696**
Statutory Benefits (B)		
P.F (Employer Contribution)	2200	26400
Gratuity	881	10572
Sub Total (B)	**3081**	**36972**
Reimbursement ('C)		
L.T.A	1528	18333
Sub Total (C')	**1528**	**18333**
Total (A+B+C)	**45833**	**550001**

N. S. Srinivas
Vice President – Human Resources

CK BIRLA GROUP | ORIENT CEMENT

Date: 24/12/2016

Mr. Prashant Rishivanshi
6/75, Vineet Khand,
Gomti Nagar,
Lucknow,
Uttar Pradesh - 226010..

OFFER FOR EMPLOYMENT

Dear Prashant Rishivanshi ,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as Management Trainee. This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of June 2017 (tentatively). On your first day of employment, you will need to report at 10:00 am at ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only). Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations.

4. Your location of posting will be communicated to you in due time . However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of One (1) year

7. For separation during the service period, either party may give notice of separation of employment at any time, subject to three (3) months notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's basic salary in lieu thereof.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during

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CIN No : L26940OR2011PLC013933

the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:
    a) True copies of educational certificates along with originals.
    b) Proof of Date of Birth and PAN Card / Aadhar Card
    c) Relieving and Experience Letter from your present and past employer (if applicable)
    d) Two recent pass-port size photographs.

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions within 3 days of issue of the offer letter. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,
For ORIENT CEMENT LIMITED

N S SRINIVAS
VICE PRESIDENT – HUMAN RESOURCES

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CIN No : L26940OR2011PLC013933

Annexure – A

Name:	PRASHANT RISHIVANSHI	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2017	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	18333	220000
House Rent Allowance (HRA)	7333	88000
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	9908	118896
Sub Total (A)	**41225**	**494696**
Statutory Benefits (B)		
P.F (Employer Contribution)	2200	26400
Gratuity	881	10572
Sub Total (B)	**3081**	**36972**
Reimbursement ('C)		
L.T.A	1528	18333
Sub Total (C')	**1528**	**18333**
Total (A+B+C)	**45833**	**550001**

N. S. Srinivas
Vice President – Human Resources

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CK BIRLA GROUP | ORIENT CEMENT

Date: 24/12/2016

Mr. Aashish Sharma
133 Lane No. 7 C
S.J.S. Avenue
Airport Road
Dist. Amritsar - 143001.

OFFER FOR EMPLOYMENT

Dear Aashish Sharma ,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as Management Trainee. This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of June 2017 (tentatively). On your first day of employment, you will need to report at 10:00 am at ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be **Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only)**. Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations.

4. Your location of posting will be communicated to you in due time . However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of One (1) year.

7. For separation during the service period, either party may give notice of separation of employment at any time, subject to three (3) months notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's basic salary in lieu thereof.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform the HR Department of any change of particulars submitted in your application or

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during the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:
    a) True copies of educational certificates along with originals.
    b) Proof of Date of Birth and PAN Card / Aadhar Card
    c) Relieving and Experience Letter from your present and past employer (if applicable)
    d) Two recent pass-port size photographs.

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions within 3 days of issue of the offer letter. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,
For ORIENT CEMENT LIMITED

N. S. Srinivas

Vice President – Human Resources

Orient Cement Limited
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CIN No : L26940OR2011PLC013933

Annexure – A

Name:	AASHISH SHARMA	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2017	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	18333	220000
House Rent Allowance (HRA)	7333	88000
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	9908	118896
Sub Total (A)	**41225**	**494696**
Statutory Benefits (B)		
P.F (Employer Contribution)	2200	26400
Gratuity	881	10572
Sub Total (B)	**3081**	**36972**
Reimbursement ('C)		
L.T.A	1528	18333
Sub Total (C')	**1528**	**18333**
Total (A+B+C)	**45833**	**550001**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd, 3rd & 4th Floor, GP Birla Centre, Adarsh Nagar, Hyderabad 500063, Telangana.
Ph: 040-2368 8600 / 700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

ADITYA BIRLA

FASHION & RETAIL

Date: 26. NOV. 2016

~~Mr~~/Ms NAINA MANGLANI

Location SOUTH-ZONE

LETTER OF OFFER

Dear NAINA,

With reference to your application and subsequent interview with us, we are pleased to offer you the position of "**C-PEARL Management Trainee- BLP**" in our organization at a Cost to the Company of Rs. **645535/-**(Six Lakhs Forty Five Thousand Five Hundred And Thirty Five Rupees Only)

In addition to your CTC, a performance Bonus of Rupees **60,000/-** (Sixty thousand only) subject to your performance will be paid to you only in the first assessment year; 2nd year onwards you will be aligned with the store incentive plan.

Your employment commences from the date of your reporting, which will be JULY '17. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by ABFRL.

On the date of your resuming duty, you may please bring along the following

1. Proof of age
2. Date of Birth Proof
3. Proof of residence(other than ration card)
4. Copies of educational certificates
5. Copies of experience certificates
6. Relieving certificate from the previous employer
7. Appointment letter of the previous employer and salary revision letters
8. Last pay slip received from the previous employer
9. Form 16 (TDS Certificate), if any
10. A copy of Pan card
11. 5 Passport Size Photographs
12. Cancelled Cheque
13. 2 References

*Please note that individual compensation is personal and confidential. Sharing this information with anyone within or outside the organisation, will be considered as violation of Group Values

Aditya Birla Fashion & Retail Ltd,

Rohith Kumar A
Deputy General Manager-Human Resources

Student Name:

pantaloons

Aditya Birla Fashion and Retail Limited (formerly known as Pantaloons Fashion & Retail Limited)
Regent Insignia, Municipal No. 414, 100 Ft Road, IV Block, Koramangala, Bangalore - 560095, Karnataka, India
Tel +91 80 66182000 Fax +91 80 66182000
Regd. Off 701-704, 7th Floor, Skyline Icon Business Park, 86-92 Off A.K.Road, Marol Village, Andheri East, Mumbai - 400059, Maharashtra, India
Tel +91 8652905000 Fax +91 8652905400
Website www.abfrl.com
E-mail abfrl@adityabirla.com
Corporate Identity No. L18101MH2007PLC233901

Gmail

Naga Raju <naga1354@gmail.com>

Offer for Sanampreet Singh

1 message

Raj Kishore Nayak <rajkishore@ibsindia.org> 11 September 2017 at 14:54
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ----------
From: **OyePlay Sports Pvt Ltd** <hitesh@oyeplay.com>
Date: 3 April 2017 at 20:29
Subject: Offer for Sanampreet Singh
To: yatinn700@gmail.com, bainssanam@yahoo.com

Dear Sanam,

Sorry for the delay because of event and post event work we had in last week, weekend and today.

We are delighted to offer you post of City Lead for OyePlay Hyderabad operations. Your employment is subject to verification of documents and facts discussed during the interviews and there will be 1 year bond. Your salary is fixed at 3lpa and annual bonus is set to 60k which will be divided in 2 parts and payable every 6 months. Your first appraisal will be done after 6 months.

We will send you detailed offer letter and bond once you confirm.

With Warm Regards,
Hitesh Jain| CEO|+91- 9886380287
oyeplay
OyePlay Sports Pvt Ltd
No.572 2nd Floor 11th Main,
38th Cross, Jayanagar 5th Bangalore - 560 041

ADITYA BIRLA

FASHION & RETAIL

Date: 26 - NOV-2016

Mr/~~Ms~~ SUNEEL BHARGAV

Location SOUTH - ZONE

Dear SUNEEL.B,

LETTER OF OFFER

With reference to your application and subsequent interview with us, we are pleased to offer you the position of "**C-PEARL Management Trainee- BLP**" in our organization at a Cost to the Company of Rs. **645535/-**(Six Lakhs Forty Five Thousand Five Hundred And Thirty Five Rupees Only)

In addition to your CTC, a performance Bonus of Rupees **60,000/-** (Sixty thousand only) subject to your performance will be paid to you only in the first assessment year; 2nd year onwards you will be aligned with the store incentive plan.

Your employment commences from the date of your reporting, which will be July '17. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by ABFRL.

On the date of your resuming duty, you may please bring along the following

1. Proof of age
2. Date of Birth Proof
3. Proof of residence(other than ration card)
4. Copies of educational certificates
5. Copies of experience certificates
6. Relieving certificate from the previous employer
7. Appointment letter of the previous employer and salary revision letters
8. Last pay slip received from the previous employer
9. Form 16 (TDS Certificate), if any
10. A copy of Pan card
11. 5 Passport Size Photographs
12. Cancelled Cheque
13. 2 References

*Please note that individual compensation is personal and confidential. Sharing this information with anyone within or outside the organisation, will be considered as violation of Group Values

Aditya Birla Fashion & Retail Ltd,

Rohith Kumar A
Deputy General Manager-Human Resources

B. Suneel Bhargav

Student Name:
B. SUNEEL BHARGAV

pantaloons

Aditya Birla Fashion and Retail Limited (formerly known as Pantaloons Fashion & Retail Limited)

Regent Insignia, Municipal No. 414,
100 Ft Road, IV Block, Koramangala,
Bangalore - 560095, Karnataka, India
Tel +91 80 66182000 Fax +91 80 66182000

Regd. Off 701-704, 7th Floor, Skyline Icon Business Park,
86-92 Off A.K.Road, Marol Village, Andheri East,
Mumbai - 400059, Maharashtra, India
Tel +91 8652905000 Fax +91 8652905400

Website www.abfrl.com
E-mail abfrl@adityabirla.com
Corporate Identity No. L18101MH2007PLC233901

ADITYA BIRLA

FASHION & RETAIL

Date:

Mr/~~Ms~~ VASAMSETTI NAGARJUN

Location SOUTH-ZONE

Dear V. NAGARJUN

LETTER OF OFFER

With reference to your application and subsequent interview with us, we are pleased to offer you the position of "**C-PEARL Management Trainee- BLP**" in our organization at a Cost to the Company of Rs. **645535/-**(Six Lakhs Forty Five Thousand Five Hundred And Thirty Five Rupees Only)

In addition to your CTC, a performance Bonus of Rupees **60,000/-** (Sixty thousand only) subject to your performance will be paid to you only in the first assessment year; 2nd year onwards you will be aligned with the store incentive plan.

Your employment commences from the date of your reporting, which will be JULY '17. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by ABFRL.

On the date of your resuming duty, you may please bring along the following

1. Proof of age
2. Date of Birth Proof
3. Proof of residence(other than ration card)
4. Copies of educational certificates
5. Copies of experience certificates
6. Relieving certificate from the previous employer
7. Appointment letter of the previous employer and salary revision letters
8. Last pay slip received from the previous employer
9. Form 16 (TDS Certificate), if any
10. A copy of Pan card
11. 5 Passport Size Photographs
12. Cancelled Cheque
13. 2 References

*Please note that individual compensation is personal and confidential. Sharing this information with anyone within or outside the organisation, will be considered as violation of Group Values

Aditya Birla Fashion & Retail Ltd,

Rohith Kumar A
Deputy General Manager-Human Resources

Student Name:
VASAMSETTI NAGARJUN.

pantaloons

Aditya Birla Fashion and Retail Limited (formerly known as Pantaloons Fashion & Retail Limited)
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Website www.abfrl.com
E-mail abfrl@adityabirla.com
Corporate Identity No. L18101MH2007PLC233901

ADITYA BIRLA

FASHION & RETAIL

Date: 26. NOV. 2016

~~Mr~~/Ms ANUSHKA MALOO

Location SOUTH - ZONE

Dear ANUSHKA,

LETTER OF OFFER

With reference to your application and subsequent interview with us, we are pleased to offer you the position of "**C-PEARL Management Trainee- BLP**" in our organization at a Cost to the Company of Rs. **645535**/-(Six Lakhs Forty Five Thousand Five Hundred And Thirty Five Rupees Only)

In addition to your CTC, a performance Bonus of Rupees **60,000/-** (Sixty thousand only) subject to your performance will be paid to you only in the first assessment year; 2nd year onwards you will be aligned with the store incentive plan.

Your employment commences from the date of your reporting, which will be JULY '17. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by ABFRL.

On the date of your resuming duty, you may please bring along the following

1. Proof of age
2. Date of Birth Proof
3. Proof of residence(other than ration card)
4. Copies of educational certificates
5. Copies of experience certificates
6. Relieving certificate from the previous employer
7. Appointment letter of the previous employer and salary revision letters
8. Last pay slip received from the previous employer
9. Form 16 (TDS Certificate), if any
10. A copy of Pan card
11. 5 Passport Size Photographs
12. Cancelled Cheque
13. 2 References

*Please note that individual compensation is personal and confidential. Sharing this information with anyone within or outside the organisation, will be considered as violation of Group Values

Aditya Birla Fashion & Retail Ltd,

Rohith Kumar A
Deputy General Manager-Human Resources

Student Name: Anushka Maloo

Anushka

pantaloons

Aditya Birla Fashion and Retail Limited (formerly known as Pantaloons Fashion & Retail Limited)
Regent Insignia, Municipal No. 414, 100 Ft Road, IV Block, Koramangala, Bangalore - 560095, Karnataka, India
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Tel +91 8652905000 Fax +91 8652905400
Website www.abfrl.com
E-mail abfrl@adityabirla.com
Corporate Identity No. L18101MH2007PLC233901

PATHFINDER

Date: - December 2nd, 2016

Employment Offer Letter

To,

Nishant Lamba

Subject: Employment offer: "Management Trainee" at Pathfinder Publishing Pvt. Ltd.

Dear Nishant,

Based on the Campus recruitment process dated 13th October, 2016 we are pleased to offer you the position of **"Management Trainee"** at Pathfinder Publishing Private Limited.

Your total compensation would be as stated:

Total CTC: INR 6,50,000.00

CTC breakup:

Fixed CTC: INR 4,80,000.00

Performance Variable: upto INR 1,20,000.00 (this shall be based on your performance)

Fixed Retention: INR 50,000.00 (Annual Component)

A detailed appointment letter would be issued at the time of your joining on 1st March, 2017.

We look forward to have you onboard with us at the earliest.

With warm regards,

Pathfinder Publishing Pvt. Ltd. New Delhi

Swayam Prabha
Sr. Manager-HR

PATHFINDER

Date: - December 2nd, 2016

Employment Offer Letter

To,

Siddhant Singh

Subject: Employment offer: "Management Trainee" at Pathfinder Publishing Pvt. Ltd.

Dear Siddhant,

Based on the Campus recruitment process dated 13th October, 2016 we are pleased to offer you the position of **"Management Trainee"** at Pathfinder Publishing Private Limited.

Your total compensation would be as stated:

Total CTC: INR 6,50,000.00

CTC breakup:

Fixed CTC: INR 4,80,000.00

Performance Variable: upto INR 1,20,000.00 (this shall be based on your performance)

Fixed Retention: INR 50,000.00 (Annual Component)

A detailed appointment letter would be issued at the time of your joining on 1st March, 2017.

We look forward to have you onboard with us at the earliest.

With warm regards,

Pathfinder Publishing Pvt. Ltd. New Delhi

Swayam Prabha
Sr. Manager-HR

PharmaACE
Analytics Center of Excellence

13th December 2016

Dear Avin John,

We are delighted to offer you the position of **Trainee Analyst** at **PharmaACE, India.**

The details of the offer are given below:

Your commencement date will be **TBD.** You will be under probation for a period of six months. Post your probation period you would be confirmed based on satisfactory performance.

In addition, as a confirmed employee, you will be eligible for annual performance-based bonus for the fiscal year. This bonus will be based on company performance, and your individual performance. The letter of appointment will be subject to a satisfactory report from references furnished by you.

Please confirm your acceptance of this offer by signing one copy of this offer letter and mailing it to **info@pharmaace.com**.

Upon your acceptance of this offer and subject to you meeting all the applicable requirements under this Offer, we will share a detailed salary break up structure along with appointment letter, which will outline the specific employment terms, salary breakup structure and conditions.

Look forward to have you part of the team and doing great work together.

Best Regards,

Authorized Signatory
For **PharmaACE Analytics Private Limited**

PharmaACE
Analytics Center of Excellence

Annexure A

PharmaACE

Avin John **Trainee Analyst**

CTC **5,00,000/-** **Rupees Five Lakhs only**

Salary Component	Per Annum (INR)	Amount in words
Gross Salary	500,000 /-	Rupees Five Lakhs only

Note:

- On successful completion of your probation period, your CTC will be revised to INR 6,00,000/- (Rupees Six lakhs only)
- IT will be deducted as per the slab (if applicable)
- PF – Employee & Employer's contribution will be deducted as per the statutory norms.
- PT @ 200/- would be deducted as per statutory norms.
- In addition to above, you will be entitled for **Group Medical Insurance** for floater sum insured Rs 300,000/- (Rupees Three Lakhs only). Details of the same would be furnished in the Appointment Letter.

Best Regards,

Authorized Signatory
For **PharmaACE Analytics Private Limited**

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/37

April 15, 2017

Ms. Dhwani Shailesh Shah
401, Shivoham Building,Railway Colony,
Opp. Pappilon Hotel, Irla Vile Parle (West),
Mumbai, Maharashtra-400056

Offer of Employment in PNB Housing Finance Limited

Dear Dhwani,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 17, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Ms. Dhwani Shailesh Shah	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 15, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Ms Dhwani Shailesh Shah is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to her on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/40

April 13, 2017

Mr. Jatin Sharma
4490,7/21,Ansaari Road,
Daryaganj, New Delhi-110002

Offer of Employment in PNB Housing Finance Limited

Dear Jatin,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Continuation Sheet...

Annexure A

Name	Mr. Jatin Sharma	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited
Ghar Ki Baat

April 13, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Mr Jatin Sharma is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to him on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/35

April 13, 2017

Mr. Pragdeesh P
67,Chindhamani Nagar,
Avarampalayam,
Coimbatore-641006
Ganapathy Post Tamil Nadu.

Offer of Employment in PNB Housing Finance Limited

Dear Pragdeesh,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Pragdeesh P	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 13, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Mr Pragdeesh P is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to him on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/13

April 15, 2017

Mr. Pronoy Dey
Flat No-5E,Lohit Apartment-2,
Nalini Bala Devi Path, Sreenagar,
Guwahati District,Assam-781005

Offer of Employment in PNB Housing Finance Limited

Dear Pronoy,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 17, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Pronoy Dey	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 15, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Mr Pronoy Dey is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to him on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/32

April 13, 2017

Mr. Shobhit Khanna
4/278 B, Vishnupuri,
Kanpur, Uttar Pradesh

Offer of Employment in PNB Housing Finance Limited

Dear Shobhit,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Shobhit Khanna	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 13, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Mr Shobhit Khanna is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to him on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/19

April 13, 2017

Mr. Sunny Desai
102-Umang Apartment,
Upper cot Road,
Opp. Dev-vadi,
Junagadh,Gujrat-362001

Offer of Employment in PNB Housing Finance Limited

Dear Sunny,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr. Sunny Desai	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 13, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Mr Sunny Desai is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to him on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/34

April 13, 2017

Mr. Archit Sharma
584, Sector 8, Urban Estate,
Karnal, Haryana. PIN - 132001

Offer of Employment in PNB Housing Finance Limited

Dear Archit,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Mr.Archit Sharma	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 13, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Mr Archit Sharma is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to him on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/11

April 13, 2017

Ms. Himanshi Puri
55D Pocket-C
Sidhartha extention,
New Delhi-110014

Offer of Employment in PNB Housing Finance Limited

Dear Himanshi,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Ms. Himanshi Puri	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing
Finance Limited
Ghar Ki Baat

April 13, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Ms Himanshi Puri is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to her on joining.

(Authorized Signatory)

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY17-18/36

April 13, 2017

Ms. Aditi Arora
F-8/32 Krishna Nagar,
Delhi-110051

Offer of Employment in PNB Housing Finance Limited

Dear Aditi,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 8th May 2017, beyond which the offer stands revoked unless otherwise communicated beforehand by either party. If you would like to join the team based on the outlined offer, kindly confirm your acceptance by sending a signed scanned copy of the offer letter on or before April 15, 2016.

Your compensation package includes an annual fixed salary of **INR 400,000.** Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report: The details of mandatory Pre-Employment Medical Check-up is attached as Annexure C.
iii. Satisfactory background verification report.

In case you require any further clarifications, please feel free to contact Ms. Shweta Singh (Senior Manager-HR) at 7838900073 or Ms. Arunima Madan at 7042520663.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Ms. Aditi Arora	
Designation	Management Trainee	
Date of Joining	8th May, 2017	
Particulars	**Annual Entitlement (INR)**	**Monthly Entitlement (INR)**
Basic Pay	160,000	13,333
Employer's contribution towards PF	19,200	1,600
House Rent Allowance	80,000	6,667
Leave Travel Allowance	13,333	1,111
Special Allowance	127,467	10,622
Total Fixed Pay (TFP) – (Part A)	**400,000**	**33,333**
Performance Linked Variable Pay (Maximum Estimated)* - (Part B)	**40,000**	
Other Benefits – Part (C)		
Medical, Personal Accident & Term Life Insurance (estimated) #	13,440	
Gratuity (As per the payment of Gratuity Act, 1972)	7,680	
Total Cost to Company (TCC) – (A+B+C)	**461,120**	**33,333**

Notes:

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Pay would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum Pay. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable Pay.

Employees will be covered under Group Medical Insurance which covers the employee, spouse, up to two children and parents. Employee will also be covered against Group Personal Accident and Term Life Insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Al

April 15, 2017

To,

Fortis Healthcare (India) Ltd.

Ref: The Service contract executed on 22nd Sept, 2011.

This is to certify that Ms Aditi Arora is seeking employment with PNB Housing Finance Ltd.

He is authorized to undergo Pre-employment medical test (Health Check-up Package II) with FORTIS Hospital.

You are requested to charge Rs.700/- from him which shall be reimbursed to her on joining.

(Authorized Signatory)

Rockwell
INDUSTRIES LTD.
Corporate Office : 6-3-883/2/A, 3rd Floor, "Tejaswi Plaza",
Above Tanishq Showroom, Panjagutta, Hyderabad - 500 082.

Phones : 91-40-23414830,
Fax : 91-40-23414829.

OFFER LETTER

Place: Hyderabad
Date: 14.02.2017

Ref: RIL/Off. LTR/HO/28/2017

Mr. Kushal Khemka,
206, Kiran apartments, N road, near Hanuman mandir, Bhayander East,
Thane, Maharastra,
401105

Dear Mr. Kushal Khemka,

With reference to your application & subsequent interview and interaction/s with us, we take pleasure in offering you an appointment in our company.

1. You will be designated as "**Management Trainee**" in Sales and marketing department in staff Category.
2. Your place of posting is at Panjagutta, Hyderabad.
3. You will be reporting to General Manager - Sales.
4. Your remuneration will be as agreed in person.
5. All Statutory allowances / deductions will be made from time to time as per rules.
6. You will be on probation for 6 months.
7. **The following documents are to be submitted at the time of joining**
   a) **Passport size Photographs – 3 Nos**
   b) **Copies of Testimonials relating to Educational / Professional qualification**
   c) **Your permanent & present addresses and contact numbers for communication**
   d) **Copy of Residential proof like house tax, Ration Card, Passport**
   e) **Any 3 References**
   f) **Copy of Relieving letter of the last organization.**
8. You are expected to report on or before 14th Feb 2017.
9. Regular appointment order will be issued after submitting the above-mentioned documents.
10. You may please sign the duplicate copy of this letter as a token of your acceptance of the above offer.

We look forward to your joining the company. We assure you our best cooperation at all times on behalf of the family of Rockwell.

FOR ROCKWELL INDUSTRIES LIMITED

Authorized Signatory

Accepted

Rockwell
Since 1986

Ref: RIL/Off. LTR/HO/21/2017 **Date: 13.02.2017**

Mr. Kushal Khemka,

HEADS OF ALLOWANCES	MONTHLY	ANNUALLY
FIXED		
Basic	14,369	172,433
Dearness Allowance	3,193	38,318
House Rent Allowance(HRA)	6,466	77,595
Conveyance Allowance(CA)	1,600	19,200
Special Allowance	6,303	75,638
GROSS SALARY	**31,932**	**383,184**
OTHER BENEFITS		
Employer Contribution to ESI	0	0
Employer Contribution to PF	0	0
Bonus/Ex Gratia	962	11,544
Medical Expense Reimbursement	0	0
LTA	0	0
Mobile expense limit	1,000	12,000
Local/Petrol Conveyance	0	0
Mediclaim	262	3,144
Gratuity	844	10,132
Loyalty Bonus (Cumulative payable after 24 months of service)	5,000	60,000
OTHER BENEFITS TOTAL	**8,068**	**96,820**
FIXED CTC	**40,000**	**480,004**
-	-	-
Performance Linked Incentive	10,000	120,000
TOTAL CTC	**50,000**	**600,004**
-	-	-
LESS		
Employee Contribution to ESI	0	0
Employee Contribution to PF	0	0
PT	200	2,400
SWF	25	300
Employee Contribution for Mediclaim	262	3,144
TAKE HOME	**31,445**	**377,340**

Accepted

PROCESSMASTER™
Simplifying business processes ...

PROCESS MASTER TECHNOLOGIES PVT. LTD.
EW-74,Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
Phone No.: 0731-2590244
Email: hr@processmaster.in
Web: www.processmaster.in

OFFER LETTER
PRIVATE & CONFIDENTIAL

REF. NO.: PMSPL/HR/0047 12th April, 2017

Mr. Rishav Jain
141 Kagzian Mohalla, Sarafa Bazar, Near Gurdwara Sri Manji Sahib,
Hanuman Gali, Karnal. Haryana - 132001.

Dear Rishav,

Welcome to PROCESS MASTER

It was a pleasure meeting you to explore a career opportunity with PROCESS MASTER.

Based on your performance, we are pleased to offer you the position of **Business Development Executive,** with our organisation. The Total Cost to Company including all the benefits will be **Rs.4,00,000** (Four lakh per year only).The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

At PROCESS MASTER, we believe we have a historic opportunity of building a world class company. We also believe we are very unique in several ways – our equal strengths in APPS, ITO; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards empowerment; initiative; flawless execution and leadership. In return, we promise to provide you a platform to grow and fulfill your personal and professional goals. We look for professionals like you who would partner the future growth of the Organization. We are confident that with your skills, competencies and capabilities you would be a valuable addition to the team.

Please endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom on the right corner and return to the undersigned by either mailing it or handing it over to us. After you accept this offer, you will be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

Enclosed: Annexure – 1 Salary Structure, Annexure – 2 Terms of employment and Acknowledgement slip, Annexure – 3 Documentation

Yours Sincerely,
For PROCESS MASTER Software Pvt. Ltd

Atul Jain
Director - Recruitment & Technical

PROCESSMASTER™
Simplifying business processes ...

PROCESS MASTER TECHNOLOGIES PVT. LTD.
EW-74, Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
Phone No.: 0731-2590244
Email: hr@processmaster.in
Web: www.processmaster.in

Annexure -1 **SALARY STRUCTURE**

Name	**Rishav Jain**	
Band	**Band 4**	
Title	**Business Development Executive**	
EARNINGS	**MONTHLY NET**	**ANNUAL NET**
FIXED COMPENSATION		
Basic	13000	156000
HRA	5200	624000
Conveyance	1600	19200
Special Allowance	2200	26400
Total Fixed Compensation	**22000**	**2,64,000**
ANNUAL COMPONENTS/RETIRALS		
Gratuity	672	8064
Health & Accidental Insurance*	338	4056
VARIABLES		
Mobile Allowance	500	6000
Performance Pay**	9823	117876
Local Conveyance(As per Actual Basis)***		
Deductions		
****TDS as applicable		
TOTAL CTC	**33333**	**4,00,000**

*** Risk cover of Rs 2Lakh for Health and Rs 5Lakh for Accidental.**

****Performance Pay will be given on six monthly basis as per employee performance.**

*****Local Conveyance will be given to an employee for every month as per the actual basis.**

******TDS would be applicable as per law**

Provident Fund will be deducted as applicable

<u>Note:</u> Package will revised if PF will be applicable

Seal and Sign of Employer Name & Signature of Employee

PRIVATE & CONFIDENTIAL

PROCESS MASTER TECHNOLOGIES PVT. LTD.
EW-74, Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
Phone No.: 0731-2590244
Email: hr@processmaster.in
Web: www.processmaster.in

Annexure - 2

TERMS OF EMPLOYMENT

Your employment at PROCESS MASTER will be governed by the PROCESS MASTER policies as modified from time to time. Copy of the present policy will be made available to you on your joining PROCESS MASTER. In particular and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Hours of Work

1.1. A working day shall comprise of nine hours, including a break of 45 minutes for lunch.
1.2. You may be required to work on a shift. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.
1.3. Employees at the client site shall follow the working hours as applicable at client site.
1.4. Time of shift is 9 hours including lunch and tea breaks.
1.5. If you cannot achieve your daily work target then you have to give extra time to finish your targets.

2) Place of Employment

2.1. Your training period will commence from the date of your joining with PROCESS MASTER. Your training will be at Indore (MP).
2.2. The training will be for a period of 3 months from the date of your joining. On completion of your training period, subject to your performance and availability of a suitable vacancy, the Company may offer you employment.*
2.3. During your employment with PROCESS MASTER, you will be liable to be transferred or deputed to any of the offices, departments of PROCESS MASTER or its Associates, Subsidiaries or Group Companies, whether in India or abroad.
2.4. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with PROCESS MASTER Policies prevalent at that time.
2.5. You may be required to travel, whether in India or overseas, in connection with office work at short notice.

* Clause 2.2 is applicable for freshers only not for experienced.

3) Company Assets

3.1 Company Assets such as Laptop, Cell Phones etc are a valuable assets not only in terms of cost but also the information contained within them. This information belongs to the company as well.
3.2 The assets should be periodically checked by a manager.
3.3 The employee must sign a declaration upon resignation, handing back the equipment via a Handover Form.
3.4 If in case Company Asset will lost/theft from employee end than the cost of the asset will be bear by the employee only.

Seal and Sign of Employer Name & Signature of Employee

PRIVATE & CONFIDENTIAL

PROCESS MASTER TECHNOLOGIES PVT. LTD.
EW-74, Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
Phone No.: 0731-2590244
Email: hr@processmaster.in
Web: www.processmaster.in

4) Salary /Components and Benefits

4.1. The compensation/salary components are subject to change from time to time at its sole discretion.

4.2. In your training period you will be eligible for Basic Salary per month. After successfully completion of 3 months of training period you will be eligible for total fixed compensation.*

4.3. Salary shall be reviewed on an annual basis depending on the date of joining and you shall be notified of the amount of your salary entitlement for the succeeding year, depending upon your performance during the year. Company reserved the rights to revise your compensation before or after the succeeding year.

4.4. Notwithstanding the provisions of Clause 4.3, you acknowledge that it is PROCESS MASTER' policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.

4.5. In addition to salary, you shall also be entitled to receive other benefits as applicable under PROCESS MASTER' policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

4.6. Salary will be paid by Account Payee cheque/Transferred in Salary Account on and after 7th of every month.

4.7. **Increments and Promotions-**Your performance and contribution to PROCESS MASTER will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on PROCESS MASTER's compensation and promotion policy.

*Clause 4.2 is applicable for freshers only not for experienced.

5) Leave Entitlement Policy

As per PROCESS MASTER' existing Leave policy you will be entitled to twelve working days of Privilege leave (PL) annually which is calculated at 1.5 days' for every month of completed service with at least 20 present in month excepts leave during the period. This is an earned leave and do not includes any other form of casual or medical leave. And 6 days as Sick Leave annually. All Leaves would be applicable after 1 month from the date of joining. There is no leave will be provided in period of 1 Month from date of joining. If you take any leave during the Training period then it will be treated as LWP (Leave without Pay) deducted from your monthly salary.

Leave will be credited in your account after completion of succeeding month. After completion of 1 year if your account has a leave balance more than or equal to 10 leaves then encashment will be possible according to Basic Salary.

6) Termination/Resignation

6.1. Your employment with PROCESS MASTER is subject to termination on:

6.1.1. Your employment for 1 year will be treated as probation period

6.1.2. One month prior notice required from your side to leave the job.

6.1.3. If you will take leave in between of your notice period, then notice period will be extended by leave days that you will be taken.

PROCESS MASTER TECHNOLOGIES PVT. LTD.
EW-74, Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
Phone No.: 0731-2590244
Email: hr@processmaster.in
Web: www.processmaster.in

6.1.4. If you are on probation, you will be deemed to be confirmed upon completion of your probation period, unless you are intimated otherwise in writing.

6.2. On your probation period PROCESS MASTER can terminate your job without any prior notice, if you are not performing in your task. Within your probation period if you will resign from PROCESS MASTER then you will not be liable for professional certificates.

6.3. PROCESS MASTER reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.

6.4. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with PROCESS MASTER, and that your termination/resignation letter (by whatever name it is called) will be accepted by PROCESS MASTER only on your satisfying the mandatory one month notice period. Further, till such time as PROCESS MASTER accepts your resignation letter, you will be deemed to be an employee of PROCESS MASTER and the terms and conditions of your employment will still continue to bind you.

6.5. PROCESS MASTER shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

6.5.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with PROCESS MASTER' policies and code of conduct; or

6.5.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undercharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of PROCESS MASTER is likely to bring PROCESS MASTER any disrepute whether or not such act is directly related to the affairs of PROCESS MASTER; or

6.5.3. You commit any breach of any of your duties or obligations under this agreement or the policies of PROCESS MASTER.

6.5.4. There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you.
In the event of termination under Clause 8, you shall not be entitled to any benefits whatsoever.

6.5.5. In case you violate notice period of one month, 'PROCESS MASTER' will not provide any certificates and not clear any dues.

7) Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

8) Confidentiality

8.1. You agree at all times during the term of your employment and thereafter (Without limit of time);

8.1.1. To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of PROCESS MASTER, and

8.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of PROCESS MASTER.

8.1.3. You agree to return to PROCESS MASTER, all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or

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termination of any project or upon cessation of your employment with PROCESS MASTER IT Services.

8.2. For the purposes of Clause 10.1., "Confidential Information" means any of PROCESS MASTER' proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of PROCESS MASTER with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by PROCESS MASTER in any country or jurisdiction (until the same is generally available to the public), and any other business information of PROCESS MASTER including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of PROCESS MASTER, or which is generally known outside PROCESS MASTER.

8.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of PROCESS MASTER and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with PROCESS MASTER.

9) Intellectual Property

9.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with PROCESS MASTER shall belong to PROCESS MASTER absolutely.

9.2. You agree, at PROCESS MASTER' expense, to provide, during and after this employment, all such assistance as PROCESS MASTER reasonably considers necessary, to secure the vesting of such rights in PROCESS MASTER or Terms of Employment PROCESS MASTER its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

10) Data Privacy Compliance Policy

PROCESS MASTER TECHNOLOGIES PVT. LTD.
EW-74, Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
Phone No.: 0731-2590244
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You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: –

10.1. You consent to the processing of your personal data in accordance with PROCESS MASTER data privacy policy (the "Policy"), a copy of which can be obtained upon request;

10.2. In particular, you explicitly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by PROCESS MASTER to other employees and offices of PROCESS MASTER' worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.

10.3. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other PROCESS MASTER' policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

11) Non-Compete

You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business, that directly competes with the kind of product/services that is offered by PROCESS MASTER to such client, either directly or indirectly with any of 'PROCESS MASTER, client or any third party exposed to you. In case you violate this provision, Company will take legal action with appropriate fine against you.

12) Warranty

12.1 You warrant that your joining PROCESS MASTER will not violate any agreement to which you are or have been a party to.

12.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with PROCESS MASTER.

12.3 You warrant that you will comply with all PROCESS MASTER, applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of PROCESS MASTER

12.4 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services

13) Indemnification

You agree to indemnify PROCESS MASTER for any losses or damages sustained by PROCESS MASTER caused by or related to your breach of any of the provisions contained in this Terms of Employment.

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14) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls.

15) General

15.1 This agreement contains the entire agreement between the employee and PROCESS MASTER, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and /or non-disclosure.

15.2 This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Indore (M.P).

15.3 This agreement shall remain current and in force, irrespective of whether you are under employment of PROCESS MASTER or not.

Seal and Sign of Employer Name & Signature of Employee

PRIVATE & CONFIDENTIAL

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EW-74, Scheme No. 94, Ring Road,
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Acknowledgement and Acceptance of Appointment with PROCESS MASTER

I, _____ have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on _____ (Date).

Signature: _____

Name: _____

Date: _____

Place: _____

Seal and Sign of Employer

Name & Signature of Employee

PRIVATE & CONFIDENTIAL

PROCESSMASTER™
Simplifying business processes ...

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EW-74, Scheme No. 94, Ring Road,
Opp. Mayur Hospital, INDORE MP
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Annexure - 3 **Documentation**

You are required to report to the HR department on your day of joining.

Contact Person: Miss Jyoti Kushwah

Reporting Time: **10.00 am**

List of documents that need to be submitted:

S.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/courses) supporting your education qualifications along with marks sheets *
3	Your latest salary slip or salary certificate *
4	Experience proof - Relieving letter from previous 2 employers (if previously employed)* The relieving letter or resignation acceptance need to be submitted in original
5	Service certificate from present Employer
6	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable income with break up) till the last date of your employment with them along with **PAN** number if available.
7	2 Passport Size Photographs
8	Copy of your updated resume
9	Three Months Bank Statement where your salary transferred.

- * Originals need to be submitted.These original certificates will be returned to you after verification
- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, PROCESS MASTER reserves the right to revoke the offer.
- It is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
  - DOB's of Father, Mother, Spouse, Child/ Children
  - Educational details with the passing year
  - Your past experience details with the exact years and role played to be mentioned.
  - Blood Group
  - 1 Passport size photograph of all your dependents
  - Your account number, if existing already.
  - Identity :Your PAN number/Passport Copy/Voter Id/ Adhaar Card
  - Address Proof

Note: - Policies stated above has subjected to change any time as per sole discretion of PROCESS MASTER If in case you found not following the rules properly then PROCESS MASTER has rights to revoke you any time without any reason and in that case no certification will be provided by us.

Seal and Sign of Employer Name & Signature of Employee

PRIVATE & CONFIDENTIAL

Rockwell
INDUSTRIES LTD.
Corporate Office : 6-3-883/2/A, 3rd Floor, "Tejaswi Plaza",
Above Tanishq Showroom, Panjagutta, Hyderabad - 500 082.

Phones : 91-40-23414830,
Fax : 91-40-23414829.

OFFER LETTER

Ref: RIL/Off. LTR/HO/29/2017

Place: Hyderabad
Date: 14.02.2017

Mr. Vineet Vij,
H.No – 120, sector – 2, Rohtak, Haryana,
124001.

Dear Mr. Vineet Vij,

With reference to your application & subsequent interview and interaction/s with us, we take pleasure in offering you an appointment in our company.

1. You will be designated as "**Management Trainee**" in Sales and marketing department in staff Category.
2. Your place of posting is at Panjagutta, Hyderabad.
3. You will be reporting to General Manager - Sales.
4. Your remuneration will be as agreed in person.
5. All Statutory allowances / deductions will be made from time to time as per rules.
6. You will be on probation for 6 months.
7. **The following documents are to be submitted at the time of joining**
   a) **Passport size Photographs – 3 Nos**
   b) **Copies of Testimonials relating to Educational / Professional qualification**
   c) **Your permanent & present addresses and contact numbers for communication**
   d) **Copy of Residential proof like house tax, Ration Card, Passport**
   e) **Any 3 References**
   f) **Copy of Relieving letter of the last organization.**
8. You are expected to report on or before 14th Feb 2017.
9. Regular appointment order will be issued after submitting the above-mentioned documents.
10. You may please sign the duplicate copy of this letter as a token of your acceptance of the above offer.

We look forward to your joining the company. We assure you our best cooperation at all times on behalf of the family of Rockwell.

FOR ROCKWELL INDUSTRIES LIMITED

Authorized Signatory

Vineet Vij
Accepted

FACTORY : Survey No. 849, Adj. to Industrial Estate, Medchal - 501 401. R.R. Dist., Telangana, India.
Ph : +91-08418 - 222 997, 222 926, Fax : 08418 - 225 742.

Rockwell
Since 1986

Ref: RIL/Off. LTR/HO/21/2017 **Date: 13.02.2017**

Mr. Vineet Vij,

HEADS OF ALLOWANCES	MONTHLY	ANNUALLY
FIXED		
Basic	14,369	172,433
Dearness Allowance	3,193	38,318
House Rent Allowance(HRA)	6,466	77,595
Conveyance Allowance(CA)	1,600	19,200
Special Allowance	6,303	75,638
GROSS SALARY	**31,932**	**383,184**
OTHER BENEFITS		
Employer Contribution to ESI	0	0
Employer Contribution to PF	0	0
Bonus/Ex Gratia	962	11,544
Medical Expense Reimbursement	0	0
LTA	0	0
Mobile expense limit	1,000	12,000
Local/Petrol Conveyance	0	0
Mediclaim	262	3,144
Gratuity	844	10,132
Loyalty Bonus (Cumulative payable after 24 months of service)	5,000	60,000
OTHER BENEFITS TOTAL	**8,068**	**96,820**
FIXED CTC	**40,000**	**480,004**
-	-	-
Performance Linked Incentive	10,000	120,000
TOTAL CTC	**50,000**	**600,004**
-	-	-
LESS		
Employee Contribution to ESI	0	0
Employee Contribution to PF	0	0
PT	200	2,400
SWF	25	300
Employee Contribution for Mediclaim	262	3,144
TAKE HOME	**31,445**	**377,340**

Vineet Vij
Accepted

PUYVAST Maritime India Pvt Ltd

Regd. Off : "PuyVast House" No. 6, Harris Road, Benson Town, Bangalore - 560 046
Tel : +91 80 23549190 / 89 / 88 Fax : +91 80 2354 9753 E-mail : puyvastblr@puyvast.co.in
CIN : U63090KA1997PTC022102, Website: www.puyvast.co.in

Date: 16th January'2017

To
Mr. Vishnu Jayakumar,
Naivedyam (H)
Punkunnam P.O, Thrissur,
Kerala-680002.

Dear Mr. Vishnu Jayakumar.

Sub : Offer of Employment

We are pleased to offer you employment in our Company as "**Management Trainee** " in Bangalore with effect from 3rd April'2017.

Your monthly emoluments is as per details given below before statutory deductions. You will be on a probation period of six months.

Particulars	Amount in Rs
Basic	17360/-
Employers contribution towards EPF	2083/-
HRA	6,945/-
Conveyance allowance	1,600/-
Special Allowance	6734/-
Bonus Pro-rata/Per Month	6945/-
Gross Salary	41667/-

You will be eligible for Provident Fund from the date of your engagement. In this connection, will you please let us know whether you are at present, or have been, a member of any Provident Fund Scheme.

It should be clearly understood that during your probationary period, your employment with the Company can be terminated either by the Company or yourself with 30 days' notice.

If you are confirmed in the service of the Company upon completion of your probationary period, your employment may be terminated at any time by either party giving to the other 60 days' notice in writing of its intention to do so without assigning any reason whatsoever.

Your service with the Company will be governed by the Company's Rules and Regulations as applicable at the time being in force and your duties will be laid down by the Management of the Company. On reporting for duty, you will be asked to sign the Company's usual form of Service Agreement and submit your relieving documents and salary certificates of your previous employment, if any.

Contd/-

PUYVAST Maritime India Pvt Ltd
Regd. Off : "PuyVast House" No. 6, Harris Road, Benson Town, Bangalore - 560 046
Tel : +91 80 23549190 / 89 / 88 Fax : +91 80 2354 9753 E-mail : puyvastblr@puyvast.co.in
CIN : U63090KA1997PTC022102, Website: www.puyvast.co.in

On completion of every twelve months service, you will be entitled to leave of absence with pay in accordance with the Company's regulations for the time being in force. Your leave of absence will be taken either before or within a reasonable time after the expiry of the said period of service as approved by the Company so as to coincide with the Company's staff requirements at the time. The Company may at any time, at its discretion, ask you to proceed on leave on such terms as may be decided by the Company.

You will initially be based in **Bangalore**, but it should be clearly understood that you may from time to time be transferred in the service of the Company to any of the Company's Branches and Divisions in India. You may also be transferred to the services of an Associate Company and the expression `the Company' used in this letter will include any such Company by which you may for the time being be employed.

You will need to submit all your copies of educational certificates, original relieving documents and salary slip (if any) of last three months with a copy of each, on the date of joining.

If you accept this offer as herein stated, kindly return the duplicate copy of this letter to indicate your acceptance of this offer before **19th January'2017**.

We are confident that you will be able to make a significant contribution to the success of our company and look forward to a mutually beneficial and enduring relationship.

Yours faithfully,
For PUYVAST MARITIME INDIA PVT LTD

Authorised Signatory

ACKNOWLEDGEMENT CLAUSE:

I have read and understood the terms and conditions as above and I agree to abide by the same.

Signature..... Date.....

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3rd May 2017

To
Ms. Kajal Baraik
A-14, Type-IV (Qtr)
Gurudwara Lane, Port Blair – 744101
Andaman & Nicobar Islands
M: +91- 94742 90792

SUB: Offer Letter

Dear Ms. Kajal Baraik

Regarding your curriculum vitae and our subsequent discussions, we are pleased to make this offer of employment to you as per the terms and conditions given below:

1. Your designation will be "Assistant Manager – Project Sales".
2. You will be reporting to such officers as directed by the Company from time to time, and work at such places as designated by the Company. Currently, you will be located at Hyderabad.
3. You will be on probation for a period of 6 months from the date of joining, as per general company policy.
3. The compensation package offered to you is as per annexure A to this offer.
4. The other terms and conditions of employment are as per annexure B to this offer.

As a token of acceptance of these terms by you, please arrange to return the duplicate of this letter and the Annexure A and B duly signed by you in all pages.

With best wishes and warm regards,

For Radiant Solar Private Limited

Radiant Solar Pvt. Ltd. Hyderabad

I accept all the above terms and conditions and I shall join the organization on or before 15th May 2017.

Name & Signature Date

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE A

Name: Ms. Kajal Baraik

	Monthly(Rs)	Annual (Rs)
Basic Salary	5,500	66,000
House Rent allowance	3,300	39,600
Travel Allowance reimbursement	6,000	72,000
Medical	2,500	30,000
Special Allowance	6,600	79,200
Mobile bill reimbursement	1,000	12,000
Company contribution against PF.	660	7,920
Performance Incentive *	14,000	1,68,000
All Total	**39,560**	**4,74,720**

* The Incentive will be paid on the basis of satisfactory Performance of the task assigned to you.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE B

TERMS AND CONDITIONS OF THE OFFER

1. Termination

a) This Agreement may be terminated by either party by giving one month written notice. However, during the probationary period, the company can terminate your service without any notice.

b) The Company shall be entitled to terminate this Agreement for breach of any of the conditions of the agreement by you and shall also be entitled to proceed, at its discretion, against you for any loss suffered by it due to your such breach of contract such as

- Dishonesty; or
- Serious or persistent misconduct; or
- Without reasonable cause; neglect or refuse to attend to your duties; or
- Fail to perform any of your obligations under this Agreement; or
- Fail to observe the Company's disciplinary rules or any other regulation of the Company from time to time in force; or
- Convicted for any criminal offence (other than an offence for which only a fine or non-custodial penalty is imposed).

c) On termination of your employment, you shall return to the company all literature, records and other property belonging to the company and in your possession to the representative of the company duly authorized to receive them from you.

2. Confidentiality

a) You shall not during the continuance of your employment or after its termination disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the Company or any of its related companies which may come to your knowledge during your employment and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. This restriction shall continue to apply after termination of your employment.

b) All notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired, received or made by you during your employment shall be the exclusive property of the Company and shall be surrendered by you to a person duly authorized by the company in that behalf at the termination of this Agreement or at the request of the Company at any time during your employment.

c) Please note that compensation package is strictly personal and confidential. Your personal compensation details, regardless of whether salary, bonus or other allowances, are between you and the company. Such compensation details are not to be discussed with other employees and we thank you in advance for your cooperation with respect to confidentiality.

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3. Non-solicitation

a) You will not approach, induce, solicit or persuade any client or customer of the Company to desist from doing business with the Company or reduce the amount of business which that customer or entity would normally have done with the Company.

b) You will not endeavor to entice away from the Company any person who has at any time during the 12months immediately preceding such cessation of employment, been employed or engaged by the Company.

4. Company Regulations

a) During your employment with the Company, you shall observe and comply with all the rules, regulations and directives of the Company as may be in force from time to time. The Company shall have the exclusive right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment.

b) You shall obtain prior permission in case you are unable to come to office on any day. Any absence without any prior intimation will be considered as a serious breach of Terms and Conditions of Service and the Company reserve the right to terminate your service without any notice or compensation.

c) During your tenure with the company, all statutory deductions are part of your salary as per applicable Government rules.

d) You will automatically retire from the service of the company on attaining the age of 55 years.

5. Waiver of Breach

The company has an exclusive right to waive any of the breach of the conditions of the agreement. However, such waiver of any breach of provision of this Agreement by the company shall not be construed as a waiver of any subsequent breach by you.

6. Notices

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid registered post or by facsimile message.

7. Statement of fact

a) It must be specifically understood that this offer is made to you based on the qualification and experience and skills you have declared to possess as per your application.

b) In case later any of your statement made or facts furnished are found to be false or your performance is not up to the mark or falls short of expectations of minimum standard set by the company, the company has the right to terminate your services forthwith without giving any notice and without prejudice to proceed against you legally for making such false statements

8. Jurisdiction

The jurisdiction concerning any dispute arising out of your employment will be in Hyderabad, Telangana Courts only.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Ramky Estates & Farms Limited
Corporate Office:
9th Floor, Ramky Grandiose
Ramky Towers, Gachibowli
Hyderabad - 500 032, Telangana, India
T: +91 40 2301 5000
F: +91 40 2301 5100
www.ramkyestates.com

Towards sustainable growth

Ref No. REFL/HR/OL/17-18/Apr -2
April 24, 2017

Shamim Ahmed,
Krishna nagar, New Delhi.
Mobile: 9167440312
Email: shamimahmed786171@gmail.com

Dear Mr. Shamim Ahmed,

Subject: Offer of Appointment as "Management Trainee (Sales)"

You may please refer to the discussions you had with us and we are pleased to offer you the position of ***Management Trainee (Sales) in Grade MT***. Your present place of posting will be at our **Project Sales Offices, Hyderabad**. You will report to ***"Manager (Sales)"*** or any other assigned person.

You shall join us on or before **29 April, 2017**.

Remuneration & Other Benefits

a) You will be paid CTC of Rs. **3,40,000/- (Rupees Three Lakhs Forty Thousand only)** per annum.
b) The Company may periodically, modify any remuneration, benefit, facility or perquisite that has been extended to you.
c) You will be entitled to leaves and other benefits as per the policies framed by the Company from time to time, as applicable.
d) Your services will be governed by the prevalent rules and regulations of the Company and any future amendments.

A formal appointment letter will be issued to you upon joining.

Please return the copy of this letter, duly signed as token of your accepting the offer.

We are sure you will be a worthy stakeholder in our Company's growth. We wish you a challenging and rewarding career.

For Ramky Estates and Farms Limited

M Nanda Kishore
Managing Director

Candidate's Acceptance
I accept the above offer and terms of employment.

Signature of Candidate
Name of Candidate (SHAMIM AHMED)
Date: 25/04/2017

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3rd May 2017

To
Mr. Amaresh Chitturu
Flat No – 501,
Srinivasa Habitat,
Simon Nagar Kurmannapalem,
Vishakapatnam – 530046
M: +91- 79970 15305

SUB: Offer Letter

Dear Mr. Amaresh Chitturu

Regarding your curriculum vitae and our subsequent discussions, we are pleased to make this offer of employment to you as per the terms and conditions given below:

1. Your designation will be "Deputy Manager - Sales & Marketing".
2. You will be reporting to such officers as directed by the Company from time to time, and work at such places as designated by the Company. Currently, you will be located at Hyderabad.
3. You will be on probation for a period of 6 months from the date of joining, as per general company policy.
3. The compensation package offered to you is as per annexure A to this offer.
4. The other terms and conditions of employment are as per annexure B to this offer.

As a token of acceptance of these terms by you, please arrange to return the duplicate of this letter and the Annexure A and B duly signed by you in all pages.

With best wishes and warm regards,

For Radiant Solar Private Limited

Radiant Solar Pvt. Ltd. Hyderabad

I accept all the above terms and conditions and I shall join the organization on or before 15th May 2017.

Name & Signature Date

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE A

Name: Mr. Amaresh Chitturu

	Monthly(Rs)	Annual (Rs)
Basic Salary	7,500	90,000
House Rent allowance	4,500	54,000
Travel Allowance reimbursement	6,000	72,000
Medical	2,500	30,000
Special Allowance	7,000	84,000
Mobile bill reimbursement	1,000	12,000
company contribution Provident Fund 12% of the Basic	900	10,800
Performance incentive *	14,000	1,68,000
All Total	**43,400**	**5,20,800**

* The Incentive will be paid on the basis of satisfactory Performance of the task assigned to you.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE B

TERMS AND CONDITIONS OF THE OFFER

1. Termination

a) This Agreement may be terminated by either party by giving one month written notice. However, during the probationary period, the company can terminate your service without any notice.

b) The Company shall be entitled to terminate this Agreement for breach of any of the conditions of the agreement by you and shall also be entitled to proceed, at its discretion, against you for any loss suffered by it due to your such breach of contract such as

- Dishonesty; or
- Serious or persistent misconduct; or
- Without reasonable cause; neglect or refuse to attend to your duties; or
- Fail to perform any of your obligations under this Agreement; or
- Fail to observe the Company's disciplinary rules or any other regulation of the Company from time to time in force; or
- Convicted for any criminal offence (other than an offence for which only a fine or non-custodial penalty is imposed).

c) On termination of your employment, you shall return to the company all literature, records and other property belonging to the company and in your possession to the representative of the company duly authorized to receive them from you.

2. Confidentiality

a) You shall not during the continuance of your employment or after its termination disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the Company or any of its related companies which may come to your knowledge during your employment and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. This restriction shall continue to apply after termination of your employment.

b) All notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired, received or made by you during your employment shall be the exclusive property of the Company and shall be surrendered by you to a person duly authorized by the company in that behalf at the termination of this Agreement or at the request of the Company at any time during your employment.

c) Please note that compensation package is strictly personal and confidential. Your personal compensation details, regardless of whether salary, bonus or other allowances, are between you and the company. Such compensation details are not to be discussed with other employees and we thank you in advance for your cooperation with respect to confidentiality.

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3. Non-solicitation

a) You will not approach, induce, solicit or persuade any client or customer of the Company to desist from doing business with the Company or reduce the amount of business which that customer or entity would normally have done with the Company.

b) You will not endeavor to entice away from the Company any person who has at any time during the 12months immediately preceding such cessation of employment, been employed or engaged by the Company.

4. Company Regulations

a) During your employment with the Company, you shall observe and comply with all the rules, regulations and directives of the Company as may be in force from time to time. The Company shall have the exclusive right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment.

b) You shall obtain prior permission in case you are unable to come to office on any day. Any absence without any prior intimation will be considered as a serious breach of Terms and Conditions of Service and the Company reserve the right to terminate your service without any notice or compensation.

c) During your tenure with the company, all statutory deductions are part of your salary as per applicable Government rules.

d) You will automatically retire from the service of the company on attaining the age of 55 years.

5. Waiver of Breach

The company has an exclusive right to waive any of the breach of the conditions of the agreement. However, such waiver of any breach of provision of this Agreement by the company shall not be construed as a waiver of any subsequent breach by you.

6. Notices

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid registered post or by facsimile message.

7. Statement of fact

a) It must be specifically understood that this offer is made to you based on the qualification and experience and skills you have declared to possess as per your application.

b) In case later any of your statement made or facts furnished are found to be false or your performance is not up to the mark or falls short of expectations of minimum standard set by the company, the company has the right to terminate your services forthwith without giving any notice and without prejudice to proceed against you legally for making such false statements

8. Jurisdiction

The jurisdiction concerning any dispute arising out of your employment will be in Hyderabad, Telangana Courts only.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3rd May 2017

To
Mr. Abhilash Mohan Damera
11-29-56,
Second bank colony,
Pruthvi Nagar, Warangal,
Telangana - 506002
M: +91- 95737 75959

SUB: Offer Letter

Dear Mr. Abhilash Mohan Damera

Regarding your curriculum vitae and our subsequent discussions, we are pleased to make this offer of employment to you as per the terms and conditions given below:

1. Your designation will be "Assistant Manager - Finance".
2. You will be reporting to such officers as directed by the Company from time to time, and work at such places as designated by the Company. Currently, you will be located at Hyderabad.
3. You will be on probation for a period of 6 months from the date of joining, as per general company policy.
3. The compensation package offered to you is as per annexure A to this offer.
4. The other terms and conditions of employment are as per annexure B to this offer.

As a token of acceptance of these terms by you, please arrange to return the duplicate of this letter and the Annexure A and B duly signed by you in all pages.

With best wishes and warm regards,

For Radiant Solar Private Limited

Radiant Solar Pvt. Ltd. Hyderabad

I accept all the above terms and conditions and I shall join the organization on or before 15th May 2017.

Name & Signature Date

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE A

Name: Mr. Abhilash Mohan Damera

	Monthly(Rs)	Annual (Rs)
Basic Salary	5,500	66,000
House Rent allowance	3,300	39,600
Travel Allowance reimbursement	6,000	72,000
Medical	2,500	30,000
Special Allowance	6,600	79,200
Mobile bill reimbursement	1,000	12,000
Company contribution against PF.	660	7,920
Performance Incentive *	14,000	1,68,000
All Total	**39,560**	**4,74,720**

* The Incentive will be paid on the basis of satisfactory Performance of the task assigned to you.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE B

TERMS AND CONDITIONS OF THE OFFER

1. Termination

a) This Agreement may be terminated by either party by giving one month written notice. However, during the probationary period, the company can terminate your service without any notice.

b) The Company shall be entitled to terminate this Agreement for breach of any of the conditions of the agreement by you and shall also be entitled to proceed, at its discretion, against you for any loss suffered by it due to your such breach of contract such as

- Dishonesty; or
- Serious or persistent misconduct; or
- Without reasonable cause; neglect or refuse to attend to your duties; or
- Fail to perform any of your obligations under this Agreement; or
- Fail to observe the Company's disciplinary rules or any other regulation of the Company from time to time in force; or
- Convicted for any criminal offence (other than an offence for which only a fine or non-custodial penalty is imposed).

c) On termination of your employment, you shall return to the company all literature, records and other property belonging to the company and in your possession to the representative of the company duly authorized to receive them from you.

2. Confidentiality

a) You shall not during the continuance of your employment or after its termination disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the Company or any of its related companies which may come to your knowledge during your employment and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. This restriction shall continue to apply after termination of your employment.

b) All notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired, received or made by you during your employment shall be the exclusive property of the Company and shall be surrendered by you to a person duly authorized by the company in that behalf at the termination of this Agreement or at the request of the Company at any time during your employment.

c) Please note that compensation package is strictly personal and confidential. Your personal compensation details, regardless of whether salary, bonus or other allowances, are between you and the company. Such compensation details are not to be discussed with other employees and we thank you in advance for your cooperation with respect to confidentiality.

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3. Non-solicitation

a) You will not approach, induce, solicit or persuade any client or customer of the Company to desist from doing business with the Company or reduce the amount of business which that customer or entity would normally have done with the Company.

b) You will not endeavor to entice away from the Company any person who has at any time during the 12months immediately preceding such cessation of employment, been employed or engaged by the Company.

4. Company Regulations

a) During your employment with the Company, you shall observe and comply with all the rules, regulations and directives of the Company as may be in force from time to time. The Company shall have the exclusive right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment.

b) You shall obtain prior permission in case you are unable to come to office on any day. Any absence without any prior intimation will be considered as a serious breach of Terms and Conditions of Service and the Company reserve the right to terminate your service without any notice or compensation.

c) During your tenure with the company, all statutory deductions are part of your salary as per applicable Government rules.

d) You will automatically retire from the service of the company on attaining the age of 55 years.

5. Waiver of Breach

The company has an exclusive right to waive any of the breach of the conditions of the agreement. However, such waiver of any breach of provision of this Agreement by the company shall not be construed as a waiver of any subsequent breach by you.

6. Notices

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid registered post or by facsimile message.

7. Statement of fact

a) It must be specifically understood that this offer is made to you based on the qualification and experience and skills you have declared to possess as per your application.

b) In case later any of your statement made or facts furnished are found to be false or your performance is not up to the mark or falls short of expectations of minimum standard set by the company, the company has the right to terminate your services forthwith without giving any notice and without prejudice to proceed against you legally for making such false statements

8. Jurisdiction

The jurisdiction concerning any dispute arising out of your employment will be in Hyderabad, Telangana Courts only.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3rd May 2017

To
Mr. Eeshan Ojha
2J, Lake Plaza,
277 Jessore Road,
Tetultallah, Kolkata - 700048
M: +91- 81422 94422

SUB: Offer Letter

Dear Mr. Eesahn Ojha

Regarding your curriculum vitae and our subsequent discussions, we are pleased to make this offer of employment to you as per the terms and conditions given below:

1. Your designation will be "Deputy Manager – Materials & Logistics".
2. You will be reporting to such officers as directed by the Company from time to time, and work at such places as designated by the Company. Currently, you will be located at Hyderabad.
3. You will be on probation for a period of 6 months from the date of joining, as per general company policy.
3. The compensation package offered to you is as per annexure A to this offer.
4. The other terms and conditions of employment are as per annexure B to this offer.

As a token of acceptance of these terms by you, please arrange to return the duplicate of this letter and the Annexure A and B duly signed by you in all pages.

With best wishes and warm regards,

For Radiant Solar Private Limited

Radiant Solar Pvt. Ltd. Hyderabad

I accept all the above terms and conditions and I shall join the organization on or before 15th May 2017.

Name & Signature Date

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE A

Name: Mr. Eeshan Ojha

	Monthly(Rs)	Annual (Rs)
Basic Salary	6,500	78,000
House Rent allowance	3,900	46,800
Travel Allowance reimbursement	6,000	72,000
Medical	2,500	30,000
Special Allowance	7,000	84,000
Mobile bill reimbursement	1,000	12,000
company contribution Provident Fund 12% of the Basic	780	9,360
Performance Incentive *	14,000	1,68,000
All Total	**41,680**	**5,00,160**

* The Incentive will be paid on the basis of satisfactory Performance of the task assigned to you.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

ANNEXURE B

TERMS AND CONDITIONS OF THE OFFER

1. Termination

a) This Agreement may be terminated by either party by giving one month written notice. However, during the probationary period, the company can terminate your service without any notice.

b) The Company shall be entitled to terminate this Agreement for breach of any of the conditions of the agreement by you and shall also be entitled to proceed, at its discretion, against you for any loss suffered by it due to your such breach of contract such as

- Dishonesty; or
- Serious or persistent misconduct; or
- Without reasonable cause; neglect or refuse to attend to your duties; or
- Fail to perform any of your obligations under this Agreement; or
- Fail to observe the Company's disciplinary rules or any other regulation of the Company from time to time in force; or
- Convicted for any criminal offence (other than an offence for which only a fine or non-custodial penalty is imposed).

c) On termination of your employment, you shall return to the company all literature, records and other property belonging to the company and in your possession to the representative of the company duly authorized to receive them from you.

2. Confidentiality

a) You shall not during the continuance of your employment or after its termination disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the Company or any of its related companies which may come to your knowledge during your employment and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. This restriction shall continue to apply after termination of your employment.

b) All notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired, received or made by you during your employment shall be the exclusive property of the Company and shall be surrendered by you to a person duly authorized by the company in that behalf at the termination of this Agreement or at the request of the Company at any time during your employment.

c) Please note that compensation package is strictly personal and confidential. Your personal compensation details, regardless of whether salary, bonus or other allowances, are between you and the company. Such compensation details are not to be discussed with other employees and we thank you in advance for your cooperation with respect to confidentiality.

Radiant Solar Pvt. Ltd.
Plot No.15, Fabcity SEZ,
Maheswaram (M), R.R.District
Hyderabad - 501510. India
Phone: +91-8977062000

3. Non-solicitation

a) You will not approach, induce, solicit or persuade any client or customer of the Company to desist from doing business with the Company or reduce the amount of business which that customer or entity would normally have done with the Company.

b) You will not endeavor to entice away from the Company any person who has at any time during the 12months immediately preceding such cessation of employment, been employed or engaged by the Company.

4. Company Regulations

a) During your employment with the Company, you shall observe and comply with all the rules, regulations and directives of the Company as may be in force from time to time. The Company shall have the exclusive right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment.

b) You shall obtain prior permission in case you are unable to come to office on any day. Any absence without any prior intimation will be considered as a serious breach of Terms and Conditions of Service and the Company reserve the right to terminate your service without any notice or compensation.

c) During your tenure with the company, all statutory deductions are part of your salary as per applicable Government rules.

d) You will automatically retire from the service of the company on attaining the age of 55 years.

5. Waiver of Breach

The company has an exclusive right to waive any of the breach of the conditions of the agreement. However, such waiver of any breach of provision of this Agreement by the company shall not be construed as a waiver of any subsequent breach by you.

6. Notices

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid registered post or by facsimile message.

7. Statement of fact

a) It must be specifically understood that this offer is made to you based on the qualification and experience and skills you have declared to possess as per your application.

b) In case later any of your statement made or facts furnished are found to be false or your performance is not up to the mark or falls short of expectations of minimum standard set by the company, the company has the right to terminate your services forthwith without giving any notice and without prejudice to proceed against you legally for making such false statements

8. Jurisdiction

The jurisdiction concerning any dispute arising out of your employment will be in Hyderabad, Telangana Courts only.

Radiant Solar Pvt. Ltd. Hyderabad

AUTHORISED SIGNATORY

Royal Sundaram General Insurance Co. Limited
Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR)
Karapakkam, Chennai – 600097.
Tel: 91-44-7117 7117 / 1860 425 0000 **Fax:** 91-44-7113 7120
Email: customer.services@royalsundaram.in **Web:** www.royalsundaram.in
Registered Office: 21, Patullos Road, Chennai – 600 002.

15-Dec-2016

To

Mr. Kodanda rama reddy Tamma
plot 501, anjaneya apartments, anjaneya nagar, moosapet, Hyderabad, 500018.

Dear **Kodanda rama reddy,**

Thank you for meeting us to pursue an employment opportunity with Royal Sundaram General Insurance Company Limited.,

Further to the interviews you had with us, we are pleased to offer you the position of **Management Trainee.**

You will report to **Srinivas Reddy Chirra, City Head - Agency (Hyderabad).**

1. Your place of posting shall be **Hyderabad - Himayat Nagar**

2. Your CTC is **Rs.4,50,000/-** per annum, detailed as in the annexure.

Please note that statutory deduction to be made, if any, will be deducted from your salary (CTC).

This offer is subject to the Company receiving a satisfactory medical opinion. A detailed appointment letter, containing the compensation details, will be issued to you upon your joining Royal Sundaram.

Training

You will be on training for the period of 12 months. During this period, this agreement may be terminated by both sides by giving 30 days notice or 1 month gross salary in lieu of notice. Your employment will be confirmed in writing subject to satisfactory performance after the training period.

Group Health Insurance Cover (If Applicable)

The Company will reimburse a lump sum amount (If Applicable), as per Company Policy / actual annual premium amount whichever is lower, towards Group Health Insurance Cover subject to the employee producing, on the date of joining / within one week of joining, a copy of Insurance Cover, if already available, for self, Spouse and 2 children.

In case non availability of an existing policy, please contact the respective HRBP for assistance to take a Retail Health Insurance Policy in Royal Sundaram.

Applicable Income Tax, if any, will be deducted for this payment,

Back Ground Verification

The company reserves the right to verify your documents and background through internal or external agencies at any stage of employment. These may include your previous employment history, educational / professional credentials and other background details.
Any false information provided by you may result in immediate withdrawal of offer or termination of employment (as the case may be) with no further compensation to you.

Royal Sundaram General Insurance Co. Limited
Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR)
Karapakkam, Chennai – 600097.
Tel: 91-44-7117 7117 / 1860 425 0000 **Fax:** 91-44-7113 7120
Email: customer.services@royalsundaram.in **Web:** www.royalsundaram.in
Registered Office: 21, Patullos Road, Chennai – 600 002.

As discussed and agreed with you, this offer stands automatically withdrawn should you fail to join Royal Sundaram on or before **01-Jun-2017.**

Welcome to the Royal Sundaram family!

Yours sincerely,

Sekar R
Head - Staffing, Compensation & Benefits

Royal Sundaram General Insurance Co. Limited
Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR)
Karapakkam, Chennai – 600097.
Tel: 91-44-7117 7117 / 1860 425 0000 **Fax:** 91-44-7113 7120
Email: customer.services@royalsundaram.in **Web:** www.royalsundaram.in
Registered Office: 21, Patullos Road, Chennai – 600 002.

Remuneration (Cost to Company in INR Per Annum)

Name : Kodanda rama reddy Tamma
Designation : Management Trainee
Grade : 00

Components	INR (Per Annum)
BASIC	84,000
BENEFITS PLAN	3,59,000
RETIREMENT BENEFITS	13,574
STATUTORY BONUS	7,000
COST TO COMPANY	4,50,000

Note:

1. Benefits Plan Break-up:

   Supplementary allowance will be paid on a monthly basis along with salary.

2. PF & Gratuity, as per the Act.

   Life Cover with Personal Accident riders, as per Company policy.

Kindly note that remuneration is a contract entirely between you and the Company and should therefore be treated as Strictly Confidential.

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Reg. Shortlist and Schedule for final interview round.

Deepshikha Verma <deepshikha.verma@magicpin.in> Sat, Jan 14, 2017 at 5:40 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Brij Bhushan <brij@magicpin.in>, Shashank Singhal <shashanks@magicpin.in>

Hi Rajith,

Hope you are doing well..!!!

PFA the offer letters of the following candidates:

1. Himani Sharma
2. Hemanth Dhanyamraju
3. Sakshay Gupta

Will also be sharing these with the candidates individually.

Looking forward to a mutually fruitful association with the IBS fraternity.

--

Thanks & Regards

Deepshikha Verma

Manager HR - Magicpin

9899413040

From: Shashank Singhal [mailto:shashanks@magicpin.in]
Sent: Saturday, January 14, 2017 12:19 PM
To: Rajith Sukhavasi
Cc: Deepshikha Verma; Brij Bhushan
Subject: Re: Reg. Shortlist and Schedule for final interview round.

Sure. Thanks Rajith.

magicpin
www.magicpin.in
SAMAST TECHNOLOGIES PRVATE LIMITED

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

January 14th, 2017

EMPLOYMENT OFFER

Dear **Sakshay Gupta,**

We are pleased to offer you a position with Samast Technologies Private Limited (the "Company"), at our Bangalore office as **Trainee – Business Development**. This letter describes the basic terms of the offer subjected to mutual agreement on the terms stated below.

This offer stands contingent to a background check and validation of the information provided by you during the interview or any other process related to your employment with the Company.

Employment Start Date, Benefits and Compensation

You are required to commence employment with the Company on **February 20th, 2017** (the "Joining Date").

You will be on probation for a period of three months from the date of your joining. Where after the probation period may be either extended at the discretion of the management or may be reduced with either earlier or on completion or thereafter till confirmation. Your services are liable to be terminated with a notice of 15 days during the initial or extended period of probation. In case you decide to leave the company during this period, you will have to give a notice of 15 days to the company.

Your annual CTC will be Rs. **5,00,000/- (Rupees Five Lakh) per annum.**

The breakup of your CTC is given below:

1. **Fixed Component**: **Rs.3,74,000/-** (Rupees Three Lakh Seventy Four Thousand) per annum + *__Reimbursements__: Up to **Rs. 54,000/ -** (Rupees Fifty Four Thousand) per annum payable up to **Rs.4,500/-** (Rupees Four Thousand Five Hundred) per month
2. ****Variable Component (based on performance)**: Up to **Rs. 72,000/ -** (Rupees Seventy Two Thousand) per annum payable up to **Rs.6,000/-** (Rupees Six Thousand) per month

* You will be eligible for reimbursements during the probation period.

** You will be eligible for the variable component post successful completion of 3 months probation period and subsequently your designation will be revised to Associate – Business Development.

Your acceptance of this offer will be considered as the confirmation of your employment with the company.

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

Employment Agreement, Confidentiality of Proprietary Information, Non-Compete and Non-Disclosure Agreement

The employee's duties might be reasonably modified at the Company's discretion from time to time. The employee will be required to work full time with the Company and during this employment, will not engage in any other business activity, regardless of whether that activity is pursued for profit, gain or any other monetary advantage. The employee is also prohibited from investment in any other competing business. The employee will be required, during and after the term of this employment, not to reveal any confidential information or trade secret to any person, firm, corporation or entity. In case of breach of this condition the Company can take action against the employee, which may be disciplinary or legal in nature.

By joining this company in the designated position, you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 6 months after the end of your employment with the company.

If the terms stated above are accepted to you, please return a copy of this document signed on each page.

Termination conditions upon Confirmation of Employment

If either (A) the Company terminates your employment, or (B) you terminate your employment with the Company, either Party, must provide one (1) month of working employment tenure to the other Party or salary in lieu of such period.

Documents required

On the day of your joining please bring the following documents to help us get you onboard quickly.

1. Graduation degree / Final year graduation mark sheet
2. PG Degree / Final year post graduation mark sheet

If you have any queries or need any assistance regarding your joining, please contact HR at hr@magicpin.in.

We are excited about the possibility of you joining us and look forward towards a mutually beneficial working relationship.

Sincerely,
For **Samast Technologies Private Limited**,

Brij Bhushan (Director)

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

Employee Acceptance

I accept employment with the Company under the terms described in this letter:

Name:_____ Signature:_____

Place:_____ Date:_____

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Reg. Shortlist and Schedule for final interview round.

Deepshikha Verma <deepshikha.verma@magicpin.in> Sat, Jan 14, 2017 at 5:40 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Brij Bhushan <brij@magicpin.in>, Shashank Singhal <shashanks@magicpin.in>

Hi Rajith,

Hope you are doing well..!!!

PFA the offer letters of the following candidates:

1. Himani Sharma
2. Hemanth Dhanyamraju
3. Sakshay Gupta

Will also be sharing these with the candidates individually.

Looking forward to a mutually fruitful association with the IBS fraternity.

--

Thanks & Regards

Deepshikha Verma

Manager HR - Magicpin

9899413040

From: Shashank Singhal [mailto:shashanks@magicpin.in]
Sent: Saturday, January 14, 2017 12:19 PM
To: Rajith Sukhavasi
Cc: Deepshikha Verma; Brij Bhushan
Subject: Re: Reg. Shortlist and Schedule for final interview round.

Sure. Thanks Rajith.

www.magicpin.in
SAMAST TECHNOLOGIES PRVATE LIMITED

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

January 14th, 2017

EMPLOYMENT OFFER

Dear **Hemanth Dhanyamraju,**

We are pleased to offer you a position with Samast Technologies Private Limited (the "Company"), at our Bangalore office as **Trainee – Business Development**. This letter describes the basic terms of the offer subjected to mutual agreement on the terms stated below.

This offer stands contingent to a background check and validation of the information provided by you during the interview or any other process related to your employment with the Company.

Employment Start Date, Benefits and Compensation

You are required to commence employment with the Company on **February 20th, 2017** (the "Joining Date").

You will be on probation for a period of three months from the date of your joining. Where after the probation period may be either extended at the discretion of the management or may be reduced with either earlier or on completion or thereafter till confirmation. Your services are liable to be terminated with a notice of 15 days during the initial or extended period of probation. In case you decide to leave the company during this period, you will have to give a notice of 15 days to the company.

Your annual CTC will be Rs. **5,00,000/- (Rupees Five Lakh) per annum.**

The breakup of your CTC is given below:

1. **Fixed Component**: **Rs.3,74,000/-** (Rupees Three Lakh Seventy Four Thousand) per annum + *__Reimbursements__: Up to **Rs. 54,000/ -** (Rupees Fifty Four Thousand) per annum payable up to **Rs.4,500/-** (Rupees Four Thousand Five Hundred) per month
2. ****Variable Component (based on performance)**: Up to **Rs. 72,000/ -** (Rupees Seventy Two Thousand) per annum payable up to **Rs.6,000/-** (Rupees Six Thousand) per month

* You will be eligible for reimbursements during the probation period.

** You will be eligible for the variable component post successful completion of 3 months probation period and subsequently your designation will be revised to Associate – Business Development.

Your acceptance of this offer will be considered as the confirmation of your employment with the company.

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

Employment Agreement, Confidentiality of Proprietary Information, Non-Compete and Non-Disclosure Agreement

The employee's duties might be reasonably modified at the Company's discretion from time to time. The employee will be required to work full time with the Company and during this employment, will not engage in any other business activity, regardless of whether that activity is pursued for profit, gain or any other monetary advantage. The employee is also prohibited from investment in any other competing business. The employee will be required, during and after the term of this employment, not to reveal any confidential information or trade secret to any person, firm, corporation or entity. In case of breach of this condition the Company can take action against the employee, which may be disciplinary or legal in nature.

By joining this company in the designated position, you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 6 months after the end of your employment with the company.

If the terms stated above are accepted to you, please return a copy of this document signed on each page.

Termination conditions upon Confirmation of Employment

If either (A) the Company terminates your employment, or (B) you terminate your employment with the Company, either Party, must provide one (1) month of working employment tenure to the other Party or salary in lieu of such period.

Documents required

On the day of your joining please bring the following documents to help us get you onboard quickly.

1. Graduation degree / Final year graduation mark sheet
2. PG Degree / Final year post graduation mark sheet

If you have any queries or need any assistance regarding your joining, please contact HR at hr@magicpin.in.

We are excited about the possibility of you joining us and look forward towards a mutually beneficial working relationship.

Sincerely,
For **Samast Technologies Private Limited**,

Brij Bhushan (Director)

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

Employee Acceptance

I accept employment with the Company under the terms described in this letter:

Name:_____ Signature:_____

Place:_____ Date:_____

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Reg. Shortlist and Schedule for final interview round.

Deepshikha Verma <deepshikha.verma@magicpin.in> Sat, Jan 14, 2017 at 5:40 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Brij Bhushan <brij@magicpin.in>, Shashank Singhal <shashanks@magicpin.in>

Hi Rajith,

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1. Himani Sharma
2. Hemanth Dhanyamraju
3. Sakshay Gupta

Will also be sharing these with the candidates individually.

Looking forward to a mutually fruitful association with the IBS fraternity.

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Thanks & Regards

Deepshikha Verma

Manager HR - Magicpin

9899413040

From: Shashank Singhal [mailto:shashanks@magicpin.in]
Sent: Saturday, January 14, 2017 12:19 PM
To: Rajith Sukhavasi
Cc: Deepshikha Verma; Brij Bhushan
Subject: Re: Reg. Shortlist and Schedule for final interview round.

Sure. Thanks Rajith.

magicpin
www.magicpin.in
SAMAST TECHNOLOGIES PRVATE LIMITED

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

January 14th, 2017

EMPLOYMENT OFFER

Dear **Himani Sharma,**

We are pleased to offer you a position with Samast Technologies Private Limited (the "Company"), at our Bangalore office as **Trainee – Business Development**. This letter describes the basic terms of the offer subjected to mutual agreement on the terms stated below.

This offer stands contingent to a background check and validation of the information provided by you during the interview or any other process related to your employment with the Company.

Employment Start Date, Benefits and Compensation

You are required to commence employment with the Company on **February 20th, 2017** (the "Joining Date").

You will be on probation for a period of three months from the date of your joining. Where after the probation period may be either extended at the discretion of the management or may be reduced with either earlier or on completion or thereafter till confirmation. Your services are liable to be terminated with a notice of 15 days during the initial or extended period of probation. In case you decide to leave the company during this period, you will have to give a notice of 15 days to the company.

Your annual CTC will be Rs. **5,00,000/- (Rupees Five Lakh) per annum.**

The breakup of your CTC is given below:

1. **Fixed Component**: **Rs.3,74,000/-** (Rupees Three Lakh Seventy Four Thousand) per annum + *__Reimbursements__: Up to **Rs. 54,000/ -** (Rupees Fifty Four Thousand) per annum payable up to **Rs.4,500/-** (Rupees Four Thousand Five Hundred) per month
2. ****Variable Component (based on performance)**: Up to **Rs. 72,000/ -** (Rupees Seventy Two Thousand) per annum payable up to **Rs.6,000/-** (Rupees Six Thousand) per month

* You will be eligible for reimbursements during the probation period.

** You will be eligible for the variable component post successful completion of 3 months probation period and subsequently your designation will be revised to Associate – Business Development.

Your acceptance of this offer will be considered as the confirmation of your employment with the company.

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

Employment Agreement, Confidentiality of Proprietary Information, Non-Compete and Non-Disclosure Agreement

The employee's duties might be reasonably modified at the Company's discretion from time to time. The employee will be required to work full time with the Company and during this employment, will not engage in any other business activity, regardless of whether that activity is pursued for profit, gain or any other monetary advantage. The employee is also prohibited from investment in any other competing business. The employee will be required, during and after the term of this employment, not to reveal any confidential information or trade secret to any person, firm, corporation or entity. In case of breach of this condition the Company can take action against the employee, which may be disciplinary or legal in nature.

By joining this company in the designated position, you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 6 months after the end of your employment with the company.

If the terms stated above are accepted to you, please return a copy of this document signed on each page.

Termination conditions upon Confirmation of Employment

If either (A) the Company terminates your employment, or (B) you terminate your employment with the Company, either Party, must provide one (1) month of working employment tenure to the other Party or salary in lieu of such period.

Documents required

On the day of your joining please bring the following documents to help us get you onboard quickly.

1. Graduation degree / Final year graduation mark sheet
2. PG Degree / Final year post graduation mark sheet

If you have any queries or need any assistance regarding your joining, please contact HR at hr@magicpin.in.

We are excited about the possibility of you joining us and look forward towards a mutually beneficial working relationship.

Sincerely,
For **Samast Technologies Private Limited**,

Brij Bhushan (Director)

CIN: U74140DL2015PTC280739
CORPORATE OFFICE: 3RD FLOOR,
PLOT NO.98, SEC 44, GURGAON – 122002
PHONE: 0124 4010021
EMAIL: partner@magicpin.in

Employee Acceptance

I accept employment with the Company under the terms described in this letter:

Name:_____ Signature:_____

Place:_____ Date:_____

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
19th July 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Harshvardhan,

Subject: Letter of Offer for the position of Associate – Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate – Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	01st August 2017
2.	Position:	Associate – Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 6:30 pm to 3:30 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	Nil

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 20th July, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate – Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

Simplified™

Annexure A		
Emp Id	**SSIPL**	
Name	**Harshvardhan Singh Solanki**	
Tier	**1**	
Designation	**Associate Data Analytics**	
Components	**ANNUAL (INR)**	**MONTHLY (INR)**
Basic Salary	Rs. 1,51,360.00	Rs. 12,613.00
HRA (House Rent Allowance)	Rs. 75,680.00	Rs. 6,307.00
Transport Allowance	Rs. 19,200.00	Rs. 1,600.00
Medical Allowance	Rs. 0.00	Rs. 0.00
Executive Allowance	Rs. 1,32,160.00	Rs. 11,013.00
Gross Salary	**Rs. 3,78,400.00**	**Rs. 31,533.00**
Employee PF Contribution	Rs. 21,600.00	Rs. 1,800.00
PT	Rs. 2,500.00	Rs. 200.00
Total Deduction	**Rs. 24,100.00**	**Rs. 2,000.00**
Net Payable Salary	**Rs. 3,54,300.00**	**Rs. 29,533.00**

CTC Annual	**Rs. 4,00,000.00**
PF	Rs. 21,600.00
EMPLR PF	Rs. 21,600.00
PT	Rs. 2,500.00
Net Salary	Rs. 3,54,300.00
Monthly CTC	**Rs. 33,333.33**
PF	Rs. 1,800.00
EMPLR PF	Rs. 1,800.00
PT	Rs. 200.00
Net Salary	**Rs. 29,525.00**
Total CTC	**Rs. 4,00,000.00**

Other benefits

Birthday Allowance

Mediclaim as per company policy

Meal Allowance provided

Transport Provided

**TDS will Be Deducted on Net Taxable Income on Monthly Basis As Per IT Act

You understand and affirm the need to treat your salary package as highly individual and confidential, which is to be discussed only with HR.

For Selling Simplified India Pvt Ltd

Riddhi Kawa
Manager - Talent Acquisition

I accept the terms of this letter
Signature

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
11th July 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Pranita,

Subject: Letter of Offer for the position of Associate – Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate – Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	12th July 2017
2.	Position:	Associate – Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 6:30 pm to 3:30 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	Nil

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 11th July, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate – Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

Simplified™

Annexure A		
Emp Id	**SSIPL**	
Name	**Pranita Ghodpage**	
Tier	**1**	
Designation	**Associate Data Analytics**	
Components	**ANNUAL (INR)**	**MONTHLY (INR)**
Basic Salary	Rs. 1,51,360.00	Rs. 12,613.00
HRA (House Rent Allowance)	Rs. 75,680.00	Rs. 6,307.00
Transport Allowance	Rs. 19,200.00	Rs. 1,600.00
Medical Allowance	Rs. 0.00	Rs. 0.00
Executive Allowance	Rs. 1,32,160.00	Rs. 11,013.00
Gross Salary	**Rs. 3,78,400.00**	**Rs. 31,533.00**
Employee PF Contribution	Rs. 21,600.00	Rs. 1,800.00
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Birthday Allowance

Mediclaim as per company policy

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Transport Provided

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You understand and affirm the need to treat your salary package as highly individual and confidential, which is to be discussed only with HR.

For Selling Simplified India Pvt Ltd

Riddhi Kawa
Manager - Talent Acquisition

I accept the terms of this letter
Signature

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Letter of Intent: Prerana Majumdar and Sadiya Shaik

Manan Sharma <Manan.Sharma@invecas.com> Fri, Jan 27, 2017 at 6:17 PM
To: "rajiths@ibsindia.org" <rajiths@ibsindia.org>
Cc: Gangadhar Gude <ggude@invecas.com>, Guru Prasad Lingadalli <GuruPrasad.Lingadalli@invecas.com>, Sabita Koganti <sabita.koganti@invecas.com>

Hi Rajith,

As discussed on call with you, we are interested to offer Sadiya and Prerana for working with our Consortium Companies (INVECAS and SoCtronics). For each of them we are going ahead with an offer of INR.5LPA as Fixed CTC and an additional INR.1 Lakh rupees as joining bonus. Please note, the Joining bonus will come with a lock-in period of 24 months which means that they will have to pay it back to the company if they leave us within 24 months of joining.

My team will share the detailed offer letters with them by 30th Jan'17.

Thanks,

Manan Sharma

HR Head: INVECAS and SoCtronics

9966003893

040 4392 5555

SoCtronics

SOCTRONICS TECHNOLOGIES PVT LTD
Plot No. 89 & 90, H. No.8-2-120/76/115/P-2, Road No.2
Banjara Hills, Hyderabad – 500034, Telangana
CIN-U72200TG2000PTC033921
Tel:+91-40-43929999 Fax: +91-40-43929998

31st January, 2017

Sadiya Shaik
Hyderabad

Dear Sadiya Shaik,

We are pleased to offer you the position of **Business Analyst** in SoCtronics Technologies Private Limited. You will be located at **Hyderabad, India**. Your employment with the company will commence on **20th February, 2017.**

The terms of your employment with SoCtronics (Company) are set out herein below:

Duties:
You are required to undertake the duties as informed to you by the Company and you will report to the assigned manager at the time of your joining.

During your service in the company, depending on the project requirements and demands you may be placed at different customer locations or affiliated companies in India or abroad for which you shall willingly take up the responsibilities.

Total Compensation: Rs. 5,00,000 + Rs. 1,00,000 = Rs. 6,00,000 P.A
Your gross annual CTC is **Rs. 5,00,000/- per annum (Rupees Five lakhs only per annum)** as per the details given in Annexure A to this letter.

Additionally, along with first month salary payment, you will be paid a joining bonus of Rs.1,00,000/- In the event of you leaving the company before 2 years, you will be liable to pay back this entire amount to the company.

Your salary will be paid to you monthly and shall be paid net of applicable withholding taxes. Your salary is confidential information and should not be discussed with other employees of the company or its affiliated companies. Discussing your salary information with other employees of the company or its affiliated companies shall become reason for attraction of appropriate disciplinary action.

Bond Agreement:

You need to submit a Bank Guarantee as per our company's format for Rs. 3,00,000/- (Rupees Three Lakhs Only) to serve the company for a minimum period of two years from the date of joining. Bank Guarantee should be from a reputed bank.

Background Check:
The employment that you will enter into the Company is subject to satisfactory background clearance. The company reserves the right to terminate your employment or initiate disciplinary proceedings, if any of the information provided by you, certificates or letters of recommendation or

references turn out to be false.

Probation:
You shall be on probation for a period of six months from the date of joining the Company. Your probationary period will be considered as completed in six months unless otherwise communicated.

Termination and Notice Period:
During the probation period, your employment with the company may be terminated by the company within one week of notice with salary paid till that date only. Should you decide to voluntarily terminate your employment during the probation period, you will be required to give two months' notice to the company for proper relieving. After the Probation period, your employment with the company may be terminated by either party giving due notice of two months.

During the period of notice, you shall carry out such duties (if any) as the Company may require, but the Company may suspend you from all or any of your duties and impose such restrictions on carrying out of your duties, your activities, attendance at the company premises, contact with clients, staff, consultants, suppliers and otherwise as it shall think fit. Also, you are responsible for knowledge transfer of all the work and responsibilities you are handling to another person identified by the management before you are relieved.

The company has the right to terminate your services without assigning any reason and without any pay on the grounds of indiscipline, default, negligence or any breach of the terms and conditions of this letter, other agreements that you would sign as part of employment and including any representations made by you in relation to your candidature.

You will be required to sign a standard Employment Agreement to this effect on joining of the organization.

Confidentiality:
The protection of confidential business information is vital to the interests and success of SoCtronics. All employees are required to sign a Business Protection Agreement including but not limited to assignment of Inventions and Original Works to SoCtronics as a condition of employment. Employees who improperly use or disclose confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information. You will also be required to sign an additional IT security agreement document to ensure information security. You will be required to sign additionally customers Non-Disclosure Agreements from time to time as required by the company's customers depending on the projects assigned to you.

Inventions and Original Works Assigned to SoCtronics:

You need to disclose in writing to SoCtronics, all inventions, improvements, works of authorship and other innovations of any kind that you may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing work for SoCtronics or as a result of that work, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection ("Innovations"). Examples of Innovations include but not limited to: original works of authorship, formulas, processes, databases, plans, specifications, computer programs and their

documentation, books, manuals.

All Innovations and your work product resulting from the provision of Services will be the sole and exclusive property of SoCtronics and all rights in the Innovations and such work product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights shall assign to SoCtronics.

Corporate Business Principles

You agree to abide by the policies and procedures in the Human Resource Guidelines of the Company as amended from time to time. You agree not to seek employment or take employment, within 1 year after leaving the company, with any customer company that you have worked for during your employment with the company.

At the company our long term success depends on both the results we achieve and the way we make the results happen. We set high standards for our people, our products and our processes. Quality must set us apart. We set high standards of personal integrity and ethics in all our business ventures. We at the company feel that you will make an invaluable addition to our team and it is with great enthusiasm we hope that you accept this offer.

We look forward to having you on board of SoCtronics and the opportunity to work with you. To show your acceptance of this letter of offer and the clauses there in, please sign this letter in the space indicated and return one original signed copy to SoCtronics Human Resources at the earliest. More details on joining formalities at Annexure-B

Sincerely

For SoCtronics Technologies Pvt. Ltd

Authorised Signatory

I hereby and unconditionally accept all the above terms and conditions of this Appointment Letter and agree to be bound unconditionally by all the rules and regulations of the company as applicable from time to time.

AGREED, ACKNOWLEDGED AND ACCEPTED

Name

Signature
Date

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
26th July 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Shrey Gupta,

Subject: Letter of Offer for the position of Associate – Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate – Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	01st August, 2017
2.	Position:	Associate – Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 6:30 pm to 3:30 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	Nil

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 27th July, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate – Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

Simplified™

Annexure A		
Emp Id	**SSIPL**	
Name	**Shrey Gupta**	
Tier	**1**	
Designation	**Associate Data Analytics**	
Components	**ANNUAL (INR)**	**MONTHLY (INR)**
Basic Salary	Rs. 1,51,360.00	Rs. 12,613.00
HRA (House Rent Allowance)	Rs. 75,680.00	Rs. 6,307.00
Transport Allowance	Rs. 19,200.00	Rs. 1,600.00
Medical Allowance	Rs. 0.00	Rs. 0.00
Executive Allowance	Rs. 1,32,160.00	Rs. 11,013.00
Gross Salary	**Rs. 3,78,400.00**	**Rs. 31,533.00**
Employee PF Contribution	Rs. 21,600.00	Rs. 1,800.00
PT	Rs. 2,500.00	Rs. 200.00
Total Deduction	**Rs. 24,100.00**	**Rs. 2,000.00**
Net Payable Salary	**Rs. 3,54,300.00**	**Rs. 29,533.00**

CTC Annual	**Rs. 4,00,000.00**
PF	Rs. 21,600.00
EMPLR PF	Rs. 21,600.00
PT	Rs. 2,500.00
Net Salary	Rs. 3,54,300.00
Monthly CTC	**Rs. 33,333.33**
PF	Rs. 1,800.00
EMPLR PF	Rs. 1,800.00
PT	Rs. 200.00
Net Salary	**Rs. 29,525.00**
Total CTC	**Rs. 4,00,000.00**

Other benefits

Birthday Allowance

Mediclaim as per company policy

Meal Allowance provided

Transport Provided

**TDS will Be Deducted on Net Taxable Income on Monthly Basis As Per IT Act

You understand and affirm the need to treat your salary package as highly individual and confidential, which is to be discussed only with HR.

For Selling Simplified India Pvt Ltd

Riddhi Kawa
Manager - Talent Acquisition

I accept the terms of this letter
Signature

IBS BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Letter of Intent: Prerana Majumdar and Sadiya Shaik

Manan Sharma <Manan.Sharma@invecas.com> Fri, Jan 27, 2017 at 6:17 PM
To: "rajiths@ibsindia.org" <rajiths@ibsindia.org>
Cc: Gangadhar Gude <ggude@invecas.com>, Guru Prasad Lingadalli <GuruPrasad.Lingadalli@invecas.com>, Sabita Koganti <sabita.koganti@invecas.com>

Hi Rajith,

As discussed on call with you, we are interested to offer Sadiya and Prerana for working with our Consortium Companies (INVECAS and SoCtronics). For each of them we are going ahead with an offer of INR.5LPA as Fixed CTC and an additional INR.1 Lakh rupees as joining bonus. Please note, the Joining bonus will come with a lock-in period of 24 months which means that they will have to pay it back to the company if they leave us within 24 months of joining.

My team will share the detailed offer letters with them by 30th Jan'17.

Thanks,

Manan Sharma

HR Head: INVECAS and SoCtronics

9966003893

040 4392 5555

SoCtronics

SOCTRONICS TECHNOLOGIES PVT LTD
Plot No. 89 & 90, H. No.8-2-120/76/115/P-2, Road No.2
Banjara Hills, Hyderabad – 500034, Telangana
CIN-U72200TG2000PTC033921
Tel:+91-40-43929999 Fax: +91-40-43929998

31st January, 2017

Prerana Majumdar
Hyderabad

Dear Prerana Majumdar,

We are pleased to offer you the position of **Digital Marketing Executive** in SoCtronics Technologies Private Limited. You will be located at Hyderabad**, India**. Your employment with the company will commence on **20th February, 2017.**

The terms of your employment with SoCtronics (Company) are set out herein below:

Duties:
You are required to undertake the duties as informed to you by the Company and you will report to the assigned manager at the time of your joining.

During your service in the company, depending on the project requirements and demands you may be placed at different customer locations or affiliated companies in India or abroad for which you shall willingly take up the responsibilities.

⇒ **Total Compensation:** Rs. 5,00,000 + Rs. 1,00,000 = Rs. 6,00,000 P.A.
Your gross annual CTC is **Rs. 5,00,000/- per annum (Rupees Five lakhs only per annum)** as per the details given in Annexure A to this letter.

Additionally, along with first month salary payment, you will be paid a joining bonus of Rs.1,00,000/- In the event of you leaving the company before 2 years, you will be liable to pay back this entire amount to the company.

Your salary will be paid to you monthly and shall be paid net of applicable withholding taxes. Your salary is confidential information and should not be discussed with other employees of the company or its affiliated companies. Discussing your salary information with other employees of the company or its affiliated companies shall become reason for attraction of appropriate disciplinary action.

Bond Agreement:

You need to submit a Bank Guarantee as per our company's format for Rs. 3,00,000/- (Rupees Three Lakhs Only) to serve the company for a minimum period of two years from the date of joining. Bank Guarantee should be from a reputed bank.

Background Check:
The employment that you will enter into the Company is subject to satisfactory background clearance. The company reserves the right to terminate your employment or initiate disciplinary proceedings, if any of the information provided by you, certificates or letters of recommendation or

references turn out to be false.

Probation:
You shall be on probation for a period of six months from the date of joining the Company. Your probationary period will be considered as completed in six months unless otherwise communicated.

Termination and Notice Period:
During the probation period, your employment with the company may be terminated by the company within one week of notice with salary paid till that date only. Should you decide to voluntarily terminate your employment during the probation period, you will be required to give two months' notice to the company for proper relieving. After the Probation period, your employment with the company may be terminated by either party giving due notice of two months.

During the period of notice, you shall carry out such duties (if any) as the Company may require, but the Company may suspend you from all or any of your duties and impose such restrictions on carrying out of your duties, your activities, attendance at the company premises, contact with clients, staff, consultants, suppliers and otherwise as it shall think fit. Also, you are responsible for knowledge transfer of all the work and responsibilities you are handling to another person identified by the management before you are relieved.

The company has the right to terminate your services without assigning any reason and without any pay on the grounds of indiscipline, default, negligence or any breach of the terms and conditions of this letter, other agreements that you would sign as part of employment and including any representations made by you in relation to your candidature.

You will be required to sign a standard Employment Agreement to this effect on joining of the organization.

Confidentiality:
The protection of confidential business information is vital to the interests and success of SoCtronics. All employees are required to sign a Business Protection Agreement including but not limited to assignment of Inventions and Original Works to SoCtronics as a condition of employment. Employees who improperly use or disclose confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information. You will also be required to sign an additional IT security agreement document to ensure information security. You will be required to sign additionally customers Non-Disclosure Agreements from time to time as required by the company's customers depending on the projects assigned to you.

Inventions and Original Works Assigned to SoCtronics:

You need to disclose in writing to SoCtronics, all inventions, improvements, works of authorship and other innovations of any kind that you may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing work for SoCtronics or as a result of that work, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection ("Innovations"). Examples of Innovations include but not limited to: original works of authorship, formulas, processes, databases, plans, specifications, computer programs and their

documentation, books, manuals.

All Innovations and your work product resulting from the provision of Services will be the sole and exclusive property of SoCtronics and all rights in the Innovations and such work product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights shall assign to SoCtronics.

Corporate Business Principles

You agree to abide by the policies and procedures in the Human Resource Guidelines of the Company as amended from time to time. You agree not to seek employment or take employment, within 1 year after leaving the company, with any customer company that you have worked for during your employment with the company.

At the company our long term success depends on both the results we achieve and the way we make the results happen. We set high standards for our people, our products and our processes. Quality must set us apart. We set high standards of personal integrity and ethics in all our business ventures. We at the company feel that you will make an invaluable addition to our team and it is with great enthusiasm we hope that you accept this offer.

We look forward to having you on board of SoCtronics and the opportunity to work with you. To show your acceptance of this letter of offer and the clauses there in, please sign this letter in the space indicated and return one original signed copy to SoCtronics Human Resources at the earliest. More details on joining formalities at Annexure-B

Sincerely

For SoCtronics Technologies Pvt. Ltd

Authorised Signatory

I hereby and unconditionally accept all the above terms and conditions of this Appointment Letter and agree to be bound unconditionally by all the rules and regulations of the company as applicable from time to time.

AGREED, ACKNOWLEDGED AND ACCEPTED

Name

Signature
Date

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt. Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
25th April, 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Ashish Kumar,

Subject: Letter of Offer for the position of Associate Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	08th May 2017
2.	Position:	Associate Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 7:00 pm to 4:00 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	No

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 25th April, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt. Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
25th April, 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Deeptimann Sharma,

Subject: Letter of Offer for the position of Associate Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	08th May 2017
2.	Position:	Associate Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 7:00 pm to 4:00 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	No

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 25th April, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt. Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
24th April, 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Aditya Singh,

Subject: Letter of Offer for the position of Associate Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	02nd May 2017
2.	Position:	Associate Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 7:00 pm to 4:00 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	No

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 24th April, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

Letter of Offer

Selling Simplified – Human Resources

Selling Simplified India Pvt. Ltd
7th Floor, Kumar Business Centre,
Bund Garden Road, Pune
24th April, 2017

*Please note this is a preliminary, non-binding Letter of Offer ("**Letter**") recording the intent of Selling Simplified India Pvt Ltd. (the "**Company**") to offer a position in the Company to the concerned addressee of this Letter subject to fulfillment of mutually agreeable terms and conditions set out herein as well as in the Employment Agreement on the date of joining.*

Dear Ambika Ghosh,

Subject: Letter of Offer for the position of Associate Data Analytics at the Company

This has reference to your application and the subsequent interview with us. We are pleased to offer you the position of **Associate Data Analytics.**

This is an extremely exciting and important time in the Company's growth, the energy and enthusiasm provided by the aspiring workforce of the Company will be critical in helping the Company build their business.

Basic Terms and Conditions:

1.	Date of Joining:	02nd May 2017
2.	Position:	Associate Data Analytics
3.	Current Location:	Pune
4.	Timings and Shift:	5 days working and 7:00 pm to 4:00 am
5.	Annual Remuneration:	INR 4,00,000/-
6.	Incentive:	No

7. Documents to be submitted prior to the date of joining:

   Two (2) passport size photos;
   ID proof (PAN card/ Voter ID/ Passport);
   Educational Documents and work Experience letters
   Copy of last salary slip from the previous employer;

Letter of Offer

Selling Simplified – Human Resources

If the basic terms and conditions set forth in this Letter with respect to your employment with the Company are agreeable by you, please sign this Letter in the space provided below and return it to me by 24th April, 2017.

The Employment Manual of the Company is applicable to all employees of the Company, irrespective of the position and terms of their employment. If you choose to accept this offer, a copy of the same will be made available to you on the date of joining the Company. We encourage all employees to be well versed with the Employment Manual and the rules and regulations set therein.

Please note that you are expected to keep the salary package offered to you as strictly confidential and not to share information regarding the salary with any other employee(s) of the Company.

Should you have any questions about this offer, please do not hesitate to contact me directly.

Sincerely,

Riddhi Kawa
Manager – Talent Acquisition

Acknowledged and Accepted by:

_____

(Signature) (Date)

I hereby accept the offer as stated above and acknowledge that I have no obligations and/or limitations of being able to perform the essential job functions of the **Associate Data Analytics**. Nor do I have any contractual arrangements and/or non-compete agreements with any organization, which may limit my ability to perform the job to the fullest of my abilities.

Disclaimer: This Letter of Offer is intended to be a summary evidencing the preliminary understanding arrived at between the Company and the addressee of this Letter of Offer with respect to the position described herein. This Letter of Offer is only indicative of an expression of the present intention of the Company and does not constitute a legally binding obligation or commitment, or any fiduciary relationship between the parties other than with respect to the confidentiality and exclusivity. The Company shall neither have any legal obligation nor owe any legal duty to the addressee of this Letter of Offer nor shall any legal obligation or duty be implied until such time as the Employment Agreement for the purposes of capturing the precise terms and conditions contemplated herein have been executed by authorized representatives of the Company which may be in addition to those contained herein.

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Offer Letter- Shore Group

offers <offers@shoregrp.com> Wed, Nov 23, 2016 at 3:40 PM
To: "eyamini.natarajan@gmail.com" <eyamini.natarajan@gmail.com>
Cc: Irudia Anthony <irudia.anthony@shoregrp.com>, Akash Dasmohapatra <akash.dasmohapatra@shoregrp.com>, M S Prasad <msprasad@ibsindia.org>

Dear Eyamini,

Congratulations on being offered a position as a **Junior Research Analyst** with **Shore Group.** You are required to join Shore on **6th March 2017 at 11:00 AM** for the joining formalities.

Please find the offer letter attached to the email. Your Job Offer Stands Valid subject to the positive note from Back Ground Verification.

You will be meeting **Akash/Ramya from HRD** at Shore. Please carry hard copy of the offer letter with your signature as an acknowledgement and also for showing it to the security for their internal procedures.

Please scan copies of your Educational, Experience, PAN, Passport, Aadhar, Pay slip and send it to offers@shoregrp.com . Also please bring 2 passport size photographs and your originals for verification purpose only.

You will get your appointment letter during the course of the joining formalities and other HR procedures. Induction and other process will follow thereafter.

Ensure you carry all your documents and be there on time on the date of your joining.

We wish you good luck and look ahead to meet you **6th March 2017 at 11:00 AM.** Please reply to this email as an acceptance.

Congratulations once again.

Dharmender B

Manager – Talent Acquisition

Shore Group Associates LLC

(O) +91-040-40648413 (C) +91-9640386187

www.ShoreGroupAssociates.com

NOTICE TO RECIPIENTS: This communication may contain confidential and/or privileged information. If you are not the intended recipient (or have received this communication in error) please notify the sender and it-support@shoregrp.com immediately, and destroy this communication. Any unauthorized copying, disclosure or distribution of the material in this communication is strictly forbidden. Any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Shore Offer Letter - Eyamini Natarajan.pdf
320K

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

JOB OFFER LETTER

Dear Eyamini Natarajan,

Congratulations and welcome to Shore Infotech India Pvt. Ltd.

With reference to your application and subsequent interviews, we are pleased to offer you the position of **"Junior Research Analyst"** based on the credentials presented by you.

Joining Date: You are requested to join us full-time on **6th March 2017** in our Hyderabad office.
Shift Timing: 11:00 AM to 08:00 PM

Salary: Your fixed CTC will be **INR 6, 50, 000/-** per annum (Your salary structure/details are set out in "Annexure I" enclosed to this offer letter). The salary component is subject to tax deductions, as applicable.

Probation Period: You will be initially on probation for a period of six months from your actual joining date of the company and will continue to be so unless and until you are expressly confirmed in the regular service of the company.

Background Verification: Thorough background verification will be conducted either before or after your joining date. This verification may be carried out by third party agency authorized by Shore Infotech India Pvt. Ltd.
Background verification includes checking of all facts submitted to the company, including but not limited to curriculum vitae or application.

Please sign and return the Duplicate Copy of this letter as a token of your acceptance of the above Terms & Conditions. In case your acceptance is not received within 3 days from the date of receipt of this offer, this offer stands automatically withdrawn.

You are requested to carry all documents listed in "Annexure II" enclosed to this offer letter.

Shore Infotech is a growing and expanding organization. We are confident you will enjoy working with us and we look forward to a long association together.

Once again, welcome to Shore Infotech family!

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources.

Acceptance

I ---------- hereby agree, confirm and accept employment with Shore Infotech in accordance with the Terms & Conditions set out above which I have read and fully understood.

Name: _____ Signature & Date: _____

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure 1

Name	**Eyamini Natarajan**
Designation	**Junior Research Analyst**
Total CTC	**650000**
Date of Joining	**6-Mar-17**

SR. NO.	COMPONENTS OF PAY	PER MONTH	PER ANNUM
A	**MONTHLY ALLOWANCES**		
1	Basic	23,761	285,131
2	HRA	11,880	142,565
3	Special Allowance	4,050	48,604
4	Medical Allowance	1,250	15,000
5	LTA	1,980	23,761
6	Meal Voucher	3,000	36,000
4	Conveyance Allowance	1,600	19,200
	TOTAL A	**47,522**	**570,262**
B	**OTHER POTENTIAL CASH BENEFITS**		
1	Retention Bonus	5,417	65,000
	TOTAL B	**5,417**	**65,000**
	Total A+B	**52,938**	**635,262**
C	**RETIRALS & BENEFITS**		
1	Provident Fund - Employer Contribution	0	0
2	Gratuity	1,078	12,938
3	Medical Insurance	150	1,800
	TOTAL C	**1,228**	**14,738**
	TOTAL CTC (A + B + C)	**54,167**	**650,000**
D	**Deductions**		
1	Provident Fund	0	0
2	Meal Voucher	0	0
3	Professional Tax	200	2,400
	Total D	**200**	**2,400**
	Net Take Home	**47,322**	**567,862**

Notes:

All applicable statutory deductions will be made from your total earnings.

All applicable Tax deductions will be made from your total earnings.

Retention Bonus: Retention bonus is paid semiannually (every 6 months), 50% of the retention bonus amount would be paid after completion of 6 months in the company and the balance amount after completion of 12 months.

Flex pay allowances are part of "Other allowance", please refer the Flex-pay allowance policy.

You are covered under "Group Personal Accidental Insurance" for sum insured amount of 2 lakhs.

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure II

You are required to submit the following documents at the time of joining, request you to carry original copies for verification purpose and 1 set of photo copies.

- Copy of Offer Letter
- Copy of Resume
- 4 Passport size photographs
- Educational Qualification certificates (Highest qualification mandatory)
- PANCARD (copies of both sides – front & back)
- Temporary and Permanent address Proof along with valid ID Proof
    - Passport/Voter ID/Ration Card/Electricity Bill/Telephone Bill/Bank Pass Book/Rental Agreement
- Aadhar Card/Photo Identity Proof
- Copy of any bank statement
- Previous Company Salary Pay slip/Certificate and Offer Letter
- Experience Letter
- Marriage Certificate(If Applicable)
- Willing to work in shifts and on rotational basis
- All documents should be True Attested copies by a NOTARY or Gazetted Officer
- Original Certificates to be brought along with the copies for the Purpose of Verification
- On submission of all the above mentioned documents and after scrutinizing the appointment order will be issued
- On Boarding will not be done if all the required documents are not available

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Offer Letter- Shore Group

offers <offers@shoregrp.com> Wed, Nov 23, 2016 at 3:38 PM
To: "neerja_srirangam@yahoo.co.in" <neerja_srirangam@yahoo.co.in>
Cc: Irudia Anthony <irudia.anthony@shoregrp.com>, Akash Dasmohapatra <akash.dasmohapatra@shoregrp.com>, M S Prasad <msprasad@ibsindia.org>

Dear Neerja,

Congratulations on being offered a position as a **Junior Research Analyst** with **Shore Group.** You are required to join Shore on **6th March 2017 at 11:00 AM** for the joining formalities.

Please find the offer letter attached to the email. Your Job Offer Stands Valid subject to the positive note from Back Ground Verification.

You will be meeting **Akash/Ramya from HRD** at Shore. Please carry hard copy of the offer letter with your signature as an acknowledgement and also for showing it to the security for their internal procedures.

Please scan copies of your Educational, Experience, PAN, Passport, Aadhar, Pay slip and send it to offers@shoregrp.com . Also please bring 2 passport size photographs and your originals for verification purpose only.

You will get your appointment letter during the course of the joining formalities and other HR procedures. Induction and other process will follow thereafter.

Ensure you carry all your documents and be there on time on the date of your joining.

We wish you good luck and look ahead to meet you **6th March 2017 at 11:00 AM.** Please reply to this email as an acceptance.

Congratulations once again.

Dharmender B

Manager – Talent Acquisition

Shore Group Associates LLC

(O) +91-040-40648413 (C) +91-9640386187

www.ShoreGroupAssociates.com

NOTICE TO RECIPIENTS: This communication may contain confidential and/or privileged information. If you are not the intended recipient (or have received this communication in error) please notify the sender and it-support@shoregrp.com immediately, and destroy this communication. Any unauthorized copying, disclosure or distribution of the material in this communication is strictly forbidden. Any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Shore Offer Letter - Neerja Srirangam.pdf
320K

SHORE

ENDURING COMMITMENT. CONTINUOUS INNOVATION

JOB OFFER LETTER

Dear Neerja Srirangam,

Congratulations and welcome to Shore Infotech India Pvt. Ltd.

With reference to your application and subsequent interviews, we are pleased to offer you the position of **"Junior Research Analyst"** based on the credentials presented by you.

Joining Date: You are requested to join us full-time on **6th March 2017** in our Hyderabad office.
Shift Timing: 11:00 AM to 08:00 PM

Salary: Your fixed CTC will be **INR 6, 50, 000/-** per annum (Your salary structure/details are set out in "Annexure I" enclosed to this offer letter). The salary component is subject to tax deductions, as applicable.

Probation Period: You will be initially on probation for a period of six months from your actual joining date of the company and will continue to be so unless and until you are expressly confirmed in the regular service of the company.

Background Verification: Thorough background verification will be conducted either before or after your joining date. This verification may be carried out by third party agency authorized by Shore Infotech India Pvt. Ltd.
Background verification includes checking of all facts submitted to the company, including but not limited to curriculum vitae or application.

Please sign and return the Duplicate Copy of this letter as a token of your acceptance of the above Terms & Conditions. In case your acceptance is not received within 3 days from the date of receipt of this offer, this offer stands automatically withdrawn.

You are requested to carry all documents listed in "Annexure II" enclosed to this offer letter.

Shore Infotech is a growing and expanding organization. We are confident you will enjoy working with us and we look forward to a long association together.

Once again, welcome to Shore Infotech family!

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources.

Acceptance

I ---------- hereby agree, confirm and accept employment with Shore Infotech in accordance with the Terms & Conditions set out above which I have read and fully understood.

Name: _____ Signature & Date: _____

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure 1

Name	**Neerja Srirangam**
Designation	**Junior Research Analyst**
Total CTC	**650000**
Date of Joining	**6-Mar-16**

SR. NO.	COMPONENTS OF PAY	PER MONTH	PER ANNUM
A	**MONTHLY ALLOWANCES**		
1	Basic	23,761	285,131
2	HRA	11,880	142,565
3	Special Allowance	4,050	48,604
4	Medical Allowance	1,250	15,000
5	LTA	1,980	23,761
6	Meal Voucher	3,000	36,000
4	Conveyance Allowance	1,600	19,200
	TOTAL A	**47,522**	**570,262**
B	**OTHER POTENTIAL CASH BENEFITS**		
1	Retention Bonus	5,417	65,000
	TOTAL B	**5,417**	**65,000**
	Total A+B	**52,938**	**635,262**
C	**RETIRALS & BENEFITS**		
1	Provident Fund - Employer Contribution	0	0
2	Gratuity	1,078	12,938
3	Medical Insurance	150	1,800
	TOTAL C	**1,228**	**14,738**
	TOTAL CTC (A + B + C)	**54,167**	**650,000**
D	**Deductions**		
1	Provident Fund	0	0
2	Meal Voucher	0	0
3	Professional Tax	200	2,400
	Total D	**200**	**2,400**
	Net Take Home	**47,322**	**567,862**

Notes:

All applicable statutory deductions will be made from your total earnings.

All applicable Tax deductions will be made from your total earnings.

Retention Bonus: Retention bonus is paid semiannually (every 6 months), 50% of the retention bonus amount would be paid after completion of 6 months in the company and the balance amount after completion of 12 months.

Flex pay allowances are part of "Other allowance", please refer the Flex-pay allowance policy.

You are covered under "Group Personal Accidental Insurance" for sum insured amount of 2 lakhs.

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure II

You are required to submit the following documents at the time of joining, request you to carry original copies for verification purpose and 1 set of photo copies.

- Copy of Offer Letter
- Copy of Resume
- 4 Passport size photographs
- Educational Qualification certificates (Highest qualification mandatory)
- PANCARD (copies of both sides – front & back)
- Temporary and Permanent address Proof along with valid ID Proof
    - Passport/Voter ID/Ration Card/Electricity Bill/Telephone Bill/Bank Pass Book/Rental Agreement
- Aadhar Card/Photo Identity Proof
- Copy of any bank statement
- Previous Company Salary Pay slip/Certificate and Offer Letter
- Experience Letter
- Marriage Certificate(If Applicable)
- Willing to work in shifts and on rotational basis
- All documents should be True Attested copies by a NOTARY or Gazetted Officer
- Original Certificates to be brought along with the copies for the Purpose of Verification
- On submission of all the above mentioned documents and after scrutinizing the appointment order will be issued
- On Boarding will not be done if all the required documents are not available

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Offer Letter- Shore Group

offers <offers@shoregrp.com> Wed, Nov 23, 2016 at 3:41 PM
To: "sakshigairola.ritu@gmail.com" <sakshigairola.ritu@gmail.com>
Cc: Irudia Anthony <irudia.anthony@shoregrp.com>, Akash Dasmohapatra <akash.dasmohapatra@shoregrp.com>, M S Prasad <msprasad@ibsindia.org>

Dear Sakshi,

Congratulations on being offered a position as a **Junior Research Analyst** with **Shore Group.** You are required to join Shore on **6th March 2017 at 11:00 AM** for the joining formalities.

Please find the offer letter attached to the email. Your Job Offer Stands Valid subject to the positive note from Back Ground Verification.

You will be meeting **Akash/Ramya from HRD** at Shore. Please carry hard copy of the offer letter with your signature as an acknowledgement and also for showing it to the security for their internal procedures.

Please scan copies of your Educational, Experience, PAN, Passport, Aadhar, Pay slip and send it to offers@shoregrp.com . Also please bring 2 passport size photographs and your originals for verification purpose only.

You will get your appointment letter during the course of the joining formalities and other HR procedures. Induction and other process will follow thereafter.

Ensure you carry all your documents and be there on time on the date of your joining.

We wish you good luck and look ahead to meet you **6th March 2017 at 11:00 AM.** Please reply to this email as an acceptance.

Congratulations once again.

Dharmender B

Manager – Talent Acquisition

Shore Group Associates LLC

(O) +91-040-40648413 (C) +91-9640386187

www.ShoreGroupAssociates.com

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Shore Offer Letter - Sakshi Gairola.pdf
320K

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

JOB OFFER LETTER

Dear Sakshi Gairola,

Congratulations and welcome to Shore Infotech India Pvt. Ltd.

With reference to your application and subsequent interviews, we are pleased to offer you the position of **"Junior Research Analyst"** based on the credentials presented by you.

Joining Date: You are requested to join us full-time on **6th March 2017** in our Hyderabad office.
Shift Timing: 11:00 AM to 08:00 PM

Salary: Your fixed CTC will be **INR 6, 50, 000/-** per annum (Your salary structure/details are set out in "Annexure I" enclosed to this offer letter). The salary component is subject to tax deductions, as applicable.

Probation Period: You will be initially on probation for a period of six months from your actual joining date of the company and will continue to be so unless and until you are expressly confirmed in the regular service of the company.

Background Verification: Thorough background verification will be conducted either before or after your joining date. This verification may be carried out by third party agency authorized by Shore Infotech India Pvt. Ltd.
Background verification includes checking of all facts submitted to the company, including but not limited to curriculum vitae or application.

Please sign and return the Duplicate Copy of this letter as a token of your acceptance of the above Terms & Conditions. In case your acceptance is not received within 3 days from the date of receipt of this offer, this offer stands automatically withdrawn.

You are requested to carry all documents listed in "Annexure II" enclosed to this offer letter.

Shore Infotech is a growing and expanding organization. We are confident you will enjoy working with us and we look forward to a long association together.

Once again, welcome to Shore Infotech family!

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources.

Acceptance

I ---------- hereby agree, confirm and accept employment with Shore Infotech in accordance with the Terms & Conditions set out above which I have read and fully understood.

Name: _____ Signature & Date: _____

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure 1

Name	**Sakshi Gairola**
Designation	**Junior Research Analyst**
Total CTC	**650000**
Date of Joining	**6-Mar-17**

SR. NO.	COMPONENTS OF PAY	PER MONTH	PER ANNUM
A	**MONTHLY ALLOWANCES**		
1	Basic	23,761	285,131
2	HRA	11,880	142,565
3	Special Allowance	4,050	48,604
4	Medical Allowance	1,250	15,000
5	LTA	1,980	23,761
6	Meal Voucher	3,000	36,000
4	Conveyance Allowance	1,600	19,200
	TOTAL A	**47,522**	**570,262**
B	**OTHER POTENTIAL CASH BENEFITS**		
1	Retention Bonus	5,417	65,000
	TOTAL B	**5,417**	**65,000**
	Total A+B	**52,938**	**635,262**
C	**RETIRALS & BENEFITS**		
1	Provident Fund - Employer Contribution	0	0
2	Gratuity	1,078	12,938
3	Medical Insurance	150	1,800
	TOTAL C	**1,228**	**14,738**
	TOTAL CTC (A + B + C)	**54,167**	**650,000**
D	**Deductions**		
1	Provident Fund	0	0
2	Meal Voucher	0	0
3	Professional Tax	200	2,400
	Total D	**200**	**2,400**
	Net Take Home	**47,322**	**567,862**

Notes:

All applicable statutory deductions will be made from your total earnings.

All applicable Tax deductions will be made from your total earnings.

Retention Bonus: Retention bonus is paid semiannually (every 6 months), 50% of the retention bonus amount would be paid after completion of 6 months in the company and the balance amount after completion of 12 months.

Flex pay allowances are part of "Other allowance", please refer the Flex-pay allowance policy.

You are covered under "Group Personal Accidental Insurance" for sum insured amount of 2 lakhs.

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure II

You are required to submit the following documents at the time of joining, request you to carry original copies for verification purpose and 1 set of photo copies.

- Copy of Offer Letter
- Copy of Resume
- 4 Passport size photographs
- Educational Qualification certificates (Highest qualification mandatory)
- PANCARD (copies of both sides – front & back)
- Temporary and Permanent address Proof along with valid ID Proof
    - Passport/Voter ID/Ration Card/Electricity Bill/Telephone Bill/Bank Pass Book/Rental Agreement
- Aadhar Card/Photo Identity Proof
- Copy of any bank statement
- Previous Company Salary Pay slip/Certificate and Offer Letter
- Experience Letter
- Marriage Certificate(If Applicable)
- Willing to work in shifts and on rotational basis
- All documents should be True Attested copies by a NOTARY or Gazetted Officer
- Original Certificates to be brought along with the copies for the Purpose of Verification
- On submission of all the above mentioned documents and after scrutinizing the appointment order will be issued
- On Boarding will not be done if all the required documents are not available

IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Offer Letter- Shore Group

offers <offers@shoregrp.com> Wed, Nov 23, 2016 at 3:39 PM
To: "aarushi_bhalla@hotmail.com" <aarushi_bhalla@hotmail.com>
Cc: Irudia Anthony <irudia.anthony@shoregrp.com>, Akash Dasmohapatra <akash.dasmohapatra@shoregrp.com>, M S Prasad <msprasad@ibsindia.org>

Dear Aarushi,

Congratulations on being offered a position as a **Junior Research Analyst** with **Shore Group.** You are required to join Shore on **6th March 2017 at 11:00 AM** for the joining formalities.

Please find the offer letter attached to the email. Your Job Offer Stands Valid subject to the positive note from Back Ground Verification.

You will be meeting **Akash/Ramya from HRD** at Shore. Please carry hard copy of the offer letter with your signature as an acknowledgement and also for showing it to the security for their internal procedures.

Please scan copies of your Educational, Experience, PAN, Passport, Aadhar, Pay slip and send it to offers@shoregrp.com . Also please bring 2 passport size photographs and your originals for verification purpose only.

You will get your appointment letter during the course of the joining formalities and other HR procedures. Induction and other process will follow thereafter.

Ensure you carry all your documents and be there on time on the date of your joining.

We wish you good luck and look ahead to meet you **6th March 2017 at 11:00 AM.** Please reply to this email as an acceptance.

Congratulations once again.

Dharmender B

Manager – Talent Acquisition

Shore Group Associates LLC

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Shore Offer Letter - Aarushi Bhalla.pdf
320K

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

JOB OFFER LETTER

Dear Aarushi Bhalla,

Congratulations and welcome to Shore Infotech India Pvt. Ltd.

With reference to your application and subsequent interviews, we are pleased to offer you the position of **"Junior Research Analyst"** based on the credentials presented by you.

Joining Date: You are requested to join us full-time on **6th March 2017** in our Hyderabad office.
Shift Timing: 11:00 AM to 08:00 PM

Salary: Your fixed CTC will be **INR 6, 50, 000/-** per annum (Your salary structure/details are set out in "Annexure I" enclosed to this offer letter). The salary component is subject to tax deductions, as applicable.

Probation Period: You will be initially on probation for a period of six months from your actual joining date of the company and will continue to be so unless and until you are expressly confirmed in the regular service of the company.

Background Verification: Thorough background verification will be conducted either before or after your joining date. This verification may be carried out by third party agency authorized by Shore Infotech India Pvt. Ltd.
Background verification includes checking of all facts submitted to the company, including but not limited to curriculum vitae or application.

Please sign and return the Duplicate Copy of this letter as a token of your acceptance of the above Terms & Conditions. In case your acceptance is not received within 3 days from the date of receipt of this offer, this offer stands automatically withdrawn.

You are requested to carry all documents listed in "Annexure II" enclosed to this offer letter.

Shore Infotech is a growing and expanding organization. We are confident you will enjoy working with us and we look forward to a long association together.

Once again, welcome to Shore Infotech family!

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources.

Acceptance

I ---------- hereby agree, confirm and accept employment with Shore Infotech in accordance with the Terms & Conditions set out above which I have read and fully understood.

Name: _____ Signature & Date: _____

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure 1

Name	**Aarushi Bhalla**
Designation	**Junior Research Analyst**
Total CTC	**650000**
Date of Joining	**6-Mar-17**

SR. NO.	COMPONENTS OF PAY	PER MONTH	PER ANNUM
A	**MONTHLY ALLOWANCES**		
1	Basic	23,761	285,131
2	HRA	11,880	142,565
3	Special Allowance	4,050	48,604
4	Medical Allowance	1,250	15,000
5	LTA	1,980	23,761
6	Meal Voucher	3,000	36,000
4	Conveyance Allowance	1,600	19,200
	TOTAL A	**47,522**	**570,262**
B	**OTHER POTENTIAL CASH BENEFITS**		
1	Retention Bonus	5,417	65,000
	TOTAL B	**5,417**	**65,000**
	Total A+B	**52,938**	**635,262**
C	**RETIRALS & BENEFITS**		
1	Provident Fund - Employer Contribution	0	0
2	Gratuity	1,078	12,938
3	Medical Insurance	150	1,800
	TOTAL C	**1,228**	**14,738**
	TOTAL CTC (A + B + C)	**54,167**	**650,000**
D	**Deductions**		
1	Provident Fund	0	0
2	Meal Voucher	0	0
3	Professional Tax	200	2,400
	Total D	**200**	**2,400**
	Net Take Home	**47,322**	**567,862**

Notes:

All applicable statutory deductions will be made from your total earnings.

All applicable Tax deductions will be made from your total earnings.

Retention Bonus: Retention bonus is paid semiannually (every 6 months), 50% of the retention bonus amount would be paid after completion of 6 months in the company and the balance amount after completion of 12 months.

Flex pay allowances are part of "Other allowance", please refer the Flex-pay allowance policy.

You are covered under "Group Personal Accidental Insurance" for sum insured amount of 2 lakhs.

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure II

You are required to submit the following documents at the time of joining, request you to carry original copies for verification purpose and 1 set of photo copies.

- Copy of Offer Letter
- Copy of Resume
- 4 Passport size photographs
- Educational Qualification certificates (Highest qualification mandatory)
- PANCARD (copies of both sides – front & back)
- Temporary and Permanent address Proof along with valid ID Proof
    - Passport/Voter ID/Ration Card/Electricity Bill/Telephone Bill/Bank Pass Book/Rental Agreement
- Aadhar Card/Photo Identity Proof
- Copy of any bank statement
- Previous Company Salary Pay slip/Certificate and Offer Letter
- Experience Letter
- Marriage Certificate(If Applicable)
- Willing to work in shifts and on rotational basis
- All documents should be True Attested copies by a NOTARY or Gazetted Officer
- Original Certificates to be brought along with the copies for the Purpose of Verification
- On submission of all the above mentioned documents and after scrutinizing the appointment order will be issued
- On Boarding will not be done if all the required documents are not available

SPANDANA

OFFER LETTER

Date: 03-Jan-2017

Mr. Hanosh C. Panthaki,
9B/404, Behram Baug,
Parsi Colony, Jogeshwari (W),
Mumbai – 400102.

Dear **Hanosh C. Panthaki,**

Further to our discussions we are pleased to extend you an offer to join us as **Management Trainee.**

You will be paid an **annual compensation of INR 5,50,000/- per annum. (Rupees Five Lakhs Fifty Thousand only). (5,00,000/- Fixed + 50,000/- Variable Payable)**

If any material information comes to the company which impacts the premise based on which the candidate has been selected, the offer can be withdrawn -before or after joining.

All matters pertaining to your employment and compensation are strictly confidential and it should be treated as such.

On successful completion of your training period you will be placed in the designated role depending on your performance.

In case if you resign within 1-year from joining, you shall be liable to reimburse to the Company , the entire training expenses incurred and Rs. 3,00,000/- to the Company.

If you resign from service and terminate this agreement after the expiration of the said period without 60 days prior notice or extended period, you will be liable to compensate to the Company a sum of 60 days salary as liquidated charges.

Any tax liability arising out of your compensation should be borne by you as per the applicable personal Taxation Laws. Request you to confirm your acceptance of this Offer of employment by duly signing and returning us the duplicate copy by 6th Jan, 2017.

Please refer to the Annexure attached for the documents to be submitted at the time of joining and your date of joining will be intimated by us through Mail.

For Spandana Sphoorty Financial Ltd.

SPANDANA SPHOORTY FINANCIAL LTD. HYDERABAD

Naveen Regula
Manager-Corporate HR

Spandana Sphoorty Financial Ltd.,
CIN - U65929TG2003PLC040648
Plot No: 31 & 32, Ramky Selenium Towers, Tower A,
Ground Floor, Financial Dist, Nanakramguda, Hyderabad – 500032
Ph : 040-4812 6666
contact@spandanaindia.com www.spandanaindia.com

RP-Sanjiv Goenka Group
Growing Legacies

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Makes fine living *affordable*

Annexure 1

Retail Management Trainee			
SL No.	Components	Spencer's	
		Amount (per month)	Amount (per annum)
	Basic Salary & Allowances		
1	BASIC	12500	150000
2	HRA/Housing Lease	6250	75000
3	Conveyance	1600	19200
4	Special Allowance	12757	153085
	Monthly Cash	**33107**	**397285**
	Annual Benefits		
5	LTA	1042	12500
6	Medical	1250	15000
	Retirals		
7	PF (12% of Basic)	1500	18000
8	GRATUITY (4.81% of Basic)	601	7215
	GROSS SALARY	**37500**	**450000**
9	Performance Bonus: Maximum amount (Subject to Performance Rating of Self and the Company's annual business performance)		50000
	Total Salary	**37500**	**500000**

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RP - Sanjiv Goenka Group
Growing Legacies

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Makes fine living *affordable*

May 1, 2017

Mr. Parth Vora

G-10, Ambica Park
Raiya Road
Near Hanuman Madhi
Rajkot - 360007

Dear Mr. Parth Vora,

This has reference to your application and the interview you had with us. We are pleased to appoint you in our Company as **"Retail Management Trainee (RMT)"**, based out of **Kolkata**, on the following terms and conditions:

1) You will join the services of the Company on or before **8th May, 2017.**

2) You will receive emoluments and perquisites as mentioned below (please refer **Annexure-I**)

   a) You will receive **Basic Salary** of **Rs. 12,500/-per month.**

   b) You will receive **House Rent Allowance** of **Rs. 6,250/- per month.**

   c) You will receive **Conveyance Allowance** of **Rs. 1,600/- per month** which will be paid through payroll and will be subject to tax as applicable.

   d) You will also receive **Special Allowance** of **Rs. 12,757/- per month.** This Special allowance will be paid to you through payroll and will be fully taxable and will not attract any retiral benefits. .

   e) You will be eligible for **Leave Travel Assistance @one month basic per annum.** Taxability of LTA is governed by Income Tax rules as per which twice in a block of four years the actual expense incurred by you and your family for travel from your city of residence to any part of the country and back by the shortest route is tax exempt. Actual proof of travel (tickets) need to be submitted along with the application. You need to avail minimum 3 days privilege leave and actually travel to avail LTA exemption. Leave Travel Assistance can be claimed as an allowance if not incurred, which is fully taxable.

   f) You will be eligible for **Medical reimbursement** of **Rs. 15,000/- per annum,** which can be claimed with submission of bills as proof of expense.

   g) You will be eligible for **Mediclaim** Cover, which provides hospitalisation benefit. Claim and reimbursement procedure is governed by the guidelines laid down by the Insurance Company.

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Mr. Parth Vora,

3) You will be entitled to Provident Fund, Gratuity and such other benefits in force from time to time.

4) You will be on probation for a period of two months and on satisfactory completion of the probationary period you will be confirmed in the services of the Company. An employee shall be deemed confirmed upon completion of probation period and no confirmation letter will be issued.

5) You are liable to be transferred to any of the establishment of the Company in India. On such transfer you will be governed by the rules and regulations operating in the establishment to which you are posted.

6) You will diligently discharge the duties and responsibilities assigned to you for your current role. The management will have the right to change/ alter/ add additional duties/ responsibilities to your current and future roles from time to time based on the business requirements and exigencies.

7) This offer is made to you subject to the following condition:

   a) All information that you come across in the course of discharging your duties with the Company which you would not have had access to but for your employment with us is strictly confidential. Any unauthorized disclosure of such information shall render your services liable to be terminated without notice and the Company shall be entitled to proceed against you for appropriate compensation/punitive action depending on the nature of such disclosure.

   b) As you are aware, you will have access to information, data, records of the Company and the Company shall be giving you necessary training to you to enhance your capabilities. Therefore and also in consideration of the overall compensation paid, you will not undertake any employment, contract or any other agreement or arrangement either directly or indirectly with any person, firm, corporation, organisation or entity that competes with the business of the company for a period of 2 years after the cessation of your employment with us. In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/punitive actions besides pursuing all available legal recourse to prevent such employment/ contract/ agreement/ arrangement. This clause shall not be applicable where the Company chooses to terminate your services without any breach from your end, of the obligations cast on you as per the terms of employment.

   c) You shall not, during your course of employment with us or anytime thereafter solicit or attempt to solicit the service of any employee of the Company nor shall you attempt to divert the efforts of any employee of the Company, by any means whatsoever, for your benefit or for the benefit of any person, firm, corporation, partnership or any other entity or organisation directly or indirectly. In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/ punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt

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Mr. Parth Vora,

In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/ punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt.

d) You acknowledge and confirm that the conditions stated above are required on account of the facts and circumstances relevant to the business of the Company and hence reasonable.

8) **Notice Period and Termination:**

a) You will stand automatically retired on reaching the age of 58 years. The employment however can be ceased by either party giving to the other a notice of 45 days (for confirmed employees) & 30 days (for probationers) in writing without assigning any reason therefore.

b) In the event that you request to be relieved from the services of the company at a shorter notice and in case the Company accepts your request, then the Company will be entitled to deduct from the final settlement amount, the remuneration (i.e. Basic Salary) proportionate to the notice period waived by the Company.

c) In the event of your resignation, the Company shall have the option to waive the notice period partly or fully without paying you any salary or compensation for the notice period so waived and also to decide:

i) Whether the notice period shall run concurrently with the period of any leave which may be granted to you, or

ii) Whether your notice period should stand extended to the period of the leave availed by you.

9) Your appointment is subject to your being found medically fit.

10) You will abide by the rules and regulations of the company as may be applicable to you from time to time.

11) You will abide by Ethics & Code of Conduct applicable for employees of RP-SG Group, as per details attached as Annexure –II.

12) At the time of joining, you will have to produce the original certificate of your date of birth as well as original and photocopies of all your scholastic and extra-curricular attainments.

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Mr. Parth Vora,

We look forward to your joining us and we wish you all the best for a rewarding and successful career with us.

Kindly sign the duplicate of this letter in token of your acceptance and confirmation of the above terms and conditions.

Yours sincerely,
For **Spencer's Retail Limited**

Sandeep Gautam
Executive Director- Human Resources

I hereby confirm joining the services of the Company on .....

Name : ..... **Signature:** .....

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IBS BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Offer Letter- Shore Group

offers <offers@shoregrp.com> Wed, Nov 23, 2016 at 3:42 PM
To: "ibsshivang@gmail.com" <ibsshivang@gmail.com>
Cc: Akash Dasmohapatra <akash.dasmohapatra@shoregrp.com>, Irudia Anthony <irudia.anthony@shoregrp.com>, M S Prasad <msprasad@ibsindia.org>

Dear Shivang,

Congratulations on being offered a position as a **Junior Research Analyst** with **Shore Group.** You are required to join Shore on **6th March 2017 at 11:00 AM** for the joining formalities.

Please find the offer letter attached to the email. Your Job Offer Stands Valid subject to the positive note from Back Ground Verification.

You will be meeting **Akash/Ramya from HRD** at Shore. Please carry hard copy of the offer letter with your signature as an acknowledgement and also for showing it to the security for their internal procedures.

Please scan copies of your Educational, Experience, PAN, Passport, Aadhar, Pay slip and send it to offers@shoregrp.com . Also please bring 2 passport size photographs and your originals for verification purpose only.

You will get your appointment letter during the course of the joining formalities and other HR procedures. Induction and other process will follow thereafter.

Ensure you carry all your documents and be there on time on the date of your joining.

We wish you good luck and look ahead to meet you **6th March 2017 at 11:00 AM.** Please reply to this email as an acceptance.

Congratulations once again.

Dharmender B

Manager – Talent Acquisition

Shore Group Associates LLC

(O) +91-040-40648413 (C) +91-9640386187

www.ShoreGroupAssociates.com

NOTICE TO RECIPIENTS: This communication may contain confidential and/or privileged information. If you are not the intended recipient (or have received this communication in error) please notify the sender and it-support@shoregrp.com immediately, and destroy this communication. Any unauthorized copying, disclosure or distribution of the material in this communication is strictly forbidden. Any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Shore Offer Letter - Shivang Dattani.pdf
320K

SHORE

ENDURING COMMITMENT. CONTINUOUS INNOVATION

JOB OFFER LETTER

Dear Shivang Dattani,

Congratulations and welcome to Shore Infotech India Pvt. Ltd.

With reference to your application and subsequent interviews, we are pleased to offer you the position of **"Junior Research Analyst"** based on the credentials presented by you.

Joining Date: You are requested to join us full-time on **6th March 2017** in our Hyderabad office.
Shift Timing: 11:00 AM to 08:00 PM

Salary: Your fixed CTC will be **INR 6, 50, 000/-** per annum (Your salary structure/details are set out in "Annexure I" enclosed to this offer letter). The salary component is subject to tax deductions, as applicable.

Probation Period: You will be initially on probation for a period of six months from your actual joining date of the company and will continue to be so unless and until you are expressly confirmed in the regular service of the company.

Background Verification: Thorough background verification will be conducted either before or after your joining date. This verification may be carried out by third party agency authorized by Shore Infotech India Pvt. Ltd.
Background verification includes checking of all facts submitted to the company, including but not limited to curriculum vitae or application.

Please sign and return the Duplicate Copy of this letter as a token of your acceptance of the above Terms & Conditions. In case your acceptance is not received within 3 days from the date of receipt of this offer, this offer stands automatically withdrawn.

You are requested to carry all documents listed in "Annexure II" enclosed to this offer letter.

Shore Infotech is a growing and expanding organization. We are confident you will enjoy working with us and we look forward to a long association together.

Once again, welcome to Shore Infotech family!

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources.

Acceptance

I ---------- hereby agree, confirm and accept employment with Shore Infotech in accordance with the Terms & Conditions set out above which I have read and fully understood.

Name: _____ Signature & Date: _____

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure 1

Name	**Shivang Dattani**
Designation	**Junior Research Analyst**
Total CTC	**650000**
Date of Joining	**6-Mar-17**

SR. NO.	COMPONENTS OF PAY	PER MONTH	PER ANNUM
A	**MONTHLY ALLOWANCES**		
1	Basic	23,761	285,131
2	HRA	11,880	142,565
3	Special Allowance	4,050	48,604
4	Medical Allowance	1,250	15,000
5	LTA	1,980	23,761
6	Meal Voucher	3,000	36,000
4	Conveyance Allowance	1,600	19,200
	TOTAL A	**47,522**	**570,262**
B	**OTHER POTENTIAL CASH BENEFITS**		
1	Retention Bonus	5,417	65,000
	TOTAL B	**5,417**	**65,000**
	Total A+B	**52,938**	**635,262**
C	**RETIRALS & BENEFITS**		
1	Provident Fund - Employer Contribution	0	0
2	Gratuity	1,078	12,938
3	Medical Insurance	150	1,800
	TOTAL C	**1,228**	**14,738**
	TOTAL CTC (A + B + C)	**54,167**	**650,000**
D	**Deductions**		
1	Provident Fund	0	0
2	Meal Voucher	0	0
3	Professional Tax	200	2,400
	Total D	**200**	**2,400**
	Net Take Home	**47,322**	**567,862**

Notes:

All applicable statutory deductions will be made from your total earnings.

All applicable Tax deductions will be made from your total earnings.

Retention Bonus: Retention bonus is paid semiannually (every 6 months), 50% of the retention bonus amount would be paid after completion of 6 months in the company and the balance amount after completion of 12 months.

Flex pay allowances are part of "Other allowance", please refer the Flex-pay allowance policy.

You are covered under "Group Personal Accidental Insurance" for sum insured amount of 2 lakhs.

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure II

You are required to submit the following documents at the time of joining, request you to carry original copies for verification purpose and 1 set of photo copies.

- Copy of Offer Letter
- Copy of Resume
- 4 Passport size photographs
- Educational Qualification certificates (Highest qualification mandatory)
- PANCARD (copies of both sides – front & back)
- Temporary and Permanent address Proof along with valid ID Proof
    - Passport/Voter ID/Ration Card/Electricity Bill/Telephone Bill/Bank Pass Book/Rental Agreement
- Aadhar Card/Photo Identity Proof
- Copy of any bank statement
- Previous Company Salary Pay slip/Certificate and Offer Letter
- Experience Letter
- Marriage Certificate(If Applicable)
- Willing to work in shifts and on rotational basis
- All documents should be True Attested copies by a NOTARY or Gazetted Officer
- Original Certificates to be brought along with the copies for the Purpose of Verification
- On submission of all the above mentioned documents and after scrutinizing the appointment order will be issued
- On Boarding will not be done if all the required documents are not available

SPARK INFRA

March 6, 2017

Mr. Pratik Kuche
F-03 Godawari-Krishna Apt.
M.B.Estate, Friends colony,
Katol Road,
Nagpur.

Dear Pratik,

Further to our discussions, we are pleased to offer you an opening in our Company as **Management Trainee**.

Find enclosed the terms and conditions of the offer. Please indicate your acceptance of the same by signing on this letter and returning a copy to us at the earliest.

Looking forward to a long and fruitful working relationship.

Sincerely yours,

for Spark Infra Advisors (India) Private Limited

SPARK INFRA ADVISORS (INDIA) PVT. LTD. HYDERABAD 500 034

S. Mohan Gurunath
Managing Director

Encl.: Terms & Conditions.

SPARK INFRA ADVISORS (INDIA) PVT. LTD.
Regd. off. : H.No. 8-2-595/3/3, Eden Garden,
Road No.1, Banjara Hills, Hyderabad-500 034.
Corp. Off. : H. No. 8-2-248/A/5/42 & 29, Venkateshwara Hills Colony,
Road No. 3, Banjara Hills, Hyderabad - 500 034
Tel : +91 40 4004 8814 Fax : +91 40 4004 8815
www.sparkinfra.in
CIN No: U74900TG2010PTC067222

SPARK INFRA

Terms and Conditions

1. You will be expected to join the Company on or before March 20, 2017. At the time of joining the Company, you should have been officially relieved from your last employment.

2. You will be initially posted at our office at Hyderabad.

3. You will be under training for a period of one year ("Training Period"). Your services shall be confirmed upon satisfactory completion of the Training Period.

4. During the Training Period your compensation has been fixed at a Cost to the Company of Rs. 5,00,000/- (Rupees Five lakhs only) per annum.

5. Your compensation package is confidential between you and the Company and shall not be discussed with other employees of the Company. The Company retains the right to vary the remuneration entitlement from time to time.

6. The Company has the right to deduct statutory dues including, but not limited to, those of Income Tax, Professional Tax and Provident Fund, from the Gross remuneration as per the laws prevailing in the country and in keeping with the recommendations of the Board of Directors of the Company. If, as part of your assignment, you are required to travel in India and abroad, the Company shall work out a reasonable allowance based on actual expenses spent on the trip.

7. The Personnel and Administrative Policy of the Company will cover you.

8. You are expected to discharge your duties to the best of your capability and in the best interests of the Company. You should conduct business in keeping with a high degree of moral responsibility and never compromise on generally accepted business practices, work ethics and laws of the land.

9. During your engagement with the Company, you might be privy to certain non-public, critical and confidential information relating to the Company and its clients. In the best business interests of the Company you shall not divulge the same to anybody, unless required to by law or under the regular course of the Company's business.

SPARK INFRA ADVISORS (INDIA) PVT. LTD. HYDERABAD 500 034

SPARK INFRA

10. The Contract of employment can be terminated by either side by giving one month notice during Training Period and two months notice post Training Period.

11. The Company shall be indemnified in full against any action of yours that may intentionally or unintentionally cause damage, breach of law or result in a loss, financial or otherwise. The Company shall also be indemnified against all individual liabilities past, present or future associated with you as a consequence of your actions as on individual.

12. The above said terms and conditions are subject to change from time to time. Any change, whatsoever, will be notified to you in writing at least 10 days before the same is brought into effect, The Company will not need to obtain a written confirmation on your acceptance of the same.

I have read and understood the above terms and conditions and hereby convey my acceptance of the said terms and conditions.

Mr. Pratik Kuche
Place: Hyderabad
Date: March 6, 2017

SPARK INFRA ADVISORS (INDIA) PVT. LTD. HYDERABAD 500 034

RP-Sanjiv Goenka Group
Growing Legacies

spencer's
Makes fine living *affordable*

Annexure 1

Retail Management Trainee			
SL No.	Components	Spencer's	
		Amount (per month)	Amount (per annum)
	Basic Salary & Allowances		
1	BASIC	12500	150000
2	HRA/Housing Lease	6250	75000
3	Conveyance	1600	19200
4	Special Allowance	12757	153085
	Monthly Cash	**33107**	**397285**
	Annual Benefits		
5	LTA	1042	12500
6	Medical	1250	15000
	Retirals		
7	PF (12% of Basic)	1500	18000
8	GRATUITY (4.81% of Basic)	601	7215
	GROSS SALARY	**37500**	**450000**
9	Performance Bonus: Maximum amount (Subject to Performance Rating of Self and the Company's annual business performance)		50000
	Total Salary	**37500**	**500000**

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RP-Sanjiv Goenka Group
Growing Legacies

spencer's
Makes fine living affordable

May 1, 2017

Mr. Dyvik Chenna Thirunahari

Road No: 11, Green Park Colony
Saroornagar,
Hyderabad - 500035

Dear Mr. Dyvik Chenna Thirunahari,

This has reference to your application and the interview you had with us. We are pleased to appoint you in our Company as **"Retail Management Trainee (RMT)"**, based out of **Kolkata**, on the following terms and conditions:

1) You will join the services of the Company on or before **8th May, 2017.**

2) You will receive emoluments and perquisites as mentioned below (please refer **Annexure-I**)

   a) You will receive **Basic Salary** of **Rs. 12,500/-per month.**

   b) You will receive **House Rent Allowance** of **Rs. 6,250/- per month.**

   c) You will receive **Conveyance Allowance** of **Rs. 1,600/- per month** which will be paid through payroll and will be subject to tax as applicable.

   d) You will also receive **Special Allowance** of **Rs. 12,757/- per month.** This Special allowance will be paid to you through payroll and will be fully taxable and will not attract any retiral benefits. .

   e) You will be eligible for **Leave Travel Assistance @one month basic per annum.** Taxability of LTA is governed by Income Tax rules as per which twice in a block of four years the actual expense incurred by you and your family for travel from your city of residence to any part of the country and back by the shortest route is tax exempt. Actual proof of travel (tickets) need to be submitted along with the application. You need to avail minimum 3 days privilege leave and actually travel to avail LTA exemption. Leave Travel Assistance can be claimed as an allowance if not incurred, which is fully taxable.

   f) You will be eligible for **Medical reimbursement** of **Rs. 15,000/- per annum,** which can be claimed with submission of bills as proof of expense.

   g) You will be eligible for **Mediclaim** Cover, which provides hospitalisation benefit. Claim and reimbursement procedure is governed by the guidelines laid down by the Insurance Company.

3

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Mr. Dyvik Chenna Thirunahari,

3) You will be entitled to Provident Fund, Gratuity and such other benefits in force from time to time.

4) You will be on probation for a period of two months and on satisfactory completion of the probationary period you will be confirmed in the services of the Company. An employee shall be deemed confirmed upon completion of probation period and no confirmation letter will be issued.

5) You are liable to be transferred to any of the establishment of the Company in India. On such transfer you will be governed by the rules and regulations operating in the establishment to which you are posted.

6) You will diligently discharge the duties and responsibilities assigned to you for your current role. The management will have the right to change/ alter/ add additional duties/ responsibilities to your current and future roles from time to time based on the business requirements and exigencies.

7) This offer is made to you subject to the following condition:

   a) All information that you come across in the course of discharging your duties with the Company which you would not have had access to but for your employment with us is strictly confidential. Any unauthorized disclosure of such information shall render your services liable to be terminated without notice and the Company shall be entitled to proceed against you for appropriate compensation/punitive action depending on the nature of such disclosure.

   b) As you are aware, you will have access to information, data, records of the Company and the Company shall be giving you necessary training to you to enhance your capabilities. Therefore and also in consideration of the overall compensation paid, you will not undertake any employment, contract or any other agreement or arrangement either directly or indirectly with any person, firm, corporation, organisation or entity that competes with the business of the company for a period of 2 years after the cessation of your employment with us. In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/punitive actions besides pursuing all available legal recourse to prevent such employment/ contract/ agreement/ arrangement. This clause shall not be applicable where the Company chooses to terminate your services without any breach from your end, of the obligations cast on you as per the terms of employment.

   c) You shall not, during your course of employment with us or anytime thereafter solicit or attempt to solicit the service of any employee of the Company nor shall you attempt to divert the efforts of any employee of the Company, by any means whatsoever, for your benefit or for the benefit of any person, firm, corporation, partnership or any other entity or organisation directly or indirectly. In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/ punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt

2

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Mr. Dyvik Chenna Thirunahari,

In the event of you doing so, the Company shall be entitled to proceed against you for suitable compensation/ punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt.

d) You acknowledge and confirm that the conditions stated above are required on account of the facts and circumstances relevant to the business of the Company and hence reasonable.

8) **Notice Period and Termination:**

a) You will stand automatically retired on reaching the age of 58 years. The employment however can be ceased by either party giving to the other a notice of 45 days (for confirmed employees) & 30 days (for probationers) in writing without assigning any reason therefore.

b) In the event that you request to be relieved from the services of the company at a shorter notice and in case the Company accepts your request, then the Company will be entitled to deduct from the final settlement amount, the remuneration (i.e. Basic Salary) proportionate to the notice period waived by the Company.

c) In the event of your resignation, the Company shall have the option to waive the notice period partly or fully without paying you any salary or compensation for the notice period so waived and also to decide:

i) Whether the notice period shall run concurrently with the period of any leave which may be granted to you, or

ii) Whether your notice period should stand extended to the period of the leave availed by you.

9) Your appointment is subject to your being found medically fit.

10) You will abide by the rules and regulations of the company as may be applicable to you from time to time.

11) You will abide by Ethics & Code of Conduct applicable for employees of RP-SG Group, as per details attached as Annexure –II.

12) At the time of joining, you will have to produce the original certificate of your date of birth as well as original and photocopies of all your scholastic and extra-curricular attainments.

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Mr. Dyvik Chenna Thirunahari,

We look forward to your joining us and we wish you all the best for a rewarding and successful career with us.

Kindly sign the duplicate of this letter in token of your acceptance and confirmation of the above terms and conditions.

Yours sincerely,
For **Spencer's Retail Limited**

Sandeep Gautam
Executive Director – Human Resources

I hereby confirm joining the services of the Company on .....

Name : ..... **Signature:** .....

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Date: January 19th, 2017

To,
Geetika Gandhi,
Hyderabad, India

Sub: "Offer Letter"

Dear Geetika,

With reference to your recent application and the subsequent interview/s you had with us, we are pleased to offer you employment in our organization at Bangalore, as **"Management Trainee"** on the terms and conditions discussed and agreed.

Your joining date will be not later than **June 14th, 2017**. During the training period, you would be entitled to an all-inclusive monthly stipend of **Rs. 25,000 (Rupees Twenty Five Thousand only)**, which is taxable at source. There will be no other perks or benefits offered to you by the company during this period. You are expected to make your own arrangements for accommodation and other logistics.

On successful completion of the training period, you will be offered employment as an "**Associate – Demand Generation**" and your employment will be governed by the service norms of the company. Please take note of some of the important service norms as mentioned in Annexure – A.

You are required to agree to the special terms and conditions as described in Annexure – A.

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure – B.

Please sign the copy of this letter as a token of your acceptance and are requested to confirm your date of joining. We hope our association will be a long and mutually beneficial one.

Sincerely,
For StepToStrategy,

Accepted

Parul Batra
AVP – India Operations & Finance

Geetika Gandhi

Annexure – A

1. On successful completion of the training period, you will need to give an undertaking of employment for a minimum period of employment of 12 months.

2. You will be required to give one month's notice in case you decide to leave our services during the training period due to any reasons, you will be required to repay the total expenses incurred by the Company on account of the Training period on pro-rata basis.

3. In the event that you decide to leave the company before a period of one year post completion of the training period the following shall apply as is the case: -
   You will be required to give at least one month notice of resignation to the company or pay to the company one month's salary in lieu of the notice.

4. The company follows US federal holidays

5. Upon successful completion of your training period, your CTC would be Rs. **500000** per annum (Rupees Five Lakh). The compensation package is as per the sheet attached, **annexure 'C'**. Required deduction will be made from your gross compensation. Your compensation is a confidential matter between you and **StepToStrategy**. It shouldn't be discussed or disclosed to anyone within or outside the company without the prior written permission.

6. The company will provide you extensive training during the first six months of your training with us and expects you to return the investment made on this training in the form of personal value addition to the company. The training materials provided to you are the property of the company and confidential information. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate forfeiture of the holding amount and termination of employment without notice.

7. Spreading rumors, soliciting employees of the company for outside employment or coercing coworkers to leave the company is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment without notice and forfeiture of your holding amount.

Please indicate your understanding and acceptance of the above terms and conditions by signing in the space provided below.

Sincerely,
For StepToStrategy,

Accepted

Parul Batra
AVP – India Operations & Finance

Geetika Gandhi

Annexure – B

1. **Personal Particulars:**
   You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.

2. **Nature of Work:**
   You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

3. **Working Hours:**
   The regular working hours of the company are from **10:00 AM to 7:00 PM** including 30 minutes for lunch break and two 15 minutes for tea break.

4. **Assignment, Transfer and Deputation:**
   Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

5. **Training:**
   You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances will not be accepted.

6. **Intellectual Property Right:**
   If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

7. **Secrecy/Confidentiality:**
   You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so.

You agree that, during the employment with the company and even after you cease to be an employee of the company without any limitation of period, you shall not engage in any of the following/related activities- "you agree that you will not, in any communication with any person or entity, including any actual or potential customers, client, investor, vendor, or business partner/owner of the company, or any third party media outlet, make any derogatory, disparaging or critical negative statements against company or people associated with the company orally, written or otherwise.

This includes and is not limited to social media channels such as Twitter, LinkedIn, Facebook, Skype, online blogs, and forums, company's internal chats/forums/any email sent to an employee/outsider.

In case, you find anyone else doing such activities so, you will immediately report to HR/concerned authority of any such activities. Failure of this may call for your termination without any prior notice.

Both the parties present in the agreement hereby agree and confer jurisdiction of the courts situated at **Kolkata** city for resolving any disputes or instituting any suit or proceedings for the disputes arising out if this agreement.

8. **Restrain:**
   i. **Access to Information:**
   Information is available on need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

   ii. **Restriction on Personal Use:**
   Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

9. **Leave:**
   You are not entitled to take any leaves during the first six months until it is an emergency. Post the training period, you will be entitled to take two leaves per month. Three days advance intimation is required to be given for availing leave. In the event of a sick leave you will be required to furnish a doctor's certificate for the period of leave.

   The company follows strict time schedule and late comings are discouraged, unless otherwise notified by you in advance. Late marks will be accorded to you for every late entry with one day of absence counted for every three late marks.

10. **Security:**
   Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, storage devices and companywide awareness about the need for protection of intellectual property and sensitive customer information.

11. **Termination of Service:**
    i. Either party can terminate this employment by serving a notice of one month on the other, save and accept that the company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect.
    ii. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you loose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.
    iii. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

12. **Standing Orders:**
    You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the company.

13. **Appointment in Good Faith:**
    It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

    The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

Sincerely,
For StepToStrategy,

Accepted

Parul Batra
AVP – India Operations & Finance

Geetika Gandhi

Annexure 'C'

Salary Structure for Geetika Gandhi:

NAME	Geetika Gandhi	
JOB TITLE	Associate – Demand Generation	
COMPONENTS	Amount	Per Annum
BASIC	15000	1,80,000
CONVEYANCE ALLOWANCE	1600	19,200
HRA ALLOWANCE	7500	90,000
Medical Reimbursement	1250	15,000
Telephone Reimbursement	1200	14,400
Bonus	3750	45,000
Special Allowance	6479	77,746
Gross Salary per month	36779	4,41,346
RETIRAL BENEFITS	-	-
PROVIDENT FUND (Employer's Contribution)	-	-
GRATUITY	721	8,654
Total Fixed CTC	37500	450000
MVP		0
Annual Variable pay		0
QVP		50000
TOTAL PER ANNUM		500000

Sincerely,
For StepToStrategy,

Accepted

Parul Batra
AVP – India Operations & Finance

Geetika Gandhi

We would also require the following at the time of your joining. Please note the original documents will be returned to you after verification.

- 6 passport size Photographs (Formal clothes headshot)
- Original Identity Proof (for age, address-both permanent & current) plus one copy.
- Original graduation/ highest degree/ diploma certificate plus one copy along with mark sheets.
- Original relieving letter from last 3 employers (if employed) plus one copy.
- Original last three month's pay slip plus one copy.
- Original PAN Card and passport plus one copy.

Sincerely,
For StepToStrategy,

Parul Batra
AVP – India Operations & Finance

Accepted

Geetika Gandhi

IBS BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Please make it PDF and upload then

Raj Kishore Nayak <rajkishore@ibsindia.org> Mon, Sep 11, 2017 at 2:18 PM
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: shabnam.b <shabnam.b@sysarcinfomatix.com>
Date: Wed, 21 Jun 2017 at 05:35 PM
Subject: Selection mail from SysArc Infomatix Private limited
To: Vivek Pudota <vivekpudota@gmail.com>

Dear Vivek,

This has reference to the interview discussions you had with us.

We are pleased to make a conditional offer of appointment as **Junior Business Analyst".**

Please find below the details :

Date of Joining : 15.02.2017

Dress code : Full sleeve White shirt & Tie, Formal pants, Ultra formal shoes

Office Timings : 9AM – 6 PM

Working Days : Monday – Friday

Saturday : Depending on task

Lunch timings : 1 PM – 2 PM

(Lunch will be provided at office pantry)

Please bring the below documents while joining :

Three photographs - Two passport size and one stamp size

Copies of certificates supporting your educational qualification

Photocopy of Address proof & ID proof

Copies of previous experience certificates

Copies of relieving letter from your previous employer

Copies of last drawn pay slip or proof of self-employment in lieu of pay slip

Your Annual **Earnings including salary, allowances, annual benefits and statutory payments** as applicable will total **Rs 4,20,000/-.**

Your monthly take home would be Rs 35,000/Month

Should you have any clarification, please feel free to ask/write back to me.

We extend you with our warm wishes & welcome to our SysArc infomatix family.

Best Regards

Shabnam B
Manager - HR

Desk : 044 – 22330081 - Extn : 19

E Mail ID : shabnam.b@sysarcinfomatix.com

Website : www.sysarcinfomatix.com

www.facebook.com/sysarcinfomatix

http://sysarcinfomatix.com/images/us_map_logo.jpg

"Dedication is the Difference"

IBS BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Regarding offer letter

3 messages

mrigank chhaparwal <mrigankchhaparwal@gmail.com> Thu, Dec 15, 2016 at 4:48 PM
To: hello@swagene.com
Cc: Praveen Ch <praveench@ibsindia.org>

Dear Sooraj ,

As per our conversation regarding the confirmation of my offer at Swagene. I am very happy to take the challenge and would be eagerly waiting to join. Please send me the offer letter at the earliest possible or as soon as the network is upload.

Thanks

Regards
Mrigank Chhaparwal

Sooraj Ratnakumar <hello@swagene.com> Tue, Dec 20, 2016 at 8:15 AM
To: mrigank chhaparwal <mrigankchhaparwal@gmail.com>
Cc: Praveen Ch <praveench@ibsindia.org>

Dear Mrigank,

I am happy to provide your appointment letter which is attached on Company letterhead. In the absence of a signature in the attachment, please treat this email record as valid.

Please confirm your acceptance of the appointment by replying to this email at the earliest.

I look forward to welcoming you into Swagene Team.

Best wishes,
Sooraj

Sooraj Ratnakumar, PhD (Cambridge)
Founder-Scientist
Swagene: Molecular medicine for effective healthcare
+91 44 4201 4700 | +91 94980 76325
Cardiology | Infertility | Cancers
Facebook | LinkedIn | Twitter
[Quoted text hidden]

Mrigank Chhaparwal Appointment letter.pdf
192K

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mrigank chhaparwal <mrigankchhaparwal@gmail.com> Wed, Dec 21, 2016 at 1:40 PM
To: Praveen Ch <praveench@ibsindia.org>

Sir ,
OFFER LETTER ACCEPTANCE MAIL SENT TO SWAGENE .
Thanks

Dear Sooraj ,

Thanks for the opportunity , I am privileged and i accept the offer.

All the documents mentioned in the offer letter are attached.

Regards

Mrigank Chhaparwal
[Quoted text hidden]

Scanned Doc.pdf
938K

20 December 2016

Dear Mr Mrigank Chhaparwal,

Appointment as Business Developer starting 15th February 2017

I am glad to inform you of your appointment with Swagene in the above position and starting date. Please arrive no later than 9 am at the address below. As agreed, your annual salary package will be Rs 4,80,000 including statutory deductions only. The terms of your appointment will be detailed in the employee contract, which will be signed on your first day.

Please send scanned copies in PDF of the following documents to hello@swagene.com and bring the originals with you on your first day. Combine the scans to make a single PDF file before sending.

1. Certificates of education (10th Std. (or equivalent), 12th Std. (or equivalent), Degree, Postgraduate Degree (if applicable))
2. ID Proof (any government issued ID such as Aadhar Card, Driver's License, Passport), **and** address Proof (same as above, or utility bill, bank statement etc.)
3. Relieving letter from previous employer, **and** latest payslip
4. PAN card, Bank cheque for account to credit salary, current tax saving instruments I look forward

to welcoming you aboard Swagene.

Yours sincerely,

Sooraj Ratnakumar
Founder and Scientist

www.swagene.com | hello@swagene.com | +91 44 4201 4700
Swagene Private Limited, 28 KR Ramasamy Nagar, Velachery Main Road, Chennai 600042

SQUARE

Date: 23rd Dec 2016
Shahzad Syed
Hyderabad

Subject: Offer Letter

Dear Shahzad,

Congratulations! We are very excited to have you on board!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Business Development Manager** in our Company. Your beginning annual remuneration will be **INR 4,00,000.**

You will be eligible to participate in:

- **Variable Incentive Structure** based on the amount of revenue generated by you or your team (including yourself on per month basis).
- **Reimbursements** for the expenses incurred like telephone, conveyance etc. in the performance of official duties subject to the policies framed by the company.

Your work location will be **Hyderabad.** You are requested to start your work from **29th Feb 2017.**

This offer and your employment are conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with background verification report, the Company reserves the right to withdraw or delay this offer of employment.

At the time of joining, you are requested to submit copies of academic credentials indicated by you, relieving letter from your previous organization, last 3 months salary slips, copy of your PAN card, 4 recent passport size photographs, proof of age and permanent address.

In case you are unable to provide us the acceptance within 2 days, this employment offer will no longer be valid.

Should you need any clarification prior to joining, please feel free to get in touch with Mr. Sabari, Tel: +91 9894862068
Email: cp.sabarivasan@squareyards.in

We look forward to a mutually rewarding partnership.

Yours Faithfully,

For Square Dot Com Pvt. Ltd.

Authorized Signatory

I accept the above terms and conditions.

Signature

Private & Confidential

June 3, 2017

Mr. Raghav Shahani
#B 22/3,
Rajendra Nagar,
Bareilly-243122, Uttar Pradesh

Re: Letter of Appointment

Dear Raghav,

Congratulations! Further to your Campus interview, we are delighted to offer you employment with TATA Technologies as a **'Post Graduate Trainee'** at an annual gross remuneration of **Rs. 500000 (Five Lakhs Only)**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

Please join us on October 4, 2017 @ 0800 hours and report to:

Kamlesh Jagdale (Mobile – 09552503609) or Snehal Kinekar (Mobile - 7722046323)
Tata Technologies Ltd.
25, Rajiv Gandhi IT Park
Hinjewadi Phase - 1
Pune - 411057

Please go through the following enclosed documents comprehensively.

1. Terms of the employment offer - Annexure A
2. Compensation break-up - Annexure B
3. Pre-joining documents checklist - Annexure C
4. Summary of Benefits - Annexure D

At the time of joining, please provide us with a signed copy of the "Terms & Conditions of Employment" (Annexure – A) confirming your acceptance of the same.

In case you require any clarifications, please contact any of the following persons:

- **Mr. Kamlesh Jagdale**
- **Ms. Snehal Kinekar**

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With warm regards

Shalini Jain
Head - Human Resources India

Annexure "A"

Terms and Conditions of Employment

FOR:
Mr. Raghav Shahani
#B 22/3,
Rajendra Nagar,
Bareilly-243122, Uttar Pradesh

In pursuance to our discussions had with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

1. *Verification & submission of copies of certificates*

Your appointment is subject to your clearing the MBA **Course** with ***minimum 60% in aggregate of all semesters by June 2017***. Please bring originals and copies of your final degree certificate and mark-sheet for mandatory verification & our record. In case these final certificates & mark sheets are yet to be released by your college, they will need to be verified immediately as available. If it transpires after you join us, that you have secured less than 60% marks (CQPI up to your final college semester) we will be compelled to terminate your services.

2. *Training & Confirmation*

Your training period shall be of 1 year and shall comprise of both "Class Room" and "On the Job" training content. Your performance on the training program will be assessed both during and at the end of the program. Successful completion of the Training program is mandatory for your confirmation and continuation of employment.

Our training location for the Classroom Training (Six weeks approximately) is centralized at Pune, irrespective of the final work location to which you are assigned.

3. Designation & Work location

You will be designated as **Post Graduate Trainee.** Your location of posting will be communicated before completion of your Class Room Training Program at Pune. In case your work location is other than Pune, you need to travel to that location immediately after the Class Room training at your own cost. The company also reserves the right to transfer its employees any time during their tenure of service to any location or department of the company, or its Affiliates or to a Customer's "Work Location".

4. Work Timings

The days & timings of work may vary depending on your location of work and the Customer account to which you are assigned. This may also involve working in shifts or beyond normal working hours depending on exigencies of work. Unless otherwise specified, such additional hours of work shall be deemed to be covered in your remuneration detailed in section 6 below. You shall abide by the office duties, stand-by duties, time schedules and other directions as may be prescribed by the Company from time to time. The Company at its sole discretion shall regulate the time schedule of the duties.

5. Unauthorized Absence & Alternate Engagement:

Absence for a continuous period of three days without intimation is construed as "Unauthorised Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

6. *Remuneration*

In the first year of your employment, your Annual **Total Cost to Company** shall be **Rs.500,000** (Rupees Five Lakhs Only). Thereafter, the company norms and practices will apply. The break-up of your remuneration is attached as **Annexure "B".** You are also eligible for the following:

- **Loyalty Bonus:**
  You will be eligible for a One-Time Loyalty Bonus of **Rs. 75000** (Seventy Five Thousand Only) on your successful completion of three years continuous service with the company.

- The above bonuses shall not be paid in advance of completion of the stipulated period of service or be paid pro-rata, proportionate to a completed period.

7. *Income Tax*

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie on you.

8. *Benefits*

In addition to the above remuneration, you will be entitled for benefits of Gratuity, Provident Fund and Group Medical Insurance, Group Personal Accident, Group Term Life Insurance coverage, location specific transport, canteen services & other available facilities. You will be eligible for leave commensurate with the norms followed at individual locations for specific customer accounts.

9. Superannuation

You shall retire from the services of the company on attainment of sixty years of age.

10. PTO / Holidays

You shall be governed by the provisions of Paid Time Off (PTO) policy.

11. *Code of Conduct*

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

12. ***Background Check***

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If the information furnished by you while seeking employment, is found to be incorrect, misleading or suppressed or upon being found with past conviction for criminal acts, the Company shall be within its rights terminate your services.

13. ***Data Protection and Privacy***

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the 'Individual Confidential Nondisclosure Agreement' which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Nondisclosure Agreement.

You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies group of companies globally in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in Employee Self Service Portal.

14. Conflict of Interest

In the event of your decision to severe the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the company, customers with whom you were engaged during the employment with company.

15. ***Medical Fitness***

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the company. We presume that the validity of answers you gave in our application & Medical form at Campus interview still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any medical serious medical conditions arise whilst in service.

Any concealment of correct & up to date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

16. ***Separation***

Your appointment is subject to termination with **three months' notice** by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months' basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or a part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

17. ***General***

The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all these and other rules and regulations of the company as shall be in force, from time to time.

For TATA Technologies Ltd

Prasanna Kumar Reddy C
Global Head – Compensation & Benefits

I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective October 4, 2017

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Raghav Shahani

Signature of the Candidate:

Date:

Place:

ANNEXURE B

COMPENSATION STRUCTURE

Name	**Mr. Raghav Shahani**	
Grade	**L1.2 - PGT**	
COMPONENTS	**Monthly**	**Annual**
Consolidated Salary (Basic Salary)	10,155	121,857
House Rent Allowance (HRA)	4,062	48,744
Conveyance Allowance	1,600	19,200
Bonus	2,000	24,000
Flexible Benefits Plan*	19,572	234,865
Retirals		
Provident Fund (Employer)	1,219	14,623
Gratuity	488	5,861
Superannuation Allowance / Pension Scheme**	1,523	18,279
Total Fixed Compensation	**40,619**	**487,429**
Cost to Company (CTC)	**40,619**	**487,429**
Insurance Premium paid by Company (Notional) :		
Group Medical Insurance	-	12,050
Group Personal Accident & Group Term Life Insurance	-	521
Total Cost to Company (TCTC)		**500,000**

Note:

***Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Medical Reimbursement
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP amount will be shown under Special Allowance)

**Superannuation Allowance / Pension Scheme – Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Annexure "C"

CHECKLIST

At the time of reporting, you are requested to the submit the following documents *

S. No.	Particulars	Checklist Yes / No
A.	Course Completion Certificate from the college Principal.	Yes / No
B.	Please bring the following certificates in original supporting your educational qualifications along with mark sheets for verification only and two attested copies of each document for joining formalities	Yes / No
	1. Xth Certificate & mark sheets	
	2. XIIth Certificate & mark sheets	
	3. Degree Certificate & Semester/year-wise mark sheets	
	4. Master's Certificate & Semester/year-wise mark sheets	
	5. Diploma/PG Diploma Certificates & Transcripts	
	6. Any other Certificates with supporting documents, if any	
C.	Duly Signed copy of our offer Acceptance letter	
D.	Passport size photographs with a grey background	
E.	**PAN Card** and Proof of PAN Number You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number	Yes / No
F.	**Valid Passport** Please submit copy of the valid Passport (inclusive of all blank pages). In case if you did not apply please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to VDS Joining Formalities Team	Yes / No
G.	Medical Certificate of Fitness along with medical practitioner's details	Yes/ No

Note:

- *Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer of appointment.
- **Please ensure to carry all the Original documents for our verification at the time of your joining.**

Annexure "D"

SUMMARY OF BENEFITS

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

(A) Wellness:

1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However there is a provision to take additional cover at your cost. To meet domiciliary medical expenses, your compensation includes an allowance paid monthly. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company)

3. Group Term Life Insurance Policy

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee).

4. Annual health Check Up

The Company does not take the appropriateness of your health for granted. It considers the risks of serious undetected health issues that can impact your life. Facilities for Company paid annual medical check have been set up. We appreciate the pressures you need to address on the work and home fronts. However, do take the time off for a medical check just once a year to de-risk potential health issues. You owe this to yourself and your family.

(B) Asset Creation

1. Interest Subsidy on Housing Loan

We know that for many of you buying a home is an important lifetime event for you and your families. To help you, Company provides interest subsidy on housing loans. It gives you the flexibility to borrow from any financial institution and yet save interest costs. For details please refer the Policy on "Interest Subsidy on Housing Loan".

2. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

(C) Personal Development:

1. Training

We have an elaborate program to cover employees with class based training as well as on job training on technical and cognitive needs.

2. Education Enhancement

We are committed to supporting our employees achieve higher education and learning as a part of their self-development. We provide study leave under special circumstances for pursuing higher education subject to policy guidelines in the Education Enhancement Policy. Fifty percent costs of tuition & examination fees are reimbursed on successful achievement of higher educational qualification.

3. Skill Enhancement

Our Company also supports, facilitates and encourages employees to enhance their technical qualification by pursuing contemporary certification courses in specialize skill areas. Here too fifty percent of tuition & examination fees are reimbursed on successful acquisition of certification.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

Private & Confidential

June 3, 2017

Mr. Avanish Pandey
C/O Devendra Nath Pandey,
Vill-Shiorampur, Post-Sawarubandh,
PS-Dubahadh, Ballia, UP-277001

Re: Letter of Appointment

Dear Avanish,

Congratulations! Further to your Campus interview, we are delighted to offer you employment with TATA Technologies as a **'Post Graduate Trainee'** at an annual gross remuneration of **Rs. 500000 (Five Lakhs Only)**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

Please join us on October 4, 2017 @ 0800 hours and report to:

Kamlesh Jagdale (Mobile – 09552503609) or Snehal Kinekar (Mobile - 7722046323)
Tata Technologies Ltd.
25, Rajiv Gandhi IT Park
Hinjewadi Phase - 1
Pune - 411057

Please go through the following enclosed documents comprehensively.

1. Terms of the employment offer - Annexure A
2. Compensation break-up - Annexure B
3. Pre-joining documents checklist - Annexure C
4. Summary of Benefits - Annexure D

At the time of joining, please provide us with a signed copy of the "Terms & Conditions of Employment" (Annexure – A) confirming your acceptance of the same.

In case you require any clarifications, please contact any of the following persons:

- **Mr. Kamlesh Jagdale**
- **Ms. Snehal Kinekar**

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With warm regards

Shalini Jain
Head - Human Resources India

Annexure "A"

Terms and Conditions of Employment

FOR:
Mr. Avanish Pandey
C/O Devendra Nath Pandey,
Vill-Shiorampur, Post-Sawarubandh,
PS-Dubahadh, Ballia, UP-277001

In pursuance to our discussions had with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

1. *Verification & submission of copies of certificates*

Your appointment is subject to your clearing the MBA **Course** with ***minimum 60% in aggregate of all semesters by June 2017***. Please bring originals and copies of your final degree certificate and mark-sheet for mandatory verification & our record. In case these final certificates & mark sheets are yet to be released by your college, they will need to be verified immediately as available. If it transpires after you join us, that you have secured less than 60% marks (CQPI up to your final college semester) we will be compelled to terminate your services.

2. *Training & Confirmation*

Your training period shall be of 1 year and shall comprise of both "Class Room" and "On the Job" training content. Your performance on the training program will be assessed both during and at the end of the program. Successful completion of the Training program is mandatory for your confirmation and continuation of employment.

Our training location for the Classroom Training (Six weeks approximately) is centralized at Pune, irrespective of the final work location to which you are assigned.

3. Designation & Work location

You will be designated as **Post Graduate Trainee.** Your location of posting will be communicated before completion of your Class Room Training Program at Pune. In case your work location is other than Pune, you need to travel to that location immediately after the Class Room training at your own cost. The company also reserves the right to transfer its employees any time during their tenure of service to any location or department of the company, or its Affiliates or to a Customer's "Work Location".

4. Work Timings

The days & timings of work may vary depending on your location of work and the Customer account to which you are assigned. This may also involve working in shifts or beyond normal working hours depending on exigencies of work. Unless otherwise specified, such additional hours of work shall be deemed to be covered in your remuneration detailed in section 6 below. You shall abide by the office duties, stand-by duties, time schedules and other directions as may be prescribed by the Company from time to time. The Company at its sole discretion shall regulate the time schedule of the duties.

5. Unauthorized Absence & Alternate Engagement:

Absence for a continuous period of three days without intimation is construed as "Unauthorised Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

6. *Remuneration*

In the first year of your employment, your Annual **Total Cost to Company** shall be **Rs.500,000** (Rupees Five Lakhs Only). Thereafter, the company norms and practices will apply. The break-up of your remuneration is attached as **Annexure "B".** You are also eligible for the following:

- **Loyalty Bonus:**
  You will be eligible for a One-Time Loyalty Bonus of **Rs. 75000** (Seventy Five Thousand Only) on your successful completion of three years continuous service with the company.

- The above bonuses shall not be paid in advance of completion of the stipulated period of service or be paid pro-rata, proportionate to a completed period.

7. *Income Tax*

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie on you.

8. *Benefits*

In addition to the above remuneration, you will be entitled for benefits of Gratuity, Provident Fund and Group Medical Insurance, Group Personal Accident, Group Term Life Insurance coverage, location specific transport, canteen services & other available facilities. You will be eligible for leave commensurate with the norms followed at individual locations for specific customer accounts.

9. Superannuation

You shall retire from the services of the company on attainment of sixty years of age.

10. PTO / Holidays

You shall be governed by the provisions of Paid Time Off (PTO) policy.

11. *Code of Conduct*

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

12. ***Background Check***

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If the information furnished by you while seeking employment, is found to be incorrect, misleading or suppressed or upon being found with past conviction for criminal acts, the Company shall be within its rights terminate your services.

13. ***Data Protection and Privacy***

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the 'Individual Confidential Nondisclosure Agreement' which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Nondisclosure Agreement.

You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies group of companies globally in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in Employee Self Service Portal.

14. Conflict of Interest

In the event of your decision to severe the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the company, customers with whom you were engaged during the employment with company.

15. ***Medical Fitness***

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the company. We presume that the validity of answers you gave in our application & Medical form at Campus interview still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any medical serious medical conditions arise whilst in service.

Any concealment of correct & up to date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

16. ***Separation***

Your appointment is subject to termination with **three months' notice** by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months' basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or a part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

17. ***General***

The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all these and other rules and regulations of the company as shall be in force, from time to time.

For TATA Technologies Ltd

Prasanna Kumar Reddy C
Global Head – Compensation & Benefits

I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective October 4, 2017

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Avanish Pandey

Signature of the Candidate:

Date:

Place:

ANNEXURE B

COMPENSATION STRUCTURE

Name	**Mr. Avanish Pandey**	
Grade	**L1.2 - PGT**	
COMPONENTS	**Monthly**	**Annual**
Consolidated Salary (Basic Salary)	10,155	121,857
House Rent Allowance (HRA)	4,062	48,744
Conveyance Allowance	1,600	19,200
Bonus	2,000	24,000
Flexible Benefits Plan*	19,572	234,865
Retirals		
Provident Fund (Employer)	1,219	14,623
Gratuity	488	5,861
Superannuation Allowance / Pension Scheme**	1,523	18,279
Total Fixed Compensation	**40,619**	**487,429**
Cost to Company (CTC)	**40,619**	**487,429**
Insurance Premium paid by Company (Notional) :		
Group Medical Insurance	-	12,050
Group Personal Accident & Group Term Life Insurance	-	521
Total Cost to Company (TCTC)		**500,000**

Note:

***Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Medical Reimbursement
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP amount will be shown under Special Allowance)

**Superannuation Allowance / Pension Scheme – Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Annexure "C"

CHECKLIST

At the time of reporting, you are requested to the submit the following documents *

S. No.	Particulars	Checklist Yes / No
A.	Course Completion Certificate from the college Principal.	Yes / No
B.	Please bring the following certificates in original supporting your educational qualifications along with mark sheets for verification only and two attested copies of each document for joining formalities	Yes / No
	1. Xth Certificate & mark sheets	
	2. XIIth Certificate & mark sheets	
	3. Degree Certificate & Semester/year-wise mark sheets	
	4. Master's Certificate & Semester/year-wise mark sheets	
	5. Diploma/PG Diploma Certificates & Transcripts	
	6. Any other Certificates with supporting documents, if any	
C.	Duly Signed copy of our offer Acceptance letter	
D.	Passport size photographs with a grey background	
E.	**PAN Card** and Proof of PAN Number You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number	Yes / No
F.	**Valid Passport** Please submit copy of the valid Passport (inclusive of all blank pages). In case if you did not apply please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to VDS Joining Formalities Team	Yes / No
G.	Medical Certificate of Fitness along with medical practitioner's details	Yes/ No

Note:

- *Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer of appointment.
- **Please ensure to carry all the Original documents for our verification at the time of your joining.**

Annexure "D"

SUMMARY OF BENEFITS

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

(A) Wellness:

1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However there is a provision to take additional cover at your cost. To meet domiciliary medical expenses, your compensation includes an allowance paid monthly. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company)

3. Group Term Life Insurance Policy

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee).

4. Annual health Check Up

The Company does not take the appropriateness of your health for granted. It considers the risks of serious undetected health issues that can impact your life. Facilities for Company paid annual medical check have been set up. We appreciate the pressures you need to address on the work and home fronts. However, do take the time off for a medical check just once a year to de-risk potential health issues. You owe this to yourself and your family.

(B) Asset Creation

1. Interest Subsidy on Housing Loan

We know that for many of you buying a home is an important lifetime event for you and your families. To help you, Company provides interest subsidy on housing loans. It gives you the flexibility to borrow from any financial institution and yet save interest costs. For details please refer the Policy on "Interest Subsidy on Housing Loan".

2. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

(C) Personal Development:

1. Training

We have an elaborate program to cover employees with class based training as well as on job training on technical and cognitive needs.

2. Education Enhancement

We are committed to supporting our employees achieve higher education and learning as a part of their self-development. We provide study leave under special circumstances for pursuing higher education subject to policy guidelines in the Education Enhancement Policy. Fifty percent costs of tuition & examination fees are reimbursed on successful achievement of higher educational qualification.

3. Skill Enhancement

Our Company also supports, facilitates and encourages employees to enhance their technical qualification by pursuing contemporary certification courses in specialize skill areas. Here too fifty percent of tuition & examination fees are reimbursed on successful acquisition of certification.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

Private & Confidential

June 3, 2017

Ms. Diksha Gopinath
#97, 14th Main Road,
Manjunatha Layout Mangammana Palya, Bommanahalli
Madivala Post, Bangalore-560068

Re: Letter of Appointment

Dear Diksha,

Congratulations! Further to your Campus interview, we are delighted to offer you employment with TATA Technologies as a **'Post Graduate Trainee'** at an annual gross remuneration of **Rs. 475000 (Four Lakhs Seventy Five Thousand Only)**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

Please join us on October 4, 2017 @ 0800 hours and report to:

Kamlesh Jagdale (Mobile – 09552503609) or Snehal Kinekar (Mobile - 7722046323)
Tata Technologies Ltd.
25, Rajiv Gandhi IT Park
Hinjewadi Phase - 1
Pune - 411057

Please go through the following enclosed documents comprehensively.

1. Terms of the employment offer - Annexure A
2. Compensation break-up - Annexure B
3. Pre-joining documents checklist - Annexure C
4. Summary of Benefits - Annexure D

At the time of joining, please provide us with a signed copy of the "Terms & Conditions of Employment" (Annexure – A) confirming your acceptance of the same.

In case you require any clarifications, please contact any of the following persons:

- **Mr. Kamlesh Jagdale**
- **Ms. Snehal Kinekar**

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With warm regards

Shalini Jain
Head - Human Resources India

Annexure "A"

Terms and Conditions of Employment

FOR:
Ms. Diksha Gopinath
#97, 14th Main Road,
Manjunatha Layout Mangammana Palya, Bommanahalli
Madivala Post, Bangalore-560068

In pursuance to our discussions had with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

1. *Verification & submission of copies of certificates*

Your appointment is subject to your clearing the MBA **Course** with ***minimum 60% in aggregate of all semesters by June 2017***. Please bring originals and copies of your final degree certificate and mark-sheet for mandatory verification & our record. In case these final certificates & mark sheets are yet to be released by your college, they will need to be verified immediately as available. If it transpires after you join us, that you have secured less than 60% marks (CQPI up to your final college semester) we will be compelled to terminate your services.

2. *Training & Confirmation*

Your training period shall be of 1 year and shall comprise of both "Class Room" and "On the Job" training content. Your performance on the training program will be assessed both during and at the end of the program. Successful completion of the Training program is mandatory for your confirmation and continuation of employment.

Our training location for the Classroom Training (Six weeks approximately) is centralized at Pune, irrespective of the final work location to which you are assigned.

3. Designation & Work location

You will be designated as **Post Graduate Trainee.** Your location of posting will be communicated before completion of your Class Room Training Program at Pune. In case your work location is other than Pune, you need to travel to that location immediately after the Class Room training at your own cost. The company also reserves the right to transfer its employees any time during their tenure of service to any location or department of the company, or its Affiliates or to a Customer's "Work Location".

4. Work Timings

The days & timings of work may vary depending on your location of work and the Customer account to which you are assigned. This may also involve working in shifts or beyond normal working hours depending on exigencies of work. Unless otherwise specified, such additional hours of work shall be deemed to be covered in your remuneration detailed in section 6 below. You shall abide by the office duties, stand-by duties, time schedules and other directions as may be prescribed by the Company from time to time. The Company at its sole discretion shall regulate the time schedule of the duties.

5. Unauthorized Absence & Alternate Engagement:

Absence for a continuous period of three days without intimation is construed as "Unauthorised Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

6. *Remuneration*

In the first year of your employment, your Annual **Total Cost to Company** shall be **Rs.475,000** (Rupees Four Lakhs Seventy Five Thousand Only). Thereafter, the company norms and practices will apply. The break-up of your remuneration is attached as **Annexure "B".** You are also eligible for the following:

- **Loyalty Bonus:**
  You will be eligible for a One-Time Loyalty Bonus of **Rs. 75000** (Seventy Five Thousand Only) on your successful completion of three years continuous service with the company.

- The above bonuses shall not be paid in advance of completion of the stipulated period of service or be paid pro-rata, proportionate to a completed period.

7. *Income Tax*

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie on you.

8. *Benefits*

In addition to the above remuneration, you will be entitled for benefits of Gratuity, Provident Fund and Group Medical Insurance, Group Personal Accident, Group Term Life Insurance coverage, location specific transport, canteen services & other available facilities. You will be eligible for leave commensurate with the norms followed at individual locations for specific customer accounts.

9. Superannuation

You shall retire from the services of the company on attainment of sixty years of age.

10. PTO / Holidays

You shall be governed by the provisions of Paid Time Off (PTO) policy.

11. *Code of Conduct*

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

12. ***Background Check***

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If the information furnished by you while seeking employment, is found to be incorrect, misleading or suppressed or upon being found with past conviction for criminal acts, the Company shall be within its rights terminate your services.

13. ***Data Protection and Privacy***

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the 'Individual Confidential Nondisclosure Agreement' which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Nondisclosure Agreement.

You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies group of companies globally in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in Employee Self Service Portal.

14. Conflict of Interest

In the event of your decision to severe the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the company, customers with whom you were engaged during the employment with company.

15. ***Medical Fitness***

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the company. We presume that the validity of answers you gave in our application & Medical form at Campus interview still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any medical serious medical conditions arise whilst in service.

Any concealment of correct & up to date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

16. ***Separation***

Your appointment is subject to termination with **three months' notice** by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months' basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or a part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

17. ***General***

The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all these and other rules and regulations of the company as shall be in force, from time to time.

For TATA Technologies Ltd

Prasanna Kumar Reddy C
Global Head – Compensation & Benefits

I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective October 4, 2017

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Diksha Gopinath

Signature of the Candidate:

Date:

Place:

ANNEXURE B

COMPENSATION STRUCTURE

Name	**Ms. Diksha Gopinath**	
Grade	**L1.2 - PGT**	
COMPONENTS	**Monthly**	**Annual**
Consolidated Salary (Basic Salary)	10,100	121,200
House Rent Allowance (HRA)	4,040	48,480
Conveyance Allowance	1,600	19,200
Bonus	2,000	24,000
Flexible Benefits Plan*	17,583	210,995
Retirals		
Provident Fund (Employer)	1,212	14,544
Gratuity	486	5,830
Superannuation Allowance / Pension Scheme**	1,515	18,180
Total Fixed Compensation	**38,536**	**462,429**
Cost to Company (CTC)	**38,536**	**462,429**
Insurance Premium paid by Company (Notional) :		
Group Medical Insurance	-	12,050
Group Personal Accident & Group Term Life Insurance	-	521
Total Cost to Company (TCTC)		**475,000**

Note:

***Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Medical Reimbursement
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP amount will be shown under Special Allowance)

**Superannuation Allowance / Pension Scheme – Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Annexure "C"

CHECKLIST

At the time of reporting, you are requested to the submit the following documents *

S. No.	Particulars	Checklist Yes / No
A.	Course Completion Certificate from the college Principal.	Yes / No
B.	Please bring the following certificates in original supporting your educational qualifications along with mark sheets for verification only and two attested copies of each document for joining formalities	Yes / No
	1. Xth Certificate & mark sheets	
	2. XIIth Certificate & mark sheets	
	3. Degree Certificate & Semester/year-wise mark sheets	
	4. Master's Certificate & Semester/year-wise mark sheets	
	5. Diploma/PG Diploma Certificates & Transcripts	
	6. Any other Certificates with supporting documents, if any	
C.	Duly Signed copy of our offer Acceptance letter	
D.	Passport size photographs with a grey background	
E.	**PAN Card** and Proof of PAN Number You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number	Yes / No
F.	**Valid Passport** Please submit copy of the valid Passport (inclusive of all blank pages). In case if you did not apply please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to VDS Joining Formalities Team	Yes / No
G.	Medical Certificate of Fitness along with medical practitioner's details	Yes/ No

Note:

- *Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer of appointment.
- **Please ensure to carry all the Original documents for our verification at the time of your joining.**

Annexure "D"

SUMMARY OF BENEFITS

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

(A) Wellness:

1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However there is a provision to take additional cover at your cost. To meet domiciliary medical expenses, your compensation includes an allowance paid monthly. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company)

3. Group Term Life Insurance Policy

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee).

4. Annual health Check Up

The Company does not take the appropriateness of your health for granted. It considers the risks of serious undetected health issues that can impact your life. Facilities for Company paid annual medical check have been set up. We appreciate the pressures you need to address on the work and home fronts. However, do take the time off for a medical check just once a year to de-risk potential health issues. You owe this to yourself and your family.

(B) Asset Creation

1. Interest Subsidy on Housing Loan

We know that for many of you buying a home is an important lifetime event for you and your families. To help you, Company provides interest subsidy on housing loans. It gives you the flexibility to borrow from any financial institution and yet save interest costs. For details please refer the Policy on "Interest Subsidy on Housing Loan".

2. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

(C) Personal Development:

1. Training

We have an elaborate program to cover employees with class based training as well as on job training on technical and cognitive needs.

2. Education Enhancement

We are committed to supporting our employees achieve higher education and learning as a part of their self-development. We provide study leave under special circumstances for pursuing higher education subject to policy guidelines in the Education Enhancement Policy. Fifty percent costs of tuition & examination fees are reimbursed on successful achievement of higher educational qualification.

3. Skill Enhancement

Our Company also supports, facilitates and encourages employees to enhance their technical qualification by pursuing contemporary certification courses in specialize skill areas. Here too fifty percent of tuition & examination fees are reimbursed on successful acquisition of certification.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

Private & Confidential

June 3, 2017

Ms. Hareleen Kaur
#530 Moti Bagh Colony
Pakhowal Road,
Phullanwal Ludhiana-141013

Re: Letter of Appointment

Dear Hareleen,

Congratulations! Further to your Campus interview, we are delighted to offer you employment with TATA Technologies as a **'Post Graduate Trainee'** at an annual gross remuneration of **Rs. 500000 (Five Lakhs Only)**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

Please join us on October 4, 2017 @ 0800 hours and report to:

Kamlesh Jagdale (Mobile – 09552503609) or Snehal Kinekar (Mobile - 7722046323)
Tata Technologies Ltd.
25, Rajiv Gandhi IT Park
Hinjewadi Phase - 1
Pune - 411057

Please go through the following enclosed documents comprehensively.

1. Terms of the employment offer - Annexure A
2. Compensation break-up - Annexure B
3. Pre-joining documents checklist - Annexure C
4. Summary of Benefits - Annexure D

At the time of joining, please provide us with a signed copy of the "Terms & Conditions of Employment" (Annexure – A) confirming your acceptance of the same.

In case you require any clarifications, please contact any of the following persons:

- **Mr. Kamlesh Jagdale**
- **Ms. Snehal Kinekar**

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With warm regards

Shalini Jain
Head - Human Resources India

Annexure "A"

Terms and Conditions of Employment

FOR:
Ms. Hareleen Kaur
#530 Moti Bagh Colony
Pakhowal Road,
Phullanwal Ludhiana-141013

In pursuance to our discussions had with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

1. *Verification & submission of copies of certificates*

Your appointment is subject to your clearing the MBA **Course** with ***minimum 60% in aggregate of all semesters by June 2017***. Please bring originals and copies of your final degree certificate and mark-sheet for mandatory verification & our record. In case these final certificates & mark sheets are yet to be released by your college, they will need to be verified immediately as available. If it transpires after you join us, that you have secured less than 60% marks (CQPI up to your final college semester) we will be compelled to terminate your services.

2. *Training & Confirmation*

Your training period shall be of 1 year and shall comprise of both "Class Room" and "On the Job" training content. Your performance on the training program will be assessed both during and at the end of the program. Successful completion of the Training program is mandatory for your confirmation and continuation of employment.

Our training location for the Classroom Training (Six weeks approximately) is centralized at Pune, irrespective of the final work location to which you are assigned.

3. Designation & Work location

You will be designated as **Post Graduate Trainee.** Your location of posting will be communicated before completion of your Class Room Training Program at Pune. In case your work location is other than Pune, you need to travel to that location immediately after the Class Room training at your own cost. The company also reserves the right to transfer its employees any time during their tenure of service to any location or department of the company, or its Affiliates or to a Customer's "Work Location".

4. Work Timings

The days & timings of work may vary depending on your location of work and the Customer account to which you are assigned. This may also involve working in shifts or beyond normal working hours depending on exigencies of work. Unless otherwise specified, such additional hours of work shall be deemed to be covered in your remuneration detailed in section 6 below. You shall abide by the office duties, stand-by duties, time schedules and other directions as may be prescribed by the Company from time to time. The Company at its sole discretion shall regulate the time schedule of the duties.

5. Unauthorized Absence & Alternate Engagement:

Absence for a continuous period of three days without intimation is construed as "Unauthorised Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

6. *Remuneration*

In the first year of your employment, your Annual **Total Cost to Company** shall be **Rs.500,000** (Rupees Five Lakhs Only). Thereafter, the company norms and practices will apply. The break-up of your remuneration is attached as **Annexure "B".** You are also eligible for the following:

- **Loyalty Bonus:**
  You will be eligible for a One-Time Loyalty Bonus of **Rs. 75000** (Seventy Five Thousand Only) on your successful completion of three years continuous service with the company.

- The above bonuses shall not be paid in advance of completion of the stipulated period of service or be paid pro-rata, proportionate to a completed period.

7. *Income Tax*

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie on you.

8. *Benefits*

In addition to the above remuneration, you will be entitled for benefits of Gratuity, Provident Fund and Group Medical Insurance, Group Personal Accident, Group Term Life Insurance coverage, location specific transport, canteen services & other available facilities. You will be eligible for leave commensurate with the norms followed at individual locations for specific customer accounts.

9. Superannuation

You shall retire from the services of the company on attainment of sixty years of age.

10. PTO / Holidays

You shall be governed by the provisions of Paid Time Off (PTO) policy.

11. *Code of Conduct*

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

12. ***Background Check***

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If the information furnished by you while seeking employment, is found to be incorrect, misleading or suppressed or upon being found with past conviction for criminal acts, the Company shall be within its rights terminate your services.

13. ***Data Protection and Privacy***

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the 'Individual Confidential Nondisclosure Agreement' which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Nondisclosure Agreement.

You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies group of companies globally in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in Employee Self Service Portal.

14. Conflict of Interest

In the event of your decision to severe the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the company, customers with whom you were engaged during the employment with company.

15. ***Medical Fitness***

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the company. We presume that the validity of answers you gave in our application & Medical form at Campus interview still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any medical serious medical conditions arise whilst in service.

Any concealment of correct & up to date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

16. ***Separation***

Your appointment is subject to termination with **three months' notice** by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months' basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or a part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

17. ***General***

The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all these and other rules and regulations of the company as shall be in force, from time to time.

For TATA Technologies Ltd

Prasanna Kumar Reddy C
Global Head – Compensation & Benefits

I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective October 4, 2017

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Hareleen Kaur

Signature of the Candidate:

Date:

Place:

ANNEXURE B

COMPENSATION STRUCTURE

Name	**Ms. Hareleen Kaur**	
Grade	**L1.2 - PGT**	
COMPONENTS	**Monthly**	**Annual**
Consolidated Salary (Basic Salary)	10,155	121,857
House Rent Allowance (HRA)	4,062	48,744
Conveyance Allowance	1,600	19,200
Bonus	2,000	24,000
Flexible Benefits Plan*	19,572	234,865
Retirals		
Provident Fund (Employer)	1,219	14,623
Gratuity	488	5,861
Superannuation Allowance / Pension Scheme**	1,523	18,279
Total Fixed Compensation	**40,619**	**487,429**
Cost to Company (CTC)	**40,619**	**487,429**
Insurance Premium paid by Company (Notional) :		
Group Medical Insurance	-	12,050
Group Personal Accident & Group Term Life Insurance	-	521
Total Cost to Company (TCTC)		**500,000**

Note:

***Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Medical Reimbursement
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP amount will be shown under Special Allowance)

**Superannuation Allowance / Pension Scheme – Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Annexure "C"

CHECKLIST

At the time of reporting, you are requested to the submit the following documents *

S. No.	Particulars	Checklist Yes / No
A.	Course Completion Certificate from the college Principal.	Yes / No
B.	Please bring the following certificates in original supporting your educational qualifications along with mark sheets for verification only and two attested copies of each document for joining formalities	Yes / No
	1. Xth Certificate & mark sheets	
	2. XIIth Certificate & mark sheets	
	3. Degree Certificate & Semester/year-wise mark sheets	
	4. Master's Certificate & Semester/year-wise mark sheets	
	5. Diploma/PG Diploma Certificates & Transcripts	
	6. Any other Certificates with supporting documents, if any	
C.	Duly Signed copy of our offer Acceptance letter	
D.	Passport size photographs with a grey background	
E.	**PAN Card** and Proof of PAN Number You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number	Yes / No
F.	**Valid Passport** Please submit copy of the valid Passport (inclusive of all blank pages). In case if you did not apply please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to VDS Joining Formalities Team	Yes / No
G.	Medical Certificate of Fitness along with medical practitioner's details	Yes/ No

Note:

- *Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer of appointment.
- **Please ensure to carry all the Original documents for our verification at the time of your joining.**

Annexure "D"

SUMMARY OF BENEFITS

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

(A) Wellness:

1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However there is a provision to take additional cover at your cost. To meet domiciliary medical expenses, your compensation includes an allowance paid monthly. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company)

3. Group Term Life Insurance Policy

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee).

4. Annual health Check Up

The Company does not take the appropriateness of your health for granted. It considers the risks of serious undetected health issues that can impact your life. Facilities for Company paid annual medical check have been set up. We appreciate the pressures you need to address on the work and home fronts. However, do take the time off for a medical check just once a year to de-risk potential health issues. You owe this to yourself and your family.

(B) Asset Creation

1. Interest Subsidy on Housing Loan

We know that for many of you buying a home is an important lifetime event for you and your families. To help you, Company provides interest subsidy on housing loans. It gives you the flexibility to borrow from any financial institution and yet save interest costs. For details please refer the Policy on "Interest Subsidy on Housing Loan".

2. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

(C) Personal Development:

1. Training

We have an elaborate program to cover employees with class based training as well as on job training on technical and cognitive needs.

2. Education Enhancement

We are committed to supporting our employees achieve higher education and learning as a part of their self-development. We provide study leave under special circumstances for pursuing higher education subject to policy guidelines in the Education Enhancement Policy. Fifty percent costs of tuition & examination fees are reimbursed on successful achievement of higher educational qualification.

3. Skill Enhancement

Our Company also supports, facilitates and encourages employees to enhance their technical qualification by pursuing contemporary certification courses in specialize skill areas. Here too fifty percent of tuition & examination fees are reimbursed on successful acquisition of certification.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

Offer: Computer Consultancy
Ref: TCSL/CT20162123617/Hyderabad
Date: 05/12/2016

Mr. Siddhant Jain
Ibs Hyderabad,
Shankarpally,
Hyderabad-501203,
Telangana.
Tel# -

Dear Siddhant Jain,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Siddhant Jain**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123310/Hyderabad
Date: 07/12/2016

Mr. Sumit Verma
D-23, Additional Township, Ntpc , Badarpur,
Near Tughlakabad Metro Station,
New Delhi-110044,
Delhi.
Tel# -

Dear Sumit Verma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,52,241/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹14,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,525/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 3.37 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Probation Period**

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sumit Verma**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,000	1,68,000
Bouquet Of Benefits #	32,742	3,92,900
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,680	20,160
Gratuity	673	8,081
Total of Annual Components & Retirals	2,353	36,141
TOTAL GROSS	53,695	6,52,241

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,000	84,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,167	14,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,525	2,70,300
GROSS BOUQUET OF BENEFITS	32,742	3,92,900

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123491/Hyderabad
Date: 05/12/2016

Mr. Vivek Gupta
D604Dontanapally,
Shankarpally Road,
Hyderabad-501203,
Telangana.
Tel# -

Dear Vivek Gupta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,09,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,460/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 1.0 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Probation Period**

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Vivek Gupta**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,510	3,78,120
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	50,127	6,09,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,460	2,69,520
GROSS BOUQUET OF BENEFITS	31,510	3,78,120

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123976/Hyderabad
Date: 07/12/2016

Mr. Sayandeep Mitra
Block Abcd D-203 Ibs HyderabadShankerapally Road,
Ibs Hyderabad,
Hyderabad-501203,
Telangana.
Tel# -

Dear Sayandeep Mitra,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,52,241/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹14,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,525/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 3.52 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Probation Period**

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sayandeep Mitra**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,000	1,68,000
Bouquet Of Benefits #	32,742	3,92,900
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,680	20,160
Gratuity	673	8,081
Total of Annual Components & Retirals	2,353	36,141
TOTAL GROSS	53,695	6,52,241

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,000	84,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,167	14,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,525	2,70,300
GROSS BOUQUET OF BENEFITS	32,742	3,92,900

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123243/Hyderabad
Date: 05/12/2016

Mr. Shivam Bansal
C-118 Abcd Boys HostelIcfai Business School,
Shankarpally Road,
Hyderabad-501203,
Telangana.
Tel# 581-2567002

Dear Shivam Bansal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Shivam Bansal**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162122547/Hyderabad
Date: 05/12/2016

Mr. Yogendiran Rajshekharan
B 29 Siruvani Nagar,Kovaipudur,
Near Terminal Bus Stop,
Coimbatore-641042,
Tamil Nadu.
Tel# 422-2979745

Dear Yogendiran Rajshekharan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Yogendiran Rajshekharan**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123548/Hyderabad
Date: 05/12/2016

Mr. Zain Kanjee
Icfai Business SchoolShankerpalli,
Mokila,
Hyderabad-501203,
Telengana.
Tel# -

Dear Zain Kanjee,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,52,241/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹14,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,525/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 3.0 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Zain Kanjee**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,000	1,68,000
Bouquet Of Benefits #	32,742	3,92,900
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,680	20,160
Gratuity	673	8,081
Total of Annual Components & Retirals	2,353	36,141
TOTAL GROSS	53,695	6,52,241

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,000	84,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,167	14,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,525	2,70,300
GROSS BOUQUET OF BENEFITS	32,742	3,92,900

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123315/Hyderabad
Date: 05/12/2016

Mr. Sanchit Kanwar
Ifhe- Ibs HyderabadShankarpally,
Dontanapally,
Hyderabad-501203,
Telangana State.
Tel# -

Dear Sanchit Kanwar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sanchit Kanwar**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123388/Hyderabad
Date: 05/12/2016

Mr. Satyam Acharya
Pt/No.938/1462,Nn Nagar, Lane-3,RasulgrahBbsr-10,
Nh-5,
Bhubaneswar-751010,
Odisha.
Tel# -8895084186

Dear Satyam Acharya,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,546/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package. Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Satyam Acharya**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20162123560/Hyderabad
Date: 05/12/2016

Mr. Vivek S
21Jayabharathi Nagar 1st Street,
Porur,
Chennai-600116,
Tamilnadu.
Tel# -

Dear Vivek S,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL **₹50,000/-** towards the training expenditure.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Vivek S**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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KNOWLEDGE CRYSTALS PRIVATE LIMITED

Regd. Off: Plot No. 1230, Road No. 60,
Jubilee Hills,
Hyderabad - 500 033.

CIN No:U74999TG2014PTC096073
Phone: +91-7995570353
Mail: knowledgecrystalspvtltd@gmail.com

Letter of Initial Offer

13-04-2017.

Sridhar Kattagoni
#2-268, Poosala Road,
Sultanabad,
Karimnagar, Telangana - 505185.

Dear Mr. Sridhar Kattagoni

Welcome to Knowledge Crystals Private Limited:

Subsequent to your interview with us, it gives us great pleasure to offer the role of Business Solution Enabler Software Infrastructure.

This job, as explained to you, is in the Management Cadre of our company. We request you to study this letter and return the enclosed duplicate copy or scanned copy by email in acceptance of the same within 5 days.

Your total C.T.C will be Rs.7,50,000/- (Inclusive of Annual Variable Pay) and the monthly emoluments before deductions will be Rs.58,825/- The detailed break up we will give you along with the appointment letter.

Your date of joining will be on or before 20th April, 2017.

The role, in which you join us, is a very important one which will entail dealing with important and sensitive data, information and records of the company. You will, therefore, be required to sign a "Code of Conduct and Confidentiality Agreement" of our company at the time of your joining the company.

We look forward to you joining our team. We are sure that you will have a bright career with our company.

We take this opportunity to welcome you and your family into the fold of Knowledge Crystals.

Kind Regards

Verghese Jacob
Chief Integrator
Knowledge Crystals Pvt Ltd.

Accepted

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CTC:		7,50,000
Annual Variable Pay		22,500
Monthly CTC	60625	

Annexure - A		
Name: Sridhar Kattagoni	DOJ : 20-04-2017	
Role: Enabler - Soft Infrastructure		
Location: Hyderabad		
A) Monthly Salary Components	INR P.M.	INR P.A.
Basic	24,250	2,91,000
House Rent Allowance	9,700	1,16,400
Conveyance	1,600	19,200
Special Allowance	22,025	2,64,300
Total(A)	57,575	6,90,900
B) Monthly Benefits		
Medical Reimbursement	1,250	15,000
C) Monthly emoluments before deductions (A+B)	58,825	7,05,900
D) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
E) Performance linked Variable Pay		22,500
COST TO COMPANY (C+D+E)		7,50,000

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.
* Income Tax & Professional Tax will be deducted as per the Act.

*Performance Linked Variable Pay (PYLP), will be paid out as per your "Performance Rating" in the previuos quarter
*PLVP is paid if you are on the rolls of Knowledge Crystals on the date of disbursement and should not have formally resigned or serving the notice period

For Knowledge Crystals Pvt. Ltd,

Authorized Signatory

Accepted

Name & Signature:

Date:

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MANAPPURAM
INSURANCE BROKERS LIMITED

Dear Ms. Dolli bhimreddy,

Sub: Offer of appointment as Management Trainee

We are pleased to offer you the post of Management trainee– in the Company on the following terms and conditions.

1. **Post offered: Management trainee**
   Please refer to the personal interviews and subsequent telephonic discussion on different days. We are pleased to offer you the post of Management trainee in the Company.

2. **Place of posting & Functions:**
   You are presently posted in our head Office, Valapad but liable to be transferred to any of the present or proposed branches of the company in India in the same or different capacity. As a Management trainee you will be responsible for every management related activities. In addition to this, you may also be entrusted with other responsibilities as may be decided by the management from time to time. You will be reporting to CEO of Manappuram Insurance Brokers Limited for the training period and would be assigned to specific function after your confirmation.

3. **Date of Joining:**
   You are requested to report for duty at Manappuram Insurance Brokers Head office, Valapad. On 1st of June 2018, if you require any change in date of joining, it should be taken up with Human Resources Management department at Administrative Office well in advance. Your appointment will be effective from the date of your joining duty.

4. **Probation/Confirmation:**
   You will be on training and probation for a period of Twelve months. Based on your performance, your services will be confirmed with the company in writing after Twelve months. During probation period, your services are liable to be terminated without assigning any reason. On or after confirmation you would be appointed in the grade L2 as a Manager designation

MANAPPURAM INSURANCE BROKERS LIMITED VALAPAD

5. **Background Verification:**

The company shall conduct a background verification of the employee. If, as a result of this background check, it is found that false statement has been made in the personal data relating to education, qualifications, address etc or found willfully concealed any material information, resulting in the offering of your position in the company, the management may take such action as it deems fit, including termination from employment with immediate effect.

6. **Scale of pay:**

We will be Paid consolidated salary of Rs. 600000(Rupees six Lakh Only) Per Annum.

7. **Eligibility for leave:**

Your will be eligible for leave of one day per month during your training and Probation period in the Company. Once you complete one year of training in Manappuram insurance brokers limited. You will be eligible for 12 days Casual Leave, 12 days Sick Leave and 12 days earned Leave.

8. **Voluntary retirement/Resignation:**

You are required to give a notice of minimum three months, if you wish to resign from the service of the Company. In the event of failure to do so, you will be liable to compensate the Company with an amount equal to the salary and allowance for the actual days of deficiency in such notice. You will not join any of our competitors within 12 months of leaving the organization.

9. **Secrecy clause:**

You may kindly note that confidentiality in your work in relation to any information of the Company is paramount and shall not be divulged to any third party unless with prior permission from the Management. In case employee neglects to maintain secrecy and loss/damage is suffered to company, even after termination of employment, you will be held liable for the same and such disputes will be referred to a sole arbitrator appointed by the company whose decision will be binding on both parties.

10. **Loyalty & Ethics:**

You may serve the company diligently and loyally and devote your best efforts, full time and energy to such services. You will not engage in any other employment during employment with company and warrants that employee is not subjected to any agreement with a prior employer or other party, which would restrict the performance of his duty in this company. All business activities should be conducted in accordance with the directives, policies and instructions of the company, in a professional manner so as to maintain ethics, professional standards, goodwill and reputation of the company.

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

11. **Restriction from soliciting with company's clients and business relations:**

During the course of the employment, you shall not engage in any position or activity that would involve in soliciting or knowingly communicating with the company's clients, business partner or entity that the employee had business relations with, during the course of his employment. Thereafter apart from abiding by clause 9 of the offer, you shall not engage against the interest and business of the organization.

12. **Agreement:**

At the time of joining you are required to execute an agreement with the company along with a surety accepting the terms and conditions of the offer letter etc.

13. **Gratuity:**

Gratuity will be paid as per the provisions of the Gratuity Act as and when you become eligible for the same.

14. **Safe custody of Company Assets:**

You will be responsible for safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge.

15. **Termination:**

If at any time in our opinion, which is final in this matter you are found to be a non performer or guilty of fraud, dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you. In addition to that, the failure to produce or non-submission of any certificate in proof of educational qualification, experience, etc call for by the company at the time of joining also cause termination of your service without any notice.

16. **Acceptance of Commission/Gratification:**

You will not accept any unusual/costly gifts, commission or any sort of gratification in cash or any kind from any person, party or firm or company having dealing with the company and if you are offered any, you should immediately report the same to the management. The usual common acceptable distribution of chocolates, cakes etc and festive gifts are excluded from this.

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

17. **Appointment in good faith:**

This offer of appointment as Management Trainee- being issued to you on the basis of the information relating to your qualification, experience etc, furnished by you in your application including Bio-data at the time of your interview and subsequent discussion. If it transpires that you have made a false statement or have not disclosed a material fact resulting in your being offered this appointment, the management may take such action as it deems fit in its sole discretion, including termination of your employment.

18. **Dress code:**

You will comply with the prevailing dress code applicable to employees, while in service with the Company.

19. **Security Deposit:**

You will have to deposit an amount of Rs.15, 000/-(Rupees Fifteen thousand only) towards security deposit. This amount will be deducted from your pay on a monthly basis of Rs-1000/- for 15 month. This amount will be deposited with a Nationalized /Scheduled Commercial Bank. You will be eligible for interest at the rate applicable to deposits of the Bank. Security deposit will be redeemed to you after expiry of 12 months from the date of relieving from the service. Any sum due to the Company from you will be deducted from the security deposit.

20. **Documents to be produced at the time of joining:**

1. Data Form
2. Id Proof(Pan Card, Aadhar Card And Voters Id)
3. Passport Size Photo-10 Nos.
4. Attested Certificate Copy(All Educational Qualification)(Attestation By Gazetted Officer)
5. Physical Fitness Certificate-Certified By Doctor Working In Govt Hospital
6. Data Of Family Members (Name, Date Of Birth, Relation)
7. Bank Account Details
8. Stamp Paper – Rs.100/-(To Take The Indemnity Bond)
9. Surety Id Proof And His Recent Land Tax Receipt
10. Shops And Establishment Employee Form
11. PF Declaration Form

MANAPPURAM INSURANCE BROKERS LIMITED ★ MANAPPURAM

12. ESI Declaration Form
13. Employee Code Of Conduct Declaration Form
14. Relieving Letter From Previous Employment
15. Police Verification Report

If the above terms and conditions are acceptable to you, please sign the duplicate copy of this appointment letter in token of your acceptance and return the same to us immediately.

We take this opportunity to welcome you to our Organization and extend our best wishes.

For Manappuram Insurance Brokers Limited

Sai Kamalakar Rao Palavalasa

Chief Executive Officer(CEO)

MANAPPURAM INSURANCE BROKERS LIMITED VIJAYAWADA

SALARY STACK UP

Name	Dolli Bhimreddy	
Position	Management Trainee	
Reporting Person	CEO	
Company	Manappuram Insurance Brokers Limited	
Location	Valapad	
PARTICULARS	**MONTHLY(IN.RS)**	**ANNUALLY(IN.RS)**
BASIC SALARY		
Basic	18078	216936
Dearness Allowance	2184	26208
	20262	243144
ALLOWANCES		
Special Allowance	12837	154043
Fixed Travelling Allowance	3000	36000
Mobile Allowance	500	6000
House Rent Allowances	10000	120000
	26337	**316043**
EMPLOYEE BENEFIT		
Employee Benefit(Rs.2491/- GPA,Rs.882/- GMC,Rs.2969/- TERM)	529	6348
Employer Contribution of PF	1898	22776
Gratuity	974	11690
	3401	**40814**
DEDUCTIONS FROM SALARY		
Recurring Deposit(For 15 months)	1000	12000
Professional Tax(Once in every 6 months)	209	2500
Staff welfare fund(Rs.75/- for the first month, and Rs.25/- thereafter)	25	350
Labour welfare fund	20	240
PF	1800	21000
CTC	**50000**	**600000**

Employee Benefit: The company employee Benefit scheme makes you eligible for a group protection scheme of Rs.25Lakhs, Accidental cover of Rs.50Lakhs and a Group mediclaim of Rs.5lakhs for you, your spouse and your parents.

MANAPPURAM INSURANCE BROKERS LIMITED VALAPAD

MANAPPURAM
INSURANCE BROKERS LIMITED

Dear Ms. Anushna Das,

Sub: Offer of appointment as Management Trainee

We are pleased to offer you the post of Management trainee– in the Company on the following terms and conditions.

1. **Post offered: Management trainee**
   Please refer to the personal interviews and subsequent telephonic discussion on different days. We are pleased to offer you the post of Management trainee in the Company.

2. **Place of posting & Functions:**
   You are presently posted in our head Office, Valapad but liable to be transferred to any of the present or proposed branches of the company in India in the same or different capacity. As a Management trainee you will be responsible for every management related activities. In addition to this, you may also be entrusted with other responsibilities as may be decided by the management from time to time. You will be reporting to CEO of Manappuram Insurance Brokers Limited for the training period and would be assigned to specific function after your confirmation.

3. **Date of Joining:**
   You are requested to report for duty at Manappuram Insurance Brokers Head office, Valapad. On 1st of June 2018, if you require any change in date of joining, it should be taken up with Human Resources Management department at Administrative Office well in advance. Your appointment will be effective from the date of your joining duty.

4. **Probation/Confirmation:**
   You will be on training and probation for a period of Twelve months. Based on your performance your services will be confirmed with the company in writing after Twelve months. During probation period, your services are liable to be terminated without assigning any reason. On or after confirmation you would be appointed in the grade L2 as a Manager designation

MANAPPURAM INSURANCE BROKERS LIMITED VALAPAD

5. **Background Verification:**

The company shall conduct a background verification of the employee. If, as a result of this background check, it is found that false statement has been made in the personal data relating to education, qualifications, address etc or found willfully concealed any material information, resulting in the offering of your position in the company, the management may take such action as it deems fit, including termination from employment with immediate effect.

6. **Scale of pay:**

We will be Paid consolidated salary of Rs. 600000(Rupees six Lakh Only) Per Annum.

7. **Eligibility for leave:**

Your will be eligible for leave of one day per month during your training and Probation period in the Company. Once you complete one year of training in Manappuram insurance brokers limited. You will be eligible for 12 days Casual Leave, 12 days Sick Leave and 12 days earned Leave.

8. **Voluntary retirement/Resignation:**

You are required to give a notice of minimum three months, if you wish to resign from the service of the Company. In the event of failure to do so, you will be liable to compensate the Company with an amount equal to the salary and allowance for the actual days of deficiency in such notice. You will not join any of our competitors within 12 months of leaving the organization.

9. **Secrecy clause:**

You may kindly note that confidentiality in your work in relation to any information of the Company is paramount and shall not be divulged to any third party unless with prior permission from the Management. In case employee neglects to maintain secrecy and loss/damage is suffered to company, even after termination of employment, you will be held liable for the same and such disputes will be referred to a sole arbitrator appointed by the company whose decision will be binding on both parties.

10. **Loyalty & Ethics:**

You may serve the company diligently and loyally and devote your best efforts, full time and energy to such services. You will not engage in any other employment during employment with company and warrants that employee is not subjected to any agreement with a prior employer or other party, which would restrict the performance of his duty in this company. All business activities should be conducted in accordance with the directives, policies and instructions of the company, in a professional manner so as to maintain ethics, professional standards, goodwill and reputation of the company.

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

11. **Restriction from soliciting with company's clients and business relations:**

During the course of the employment, you shall not engage in any position or activity that would involve in soliciting or knowingly communicating with the company's clients, business partner or entity that the employee had business relations with, during the course of his employment. Thereafter apart from abiding by clause 9 of the offer, you shall not engage against the interest and business of the organization.

12. **Agreement:**

At the time of joining you are required to execute an agreement with the company along with a surety accepting the terms and conditions of the offer letter etc.

13. **Gratuity:**

Gratuity will be paid as per the provisions of the Gratuity Act as and when you become eligible for the same.

14. **Safe custody of Company Assets:**

You will be responsible for safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge.

15. **Termination:**

If at any time in our opinion, which is final in this matter you are found to be a non performer or guilty of fraud, dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you. In addition to that, the failure to produce or non-submission of any certificate in proof of educational qualification, experience, etc call for by the company at the time of joining also cause termination of your service without any notice.

16. **Acceptance of Commission/Gratification:**

You will not accept any unusual/costly gifts, commission or any sort of gratification in cash or any kind from any person, party or firm or company having dealing with the company and if you are offered any, you should immediately report the same to the management. The usual common acceptable distribution of chocolates, cakes etc and festive gifts are excluded from this.

MANAPPURAM INSURANCE BROKERS LIMITED ★ MALAPPAD

17. **Appointment in good faith:**

This offer of appointment as Management Trainee- being issued to you on the basis of the information relating to your qualification, experience etc, furnished by you in your application including Bio-data at the time of your interview and subsequent discussion. If it transpires that you have made a false statement or have not disclosed a material fact resulting in your being offered this appointment, the management may take such action as it deems fit in its sole discretion, including termination of your employment.

18. **Dress code:**

You will comply with the prevailing dress code applicable to employees, while in service with the Company.

19. **Security Deposit:**

You will have to deposit an amount of Rs.15, 000/-(Rupees Fifteen thousand only) towards security deposit. This amount will be deducted from your pay on a monthly basis of Rs-1000/- for 15 month. This amount will be deposited with a Nationalized /Scheduled Commercial Bank. You will be eligible for interest at the rate applicable to deposits of the Bank. Security deposit will be redeemed to you after expiry of 12 months from the date of relieving from the service. Any sum due to the Company from you will be deducted from the security deposit.

20. **Documents to be produced at the time of joining:**

1. Data Form
2. Id Proof(Pan Card, Aadhar Card And Voters Id)
3. Passport Size Photo-10 Nos.
4. Attested Certificate Copy(All Educational Qualification)(Attestation By Gazetted Officer)
5. Physical Fitness Certificate-Certified By Doctor Working In Govt Hospital
6. Data Of Family Members (Name, Date Of Birth, Relation)
7. Bank Account Details
8. Stamp Paper – Rs.100/-(To Take The Indemnity Bond)
9. Surety Id Proof And His Recent Land Tax Receipt
10. Shops And Establishment Employee Form
11. PF Declaration Form

MANAPPURAM INSURANCE BROKERS LIMITED ★ MALAPPAD

12. ESI Declaration Form
13. Employee Code Of Conduct Declaration Form
14. Relieving Letter From Previous Employment
15. Police Verification Report

If the above terms and conditions are acceptable to you, please sign the duplicate copy of this appointment letter in token of your acceptance and return the same to us immediately.

We take this opportunity to welcome you to our Organization and extend our best wishes.

For Manappuram Insurance Brokers Limited

Sai Kamalakar Rao Palavalasa

Chief Executive Officer(CEO)

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

SALARY STACK UP		
Name	Anushna Das	
Position	Management Trainee	
Reporting Person	CEO	
Company	Manappuram Insurance Brokers Limited	
Location	Valapad	
PARTICULARS	**MONTHLY(IN.RS)**	**ANNUALLY(IN.RS)**
BASIC SALARY		
Basic	18078	216936
Dearness Allowance	2184	26208
	20262	243144
ALLOWANCES		
Special Allowance	12837	154043
Fixed Travelling Allowance	3000	36000
Mobile Allowance	500	6000
House Rent Allowances	10000	120000
	26337	**316043**
EMPLOYEE BENEFIT		
Employee Benefit(Rs.2491/- GPA,Rs.882/- GMC,Rs.2969/- TERM)	529	6348
Employer Contribution of PF	1898	22776
Gratuity	974	11690
	3401	**40814**
DEDUCTIONS FROM SALARY		
Recurring Deposit(For 15 months)	1000	12000
Professional Tax(Once in every 6 months)	209	2500
Staff welfare fund(Rs.75/- for the first month, and Rs.25/- thereafter)	25	350
Labour welfare fund	20	240
PF	1800	21000
CTC	**50000**	**600000**

Employee Benefit: The company employee Benefit scheme makes you eligible for a group protection scheme of Rs.25Lakhs, Accidental cover of Rs.50Lakhs and a Group mediclaim of Rs.5lakhs for you, your spouse and your parents.

MANAPPURAM INSURANCE BROKERS LIMITED
VALAPAD

Meltwater India Pvt. Ltd

EMPLOYMENT AGREEMENT

Smriti Easwaran
B6/132
U.D.A.P. Colony
Nehru Nagar
New Delhi - 110065

21 November 2017

Dear Smriti,

We are pleased to offer you the position of Sales Development Representative with **Meltwater India Pvt. Ltd** ("Company"). You will report to Nitin Bhatia, Managing Director Client Acquisition in Bangalore. Your employment with the Company will be effective starting 1 March 2018. Your employment is subject to the following terms and conditions:

1. COMPENSATION AND BENEFITS

Your gross base salary upon joining our organization will be 540,000.00 INR per annum. In addition to the base salary, you have a bonus opportunity as determined from time to time by the company. The Company will assess whether you are eligible to receive a Bonus, taking into account a variety of factors including but not limited to personal and team sales targets. The Company further has the sole discretion to determine whether any payout will be made, the amount of any payment and when such payment will be made to you.

2. PROBATION

You shall be on probation for a period of six (6) months from the date you join the Company. Upon satisfactory completion of probation period, your services will be deemed to be confirmed unless advised otherwise by the Company.

3. TRANSFER

Your services can be transferred by the Company in such capacity as the Company may, from time to time, determine anywhere in India or abroad to any one of the parent company's departments, subsidiaries, joint ventures, associates, sister companies, etc., as per the business needs. In such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location.

4. TRAVEL

You will also be expected to make visits and travel both within India and overseas, as may be necessary for the proper discharge of your duties.

5. LEAVE

As a regular employee of the Company, you will be entitled to 20 working days of annual leave with wages in a year. Any unused annual leave shall be accumulated and carried forward to the next calendar year up to a maximum of 45 days.

In addition to the annual leave, you shall be entitled to 12 days of casual or sickness leave each year, prorated to the number of full months of employment. Any unused leave under this category shall not be accumulated and carried forward to the next calendar year.

6. SEPARATION

We hope our association will be a long and mutually beneficial one. However, if you or the Company decides otherwise, either party can terminate the employment relationship with 1 month's advance written notice or payment in lieu thereof.

Notwithstanding anything mentioned in this Agreement, the Company may terminate your employment, with immediate effect without any notice or salary in lieu of notice, in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of the Company's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or the Company's policies or other documents or directions of the Company, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of the Company, or upon you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients .

On termination of employment and/or your resignation, you should immediately return all tools, accessories, formulae, documents, specifications, books etc. of whatsoever nature in your custody, care or charge and obtain clearance from the relevant person(s), office(s), departments(s), on production of which alone your dues, if any, will be settled by the company.

7. PAST EMPLOYMENT

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third party confidential information to the Company, including that of

any of your former employers, and that in performing your duties for the Company you will not in any way utilize any such information.

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, you will be liable to be removed from services without any notice or compensation whatsoever.

8. CHECKS; DATA PRIVACY

The Company reserves the right to conduct reference and background checks on all of its potential employees. Your employment offer, therefore, is contingent upon a clearance of such a reference or background check, if any.

As a part of your background check, as well as during the course of your employment with the Company, the Company may collect personal information, including but not limited to, your bank details, credit history, medical records and history, and such other personal data or information as it may deem necessary, from time to time. You hereby acknowledge and grant your consent to the Company collecting, using, processing, storing, disposing off, and transferring, whether to any other company which is a part of the Meltwater group of companies, or to third party service providers, within or outside India, any such personal information relating to you.

9. OTHER TERMS AND CONDITIONS

Your work in the Company will be subject to the rules and regulations of the Company, as promulgated and modified from time to time in relation to your conduct, discipline and other matters, including but not limited to any employee handbook. In addition to the above, all such other rules and regulations as may be in operation at the time of your accepting the appointment with the Company and which may be amended or altered from time to time at the discretion of the Company will also apply to you.

Further you will be required to execute and be bound by a Non-Disclosure Agreement (Annexure B) and an Employment Invention Assignment Agreement (Annexure A) which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information and such Agreements shall be co-extensive.

10. ANTI-CORRUPTION, ANTI-BRIBERY

Due to the fact that the Company is part of a multinational group of companies with a parent company in the U.S., the Parties agree that you must comply with all applicable laws relating to the employment, including but not limited to the anti-corruption and anti-bribery provisions in the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Without limiting the foregoing, you understand that you may not at any time during the employment with the Company, pay, give, provide, or offer, or promise to pay, give, provide or offer, any money or any other thing of value not legitimately due, directly or indirectly, to, or for the benefit of: (i) any government or public official, political party, candidate for political office, or public international organization; or (ii) any other person, firm, corporation or other entity, with the knowledge that some or

all of that money or other thing of value will be paid, given, offered or promised to a government or public official, political party, candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

11. GOVERNING LAW

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be New Delhi, India.

12. VALIDITY OF OFFER

This letter of appointment is valid for a period of 3 working days from the date given in this letter and shall lapse automatically unless you confirm your acceptance of it by signing the duplicate in the appropriate place and returning it to the undersigned. Please submit all documents outlined in Annexure B on your date of joining.

Please note that the Company reserves the right to withdraw the offer made to you, before your acceptance of the same, without providing any reasons to you.

We look forward to working together to build a successful business.

Sincerely yours,
For **Meltwater India Pvt. Ltd**

_____
Nithin Bhatia
Managing Director Client Acquisition | Executive Alerts Bangalore

Encl:
Annexure – A (Employment Invention Assignment Agreement)
Annexure – B (Non Disclosure Agreement)

ACCEPTANCE

I, Akshay Mudbidri, agree to accept the employment on the terms and conditions mentioned in this letter and the enclosed annexure and shall join Meltwater India Pvt. Ltd, on _____.

_____ _____
Smriti Easwaran Date

ANNEXURE - A

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Meltwater India Pvt. Ltd, a Company duly incorporated under the Companies Act, 1956 (the "***Company***"), I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement**. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below) and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.

2. **Proprietary Information**. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (***"Proprietary Information"***). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and other information and materials concerning the Company's business, operations or plans.

3. **Disclosure of Inventions and Intellectual Property**. I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (***"Inventions"***) and Intellectual Property that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets. ***"Intellectual Property"*** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

4. **Work for Hire; Assignment of Inventions and Intellectual Property**.

(a) I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act in India and under international copyright laws and that the Company will be considered the owner of such copyrightable works. I agree that all Inventions and Intellectual property and other rights related thereto that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated research and

development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

(b) I have attached as Appendix 1 a complete list of all Inventions and Intellectual Property to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

5. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

6. **Assistance**. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. **No Breach of Prior Agreement**. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.

8. **Notification**. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

9. **Publication of Material Concerning Company Business**. Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company

to protect its Proprietary Information. I further agree to obtain the consent of the Company prior to any review of such material by persons outside the Company.

10. **Name & Likeness Rights, Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

11. **Maintenance of Records.** I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for six (6) months after termination of my employment with the Company, I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

12. **Third Party Rights**. I hereby represent and warrant that I will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for my violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.

13. **Injunctive Relief**. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

14. **Severability**. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. **Applicable Law; Dispute Resolution**. I agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be New Delhi, India.

16. **Terms of Employment**. I understand that this Agreement, in itself, does not constitute a contract of employment or obligate the Company to employ me for any stated period of time beyond the time as provided for in my Employment/Appointment Letter. This Agreement shall be effective as of the first day of my employment by the Company.

This Agreement can only be modified by a written agreement executed by a duly authorized officer of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

_____

Smriti Easwaran

APPENDIX 1

(Refer Section 4(b) of Employee Invention Assignment and Confidentiality Agreement)

PRIOR INVENTIONS & INTELLECTUAL PROPERTY

The following information is provided in accordance with Section 4(b) of Employee Invention Assignment and Confidentiality Agreement executed by me:

☐ I have made no Inventions & Intellectual Property prior to my engagement with the Company that are owned by me (either alone or jointly with others) and I do not wish to exclude any Inventions from the scope of the Agreement.

☐ The following is a complete and accurate list of all Inventions & Intellectual Property I have made, conceived, discovered or developed prior to my engagement with the Company, that are owned by me (either alone or jointly with others), which I wish to exclude from the scope of the Agreement:

(Continue on additional sheets, if required)

_____
Smriti Easwaran

ANNEXURE - B

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

This Non-Disclosure Agreement ("**Agreement**") entered into on _____.

BETWEEN

Meltwater India Pvt. Ltd, a company incorporated under the provisions of the Companies Act, 1956, hereinafter referred to as the Company which expression shall mean and include where the context so requires or admits its permissible successors and assigns of the ONE PART;

AND

Smriti Easwaran, currently residing at B6/132, U.D.A.P. Colony, Nehru Nagar, New Delhi – 110065, India; hereinafter referred to as **"Employee"** of the OTHER PART.

Whereas:

1. The Company is a company engaged in the business of performing research and development and other services;

2. The Employee is currently employed in the capacity of a Digital Marketing Consultant to provide services in the Company vide his/her Employment/Appointment Letter.

3. Pursuant to his/her obligations, the Employee would have access to, be furnished with and develop information for and on behalf of the Company either solely or jointly with other employees or consultants of the Company wherein all such information would be proprietary in nature and confidential to the Company;

4. The Company would be irremediably damaged in the event of disclosure of such confidential information by the Employee and deems it necessary to enter into an agreement of non-disclosure to ensure that the confidentiality of all information accessed, furnished and developed by the Employee during the course of his/her employment is maintained;

5. The Employee acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to the Company's directions in this regard;

6. Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between the Company and the Employee.

HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

1.1 "**Authorized Use**" shall mean the purposes for which the Employee is employed by the Company and for which the Employee has access or is furnished or develops or is required to develop Confidential Information.

1.2 "**Confidential Information**" shall mean all proprietary information of the Company including but not limited to commercial, technical and artistic information relating to the Company's establishment, business, operation, maintenance marketing and promoting of its own services and products, products, programming techniques, experimental work, customers, clients and vendors of the Company, financial information, marketing plans, business plans, project plans, information relating to sales, costs, operating income, organization, customer lists, price calculation models, software, technology, methods, Documentation, Designs and Materials and Source Code and general trade secrets of the Company and Intellectual Property of the Company, as well as any other information labeled "Confidential" by the Company or accessible to or provided to the Employee or developed by the Employee solely or jointly with other employees or consultants of the Company pursuant to the performance of the Employee's obligations during the course of his/her employment in the Company, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

1.3 "**Designs**" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by the Company generally or by the Employee specifically (whether solely or jointly with other employees or consultants of the Company) or furnished by the Company to the Employee from time to time.

1.4 "**Documentation**" shall mean user manuals, training materials, help text, sample documents, tutorials, graphics, and other written or graphic materials of the Company that describe any part of whole of the business operations of the Company and/or the specific projects required to be performed by the Employee, generally or specifically.

1.5 "**Intellectual Property**" shall mean any intellectual property of the Company including but not limited to patents including patent applications and patents arising from such applications, and continuations of or relating to patents, trademarks, copyrights, registered designs, rights of license, assignment, use, moral rights, right of confidence in know how or technical or commercial information generally and any other such rights or interests in intellectual property, developed by the Company generally or the Employee specifically, whether or not protected under any law in force.

1.6 "**Materials**" shall include but not be limited to all memoranda, notes, records, drawings, manuals, disks or other documents and media, including all copies, extracts, and summaries thereof made or conceived by the Company generally or by the Employee specifically or furnished by the Company to the Employee from time to time.

1.7 "**Source Code**" shall mean the software program code in human readable form, and all supporting materials used to develop or program such code including but not limited to programmer's notes, functional specifications, scripts, detailed documentation, and a programmer's guide.

2. Obligation of Confidentiality

The Employee shall not, without the express written consent of the Company, for any reason or at any time either during and subsequent to the term of this Agreement use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, the Employee acknowledges and agrees:

(a) that he/she is to be given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she will not use the information outside of the purposes listed in Authorized Use.

(b) that he/she will not disclose Confidential Information to others except:
- (i) to persons working for the Company having access in their work to the kind of information at hand;
- (ii) his/her superiors;
- (iii) to anyone else authorized by the Company as receiver of such information;
- (iv) to persons to whom he/she according to his/her work duties shall give such information;
- (v) where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her employment or his/her assignment for the Company.

(c) that he/she will not, directly or indirectly, make use of Confidential Information other than in the course of his/her duties and work for the Company;

(d) that he/she will comply with all Company Corporate Policies and Directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from the Company's premises or may be communicated or disclosed only to a restricted internal or external group of individuals;

(e) that confidential information may not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for the Company; and

(f) that upon learning of any wrongful use or treatment of confidential information, he/she will promptly notify his/her manager within the Company and will cooperate in full with the Company to protect such information.

3. Proprietary Protection

3.1 Subject to the provisions of this Agreement, the Company shall have sole and exclusive ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.

3.2 The Company claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as copyrighted works. The binary or object code version of such software programs may under no circumstances be reverse-engineered or reverse-compiled without the Company's further written consent.

3.3 The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the Employee shall not in any manner be deemed to grant the Employee any rights of ownership, license or assignment in the Confidential Information and Intellectual Property.

4. Access to Computer Resources

The Employee expressly agrees that in order to perform his/her duties and work for the Company, the Employee may be granted access to computer resources of the Company. In consideration of being entrusted with such access, the Employee acknowledges and agrees:

(a) that he/she will not intentionally access any information, data or computer resources other than the information that he/she have been specifically authorized to access by the Company;

(b) that he/she will keep the passwords, PIN codes, etc. associated with his/her corporate identity strictly confidential;

(c) that he/she, when logging on to any computer system of the Company, will use only the corporate identity assigned to him/her by the Company and his/her password;

(d) that he/she will not allow any other person access, either directly or indirectly, to the Company's computer resources by the use of his/her corporate identity and password or through any other methods;

(e) that he/she will have the ultimate responsibility for the use of the corporate identity assigned to him/her and his/her password;

(f) that he/she will log off the computer systems of the Company or activate the screen saver configured with password immediately upon completion of each work session; and

(g) that he/she will comply with the Company's corporate policies and directives and other instructions regarding his/her access to and use of the Company's computer resources.

5. Remedy for Breach

In the event of breach of the obligations of this Agreement by the Employee, the Employee shall promptly be liable to indemnify the Company for all the costs, damages and prejudice caused to the Company by disclosure or loss of confidentiality of any part or whole of the Confidential Information by the Employee. This liability of the Employee shall not in any manner affect the rights of the Company from claiming damages from the Employee and other available remedies under law, equity or under the Employment/Appointment Letter and this Agreement.

Further, the Employee acknowledges that, in the event of any breach of this Agreement, the Company will not have an adequate remedy in money or damages. The Company therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

6. Term and Termination

This Agreement is co-terminus with the Employment/Appointment Letter issued by the Company to the Employee and upon the earlier of the Company's request or the completion of the Authorized Use or termination of the Employment/Appointment Letter, this Agreement shall also stand terminated as the case may be. In such an event, the Employee shall promptly return or destroy all Confidential Information and Intellectual Property and discontinue all further use of the Confidential Information and Intellectual Property including but not limited to all copies, abstractions, compilations, etc. Upon the Company's request, the Employee shall promptly certify in writing that such action has been taken.

7. Consequences of Termination

The termination of Employment/Appointment Letter and this Agreement shall not affect the obligations of the Employee under this Agreement and the obligations of the Employee under this Agreement shall by their nature survive the termination of Employment/Appointment Letter and this Agreement.

8. General

The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be New Delhi. The Employee may not sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of the Company.

IN WITNESS WHEREOF the parties hereto have set their hands on the day, month and year first hereinabove mentioned.

for Meltwater India Pvt. Ltd	**Employee:**
_____	_____
Nitin Bhatia	Smriti Easwaran

SALARY MODEL:

Sales Development Representative – India

Salary Model (Annual OTE) in INR/ USD / AED

Base:	INR 540,000.00	OTE:	INR 1,260,000.00
Monthly base:	INR 45,000.00	Monthly OTE:	INR 105,000.00

Bonuses *(paid out Quarterly i.e. bonuses earned in Jan-Mar are paid out in May)*

MD Reaches Quota	INR 20,000.00
20 appointments booked[1]	INR 20,000.00
Sales office reaches Quota[2]	*INR 20,000.00*

Monthly On Target Earning (OTE): INR 105,000.00

[1]The SDR succesfully booked 20 strong appointments (as determined by their Managing Director) within the given month

[2]This bonus opportunity will be in effect after 6 months of employment, upon successful completion of the probation period.

Adjustments due to annual or medical leave

- 25% reduction of personal sales quota for every full week the person is not in the office in one calendar month
- The personal bonus for reaching the reduced sales quota will be reduced by the same percentage that the quota is reduced by

Example: 2 weeks vacation

- Personal sales quota: 50% of regular quota
- Personal bonus for reaching the reduced quota: 50% of regular bonus

However, if a full sales quota is met a 100% bonus is entitled.

MELTWATER
CODE OF CONDUCT

INTRODUCTION

Built around our company values of Moro, Enere, Respekt and MER, a fundamental belief in people, hands-on entrepreneurship and a lot of hard work, we have grown Meltwater from a two-man start into a global player in the SaaS and Media industry. And we want to continue to grow and "Be More" as we aspire to be the best in class in whatever we do.

This aspiration helps us hire outstanding people, build innovative products, and attract great clients around the globe. Our code of conduct helps us with that, setting the tone of following the law, acting honorably and treating each other with professionalism and respect wherever we operate.

Who Must Follow Our Code?

All Meltwater employees are expected to know and follow this Code of Conduct. In addition, to uphold our values, we expect contractors, board members, interns, consultants and others who may be working within the Meltwater organization, to follow the Code. Failure to act within the principles as set forth in this Code may result in disciplinary action.

We expect our managers to be role models and lead their teams in a manner exemplifying our core values. They must be knowledgeable of, adhere to, and be able to instruct their teams on Meltwater policies, including this Code of Conduct. In the event of a breach of the Code of Conduct, managers are ultimately responsible for the actions of their team.

Who to turn to?

Legal and HR have taken ownership of creating this Meltwater Code of Conduct and will be available for your questions, concerns or ideas. So if you are unsure about any items or how to deal with certain aspects, please reach out to Nynke Wright, Head of Legal or Laurie Dahlgren, Head of HR. If you become aware of any violation to the Code, become victim to a violation, or find yourself subject to a conflict of interest, please discuss this with your manager, HR or Legal.

RESPECTFUL WORKING ENVIRONMENT

At Meltwater, we are committed to a supportive work environment, where employees have the opportunity to develop to their full potential. Each of us is expected to do his or her utmost to create a respectful, fun and inspiring workplace culture that is free of harassment, intimidation, bias and unlawful discrimination of any kind.

Equal Opportunity Employment

At Meltwater, employment and career progression are based upon individual merit and qualifications directly related to professional competence. We strictly prohibit unlawful discrimination or harassment of any kind, including discrimination or harassment on the basis of race, color, religion, veteran status, national origin, ancestry, pregnancy status, sex, gender identity or expression, age, marital status, mental or physical disability, medical condition, sexual orientation or any other characteristics protected by applicable law. We make all

reasonable accommodations to meet our obligations under applicable laws protecting these rights.

Positive Environment

Meltwater prohibits unlawful harassment in any form – verbal, physical, psychological, or visual.

Safe Workplace

We are committed to a violence-free work environment, and we will not tolerate any level of violence or the threat of violence in the workplace.

Communication

Part of a respectful working environment is communicating right. We take pride in professional, open and honest communication with our employees as well as in responding promptly to communication from our clients or partners, whether questions, problems or compliments.

Drugs and Alcohol

Meltwater does not permit substance abuse as it can impact employee health and safety. Whereas we cherish the tradition of Fredagspils, we expect our employees to use good judgment and never drink in a way that leads to inappropriate behavior, endangers the safety of others or violates the law. Illegal drugs in our offices or at company or client events are strictly prohibited. If a manager has reasonable suspicion to believe that an employee attends work or work events under the influence of drugs or alcohol, the manager may request an alcohol and/or drug screening.

AVOIDING CONFLICTS OF INTEREST

While working for Meltwater, you should always strive to do what is in the best interest of the company. When you find yourself in a situation where you could pursue a personal benefit for yourself, your family or friends at the expense of Meltwater, you may be facing a conflict of interest. You may not engage in activities that compete with Meltwater or compromise Meltwater's interests.

When in doubt whether or not you may have a conflict of interest, you can ask yourself the following questions to help you understand whether a given situation may constitute a conflict of interest:

- Could my personal interests in this situation affect the decision I might make for Meltwater?
- Do I, or a friend or family member, stand to gain any advantage from my actions or decisions?
- Would I be embarrassed if anyone at Meltwater knew about the situation?
- Do I feel any obligation as a result of the nature of the relationship I have with a third party doing business with Meltwater?

If the answer to any of these questions is yes, this could indicate that you have a conflict of interest.

Outside Employment

You should avoid accepting employment, advisory positions or other involvements that can pose a conflict of interest with your employment at Meltwater. Reference can be found in your employment agreement or according documents.

Friends and Relatives; Co-Worker Relationships

Avoid participating in a potential or existing Meltwater business relationship involving your relatives, spouse or significant other, or close friends. This includes being the hiring manager for a position for which your relative or close friend is being considered or being a relationship manager for a company associated with your spouse or significant other. If you are uncertain, discuss the situation with your manager and Legal. Withholding such relationships could result in termination of employment of involved Meltwater employees, and at a minimum, reassignment to eliminate the conflict.

Romantic relationships between co-workers can, in certain situation, i.e. one reporting to the other, create a conflict of interest. If it does, it may require changes to work arrangements or even the termination of employment of either or both individuals involved. Please reach out to Human Resources for additional guidance on this issue.

Accepting Gifts, Entertainment and Other Business Courtesies

Accepting occasional gifts and entertainment can be appropriate in developing business relationships. There are some rules that you need to keep in mind. You should not accept any gifts, favors or forms of entertainment if this could appear to influence your business judgment in any way. Giving and accepting gifts should further the business interests of Meltwater and not be excessive compared to generally accepted business practices in your country.

You can accept gifts of low value, which feature the logo of the company providing the gift (umbrellas, calendars, note pads etc.). In the following circumstances, you need to seek prior approval from your manager:

- Gifts/entertainment exceeding a value of USD/EUR 40;
- Gifts/entertainment involving travel expenses;

Use of Meltwater Products and Services

You should not use Meltwater products, services or information in a way that improperly benefits someone you know. This does also apply to the usage of the so-called Buddy Accounts.

PRESERVING CONFIDENTIALITY

Confidential Information

Meltwater employees must make sure that confidential information is preserved and protected. This applies to Meltwater confidential information as well as to confidential information from third parties that you receive during the course of business.

Meltwater confidential information includes Meltwater financial, employee, product and client information. This particularly applies to information shared during Town Halls and/or on Inside Meltwater. You should never disclose this information outside of Meltwater without authorization.

When dealing with third parties, such as clients and suppliers, you should not disclose any confidential information related to such parties. In addition try to only accept the information you may need to accomplish your business objectives.

Employee Data

We collect and store personal information from employees around the world in line with the local requirements of data protection. Access this data only in line with local law and keep it secure according to those standards.

Outside Communications/Social Media

From press releases to posts on social media, the things we say in public and the way we say them have a big impact on our reputation as a company.
You should not discuss Meltwater with the press unless you have been authorized to do so by our ED of Marketing or the CEO. You should never misrepresent facts about Meltwater, its products and services, or other aspects of Meltwater's business.

We all love Social Media, but should use common sense when communicating on social media sites. When blogging or posting in relation to Meltwater you should follow the Social Media Policy for Employees as published on the Intranet by the Marketing department.

Also be sensitive about your online presence, and protect your reputation. Always keep professionalism in mind, as it can impact not only your career, but also Meltwater as your employer.

PROTECTING MELTWATER'S ASSETS

We are all responsible for the proper use, protection and conservation of Meltwater's assets and resources. Meltwater assets and resources, as well as business opportunities arising by virtue of your position with Meltwater, should be used solely to pursue company goals and not for your personal benefit.

Use of Meltwater's Equipment and Facilities

We expect that you are responsible and not wasteful with the equipment provided by Meltwater. While traveling, attending meetings or using your equipment outside the office, ensure to secure your equipment, so it does not get stolen or lost.

Anything you do using Meltwater's corporate electronic facilities (e.g., our computers, mobile phones, network, etc.) or store on our network (e.g., letters, memos and other documents) might be disclosed to people inside and outside the company. For example, Meltwater may be required by law (e.g., in response to a subpoena or warrant) to access and disclose the contents of corporate email, voicemail, computer files and other materials.

Security

If you have any reason to believe that our network security has been violated – for example, you lose your laptop or smart phone or think that your network password may have been compromised – please promptly report the incident to the IT department.

FINANCIAL INTEGRITY AND RESPONSIBILITY

Spending Meltwater's Money

Meltwater is a cost conscious company. We are working hard for our money, we take pride in spending it wisely and expect you spend company money as if it were your own. When you submit an expense for reimbursement or spend money on Meltwater's behalf, make sure that the cost is reasonable, directly related to the business and supported by appropriate documentation. This also applies to business travel spending. In principle, you should not combine business and personal travel. In case this occurs, any extra expenses caused must be borne by you. Always record the business purpose and comply with other submission requirements. Managers are responsible for all money spent and expenses incurred by their direct reports, and should carefully review such spend and expenses before approving.

OBEYING THE LAW

At Meltwater, we take our responsibilities to comply with applicable laws and regulations seriously. Each of us is expected to comply with such laws and regulations.

Trade Controls

We comply with all recognized boycotts and sanctions, and all legal requirements for the proper import and export of goods and technology.

Competition Laws

We believe in open and fair competition and only seek competitive advantage through fair and lawful means. You cannot exchange information or make agreements (in writing or otherwise) with competitors regarding costs, pricing policies, bids, promotions, terms of sale or any other information in violation of antitrust laws.

Anti-Bribery Laws

Meltwater and every employee are subject to the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and related laws in other jurisdictions and you must comply with these laws at all times. It is not allowed to engage in bribery or any other form of corruption. Employees cannot directly or indirectly promise, offer or provide any improper (financial) advantage to any person – including officials of a government or a government-controlled entity – for the purpose of obtaining or retaining business or services.

Third parties may not be used to circumvent the bribery and corruption prohibition. Employees are not allowed to accept such an advantage, if given to motivate them to act contrary to their duties.
If you become aware of improper activity, including improper activity by partners or third parties, you should report this immediately to Legal.

CONCLUSION

It is not always easy to identify the right thing to do. If you have any questions regarding this Code of Conduct or need further guidance, feel free to reach out to your manager, Human Resources or Legal. If you are not comfortable raising the issue with your manager, you can choose to report the matter with the Head of HR or the Head of Legal.

If you become aware of a breach of the rules laid down in this Code, we encourage you to come forward and report the matter to our Head of HR or Head of Legal. We will not allow any retaliation against any employee who reports or participates in an investigation of a possible violation of this Code of Conduct.

Meltwater's compliance with this Code of Conduct is regularly monitored. Findings and recommendations are reported to the Board of Directors.

Last updated March 1, 2014

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: 26th February 2018

Dear Rohan Chandra,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager ->Associate Research Director-> Research Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Mordor Intelligence LLP HYD

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Salary Package

	Monthly	Annually
Basic	20,833	249,996
HRA	8,333	99,996
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Leave Travel Allowance	1,000	12,000
Special Allowance	4,015	48,183
Provident Fund (Company's Contribution)	2635.37	31,624
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

Notes:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/Cancellation of your employment with Mordor Intelligence.
- The Performance Bonus will be paid out quarterly based on the set metrics.
- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Hyderabad

Date: 26th February 2018

Dear Mukesh Kumar Lohar,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager ->Associate Research Director-> Research Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

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Hyderabad - 500032, India.
Maps Link

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Mordor Intelligence LLP HYD

L. Mukesh
26/2/2018

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

L. Mukesh
26/2/2018

Salary Package

	Monthly	Annually
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- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

L. Mukesh
26/2/2018

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: 26th February 2018

Dear Kush Maini,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

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Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Mordor Intelligence LLP HYD

Kush Maini
26.2.18

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 5000

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of th salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, a applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will pla a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Krish Mani
26.2.18

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Salary Package

	Monthly	Annually
Basic	20,833	249,996
HRA	8,333	99,996
Conveyance Allowance	1,600	19,200
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Special Allowance	4,015	48,183
Provident Fund (Company's Contribution)	2635.37	31,624
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

Notes:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/Cancellation of your employment with Mordor Intelligence.
- The Performance Bonus will be paid out quarterly based on the set metrics.
- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Kush Maini
26-2-18

NoPaperForms

Date: 8th March 2018

Riya Patwari
New Delhi

Subject: Appointment Letter- "Management Trainee" at NoPaperForms Solutions Private Limited (NSPL)

Dear Riya,

We are pleased to inform your possible employment with **NoPaperForms Solutions Private Limited (NSPL)** at the position of **"Management Trainee".**

The following terms and conditions defined herein:-

1. **Date of Joining:** Your appointment is effective from **26th February 2018.**

2. **Place of Work:** Your place of work is **New Delhi**. Your place of work may be changed to any other location within India as directed by the Company from time to time.

3. **Remuneration:** Your **Annual CTC is INR 6,50,000.00** out of which **fixed component is INR 4,50,000.00 & INR 2,00,000.00 is annual performance based variable** which will be paid after the performance evaluation.

4. **Probation:** Initially you will be on probation for a period of 12 months from the effective start date of your employment with company. Company may in its sole discretion at any time curtail or extend the probation period. You will be considered for confirmation on the expiry of the initial or extended probationary period, if your work and conduct are found satisfactory. This probation period will stand extended unless you are confirmed in writing. Not withstanding anything contained herein during your probation period, company may terminate your employment in case of unsatisfactory work or conduct.

5. **Leave:** Leave entitlement will be as per company rules.

6. **Working Days:** The Company works 6 days a week.

7. **Performance Review**: As an MT after successful completion of the 12 months' probation period, you will be issued a confirmation letter .The Company follows annual performance

review cycle. The performance review generally takes place only in the month of January or June every year whichever month is nearest after completion of first year post confirmation. However, performance review does not mandate change in Designation and Salary.

8. **Data Confidentiality:** You agree as a part of your employment here under, you will have access directly or indirectly to certain confidential information. During the term of your employment and thereafter, you shall:

   a. preserve the confidentiality and avoid the disclosure of the Confidential Information (defined below),

   b. limit access to your Confidential Information to the employees granted access rights unless approved in writing or email by Management;

   c. not at any time disclose, give, or transmit (in any manner or form or for any purpose) your Confidential Information in any form (verbal / Written) to any person, party, firm, or corporation as specified in this Agreement;

   d. not use any Confidential Information in any way other than for the purpose of providing the Services and the utilization of these Services;

   e. ensure that all employees to whom your Confidential Information is disclosed are legally bound to keep my Confidential Information confidential and not to use the Confidential Information except for the stated Purpose.

   "Confidential Information" means all of the Data stored using the Services including but not limited to computer source code, files and content contained within (e.g. source code, any business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-progress, any engineering, marketing, technical, financial, data, or sales information, pricing or business information, and any other information or materials, whether written, or graphic, or any other form), issue tickets, or any other information sensitive to the business.

9. **Non-Competition:** You agree that you will not accept any offer of employment from a Competitor of NoPaperForms Solutions Pvt. Ltd. during the course of employment and thereafter for a period of 2 years after the termination of your employment with the company, which could result in direct or indirect competition with the business of the company.

10. **Transfer of Services:** At the discretion of the company, your services can be transferred from one job to another, one department to another or from one branch to another anywhere in India whether existing at present or to be set up in future, whether situated in the same city or outside, without any extra allowance. You could also be transferred to an

associate company or a company yet to be formed. You will be bound and obligated to accept such transfers upon the company's request and as required by the company.

11. <u>Termination and Notice Period:</u> Your employment shall terminate immediately:

a. When you reach the age of 58 years or earlier if you are not medically or mentally fit.

b. Either party can terminate the employment by giving 1 month notice period in written. The company reserves the right to terminate your services without any compensation or notice thereof, if you are found to be in moral breach of your responsibilities, breach of a code of conduct of the company and/or breach of any of the terms & conditions as stated herein.

c. If it is found that any information/ representation made by you in your application is untrue or false or that any relevant information has been concealed/suppressed by you

Company may terminate your employment immediately, with or without notice on the occurrence of your:

a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company's leave policy, misuse or attempted unauthorized disclosure of the Company's confidential information.

b. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion may affect the performance of your obligation hereunder, may affect the company and their employees, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees or clients; and or

c. Involvement in any act of moral turpitude.

12. <u>Consequences of termination:</u> Upon termination or expiration of your employment for any reason, or as otherwise requested by company, you will return to the company:

a. Any property belonging to the company, such as laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein, and

b. All confidential Information and any work Product including any documents of whatever description or in whatever form, tangible or intangible in your possession, together with copies, notes, summaries of such documents and your own working papers which are derived of or based on such documents.

13. **Other conditions:** During your employment, you will not take up employment elsewhere or carry on business activity even after office hours except with the prior written permission from the company. You will also not associate yourself or let your work, name, image or personality be used by any other media organisation without the express consent of the management in writing.

In case the above terms and conditions are acceptable to you please convey your approval and confirmation to the above terms and conditions within 3 days from the date hereto.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

Kindly return the attached copy of this letter duly signed by you in acceptance of the terms and conditions set out.

Thanking You.

Yours faithfully,

Paperforms Solutions Private Limited New Delhi

Pooja Ahuja

Human Resources

Accepted by: Riya Patwari

Date: 8/03/2018

Annexure I

Compensation Structure: Ms. Riya Patwari

CTC DETAILS	YEARLY (INR)	MONTHLY (INR)
TOTAL CTC	**6,50,000**	
FIXED	**4,50,000**	**37,500**
Variable	**2,00,000***	
SALARY COMPONENTS	**(INR)**	**(INR)**
Basic	2,25,000	18750
House Rental Allowance	1,12,500	9375
Medical Allowance	15000	1250
Conveyance Allowance	19200	1600
Special Allowance	78300	6525
Total Gross Fixed Compensation	4,50,000	37,500
Net Take Home	**4,50,000**	**37,500**

*Annual performance based variable which will be paid after the performance evaluation.

** Please note that any Tax Liability arising out of this compensation will be as per the Income Tax Rules and it will be your responsibility to plan for the Income Tax.

Performs Solutions Private Limited New Delhi

Sanjay Kumar Jha

Accounts & Finance

Accepted by:

Date:

NoPaperForms

Date: 8th March 2018

Alok Nair
New Delhi

Subject: Appointment Letter- "Management Trainee" at NoPaperForms Solutions Private Limited (NSPL)

Dear Alok,

We are pleased to inform your possible employment with **NoPaperForms Solutions Private Limited (NSPL)** at the position of **"Management Trainee".**

The following terms and conditions defined herein:-

1. **Date of Joining:** Your appointment is effective from **26th February 2018.**

2. **Place of Work:** Your place of work is **New Delhi**. Your place of work may be changed to any other location within India as directed by the Company from time to time.

3. **Remuneration:** Your **Annual CTC is INR 6,50,000.00** out of which **fixed component is INR 4,50,000.00 & INR 2,00,000.00 is annual performance based variable** which will be paid after the performance evaluation.

4. **Probation:** Initially you will be on probation for a period of 12 months from the effective start date of your employment with company. Company may in its sole discretion at any time curtail or extend the probation period. You will be considered for confirmation on the expiry of the initial or extended probationary period, if your work and conduct are found satisfactory. This probation period will stand extended unless you are confirmed in writing. Not withstanding anything contained herein during your probation period, company may terminate your employment in case of unsatisfactory work or conduct.

5. **Leave:** Leave entitlement will be as per company rules.

6. **Working Days:** The Company works 6 days a week.

7. **Performance Review**: As an MT after successful completion of the 12 months' probation period, you will be issued a confirmation letter .The Company follows annual performance

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review cycle. The performance review generally takes place only in the month of January or June every year whichever month is nearest after completion of first year post confirmation. However, performance review does not mandate change in Designation and Salary.

8. **Data Confidentiality:** You agree as a part of your employment here under, you will have access directly or indirectly to certain confidential information. During the term of your employment and thereafter, you shall:

   a. preserve the confidentiality and avoid the disclosure of the Confidential Information (defined below),

   b. limit access to your Confidential Information to the employees granted access rights unless approved in writing or email by Management;

   c. not at any time disclose, give, or transmit (in any manner or form or for any purpose) your Confidential Information in any form (verbal / Written) to any person, party, firm, or corporation as specified in this Agreement;

   d. not use any Confidential Information in any way other than for the purpose of providing the Services and the utilization of these Services;

   e. ensure that all employees to whom your Confidential Information is disclosed are legally bound to keep my Confidential Information confidential and not to use the Confidential Information except for the stated Purpose.

   "Confidential Information" means all of the Data stored using the Services including but not limited to computer source code, files and content contained within (e.g. source code, any business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-progress, any engineering, marketing, technical, financial, data, or sales information, pricing or business information, and any other information or materials, whether written, or graphic, or any other form), issue tickets, or any other information sensitive to the business.

9. **Non-Competition:** You agree that you will not accept any offer of employment from a Competitor of NoPaperForms Solutions Pvt. Ltd. during the course of employment and thereafter for a period of 2 years after the termination of your employment with the company, which could result in direct or indirect competition with the business of the company.

10. **Transfer of Services:** At the discretion of the company, your services can be transferred from one job to another, one department to another or from one branch to another anywhere in India whether existing at present or to be set up in future, whether situated in the same city or outside, without any extra allowance. You could also be transferred to an

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associate company or a company yet to be formed. You will be bound and obligated to accept such transfers upon the company's request and as required by the company.

11. **Termination and Notice Period:** Your employment shall terminate immediately:

a. When you reach the age of 58 years or earlier if you are not medically or mentally fit.

b. Either party can terminate the employment by giving 1 month notice period in written. The company reserves the right to terminate your services without any compensation or notice thereof, if you are found to be in moral breach of your responsibilities, breach of a code of conduct of the company and/or breach of any of the terms & conditions as stated herein.

c. If it is found that any information/ representation made by you in your application is untrue or false or that any relevant information has been concealed/suppressed by you

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a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company's leave policy, misuse or attempted unauthorized disclosure of the Company's confidential information.

b. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion may affect the performance of your obligation hereunder, may affect the company and their employees, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees or clients; and or

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a. Any property belonging to the company, such as laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein, and

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13. **Other conditions:** During your employment, you will not take up employment elsewhere or carry on business activity even after office hours except with the prior written permission from the company. You will also not associate yourself or let your work, name, image or personality be used by any other media organisation without the express consent of the management in writing.

In case the above terms and conditions are acceptable to you please convey your approval and confirmation to the above terms and conditions within 3 days from the date hereto.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

Kindly return the attached copy of this letter duly signed by you in acceptance of the terms and conditions set out.

Thanking You.

Yours faithfully

Noeltrms Solutions Private Limited * New Delhi

Pooja Ahuja

Human Resources

Accepted by:

Date:

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Annexure I

Compensation Structure: Mr. Alok Nair

CTC DETAILS	YEARLY (INR)	MONTHLY (INR)
TOTAL CTC	**6,50,000**	
FIXED	**4,50,000**	**37,500**
Variable	**2,00,000***	
SALARY COMPONENTS	**(INR)**	**(INR)**
Basic	2,25,000	18750
House Rental Allowance	1,12,500	9375
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Conveyance Allowance	19200	1600
Special Allowance	78300	6525
Total Gross Fixed Compensation	4,50,000	37,500
Net Take Home	**4,50,000**	**37,500**

*Annual performance based variable which will be paid after the performance evaluation.
** Please note that any Tax Liability arising out of this compensation will be as per the Income Tax Rules and it will be your responsibility to plan for the Income Tax.

Sanjay Kumar Jha

Accounts & Finance

Mapperforms Solutions Private Limited New Delhi

Accepted by: ALOK NAIR

Date: 8/3/2018

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PAREXEL International (India) Private Limited
11th Floor, Building No.20,
Sundew Properties Ltd SEZ, Mindspace,
Madhapur, Hyderabad, INDIA - 500 081
t +91 40 4437 9999
f +91 40 4004 8405 / 06
www.PAREXEL.com
CIN : U74999TG2006PTC051626

PAREXEL
YOUR JOURNEY. OUR MISSION.™

PXL-HYD-PI-FY18-805

May 2, 2018

Rohit Ranjan
Hyderabad.

Dear Rohit Ranjan,

We are pleased to offer you the position of **Management Trainee - Analysis**, **PAREXEL International (India) Private Limited, Hyderabad** under the following terms and conditions.

1. DESIGNATION, GRADE AND PLACEMENT

1.1 You are designated as **Management Trainee - Analysis**, in "**Group 1 Tier 5(G1T5)**". Your designation is merely indicative of the responsibilities, which you are required to carry out.

1.2 However, it is expressly understood that your services are transferable to any of our offices/ group companies in India or abroad, at the sole discretion of the management of the Company. You can also be deputed/ seconded to any of our offices / group companies. Your office location will be the new office that the company has already identified.

1.3 Upon joining you shall be signing the 'Employee Confidentiality, Invention & Non-Solicitation Agreement' with us in this regard and you shall comply with the provisions of these documents during and after the course of your employment, as the case may be.

2. DATE OF JOINING

2.1 Your date of joining would be _____. This offer is valid only up to that date. You are requested to confirm your acceptance on or before **7th May 2018.**

PAREXEL International (India) Private Limited
11th Floor, Building No.20,
Sundew Properties Ltd SEZ, Mindspace,
Madhapur, Hyderabad, INDIA - 500 081
t + 91 40 4437 9999
f + 91 40 4004 8405 / 06
www.PAREXEL.com
CIN : U74999TG2006PTC051626

PAREXEL
YOUR JOURNEY. OUR MISSION.™

3.0 PROBATION

3.1 You will be on probation for a period of 6 months from the date of your joining the organization, which may be extended at the sole discretion of the Management. The company's standard training period is two months out of the six months' probation mentioned here and may vary based on the job requirement and candidate's skills

3.2 You will be intimated about your confirmation in writing and shall be deemed to be on probation till such time an order is not issued.

SALARY BREAK UP:

Group 1 Tier 5		
Management Trainee - Analysis		
Salary Break up		
	Annual Gross	**Monthly Gross**
	Rs.	Rs.
Basic Pay (50% of CTC)	450000	37500
House Rent Allowance (40% of Basic)	180000	15000
PF Employer's Contribution	54000	4500
Special Allowance	216000	18000
CTC	**900000**	**75000**

Note:

1. **After joining PAREXEL, employees could choose the Flexi basket components from the amount specified in Special allowance, any balance amount after allocation will be categorized as special allowance.**
2. **Flexi basket is a combination of tax saving components that are part of your CTC.**

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Annexure 1

Flexi Basket

Component	Amount Up to (Rs.) Per Annum
LTA	75% of 1 month basic
Master Health Check-up	30,000
Mobile Handset Allowance	• Tier 1: Up to INR 60,000 • Tier 2: Up to INR 40,000 • Tier 3-5: Up to INR 20,000
Sodexo (Applicable for Tier 1 & 2 only)	• INR 24,000:- Employees who doesn't choose onsite free meals and declare so • INR 12,000:- For employees who choose onsite free meals
Vehicle Allowance (Applicable for Tier 1 & 2 only)	• Tier 1 (Snr Director & above): 300,000 INR • Tier 1 (Director): 264,000 INR • Tier 1 (Associate Director): 184,000 INR • Tier 2: 39,600*

Benefits			
Pension	Gratuity	21635	**Per Annum**
Insurance	Medical Insurance (Mediclaim)	20100	**2 Lakhs GMC (Self + 5 Dependents) 3 times CTC as GTL and 3 times CTC GPA for Self.**
	Term Life Insurance (GTL)		**3 Times CTC**
	Personal Accident (GPA)		**3 Times CTC**
Other	Transportation (Pick up & Drop Facility as per policy, transportation within 35 kms radius from office)	**75000**	**Not a Reimbursement**
	Lunch	15000	**Not a Reimbursement**
	Place of work	Hyderabad	

Note:

1. **Gratuity is governed by the Gratuity act, it is accrued and only paid if employee completes 5 years of service with PAREXEL.**
2. **Monetary value equated against Benefits is indicative of the cost incurred by the company but not a guaranteed cash component.**

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PAREXEL International (India) Private Limited
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4.1 Notes:

4.1.1 Please refer the Medical benefits Manual for detailed Mediclaim, Personal accident and Term life policies

4.1.2 For all the tax saving components in Flexi basket, you will be expected to produce bills and vouchers on an Yearly basis

4.1.3 Please note, tax saving components is based on Income Tax (IT) guidelines. Components could be amended based on IT guidelines from time to time.

4.1.4 Your salary is strictly confidential and you are expected to maintain the confidentiality. Any breach of this confidence will be viewed with utmost seriousness.

4.2 **Taxation**: Notwithstanding any other provision in this Agreement, the Company shall be entitled to withhold any taxes or sums as required under any applicable laws, including without limitation, any taxes or assessments on professional fees, and shall accordingly be entitled to deduct such amount from the salary. You will be responsible for the payment of all taxes including your own personal tax, and service tax to the extent applicable and that it shall be your responsibility to file all tax returns and reports with respect to any of the foregoing.

5.0 LEAVE

5.1 You will be entitled to leave as per the leave policy of the company. Details of accumulation and encashment etc. would be governed by company policy.

6.0 WORK TIMINGS

6.1 You will have to abide by the timings and the hours of work applicable to the company.

6.2 The Company works 8 hours a day and 5 days a week. However, there may be certain work exigencies that may require for you to stay beyond stipulated work hours.

PAREXEL International (India) Private Limited
11th Floor, Building No.20,
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www.PAREXEL.com
CIN : U74999TG2006PTC051626

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7.0 GENERAL

7.1 You are required to adhere to the disciplinary requirements of the Company.

7.2 It is an express condition that the Company's personnel are whole-time employees and accordingly, you shall devote your time to the Company's business.

7.3 You shall not, without express permission, undertake any other business, work, or public office, on payment or otherwise. In the event of breach of this condition on your part, you will be liable for termination of your services with immediate effect.

7.4 You shall not give out to anyone in any manner whatsoever, particulars, or any other details of any of the matters pertaining to the Company or its working, or any other confidential information. In the event of breach of this condition on your part, you will be liable for termination of your services with immediate effect.

7.5 While you are in the employment of the Company, you would be governed by the Employee Confidentiality, Invention & Non-Solicitation Agreement, which is annexed to this appointment letter.

7.6 If any of the particulars furnished by you in your application or interview is found to be false or incorrect, your services are liable to be terminated without any notice or compensation.

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8.0 CODE OF CONDUCT

8.1 You are not authorized to represent the Company at any public forums, press meetings/conferences or publish articles in magazines/newspapers unless otherwise authorized by the representative of **PAREXEL International (India) Private Limited**, which the Management decides from time to time. Any views expressed in your personal capacity will be treated as your own and not that of the Company. The Company will not be responsible or liable for any claims that may arise out of such views.

8.2 You will be bound by the rules and regulations as declared by the Management hereafter, from time to time, in relation to conduct, discipline, medical fitness, leave, holidays and all matters relating to terms and conditions of service, network security and usage.

8.3 You will abide by all statutory and regulatory laws at all times and violation of any of these will attract immediate termination of employment.

8.4 Please refer to the Employee Handbook, which gives you an exhaustive coverage on compliance requirements.

9.0 PROVIDENT FUND

9.1 With effect from your date of joining you will be covered under the Employees Provident Fund Scheme as per the State Employees Provident Fund Act.

9.2 In case you are already a member, the same account would be transferred to the Company and be continued by the Company.

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10.0 RESIGNATION / TERMINATION FROM SERVICE

10.1 Your services can be terminated on either side by 2 months' notice or payment in lieu thereof at the sole discretion of the Management.

10.2 In case of any breach of trust, gross negligence of duty or for any other reasonable cause your services could be terminated without notice in which case no notice will be payable.

11.0 RETIREMENT

11.1 You will retire from the services of the Company on your attaining the age of 58 years.

11.2 For determination of age, the details in the documents furnished by you and verified by the Company at the time of joining, will be deemed to be final and binding.

12.0 REFERENCE CHECK

Your appointment/confirmation will be subject to your being found suitable after appropriate reference checks and antecedent verification.

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We welcome you to our organization, and look forward to having a mutually beneficial association.

Please sign the duplicate copy of this letter in token of your acceptance of the terms and conditions of service stated herein.

At the time of joining please bring along with you the following for our records:

1. One set of photocopies of your educational certificates
2. 5 passport size photographs.
3. Proof of date of birth in original along with 1 set of photocopies.
4. Experience certificate
5. Relieving Order
6. Form 16
7. Passport copy

Yours truly,
For **PAREXEL International (India) Private Limited,**

U.R. Kalyan Chakravarthy
Senior Director Human Resources, APAC

To indicate your understanding and acceptance of this letter, please sign below and return a copy of this letter to the HR Department.

Rohit Kayan _____ *Date:* 03/05/2018

Probable date of Joining: 04/06/2018

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PXL-HYD-PI-FY18-804

May 2, 2018

Abhishek Pandey
Hyderabad.

Dear Abhishek,

We are pleased to offer you the position of **Management Trainee - Analysis, PAREXEL International (India) Private Limited, Hyderabad** under the following terms and conditions.

1. DESIGNATION, GRADE AND PLACEMENT

1.1 You are designated as **Management Trainee - Analysis**, in **"Group 1 Tier 5(G1T5)"**. Your designation is merely indicative of the responsibilities, which you are required to carry out.

1.2 However, it is expressly understood that your services are transferable to any of our offices/ group companies in India or abroad, at the sole discretion of the management of the Company. You can also be deputed/ seconded to any of our offices / group companies. Your office location will be the new office that the company has already identified.

1.3 Upon joining you shall be signing the 'Employee Confidentiality, Invention & Non-Solicitation Agreement' with us in this regard and you shall comply with the provisions of these documents during and after the course of your employment, as the case may be.

2. DATE OF JOINING

2.1 Your date of joining would be _____. This offer is valid only up to that date. You are requested to confirm your acceptance on or before **7th May 2018.**

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3.0 PROBATION

3.1 You will be on probation for a period of 6 months from the date of your joining the organization, which may be extended at the sole discretion of the Management. The company's standard training period is two months out of the six months' probation mentioned here and may vary based on the job requirement and candidate's skills

3.2 You will be intimated about your confirmation in writing and shall be deemed to be on probation till such time an order is not issued.

SALARY BREAK UP:

Group 1 Tier 5		
Management Trainee - Analysis		
Salary Break up		
	Annual Gross	**Monthly Gross**
	Rs.	Rs.
Basic Pay (50% of CTC)	450000	37500
House Rent Allowance (40% of Basic)	180000	15000
PF Employer's Contribution	54000	4500
Special Allowance	216000	18000
CTC	**900000**	**75000**

Note:

1. **After joining PAREXEL, employees could choose the Flexi basket components from the amount specified in Special allowance, any balance amount after allocation will be categorized as special allowance.**
2. **Flexi basket is a combination of tax saving components that are part of your CTC.**

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Annexure 1

Flexi Basket

Component	Amount Up to (Rs.) Per Annum
LTA	75% of 1 month basic
Master Health Check-up	30,000
Mobile Handset Allowance	• Tier 1: Up to INR 60,000 • Tier 2: Up to INR 40,000 • Tier 3-5: Up to INR 20,000
Sodexo (Applicable for Tier 1 & 2 only)	• INR 24,000:- Employees who doesn't choose onsite free meals and declare so • INR 12,000:- For employees who choose onsite free meals
Vehicle Allowance (Applicable for Tier 1 & 2 only)	• Tier 1 (Snr Director & above): 300,000 INR • Tier 1 (Director): 264,000 INR • Tier 1 (Associate Director): 184,000 INR • Tier 2: 39,600*

Benefits			
Pension	Gratuity	21635	**Per Annum**
Insurance	Medical Insurance (Mediclaim)	20100	**2 Lakhs GMC (Self + 5 Dependents) 3 times CTC as GTL and 3 times CTC GPA for Self.**
	Term Life Insurance (GTL)		**3 Times CTC**
	Personal Accident (GPA)		**3 Times CTC**
Other	Transportation (Pick up & Drop Facility as per policy, transportation within 35 kms radius from office)	**75000**	**Not a Reimbursement**
	Lunch	15000	**Not a Reimbursement**
	Place of work	Hyderabad	

Note:

1. **Gratuity is governed by the Gratuity act, it is accrued and only paid if employee completes 5 years of service with PAREXEL.**
2. **Monetary value equated against Benefits is indicative of the cost incurred by the company but not a guaranteed cash component.**

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4.1 Notes:

4.1.1 Please refer the Medical benefits Manual for detailed Mediclaim, Personal accident and Term life policies

4.1.2 For all the tax saving components in Flexi basket, you will be expected to produce bills and vouchers on an Yearly basis

4.1.3 Please note, tax saving components is based on Income Tax (IT) guidelines. Components could be amended based on IT guidelines from time to time.

4.1.4 Your salary is strictly confidential and you are expected to maintain the confidentiality. Any breach of this confidence will be viewed with utmost seriousness.

4.2 **Taxation**: Notwithstanding any other provision in this Agreement, the Company shall be entitled to withhold any taxes or sums as required under any applicable laws, including without limitation, any taxes or assessments on professional fees, and shall accordingly be entitled to deduct such amount from the salary. You will be responsible for the payment of all taxes including your own personal tax, and service tax to the extent applicable and that it shall be your responsibility to file all tax returns and reports with respect to any of the foregoing.

5.0 LEAVE

5.1 You will be entitled to leave as per the leave policy of the company. Details of accumulation and encashment etc. would be governed by company policy.

6.0 WORK TIMINGS

6.1 You will have to abide by the timings and the hours of work applicable to the company.

6.2 The Company works 8 hours a day and 5 days a week. However, there may be certain work exigencies that may require for you to stay beyond stipulated work hours.

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7.1 You are required to adhere to the disciplinary requirements of the Company.

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7.3 You shall not, without express permission, undertake any other business, work, or public office, on payment or otherwise. In the event of breach of this condition on your part, you will be liable for termination of your services with immediate effect.

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7.5 While you are in the employment of the Company, you would be governed by the Employee Confidentiality, Invention & Non-Solicitation Agreement, which is annexed to this appointment letter.

7.6 If any of the particulars furnished by you in your application or interview is found to be false or incorrect, your services are liable to be terminated without any notice or compensation.

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8.0 CODE OF CONDUCT

8.1 You are not authorized to represent the Company at any public forums, press meetings/conferences or publish articles in magazines/newspapers unless otherwise authorized by the representative of **PAREXEL International (India) Private Limited,** which the Management decides from time to time. Any views expressed in your personal capacity will be treated as your own and not that of the Company. The Company will not be responsible or liable for any claims that may arise out of such views.

8.2 You will be bound by the rules and regulations as declared by the Management hereafter, from time to time, in relation to conduct, discipline, medical fitness, leave, holidays and all matters relating to terms and conditions of service, network security and usage.

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8.4 Please refer to the Employee Handbook, which gives you an exhaustive coverage on compliance requirements.

9.0 PROVIDENT FUND

9.1 With effect from your date of joining you will be covered under the Employees Provident Fund Scheme as per the State Employees Provident Fund Act.

9.2 In case you are already a member, the same account would be transferred to the Company and be continued by the Company.

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10.0 RESIGNATION / TERMINATION FROM SERVICE

10.1 Your services can be terminated on either side by 2 months' notice or payment in lieu thereof at the sole discretion of the Management.

10.2 In case of any breach of trust, gross negligence of duty or for any other reasonable cause your services could be terminated without notice in which case no notice will be payable.

11.0 RETIREMENT

11.1 You will retire from the services of the Company on your attaining the age of 58 years.

11.2 For determination of age, the details in the documents furnished by you and verified by the Company at the time of joining, will be deemed to be final and binding.

12.0 REFERENCE CHECK

Your appointment/confirmation will be subject to your being found suitable after appropriate reference checks and antecedent verification.

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We welcome you to our organization, and look forward to having a mutually beneficial association.

Please sign the duplicate copy of this letter in token of your acceptance of the terms and conditions of service stated herein.

At the time of joining please bring along with you the following for our records:

1. One set of photocopies of your educational certificates
2. 5 passport size photographs.
3. Proof of date of birth in original along with 1 set of photocopies.
4. Experience certificate
5. Relieving Order
6. Form 16
7. Passport copy

Yours truly,
For **PAREXEL International (India) Private Limited,**

U.R. Kalyan Chakravarthy
Senior Director Human Resources, APAC

To indicate your understanding and acceptance of this letter, please sign below and return a copy of this letter to the HR Department.

_____ *Date:* 3rd May 2018

Probable date of Joining: 4th June 2018

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY18-19/69

2nd May, 2018

Kishore Lyatha
12- 5- 27/A Flat No 401 Green mansion,
Vijaypuri Colony,
Tarnaka, Secunderabad - 500017

Offer of Employment in PNB Housing Finance Limited

Dear Kishore,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 28th May 2018, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2018

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Mr. Gagandeep Singh (Manager – Human Resources) at 8588829257.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Kishore Lyatha	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	90000	*7500*
Leave Travel Allowance	15000	*1250*
FBP (Flexible Benefit Plan) - Optional		
i Telephone Reimbursement	18000	*1500*
ii Conveyance Reimbursement	30840	*2570*
iii Sodexo Meal Coupons	15600	*1300*
iv National Pension Scheme Employer Contribution	0	*0*
Special Allowance	78960	*6580*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	16865	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**520505**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Components under flexible benefit plan are optional to employees and the same can be made part of flexible benefit or special allowance as per employee declaration.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY18-19/113

4th May, 2018

Hemashree Moitra
12/10 Satchasi Para Road Cossipore,
Kolkata-700002

Offer of Employment in PNB Housing Finance Limited

Dear Hemashree,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 28th May 2018, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2018

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Mr. Gagandeep Singh (Manager – Human Resources) at 8588829257.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Hemashree Moitra	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	90000	*7500*
Leave Travel Allowance	15000	*1250*
FBP (Flexible Benefit Plan) - Optional		
i Telephone Reimbursement	18000	*1500*
ii Conveyance Reimbursement	30840	*2570*
iii Sodexo Meal Coupons	15600	*1300*
iv National Pension Scheme Employer Contribution	0	*0*
Special Allowance	78960	*6580*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	16865	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**520505**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Components under flexible benefit plan are optional to employees and the same can be made part of flexible benefit or special allowance as per employee declaration.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY18-19/90

2nd May, 2018

HARSHIT MAHESHWARI
c-105 universal cable limited
staff colony satna,Raghurajnagar

Offer of Employment in PNB Housing Finance Limited

Dear Harshit,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 28th May 2018, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2018

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Mr. Gagandeep Singh (Manager – Human Resources) at 8588829257.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	HARSHIT MAHESHWARI	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	90000	*7500*
Leave Travel Allowance	15000	*1250*
FBP (Flexible Benefit Plan) - Optional		
i Telephone Reimbursement	18000	*1500*
ii Conveyance Reimbursement	30840	*2570*
iii Sodexo Meal Coupons	15600	*1300*
iv National Pension Scheme Employer Contribution	0	*0*
Special Allowance	78960	*6580*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	16865	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**520505**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Components under flexible benefit plan are optional to employees and the same can be made part of flexible benefit or special allowance as per employee declaration.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY18-19/74

2nd May, 2018

Hari Teja
Q.NO:DE-2,400 KV substation,
near sardar nagar gate,mavidipalli,Mamidipalle,
K.V Rangareddy,
Andhra Pradesh-500005

Offer of Employment in PNB Housing Finance Limited

Dear Hari,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 28th May 2018, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

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iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2018

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Mr. Gagandeep Singh (Manager – Human Resources) at 8588829257.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Hari Teja	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	90000	*7500*
Leave Travel Allowance	15000	*1250*
FBP (Flexible Benefit Plan) - Optional		
i Telephone Reimbursement	18000	*1500*
ii Conveyance Reimbursement	30840	*2570*
iii Sodexo Meal Coupons	15600	*1300*
iv National Pension Scheme Employer Contribution	0	*0*
Special Allowance	78960	*6580*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	16865	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**520505**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Components under flexible benefit plan are optional to employees and the same can be made part of flexible benefit or special allowance as per employee declaration.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY18-19/73

2nd May, 2018

Balijapalli Madhusudhan Reddy
FLATNO:302,BRUNDHAVANAM NAGAR,
ANJAYA ROAD,ONGOLE,ANDHARA PRADESH

Offer of Employment in PNB Housing Finance Limited

Dear Balijapalli,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 28th May 2018, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2018

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Mr. Gagandeep Singh (Manager – Human Resources) at 8588829257.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Balijapalli Madhusudhan Reddy	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	90000	*7500*
Leave Travel Allowance	15000	*1250*
FBP (Flexible Benefit Plan) - Optional		
i Telephone Reimbursement	18000	*1500*
ii Conveyance Reimbursement	30840	*2570*
iii Sodexo Meal Coupons	15600	*1300*
iv National Pension Scheme Employer Contribution	0	*0*
Special Allowance	78960	*6580*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	16865	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**520505**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Components under flexible benefit plan are optional to employees and the same can be made part of flexible benefit or special allowance as per employee declaration.

pnb Housing Finance Limited
Ghar Ki Baat

PNB HFL/FY18-19/176

24th May, 2018

Arushi Garg
202, Status Enclave D-241,
Devi Marg, Banipark
Jaipur, Rajasthan - 302016

Offer of Employment in PNB Housing Finance Limited

Dear Arushi,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 28th May 2018, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2018

Please note that if you decide to voluntarily leave the organization before completing a tenure of one years from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In addition, please note that if you decide to voluntarily leave the organization before a completion of a tenure of two years from the date of joining, an amount of Rupees one Lakh would be recovered from you at the time of full and final settlement.

In case you require any further clarifications, please feel free to contact Mr. Gagandeep Singh (Manager – Human Resources) at 8588829257.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Arushi Garg	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	90000	*7500*
Leave Travel Allowance	15000	*1250*
FBP (Flexible Benefit Plan) - Optional		
i Telephone Reimbursement	18000	*1500*
ii Conveyance Reimbursement	30840	*2570*
iii Sodexo Meal Coupons	15600	*1300*
iv National Pension Scheme Employer Contribution	0	*0*
Special Allowance	78960	*6580*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	16865	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**520505**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Components under flexible benefit plan are optional to employees and the same can be made part of flexible benefit or special allowance as per employee declaration.

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Supriya Kumari,
J-14, PC Colony, Kankarbagh,
Patna- Bihar 800020

Dear **Ms. Supriya,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – AHL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Delhi,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Mr. Seshank Kothari,
H No 12-1-334/12/1 Lalapet
Secunderabad, Hyderabad
Andhra Pradesh 500017

Dear **Mr. Seshank,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – HL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Chennai,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

RELIANCE HOME FINANCE

08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

RELIANCE HOME FINANCE

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof**. The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

RELIANCE HOME FINANCE

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

RELIANCE HOME FINANCE

viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME:

SIGNATURE: DATE:

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Mr. Ronal Kakoti,
S/O Ranendra Kakoti,
Phunkan Nagar,
Sivasagar Assam-785640

Dear **Mr. Ronal,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – LAP** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Guwahati,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

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You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

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RELIANCE HOME FINANCE

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

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RELIANCE HOME FINANCE

viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME: RONAL KAKOTI

SIGNATURE: Ronal Kakoti DATE: 9/3/2018

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

Ref No. 185805

Private &Confidential

Date: 15 January 2018

Ms. Rima Chakraborty,
Amrit Dham
Near Sr. Francis School
Castair Town B
Deoghar, Jarkhand - 814112

Dear Rima Chakraborty,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-RIS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185805

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185805

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185805

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **14 January 1994** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185805

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185805

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

KARVY Computershare

Ref No. 185805

Annexure – I

Compensation Structure

Name:	Rima Chakraborty	Designation:	Assistant Manager-RIS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 190305

Private &Confidential

Date: 1 March 2018

Ms. Kavya Bhatnagar,
Block K
Flat 7d
Saket
New Delhi - 110017

Dear Kavya Bhatnagar,

Subject : Offer Cum Appointment Letter

Further to your application and the subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting & location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Management Trainee-HR** in Grade **S7 (Assistant Manager).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 190305

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 190305

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 190305

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded with us, will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 190305

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 190305

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**
Sd/-

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed : Compensation Structure - Annexure I

Acknowledgement and Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 190305

Annexure – I

Compensation Structure

Name:	Kavya Bhatnagar	Designation:	Management Trainee-HR
Grade:	S7 (Assistant Manager)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	13,130	157,560
HRA	7,880	94,560
Provident Fund (Employer Contribution)	1,575	18,900
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	660	7,920
Exgratia	1,000	12,000
Other Allowance	8,005	96,060
Fixed CTC		4,50,000

(Rupees Four Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 185803

Private &Confidential

Date: 15 January 2018

Ms. Manasi Miland Lotikar,
No. 3/6, Dalwaichawl
S.v Road
Near Ajit Glass Factory
Jogeswari (west), Mumbai - 400102

Dear Manasi Miland Lotikar,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-RIS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185803

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

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Ref No. 185803

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13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

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If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

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(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **14 December 1994** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185803

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185803

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 185803

Annexure – I

Compensation Structure

Name:	Manasi Miland Lotikar	Designation:	Assistant Manager-RIS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 185800

Private &Confidential

Date: 15 January 2018

Ms. Neha Sehgal,
No: 51-a, Second Floor
Indra Prastha Colony
Near S.i.f Mall, Sector 30-33
Amarnagar, Faridabad - 121003

Dear Neha Sehgal,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-MFS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185800

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185800

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185800

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **22 September 1993** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185800

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185800

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 185800

Annexure – I

Compensation Structure

Name:	Neha Sehgal	Designation:	Assistant Manager-MFS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 185806

Private &Confidential

Date: 15 January 2018

Ms. Prerna Oberoi,
305, Devika Appartment
Sector-4, Vaishali
Ghaziabad
Uttar Pradesh - 201010

Dear Prerna Oberoi,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-RIS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185806

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185806

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185806

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **5 October 1991** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185806

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185806

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

KARVY Computershare

Ref No. 185806

Annexure – I

Compensation Structure

Name:	Prerna Oberoi	Designation:	Assistant Manager-RIS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Rasika Kanhe,
Dutta Lakshmi Nivas,
Flat no.101, Walker road,
Maharashtra- 440032

Dear **Ms. Rasika,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – AHL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Kharghar,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the

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annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

Reliance Home Finance Limited
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Customer Service: T +91 22 3967 1600 / 1800-300-90909 (toll free) / E-mail: customercare@reliancehomefinance.com
Branch Office: The Ruby, 11th Floor, North West Wing, Plot No. 29, JK Sawant marg, Dadar, Mumbai -28.
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07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

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viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME:

SIGNATURE: DATE:

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

Ref No. 185799

Private &Confidential

Date: 15 January 2018

Ms. Sangeetha S,
No. 20/8,kanakashara
Temple Ave
Srinigar Colony
Saidapet, Chennai - 500015

Dear Sangeetha S,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-MFS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185799

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185799

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185799

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **6 July 1993** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185799

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185799

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 185799

Annexure – I

Compensation Structure

Name:	Sangeetha S	Designation:	Assistant Manager-MFS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 185798

Private &Confidential

Date: 15 January 2018

Ms. Smriti Patodia,
No. 17/1
Nityadhan Mukherjee Road

Howrah - 0

Dear Smriti Patodia,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-MFS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185798

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185798

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

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13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185798

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **8 March 1994** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185798

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185798

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 185798

Annexure – I

Compensation Structure

Name:	Smriti Patodia	Designation:	Assistant Manager-MFS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 185804

Private &Confidential

Date: 15 January 2018

Ms. Anaida Jose,
Flat 503, 16/c
Kiran Chs
Kalpak Estate, Antophill
Mumbai - 400037

Dear Anaida Jose,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Manager-RIS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185804

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185804

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185804

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **5 October 1995** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185804

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185804

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 185804

Annexure – I

Compensation Structure

Name:	Anaida Jose	Designation:	Assistant Manager-RIS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Ref No. 185802

Private &Confidential

Date: 15 January 2018

Ms. Apoorva Datta,
227/1m/1, Jagmal Ka Hata
Chakniratul
Gtb Nagar
Allahabad - 211016

Dear Apoorva Datta,

Subject : Offer Cum Appointment Letter

Consequent to your application, interview and subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting &location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Assistant Mangar-MFS** in Grade **S7 (Management Trainee).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 185802

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

5. Working hours

You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

Your current duties and responsibilities are as specified in Annexure II attached to this letter. You shall apply yourself diligently and faithfully to all duties &responsibilities that may be assigned to you from time to time and will conform to such directions that shall be given to you by your superiors.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the Company that every employee of the Company takes upon himself/herself a certain degree of responsibility and is accountable for the work undertaken by him/her.

8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

10. Non-solicitation & non-compete

You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 185802

The work produced shall be the exclusive property of the Company and the Company shall be free to deal with the same in such a manner as it deems fit. This clause and its provision is also applicable to any activity relating to Trade Marks, patentable work or any other activity leading to Intellectual property rights.
In the event of any breach in this regard, the Company shall initiate appropriate legal proceedings against you.

12. Usage of computers

The Company has extensively introduced computerization to improve efficiency and productivity. You herewith agree and undertake to extensively abide by the Information Technology policies and rules framed by the Company from time to time. Any misuse or violation of any of the I.T policy/rule shall make you liable for the disciplinary action by the Company including but not limited to termination of your service. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against, as it deems fit.

13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 185802

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **11 December 1995** and further this date of birth will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 185802

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 185802

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**

Pradipta Sahoo
Chief Human Resource Officer
Human Resources

Enclosed: (i) Compensation Structure (Annexure I)

Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

KARVY Computershare

Ref No. 185802

Annexure – I

Compensation Structure

Name:	Apoorva Datta	Designation:	Assistant Mangar-MFS
Grade:	S7 (Management Trainee)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	16,040	192,480
HRA	9,630	115,560
Provident Fund (Employer Contribution)	1,925	23,100
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	800	9,600
Exgratia	1,000	12,000
Other Allowance	11,188	134,256
Fixed CTC		5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Campus Placement - Selection of 2 Candidates for Research Position

vamsi.arigela@karvy.com <vamsi.arigela@karvy.com> Tue, Apr 10, 2018 at 3:36 PM
To: msprasad@ibsindia.org
Cc: bhaskar.sadu@karvy.com

Dear Sir,

As based on previous conversation with you , just I want to update you that two students **Naman Sharma & Konpal Pali** has been shortlisted by business from Campus Placement for the position of **Fundamental Research Analyst** in Karvy. And we are going to release their offer with 3.5 LPA which is fixed and 50000 deferred bonus on completion of 1 year of service here at karvy, this is on the basis of confirmation from business head.

Regards,

Vamsi.

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication.

Ref No. 190439

Private &Confidential

Date: 1 March 2018

Ms. Turaga Sai Shruthi,
2-1-471/def/104
No.6
Nallakunta
Hyderabad - 500044

Dear Turaga Sai Shruthi,

Subject : Offer Cum Appointment Letter

Further to your application and the subsequent discussion with us, we are pleased to offer you a career in **Karvy Computershare (P) Limited**, as per the terms and conditions mentioned herein:

1. Date of joining, posting & location

You will join us on **12 March 2018** in our **Kcpl** Division at **Hyderabad.** Your categorization, at present will be **Management Trainee-HR** in Grade **S7 (Assistant Manager).** The Management reserves the right to transfer you on any assignment in any unit / department / associate concern of the Company anywhere in India or Abroad, as it may consider necessary, in its absolute discretion, from time to time, subject to the provision that your remuneration and other facilities will not be adversely affected.

2. Compensation

You shall be entitled to an all inclusive annual gross compensation of **Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand only).** A detailed break-up of your compensation structure is given in the Annexure (I) to this letter. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

Further you are required to strictly maintain the secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration or terms of employment to any other employee of the Company or other public at large. If found revealing any of the above information, strict disciplinary action shall be taken against you including but not limited to termination of your employment without any notice.

3. Probation Period

You will be on probation for a period of **12** months from the date of your joining. The probation may be extended for a further period or periods as determined by the Management and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

On satisfactory completion of the probation period and on being found suitable in the post to which you have been appointed by this letter, you will be determined and fixed in appropriate manner. The management may place you in any scale of pay consisting various elements or allowances or consolidated salary from time to time at their discretion fixing you at the appropriate stage as they consider it proper.

4. Notice period

During Probation Period

Your services are liable to be terminated by the company without assigning any reason by giving **60 (Sixty)** days notice period or payment of gross monthly salary in lieu thereof on either side. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days,but the Company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of 60 days,without any pay in lieu of notice period.

Ref No. 190439

After Confirmation

Your services can be terminated by the company by giving **60 (Sixty)** days notice or payment of gross monthly salary in lieu thereof. However, in the event of your resignation, you shall have to serve a notice for **60 (Sixty)** days and, however, the company in its sole discretion shall have an option to accept the same and relieve you prior to completion of stipulated notice period of days, without any pay in lieu of notice period.

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You shall follow the working hours of the Company at the place of posting and as informed to you from time to time. The working hours would total 48 hours a week, which would exclude a maximum 30 minutes lunch break and two short tea breaks of maximum 15 minutes per day each. Due to the nature of work in this industry, you shall be expected to adjust to extended working hours in case of any pressing commitment. For such extended hours of work you shall not be eligible to claim any overtime (except as provided under law applicable to our establishment). If your job involves shift duties or late night work, you are required to familiarize yourself fully with your own personal effort with the public transport arrangements &safety requirements of any nature and further you are advised to make adequate arrangements for your transport &travel and for your own personal safety.

However, if you are assigned to a job/temporary duty in an unsafe territory/disturbed area, you are free to point out your requirements of safety.

6. Service rules and regulations

During your employment with the Company, you shall be governed by the Service rules, regulations, employee benefits, policies &procedures of the company detailed in the HR portal. This HR Manual is available to you from the HR Department and is also available online on the HR Intranet. You undertake to familiarize yourself with the HR manual and all amendments incorporated in the same from time to time by logging on to the company's Intranet through your unique identification code provided to you on your joining the company. The terms and conditions laid down in the HR manual and as amended/updated from time to time and published on the HR Intranet, shall be binding upon you, and shall form part of the terms &conditions of your employment with the company.

7. Duties and responsibilities

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8. Code of conduct

In addition to your adherence to the Code of Conduct detailed in the HR intranet of the Company, you also abide and understand that you are being hired in a position of trust and confidence and realize your accountability towards protection of Company's interest and matters relating to its business and shall:

(i) Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company.

(ii) Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation &documents and in over all conduct.

(iii) You will help in maintaining &enhancing the congenial, disciplined, participative and supportive work environment created by the company that fosters team spirit and high performance standards.

(iv) During the course of employment or thereafter you shall not indulge in writing any unsolicited mails or spamming to the Company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

(v) You shall not indulge in any act, intentionally, deliberately or unintentionally or in good faith that may cause harm to the reputation and goodwill of the Company or its officials or management.

(vi) You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written during the course of employment or thereafter.

(vii) You agree, undertake and acknowledge not to violate any terms of this appointment letter and in case of any violation in this regard, the Company reserves its right to take appropriate legal action against you, as it deems fit.

9. Non disclosure, secrecy and confidentiality

You acknowledge and understand that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to Strategies, Methods, Books, Records, Documents, Technical Information concerning its products &Services, Equipment, Processes, Customer Lists, Procurement Procedures, Pricing techniques, Credit &Financial data concerning Company, Customers and Business Affiliates) all comprise confidential business information and trade secrets, etc. vital to the business of the Company.

You hereby agree that you will not at any time during or after your employment period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the Purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

Any disclosure which has not been expressly authorized by the Company shall be called 'Unauthorized Disclosure'. The unauthorized disclosure of confidential information shall constitute a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including but not limited to termination of service. Unauthorized disclosure and use of confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings against you.

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You agree and undertake that during the term of your appointment with the Company and for a term/period of two (2) years after the termination/cessation of your appointment with the Company for any reason whether with or without cause, you will not, directly or indirectly join yourself, solicit, induce, recruit, or encourage any Company employees, who were during the term of your appointment, employees of the Company, to leave their employment, or take away such employees, either for yourself in a similar or competing business or for any other person or entity which is having similar or competitive business, without the Company's express written consent. You further agree and undertake that you will not engage in soliciting business or allied business that is similar or competitive with the business of the Company, with those clients with whom you had any contact, during your appointment and for a period of two (2) years after your appointment/employment with the Company ceases. Further you herewith agree and undertake to execute a separate Agreement/MOU/Bond/Undertaking in this regard, as and when called for by the Company.

11. Copyright

The copyright in all the work produced, i.e. literary, artistic, photographic or other work, documents/materials and intellectual property developed and gathered by you during the course of employment shall be and remain the exclusive property of the Company. You shall return the same to the Company on termination/cessation or at such earlier time as required by the Company.

Ref No. 190439

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13. Undertakings:

(i) You agree that the assurances, undertaking, etc., in regard to your education/qualification certificates, work experience certificates, previous employer's certificates and all other certificates, information, declarations and undertakings are true and correct. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institutions, authorities including previous employer(s). You further declare that no legal cases of above nature have been instituted against you in past or currently in progress even in your personal capacity. If any of the information or undertaking / declaration in relation to above is found to be incorrect or false, the Company reserves the right to take appropriate disciplinary action which may include termination of services.

(ii) You confirm that you have adequately declared in writing any kind of health problem, which you may have had in past or present, prior to accepting the offer of employment with the Company. You confirm that any such history has been adequately disclosed by you to the company in writing prior to you having accepted the offer of employment in the Company.

(iii) You agree that in the event the management transfers, deputes you on any assignment at any client's place / office or in any unit/department/associate concern of the Company, or for any external training, outside India, you shall have to serve the Company for a minimum period of 1(One) year post your return to India on completion of such assignment / training &not even tender resignation during such period of One year. You further agree that in the event of your decision to leave the Company before the completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the Company towards the training along with an additional amount of Rs 1 (one) Lakh towards other incidental expenses and you will agree to indemnify the Company in this regard, for the above expenditure and/or the losses that may be incurred by the Company. Further, in this regard, you agree and undertake to execute any other document/s as may be required by the Company on such terms as determined by the Company.

14. Professional ethics

The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers/clients. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or any affairs/information of the Company or of theft or of misappropriation, regardless of the value involved, the Company shall initiate appropriate action as per its disciplinary action policy, notwithstanding with other terms of the policy, it also includes termination of your services with immediate effect. Besides the disciplinary action, the Company may also initiate appropriate legal proceedings against you, in this regard.

Ref No. 190439

15. Safe custody of company property and recovery of dues

You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge. The Company reserves the right to recover from you any unauthorized expenditure incurred, reposes of any Company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and make a charge on your dues for any payments due to the Company from you.

16. Indemnity

You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence, gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

17. Exclusivity

During the term of your appointment/employment with the Company, you will work exclusively for the Company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, rather part time or full time, directly or indirectly, related to the business in which the Company is now involved or becomes involved during the term of your appointment with the Company, nor will you engage in any other activities that conflicts with your obligations of the Company.

18. Severability

If any term of this appointment letter be declared as invalid or unenforceable by any Court of law having competent jurisdiction, the remainder of this letter, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid term of this letter shall be enforced to the fullest extent permitted by law.

19. Resolution of dispute

(i) All disputes or differences arising in connection with this letter shall be settled through Arbitration, by one or more Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any modifications thereto and the findings of the Arbitrators shall be final and binding. The Arbitration Proceedings shall take place at Hyderabad. Further, the language and Proceeding of the Arbitration should be in English only.

(ii) The HR Head or such other Official of the Company or any Third Party as may be nominated by the HR Head shall be the Arbitrator.

(iii) Save and except as provided in the preceding clause, the Courts in Hyderabad alone shall have jurisdiction in this matter.

20. Retirement

You will automatically retire from the services of the company at the end of month in which you attain the superannuating age of 58 years. Your date of birth as recorded with us, will be used to calculate your age of superannuation.

21. Handing over process

In case of your disassociation from the Company due to any reason, before relieving from the services of the Company you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor.

Ref No. 190439

In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amounts as might be payable to you as far as may be permissible to hold under the applicable laws. Further, in case of your disassociation from the Company as aforesaid, you shall hand over to the designated personnel charge, all material, information and property belonging to the Company and in your possession at the earliest and not later than the last working day.

22. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

(i) Breach of any terms of this appointment, code of conduct, Policies &procedures of the company detailed in the HR manual, published on the company's Intranet or any rules made by the Company from time to time.

(ii) In the company's opinion; any act of gross misconduct &indiscipline on your account, De-falsification, Dishonesty, Misappropriation, Dereliction of duty in discharging your duties and functions, Unpunctuality, Neglect of duty.

(iii) Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons &prior sanction of leave.

(iv) Consistent non--performance by you as per the verdict of the company.

(v) Of your being convicted of any Criminal offence.

(vi) Of your mental or physical incapacity to discharge your functions.

In the event of intended termination from services on the grounds mentioned above, the company will seek your explanation in writing detailing the breach and will provide you seven days time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the Company reserves the right to terminate your services without notice and explanation, with immediate effect, where the Company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

23. Policies and Procedures:

The Company Policies and Procedures are available for all employees to view on the Company intranet site. These Policies and Procedures are continually monitored and updated and apply to you throughout your employment with the Company. However, the Company's Policies and Procedures do not form part of your employment contract with the Company. It is your responsibility to acquaint yourself with such Policies and Procedures in place from time to time.

Please note that in the event of your resignation or Termination of employment, you would still be covered under the Organisational policies during the notice period and moreover, you must remove your job status as employed with Karvy on any social media network, post your relieving from the services of the Company.

24. General

Employees may please note that their behavior towards any member of the public that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee, who has been found to have misbehaved with any member of the public or any other individual. Further,

(i) The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You will be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

Ref No. 190439

(ii) You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force from time to time.

(iii) In case of any change in your residential address or any relevant changes in your personal data during the pendency of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change.

(iv) All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

(v) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc., and amendments thereof as presently applicable to you and as may be amended from time to time.

(vi) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual/intranet and other policies and procedures of the Company as presently applicable and as may be amended from time to time.

(vii) You shall not do anything or cause to do anything which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

(viii) If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the Company the details thereof.

(ix) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.

We wish you a long and happy association with us.

Thanking you,
for **Karvy Computershare (P) Limited**
Sd/-

Sivapaparao Paruchuri
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed : Compensation Structure - Annexure I

Acknowledgement and Acceptance

I have read and understood the above Terms &Conditions hereby signify my acceptance

Name: Date:

Signature: Date of Joining

Ref No. 190439

Annexure – I

Compensation Structure

Name:	Turaga Sai Shruthi	Designation:	Management Trainee-HR
Grade:	S7 (Assistant Manager)	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	13,130	157,560
HRA	7,880	94,560
Provident Fund (Employer Contribution)	1,575	18,900
Advance Bonus	2,400	28,800
Conveyance	1,600	19,200
Medical	1,250	15,000
Professional Development	660	7,920
Exgratia	1,000	12,000
Shift Allowance	1,000.00	12,000.00
Other Allowance	7,005	84,060
Fixed CTC		4,50,000

(Rupees Four Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

----------×---------

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

RE:Offer Letter of Mr. Falak Mehra

Srinivas (Human Resource) <srinivas.l@theelevate.in> Sat, Mar 10, 2018 at 3:56 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>, Maheshwaram Anand <anand.m@khazanagroup.in>
Cc: "Srinivas (Human Resource)" <hr4@theelevate.in>

Dear Mr. Rajith,

Please find the enclosed offer letter and ask him send sign scan copy for our records and see him onboard on Monday i.e 12th

Best Regards,

Srinivas.L (Human Resource)

7993343361

040-30014001 Ext 205.

Khazana Group - India

http://www.theelevate.in/

BE THE CHANGE YOU WANT TO SEE

From: Rajith Sukhavasi [mailto:rajiths@ibsindia.org]
Sent: Saturday, March 10, 2018 2:57 PM

KHAZANA
GROUP-INDIA

Date 10th March 2018.

Dear Mr. Falak Mehra

Address: #Plot no: - 350, Vasundra,
Ghaziabad,
U. P 201012.

Sub: Letter of Offer

Ref No:

Dear Mr. Falak Mehra,

With reference to your application dated on **05/03/2018** for the position of **Key Accounts Manager** and subsequent personal interaction/ interview we had with you, we are pleased to offer to appoint you as **Key Accounts Manager** at Khazana Group as per the terms and conditions mentioned hereunder:

Basic Employment Details:

Date of Joining (On or before)	12th March 2018
Location	The Elevate
Department / Function	Sales
Designation	Key Accounts Manager
Grade	M1
Nature of Employment (Full Time/Part Time)	Full Time
Remuneration 0	Please refer to Annexure 1
Probation Period	6 Months
CTC Includes Local Travel Allowance (Yes/No)	Yes
Other Employment Terms	Will be shared at the time of issuing Letter of Appointment, which will be issued on your acceptance of the above terms and confirmation of your joining.

Your appointment will take effect from the date of joining, which is not later than **12th March 2018**. You are expected to join on or before the given date. You will be given a detailed appointment order upon your joining subject to your medically found fit.

This offer is valid **11th March 2018**, beyond which this offer stands cancelled, unless either party communicates the said delay beforehand.
Khazana Group's purpose is to spread happiness by improving the way people live. The group revolves around the values of PIPHICE

- People
- Transparency & Integrity
- Perfectionism
- Humbleness
- Innovation
- Customer
- Environment

It is for you to unlock the potential as the group has been growing at a rapid pace in the last couple years.
We take this opportunity in welcoming you to the Khazana Family for a long and fruitful association and invite you to participate in the enriching experience of building the organization towards greater heights of achievement. We wish you good luck

Please return a copy of this letter duly signed by you as a token of confirmation of accepting the terms and conditions of your appointment.

Head – HR
Khazana Group

(Authorized Signatory)

KHAZANA
GROUP-INDIA

SALARY & COMPENSATION BREAK DETAILS
Khazana Group

Dear Mr. Falak Mehra

Address: #2 #
Plot no: - 350, Vasundra,
Ghaziabad,
U. P 201012.

Annexure -1		
Employee Name-		
Mr. Falak Mehra		
Designation-		
Key Accounts Manager		
Grade: M1		
EMP Code		
Component Category	Per month	Per Annum
Basic Pay	21,000	2,52,000
HRA	7,000	84,000
Conveyance Allowance	3,500	42,000
Medical Allowance		
Personal Allowance		
Other Allowance		
Special Allowance	3,500	42,000
Total Gross	35,000	4,20,000
Employee Contribution to PF	0	0
Employee Contribution to ESI	0	0
Profession Tax	200	2400
Net Take Home Per Month	34,800	4,17,600
Employer Contribution to PF	0	0
Employer Contribution to ESI	0	0
Variable Incentive Pay Subject to Sales Target given. (will announced in every quarter) Based on Specified Grid will explain at the time of joining.	15,000	180,000
Cost to Company	50,000	600,000
Note: This offer includes local travel conveyance. Income tax is applicable as per income Tax Law. Out station travel and stay is as per the policies listed in the employee handbook.		

For Khazana Group

Head HR
Anand Maheshwaram
Employee Declaration:
I have thoroughly gone through all the above terms and conditions of my employment and I accept and agree to abide by the same.

_____
(Employee's signature)
Date:

KHAZANA
GROUP-INDIA

ANNEXURE 'B'

Please ensure to bring the following documents in original along with 1 photocopy of each on your date of reporting to duty at Khazana Group.

1. Certificates supporting your academic/professional qualifications

   a. SSC/10th Class - marks sheets
   b. Intermediate/12th Class - marks sheets
   c. Bachelors Degree – Certificates along with the semester/year wise mark sheets
   d. Masters / Professional Degree - Certificates along with the semester/year wise mark sheets
   e. Diploma / PG Diploma – Certificate along with the mark sheets
   f. Any other certificates relevant to your academics
   g. Photocopy of Date of Birth certificate
   h. 2 photocopies of ID Proofs –(Aadhar card, voter id, passport, Driving License)
   i. Photocopy of Present Address proof
   j. Photocopy of Academic certificates
   k. Photocopy Service certificates
   l. Income tax computation statement (if applicable)
   m. 4 passport size photographs

2. Latest salary pay slip / Salary Certificate

3. Relieving letter from your current employer

4. Service Certificate / Proof of Employment from present & all previous employers.

5. Form 16 (OR) Taxable Income Statement duly certified by the previous employer.
   (Statement showing the deductions & Taxable Income with break-up)

6. Four recent passport colour photographs & one stamp size colour photograph

7. Valid Passport
   a. Please submit the photocopy of valid passport inclusive of all blank pages.

   b. In case you applied for the passport, please submit the receipt in proof as issued by the passport office. Once the passport is issued, you are required to ensure that the photocopy of the same (inclusive of all blank pages) has to be submitted to the HR Department.

8. PAN Card No.
   You must carry the PAN Card along with you & provide the copy of the same. Please note that it is mandatory to provide PAN No. for processing of your salary. Please be informed that no payment on account of salaries will be done without the availability of PAN No.

9. Date of Birth Certificate / Proof of Age

   - Photocopy of the relevant academic certificate that shows the proof of Date of Birth. (or)
   - Certificate as issued by the Municipal Office on Form No.9

10. PF Account No. from the previous employer, in case of PF Transfer or if applicable.

11. Photocopy of the offer letter as issued by Khazana Group.

12. Khazana Group's Personal Profile Form duly filled in all respects.

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Campus Placement - Selection of 2 Candidates for Research Position

vamsi.arigela@karvy.com <vamsi.arigela@karvy.com> Tue, Apr 10, 2018 at 3:36 PM
To: msprasad@ibsindia.org
Cc: bhaskar.sadu@karvy.com

Dear Sir,

As based on previous conversation with you , just I want to update you that two students **Naman Sharma & Konpal Pali** has been shortlisted by business from Campus Placement for the position of **Fundamental Research Analyst** in Karvy. And we are going to release their offer with 3.5 LPA which is fixed and 50000 deferred bonus on completion of 1 year of service here at karvy, this is on the basis of confirmation from business head.

Regards,

Vamsi.

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication.

KNOWCRAFT ANALYTICS
Crafting Knowledge for Quality Solutions

SERVICE AGREEMENT

THIS AGREEMENT is made at Ahmedabad on this 21st Day of February, Two Thousand Eighteen BETWEEN Mr. Dhawaj Bansal, age 23 years Indian Inhabitant residing at Sunny Tower, 5E, Sevoke Road, Siliguri- 734001, West Bengal hereinafter referred to as the "Employee" (which expression unless it is repugnant to the subject or context thereof, shall be deemed to mean and include his/her heirs, executors, administrators and assigns) of the one part and Knowcraft Analytics Private Ltd. a private limited Company incorporated under the Companies Act, 1956 and having its Registered office at 905/906/907, Abhishree Adroit, Near Mansi Circle, Vastrapur, Ahmedabad – 380015, hereinafter referred to as the "Company" (which expression, unless it is repugnant to the subject of context thereof, shall be deemed to mean and include it successors and assigns) of the other part:
WHEREAS:

A. The Employee has expressed his/her desire to join the services of the Company and has made an application for employment along with his/her Curriculum Vitae for being employed in the Company as an "Analyst".

B. The Company based on the representations made by the Employee has agreed to employ here as an Analyst on the terms and conditions mentioned herein agreed between the parties.

C. The Employee acknowledges that as an Employee of the Company the Employee will be required to function in a role & in a unique environment. Consequently the Employee is aware that for working efficiently for such Company the Employee will require a considerable amount of orientation & acclimatization, before the Employee can be fully effective & productive.

D. The Employee recognizes that the Company has to provide to the Employee specialized training in the relevant field and area of his/her working for which the Company may utilize its in-house training facilities or may outsource the training to a third party or may require the Employee to report to the training centre(s) / organizations as may be arranged by the Company either within India or abroad; and for period(s) as the Company may in its discretion deem necessary.

The Employee further recognizes that during such period of training, orientation, & acclimatization and even thereafter, when the Company may require the Employee to acquire additional skills and efficiency, the Company will be required to spend a considerable amount of resources including his/her emoluments besides allowing the Employee to have access to the business secrets of the Company in several spheres.

E. The Employee is aware that non-fulfillment of the terms of the agreement by the Employee whether in full or in part, would seriously affect the work & reputation of the Company & also cause financial loss to the Company besides loss of credibility due to lack of attention & focus disruption of ongoing projects and cost of rehiring & training replacement of the Employee.

F. The Employee agrees that in case he commits any breach of any of the terms of this agreement he shall be liable to face consequences provided herein and those available under the applicable Laws.

G. The Employee is further aware and admits that such non-fulfillment would also amount to the Employee committing criminal breach of trust and cheating in respect of the above emoluments received by him/her, from time to time, from the Company, during his/her tenure.

H. The Employee agrees that in the event of his/her committing the breach of the terms of this agreement; the Company will have full liberty to proceed against the Employee for criminal breach of trust / cheating without prejudice to its right to adopt civil recovery proceedings against the Employee under the terms & conditions of this agreement.

I. The Employee has agreed to execute this agreement on the terms and conditions stated herein and accepted by the Employee. It is understood that the terms and conditions are bound to change from time to time and the Employee also agrees to be bound by the Rules, Regulations, Policies, code of Conduct etc. of the Company over and above the prevalent applicable laws.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Designation and Date of Appointment

The Employee is appointed as an Analyst on the basis of documents; Curriculum Vitae, proofs, information etc. supplied by him with effect from mutually agreed date.

2. Probation

The Employee will be on a probation period for six months commencing from the date of joining. Upon satisfactory completion of the probation period, his/her services shall be confirmed in writing, provided that the Company may terminate the services, without assigning any reasons, at any time during the probation period or at the end of the initial period of probation of six months or during the extended period or at the end of the extended period of probation. If performance of the Employee is not found satisfactory, the period of probation may be extended by a further period not exceeding six months at each time. Provided further, that if his/her services are not confirmed in writing at the end of the initial period of six months and the service does not come to an end by an order of termination as stated hereinabove, then his/her service shall be deemed to have been continued on probation for a further period of six months and until confirmed in writing.

Notwithstanding the above, during the period of probation, services may be terminated by either side by giving one month's written notice to the other party. The Company may terminate the services of the Employee by giving one month's salary in lieu of notice period.

3. Performance of Duties

The Employee agrees that during the Employment Period he shall devote his/her full business time to the business affairs of the Company and shall perform his/her duties faithfully and efficiently subject to the direction of the Senior Executive of the Company. The Employee shall follow the code of conduct of the Company for discharging his/her duties as long as he is employed in the Company.

4. Location & Transfer

The Employee will be based at our office located at Ahmedabad and he/she will report to the Senior Executive of the Company. However, his/her services are transferable and the Company may transfer his/her to any of its branches, subsidiaries, sister concerns,

associates etc. existing at present or in future across the globe. He/she may be also sent on deputation to clients of the Company as per nature and scope of work. He/she will abide by the Company's rules and regulations as may be in effect from time to time with respect to his/her function, grade or location he/she works in.

5. Emoluments

The Company shall pay his/her as per salary structure mentioned in Annexure – A to this Agreement. Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his/her services as follows:

(a) He / she shall receive an annual salary; payable in monthly or more frequent installments, in an amount as mentioned in Annexure A subject to such changes as may from time to time be determined by the Company.
(b) He / she shall be entitled to vacations of not less than 24 paid leaves per year. The Company at its discretion may change the paid leaves.
(c) He / she shall be entitled to such other perquisites as may be customarily granted by the Company to Employees of similar rank and position.
(d) His / her salary will be reviewed based on the performance in the end of the financial year provided that he has completed a minimum of three months of employment. ("Performance Appraisal").

6. Shift & Working hours

The office of the Company presently works in one regular shift, but the same is likely to work in three shifts in future and the Employee may be called upon to work in any of the shifts depending on the requirements of the Company.

That during the period of his/her employment, the Employee shall be punctual in attendance and diligent in his/her work and the Employee shall devote all his/her working time and the best of his/her abilities, exclusively for the benefit of the Company. The Employee further agrees to obey all orders of and carry out all duties entrusted to his/her from time by his/her Senior Executive. The Employee may be required to work such further hours as may be necessary to fulfill his/her duties or the needs of the business. Whenever possible, Senior Executive will give the Employee reasonable notice of any additional hours.

7. Superannuation

The Employee will retire from the services of the Company on attaining the age of 58 years (last day of the month of his/her fifty-eighth birthday). For this purpose, the date of birth as declared at the time of appointment or as mentioned in passport shall be treated as final.

8. Non-Compete

During the period of his/her employment under this Agreement, the Employee shall not in market, directly or indirectly:

(a) Enter into the employment and/or offer render any services to, any person, firm or corporation engaged in any business who is offering its services to any of the clients of the Company or of any of its subsidiaries or affiliates;
(b) Engage in such business on his/her own account; or
(c) Become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, or any other relationship or capacity;
(d) During his/her term and until a period of One year has elapsed post completion of his/her termination/ acceptance of resignation from employment shall not induce any Employee of the Company to discontinue his/her service with the Company and/or offer such Employee any kind of affiliations that may be equivalent to an offer of employment or agency or partnership or running any kind of business together which is in competition to the business of the Company.
(e) Solicit and/or offer his/her services to any person/entity separately or on behalf of the Company in duration of his/her employment, without prior authorization from the Company.
(f) Solicit and/or existing or prospective clients of the Company the up to a period of 2 years commencing with the acceptance of his/her resignation and/or termination from employment.
(g) It shall be broadly agreed for the purpose of the aforementioned clauses, that a prospective client shall mean to be a person/entity that has consulted or is consulting or is likely to consult with the Company and/or the Company has approached his/her it for the purpose of ascertaining the possibilities of availing the Company's services. The client shall continue to remain a prospective client, even if the Company is unable, at any point in time to provide with the requisite services for which the process of consultation and/or negotiation had ensued between them.

9. Confidentiality

During and after the Employment Period, the Employee will not divulge or appropriate to his/her own use or to the use of others, in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company, or of any of its subsidiaries, obtained by his/her in any way while he/she was employed by the Company or by any of its subsidiaries. He/she shall during and after his/her term shall not take the confidential information outside the office premises. Any action in contravention of this clause may give the employer a right to terminate the contract and pursue any legal action against the Employee which it may find suitable. This clause shall survive the cessation of his/her employment and shall be effective indefinitely.

10. Intellectual property

(a) The Employee hereby assign to the Company all future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Company. It is agreed that the Employees shall agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause.

(b) The Employee shall hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he/she has or will have in any existing or future works.

(c) The Employee hereby irrevocably appoints the Company to be his/her representative to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause and acknowledge in favor of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

11. Company's Assets

That the Employee hereby agrees and undertakes to safeguard and hold in trust all notes, notebooks, memorandums, papers, drawings, sketches, diagrams, formulas, designs, books, letters, lists, laptops, desk tops, mobiles, sim cards, CDs, DVDs, Diskettes, Pen Drives, Hard Disks, USB Flash Drives, Floppies, other means disk storage or any other form of data storage including those of or pertaining to raw materials, finished products, goods-in-process, names of suppliers, names of purchasers, or dealers as also price lists of the Company's product or of things in which Company may be dealing in, or may be contemplating to deal in, and all other papers and documents etc. of whatsoever nature and kind that may have come

in possession of the Employee while in the Employment of the Company and not to handover the same to any unauthorized person or suffer or permit the same to be handed over to any unauthorized person and the Employee hereby undertakes to handover all such papers or things above said to Senior Executives whenever called upon to do so and the Employee further agrees not to make copies of or to take extracts from any papers, documents, data etc., belonging to Company for any purpose other than those of the employment in the Company and further agrees not to carry any such paper, document or copies of extracts outside the premises of the Company and the Employee further agrees to deliver up all such papers, documents etc., in his/her possession to his/her Senior Executives whenever called upon to do so and also on cessation of his /her employment and it shall not be competent for the Employee in such an eventuality to withhold any papers or documents of whatsoever nature on the ground that they relate to his/her employment directly or indirectly.

12. Reimbursement

The Company will reimburse all reasonable out-of-pocket expenses incurred by the Employee during the operation of his/her day to day duties, subject to prior permission and production, within one month, of written evidence of expenditure, where procurable.

13. Termination

This Agreement may be amended or cancelled by mutual agreement of the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof The Employment Period shall terminate as of the earliest of:

(a) The last day of the month in which the date of the Employee's death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.

(b) For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company or willful and material breach of this Agreement.

(c) In case of termination of the Employee from the Company, the Company shall serve a notice two months in advance of such termination. The Company may terminate the services of the Employee by paying two month's (Basic + D.A.) salary in lieu of notice period.

(d) In case of the Employee voluntarily terminating his/her employment with the Company, he/she shall be required to serve a notice period of two months declaring such voluntary termination to the Company. In case the Employee voluntarily resigns during probation period then the notice period shall be two months.

(e) In case of breach of policy, the Company may terminate his/her services with immediate effect without paying salary in lieu of notice period.

14. Lawful Actions

The Employee agrees that in the event of his/her ceasing to be in the employment of the Company for any reason whatsoever (except as a result of death or permanent disability) and in the event of his/her inability to pay the Company any amount due to the Company, the Company shall have full liberty to take any one or more of the following steps till such amount are paid:

a) Legally restrain the Employee from doing any business similar to the one carried or by the Company either on his/her own or in partnership or otherwise howsoever till all the amounts due to the Company are fully paid.
b) Legally restrain the Employee from taking up a job of whatsoever nature with any person, firm or organization carrying on business/activities similar to that of Company till all the amounts due to the Company are fully paid.
c) Lawfully withhold the issue of release letter/service character certificate of the Employee
d) Lawfully withhold adjust the Employee's emoluments towards salary bonus allowance, leave travel, etc. and the Employee's provident fund due / clearance as may be legally permissible. For the purpose of such recovery/adjustment, the Employee has hereby given to the Company a lien over his/her dues / contribution as well as gratuity, superannuation or any other benefits available to his/her as Employee of the Company as may be legally permissible.
e) To withhold the issue of letter/service / character certificate and withhold return of the original testimonials (including class 10th , 12th and Diploma/degree marks statement and % of passing certificates, school leaving certificates, certificates from the Employee's past employer if any) of the Employee willingly deposited by the Employee with the Company to show his/her bonafides.
f) Lawfully request the government authorities for cancellation of the Company sponsored visa issued to the Employee consequent to the breach of conditions herein by the Employee; and the Company may lawfully and repeatedly write to/inform the new employer with whom the Employee may have taken up employment in contravention of this agreement; as also others(through advertisement/notices), as also to the business partners/associates of such new employer; and all persons mentioned by the Employee as his/her "References" about the Employee contravening this agreement and committing misconduct, criminal breach of trust/cheating; and about the Company's

claim for liquidated damages also action/proceedings against the Employee for criminal breach of trust cheating committed by the Employee;

15. Defaults

Any one of the following shall constitute default on the part of the Employee. The Company shall be the sole judge to decide whether or not a default is committed by Employee:

a) Unauthorized absence by the Employee for a period of 10 days.
b) Negligence on the part of the Employee during the training period and /or service thereafter:
c) Lack of aptitude by the Employee in the training programme or during his/her service with the Company.
d) Unsatisfactory performance on the part of the Employee
e) Refusal to accept overseas assignment/training when required by the Company.
f) Refusal to be transferred/posted temporarily or permanently to any location of the Company/its customer as per the Company's requirements or in the event the Company terminates his/her services pursuant to its rights or in the event the Employee ceases to be in the employment of the Company for any reason whatsoever other than due to death or permanent disability or because of the business requirement.
g) Non-compliance with or refusal of Company's instructions
h) Breach of any of the terms and conditions of this agreement or any other agreement.
i) Breach of any of the terms and conditions of the letter of appointment issued by the Company to the Employee.
j) Breach of any rules, regulations, procedures, service conditions of the Company (hereinafter referred to in this sub clause(j) as "Company Rules") as may be in force from time to time it being clearly understood and agreed to by the Employee that the Employee shall abide by all the Company rules as may be existing from time to time and the Employee shall abide by all amendments, made from time to time, by the Company in its absolute discretion to such Company rules or any of them the Employee specifically undertaking to bind herself by the latest Company rules as may be in force at the relevant time.

16. Notice

Any communication or notice forwarded to the Employee by the Company by post to the last residential address or e-mail address given by the Employee, as per the Company's record

shall be deemed to be complete and effective service by the Company of such communication or notice to the Employee. The Employee may send a communication or notice permitted to be given under this agreement if given in writing and sent by registered mail to the Company at its registered office. The period of serving such notice by Employee shall be two months.

17. Non-Assignment

The interests of the Employee under this Agreement are not subject to the claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

18. Successors

This Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.

19. Applicable Law

The provisions of this Agreement shall be construed in accordance with the laws of Union of India.

20. Enforceability

This agreement is applicable and enforceable (a) in the event the Employee resigns from the Company (b) after dispensing with the services of the Employee in the normal course of its business and (c) by due notice as per the terms of his/her employment.

21. Other agreements

The Company may, as per its policy in force from time to time require the Employee to sign additional agreement(s). The Employee hereby agrees to sign such agreement(s) as and when required as per the normal policy of the Company. Any other agreement signed by the Employee with the Company shall also remain effective and be in force and will run concurrently.

22. Inconsistency

In the event of their being an inconsistency between the terms and conditions of this agreement and the terms and conditions of the letter of appointment or any other agreement signed by the Employee, the decision of the Company shall be final.

23. Severability

It is intended that each clause of this Contract shall be viewed as separate and divisible and in the event that any clause shall be held to be invalid or unenforceable, the remaining clauses shall continue to be in full force and effect.

24. Jurisdiction

This agreement is executed at Ahmedabad, subject to jurisdiction of courts in Ahmedabad. It is specifically clarified and agreed by both the Employee and the Company that in the event of any dispute or claim arising out of any action taken under this agreement, only the criminal /civil courts in Ahmedabad shall have exclusive jurisdiction to entertain the same Consequently the jurisdiction of any court other than of Ahmedabad courts is specifically excluded / barred.

It is further agreed that the Company at its sole discretion refer the matter to an independent arbitrator(s) in the event of any dispute or claim arising out of or any action taken under this agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE

Mr. Dhawaj Bansal
Within named Employee

With named
By the hands of its Authorized Signatory
Mr. Pratik A Shah

KNOWCRAFT ANALYTICS
Crafting Knowledge for Quality Solutions

	ANNEXURE - A		
	Statement of Remuneration and Benefits		
	Name:	**Dhawaj Bansal**	
	Designation:	**Analyst**	
	Details	**Monthly Amount**	**Annual Amount**
	Basic +DA	16,290	195,478
BASKET OF ALLOWANCES	HRA	8,145	97,739
	Medical Allowance	1,250	15,000
	Leave Travel Allowance	1,629	19,548
	Telephone / Internet Allowance	1,500	18,000
	Books and Periodicals	2,000	24,000
	Uniform Allowance	4,000	48,000
	Driver's Salary	0	0
	Car Maintenance	0	0
	Meals Allowance	2,000	24,000
	Special Allowance	2,111	25,330
	Children Education Allowance	200	2,400
	Conveyance Allowance	1,600	19,200
	PF	1,800	21,600
	*Performance Bonus	3,892	46,709
GROSS		**46,417**	**557,004**
Employer's contribution	Insurance	300	3,600
	Gratuity	783	9,396
	ESIC (Gross*4.75%)	0	0
CTC		**47,500**	**570,000**

Notes:

Gratuity payable as per Gratuity Act, 1972.
TDS will be computed as per income tax rule.
Statutory compliance would be as per prevalent norms.
Performance bonus will be paid based on the discretion of the Company.

Kotak Mahindra Bank

Date: 16-Apr-2018
Ref No: 649062

Hitesh Kalra
M/S Mohan Dass Madan Gopal, Subhash Mandi,
136118

LETTER OF APPOINTMENT

Dear **Hitesh,**

This letter marks an important event in the life of our Bank and indeed for you. We value this letter as a symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of the Kotak family. You promise to value our values and be one of us

- Down to Earth & Approachable : We are simple, straight forward, realistic, unpretentious and always accessible to our stakeholders
- Mutual Respect, Trust and Transparency : We nurture an environment which is transparent in dealings, value the contribution of every individual and respect basic human dignity in all interactions
- Passion to Achieve : We are committed to focus on results with undying enthusiasm and energy
- Entrepreneurial Approach : We generate and encourage creative ideas, applying sound commercial acumen. We have an innovative approach to problem solving and do not shy away from going beyond the conventional
- Ethical with Governance Mindset : We are committed to conducting ethical business maximizing shareholder values on a sustainable basis, while ensuring fairness to all stakeholders including customers, team members, investors, business partners, Government and society at large.

When you sign this letter, you would have embarked on our quest to make modern history!

Shailendra Bhadoria
Senior Vice President

Hitesh Kalra

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HR/2018/ 872023

Kotak Mahindra Bank

Date: 16-Apr-2018
Ref No:649062

Hitesh Kalra
M/S Mohan Dass Madan Gopal, Subhash Mandi,
136118

We have pleasure in appointing you as **Deputy Manager** in the Grade **M2** with effect from **14-May-2018**, or from your date of reporting to work, whichever is earlier, provided that this letter of appointment shall cease to have effect if you do not report to work by **14-May-2018**.

Position, Location and Remuneration

1. The details of your remuneration are enumerated in Annexure A, is enclosed. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** ('Bank').

2.You will initially be posted at our office at **Kotak Mahindra Bank Ltd, MG road 5th Floor , Raheja Tower,26-27, M.G.Road Bangalore 560001**, but you will be liable to be posted or deputed at any other office/ branch of the Bank or any of its associate companies or any of its clients and your services are liable to be transferred to any subsidiary or associate or affiliate company including overseas.

Probation

3. Your appointment is subject to a probation period of **12 months**, where after subject to your performance and conduct being satisfactory, your probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated by giving **1 month** notice during the initial or extended period of probation.

Other conditions

4. Your appointment is subject to your providing, inter alia:
   - 4.1. A relieving letter from your previous employer relieving you from your duties.
   - 4.2 Receiving satisfactory background verification report.
   - 4.3. A copy of the last pay slip from the previous employer.
   - 4.4. Proof of identity which could be either the copy of voter identity card or Aadhar card or Passport
   - 4.5. Proof of date of birth.
   - 4.6. The Bank's application form complete with photograph.
   - 4.7. Valid email id.
   - 4.8. Mobile no and /or Landline no.

5. Your appointment is subject to submitting a Self-Certified Medical Fitness and Declaration Form Issued by the Bank. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. If called upon, you shall submit yourself to an examination by a qualified registered medical practitioner appointed or agreed to by the Management and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

Duties, Responsibilities & Other employment

6. You will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future. Please note that should you be entrusted with the handling / custodianship of cash / securities, any shortfall will be recoverable from you personally. This does not preclude the Bank from recovering the same from any dues to you, or from taking legal action.

7. You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time. The hours of work, holidays and paid leave will be in accordance with the Bank's rules. Please note that if you absent yourself from the services of the Bank without prior written permission or overstay sanctioned leave for eight consecutive days, you will deemed to have abandoned service voluntarily without giving due notice and you shall lose lien on appointment.

8. You shall devote the whole of your time and attention to performing your duties and use your best endeavors to promote the interests of the Bank and your conduct at other times shall be such as not to damage the interests of the Bank. You shall not engage yourself directly or indirectly in any trade, business, vocation or occupation or in advisory capacity or accept compensation in any form from any third party for any actions performed on behalf of the Bank without the express written permission of the Bank. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Bank, whether directly or indirectly.

9. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires.

10. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

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11. You shall inform the Bank without delay of any act of dishonesty, fraud or cheating or any damage to the Bank's property that you may come to know of, whether the same is under contemplation or is taking place or has already taken place.

12. You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any activity of the Bank.

Rules, Regulations and Confidentiality

13. You shall faithfully observe all the rules and regulations of the Bank as applicable from time to time and comply with all reasonable orders of your superiors and attend to your duties punctually at such place or places, as you may be required.

14. You shall also abide by and implement "The Corporate policy manual on Conflict of Interest, Confidential and Proprietary Information" including interalia the Information Technology Security Policy and Code of Conduct as approved by the Bank.

15. The Bank is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Bank including the Code of Conduct and other policies of the Bank as they form an integral part of the terms of employment with the Bank. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' from time to time through intranet and/or e-mails and you will be governed by the same from time to time as and when the said changes are made. It is your responsibility to read and comply with the same.

16. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Bank in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Bank processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Bank, its subsidiaries, its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Bank, its subsidiaries, its associates or clients.

16.1. In line with the, SEBI (Prohibition of Insider Trading) Regulations,2015 as modified from time to time, you shall comply with the Employee Share Trading Code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

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17. You are not authorized to and must not at any time:

17.1. Trade on your own account by pledging the credit of the Bank;

17.2. Even on the Bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Bank to risks which are beyond its financial capacity to bear;

17.3. Enter into any commitment, dealing or obligation on behalf of the Bank, except to the extent of operating the Bank's bank account or accounts as empowered by a resolution of the Board of Directors of the Bank.

18. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank,its subsidiaries or its affiliates.

Termination

19. Your services can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

19.1. Any incorrect information furnished by you or on suppression of any material information; and/or

19.2. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter or a violation on your part of any of the Bank's rules and policies; and/or

19.3. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude; and/or

19.4. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or

19.5. The results of any background checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion. and/or

19.6. Any misconduct pertaining to moral turpitude, riotous/disorderly behaviour, theft, misappropriation, conviction by any court of law.

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19.7. Any act or omission which could be construed as loss of confidence in you by the Management.

19.8. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

20. Subject to the right of the Bank to terminate this employment in accordance with clause 19, it may be terminated either by the Bank or yourself by giving **3 months** notice in writing to the other.

20.1. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated on the basis of monthly gross salary. The decision whether or not to accept the gross salary in lieu of the notice period will rest solely with the Bank and the employee shall be required to serve the applicable notice period as per the exit policy of the Bank if the Bank does not accept the gross salary in lieu of the notice period.

Retirement age

21. The age of superannuation i.e. the age of retirement in our Bank is 60 years.

22. On retirement or earlier termination of this employment in any manner, you shall hand over all papers, documents and other property belonging to the Bank or which have been entrusted to you or received by you in the course of your employment with the Bank.

Jurisdiction

23. If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent to cure such invalidity, illegality or unenforceability, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

24. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

25. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment.

26. As a full time employee of the Bank, you shall not be a Director on the Board of any Company. If you are a Director in any Company you are required to resign from the same before joining the Bank.

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You are requested to send us a copy that is signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and successful career with us.

Your's faithfully

for **Kotak Mahindra Bank Ltd**

Shailendra Bhadoria
Senior Vice President

Hitesh Kalra
Date:

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

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Kotak Mahindra Bank

Annexure A

Name	Hitesh Kalra
Level	Deputy Manager
Location	Bangalore
With Effect From	14-May-2018

Component	P.M.	P.A.
Basic Salary	20000	240000
House Rent Allowance	10000	120000
Professional Allowance	12788	153456
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
LTA	1000	12000
Bonus	0	0
Gratuity	-	11544
Contribution to Provident Fund	-	28800
Total	46638	600000

*Company contribution towards PF is 12% and Gratuity is 4.81%

*Family Floater Group Mediclaim Coverage as per policy.

Under the Kotak Term Group Plan, you get covered as per policy.

Casual/ Privilege leave entitlement as per the prevailing leave policy

Prepared by

Date : 16-Apr-2018 Hitesh Kalra

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Kotak Mahindra Bank

16–Apr–2018
Ref No: 649062

Hitesh Kalra

Dear Hitesh,

Sub: Terms and conditions of the Joining Bonus

We refer to the discussions we have had and hereby offer you an amount of Rs. **100000/- (One Lakh Only)** as Joining Bonus, to be paid to you upon confirmation of your services with us, on the following terms and conditions:

1. Having no disciplinary issues as per the terms & conditions of service.
2. Continuing to be in the employment of Kotak Mahindra Bank.
3. Not having tendered resignation or you serving notice period

- This amount will be paid post deduction of applicable taxes.
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amount, you shall be liable to pay the entire amount with interest at a rate not exceeding 13 % per annum. The Company has the right to set off the amount not paid against any dues payable to you.

You are requested to acknowledge this letter as a token of your acceptance of the terms and conditions.

Yours faithfully,
For **Kotak Mahindra Bank Limited**

Shailendra Bhadoria
Senior Vice President

I accept the above terms:

Hitesh Kalra

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

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SERVICE AGREEMENT

THIS AGREEMENT is made at Ahmedabad on this 6th Day of March, Two Thousand Eighteen BETWEEN Mr. Karann Sehgal, age 23 years Indian Inhabitant residing at A-3 159 Sant Nagar,New Dehi-110065 hereinafter referred to as the "Employee" (which expression unless it is repugnant to the subject or context thereof, shall be deemed to mean and include his/her heirs, executors, administrators and assigns) of the one part and Knowcraft Analytics Private Ltd. a private limited Company incorporated under the Companies Act, 1956 and having its Registered office at 905/906/907, Abhishree Adroit, Near Mansi Circle, Vastrapur, Ahmedabad – 380015, hereinafter referred to as the "Company" (which expression, unless it is repugnant to the subject of context thereof, shall be deemed to mean and include it successors and assigns) of the other part:
WHEREAS:

A. The Employee has expressed his/her desire to join the services of the Company and has made an application for employment along with his/her Curriculum Vitae for being employed in the Company as an "Analyst".

B. The Company based on the representations made by the Employee has agreed to employ here as an Analyst on the terms and conditions mentioned herein agreed between the parties.

C. The Employee acknowledges that as an Employee of the Company the Employee will be required to function in a role & in a unique environment. Consequently the Employee is aware that for working efficiently for such Company the Employee will require a considerable amount of orientation & acclimatization, before the Employee can be fully effective & productive.

D. The Employee recognizes that the Company has to provide to the Employee specialized training in the relevant field and area of his/her working for which the Company may utilize its in-house training facilities or may outsource the training to a third party or may require the Employee to report to the training centre(s) / organizations as may be arranged by the Company either within India or abroad; and for period(s) as the Company may in its discretion deem necessary.

The Employee further recognizes that during such period of training, orientation, & acclimatization and even thereafter, when the Company may require the Employee to acquire

additional skills and efficiency, the Company will be required to spend a considerable amount of resources including his/her emoluments besides allowing the Employee to have access to the business secrets of the Company in several spheres.

E. The Employee is aware that non-fulfillment of the terms of the agreement by the Employee whether in full or in part, would seriously affect the work & reputation of the Company & also cause financial loss to the Company besides loss of credibility due to lack of attention & focus disruption of ongoing projects and cost of rehiring & training replacement of the Employee.

F. The Employee agrees that in case he commits any breach of any of the terms of this agreement he shall be liable to face consequences provided herein and those available under the applicable Laws.

G. The Employee is further aware and admits that such non-fulfillment would also amount to the Employee committing criminal breach of trust and cheating in respect of the above emoluments received by him/her, from time to time, from the Company, during his/her tenure.

H. The Employee agrees that in the event of his/her committing the breach of the terms of this agreement; the Company will have full liberty to proceed against the Employee for criminal breach of trust / cheating without prejudice to its right to adopt civil recovery proceedings against the Employee under the terms & conditions of this agreement.

I. The Employee has agreed to execute this agreement on the terms and conditions stated herein and accepted by the Employee. It is understood that the terms and conditions are bound to change from time to time and the Employee also agrees to be bound by the Rules, Regulations, Policies, code of Conduct etc. of the Company over and above the prevalent applicable laws.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Designation and Date of Appointment

The Employee is appointed as an Analyst on the basis of documents; Curriculum Vitae, proofs, information etc. supplied by him with effect from mutually agreed date.

2. Probation

The Employee will be on a probation period for six months commencing from the date of joining. Upon satisfactory completion of the probation period, his/her services shall be confirmed in writing, provided that the Company may terminate the services, without assigning any reasons, at any time during the probation period or at the end of the initial period of probation of six months or during the extended period or at the end of the extended period of probation. If performance of the Employee is not found satisfactory, the period of probation may be extended by a further period not exceeding six months at each time. Provided further, that if his/her services are not confirmed in writing at the end of the initial period of six months and the service does not come to an end by an order of termination as stated hereinabove, then his/her service shall be deemed to have been continued on probation for a further period of six months and until confirmed in writing.

Notwithstanding the above, during the period of probation, services may be terminated by either side by giving one month's written notice to the other party. The Company may terminate the services of the Employee by giving one month's salary in lieu of notice period.

3. Performance of Duties

The Employee agrees that during the Employment Period he shall devote his/her full business time to the business affairs of the Company and shall perform his/her duties faithfully and efficiently subject to the direction of the Senior Executive of the Company. The Employee shall follow the code of conduct of the Company for discharging his/her duties as long as he is employed in the Company.

4. Location & Transfer

The Employee will be based at our office located at Ahmedabad and he/she will report to the Senior Executive of the Company. However, his/her services are transferable and the Company may transfer his/her to any of its branches, subsidiaries, sister concerns, associates etc. existing at present or in future across the globe. He/she may be also sent on deputation to clients of the Company as per nature and scope of work. He/she will abide by

the Company's rules and regulations as may be in effect from time to time with respect to his/her function, grade or location he/she works in.

5. Emoluments

The Company shall pay his/her as per salary structure mentioned in Annexure – A to this Agreement. Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his/her services as follows:

(a) He / she shall receive an annual salary; payable in monthly or more frequent installments, in an amount as mentioned in Annexure A subject to such changes as may from time to time be determined by the Company.
(b) He / she shall be entitled to vacations of not less than 24 paid leaves per year. The Company at its discretion may change the paid leaves.
(c) He / she shall be entitled to such other perquisites as may be customarily granted by the Company to Employees of similar rank and position.
(d) His / her salary will be reviewed based on the performance in the end of the financial year provided that he has completed a minimum of three months of employment. ("Performance Appraisal").

6. Shift & Working hours

The office of the Company presently works in one regular shift, but the same is likely to work in three shifts in future and the Employee may be called upon to work in any of the shifts depending on the requirements of the Company.

That during the period of his/her employment, the Employee shall be punctual in attendance and diligent in his/her work and the Employee shall devote all his/her working time and the best of his/her abilities, exclusively for the benefit of the Company. The Employee further agrees to obey all orders of and carry out all duties entrusted to his/her from time by his/her Senior Executive. The Employee may be required to work such further hours as may be necessary to fulfill his/her duties or the needs of the business. Whenever possible, Senior Executive will give the Employee reasonable notice of any additional hours.

7. Superannuation

The Employee will retire from the services of the Company on attaining the age of 58 years (last day of the month of his/her fifty-eighth birthday). For this purpose, the date of birth as declared at the time of appointment or as mentioned in passport shall be treated as final.

8. Non-Compete

During the period of his/her employment under this Agreement, the Employee shall not in market, directly or indirectly:

(a) Enter into the employment and/or offer render any services to, any person, firm or corporation engaged in any business who is offering its services to any of the clients of the Company or of any of its subsidiaries or affiliates;
(b) Engage in such business on his/her own account; or
(c) Become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, or any other relationship or capacity;
(d) During his/her term and until a period of One year has elapsed post completion of his/her termination/ acceptance of resignation from employment shall not induce any Employee of the Company to discontinue his/her service with the Company and/or offer such Employee any kind of affiliations that may be equivalent to an offer of employment or agency or partnership or running any kind of business together which is in competition to the business of the Company.
(e) Solicit and/or offer his/her services to any person/entity separately or on behalf of the Company in duration of his/her employment, without prior authorization from the Company.
(f) Solicit and/or existing or prospective clients of the Company the up to a period of 2 years commencing with the acceptance of his/her resignation and/or termination from employment.
(g) It shall be broadly agreed for the purpose of the aforementioned clauses, that a prospective client shall mean to be a person/entity that has consulted or is consulting or is likely to consult with the Company and/or the Company has approached his/her it for the purpose of ascertaining the possibilities of availing the Company's services. The client shall continue to remain a prospective client, even if the Company is unable, at any point in time to provide with the requisite services for which the process of consultation and/or negotiation had ensued between them.

9. Confidentiality

During and after the Employment Period, the Employee will not divulge or appropriate to his/her own use or to the use of others, in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company, or of any of its subsidiaries, obtained by his/her in any way while he/she was employed by the Company or by any of its subsidiaries. He/she shall during and after his/her term shall not take the confidential information outside the office premises. Any action in contravention of this clause may give the employer a right to terminate the contract and pursue any legal action against the Employee which it may find suitable. This clause shall survive the cessation of his/her employment and shall be effective indefinitely.

10. Intellectual property

(a) The Employee hereby assign to the Company all future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Company. It is agreed that the Employees shall agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause.

(b) The Employee shall hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he/she has or will have in any existing or future works.

(c) The Employee hereby irrevocably appoints the Company to be his/her representative to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause and acknowledge in favor of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

11. Company's Assets

That the Employee hereby agrees and undertakes to safeguard and hold in trust all notes, notebooks, memorandums, papers, drawings, sketches, diagrams, formulas, designs, books, letters, lists, laptops, desk tops, mobiles, sim cards, CDs, DVDs, Diskettes, Pen Drives, Hard Disks, USB Flash Drives, Floppies, other means disk storage or any other form of data storage including those of or pertaining to raw materials, finished products, goods-in-process, names of suppliers, names of purchasers, or dealers as also price lists of the Company's product or of things in which Company may be dealing in, or may be contemplating to deal in, and all other papers and documents etc. of whatsoever nature and kind that may have come

in possession of the Employee while in the Employment of the Company and not to handover the same to any unauthorized person or suffer or permit the same to be handed over to any unauthorized person and the Employee hereby undertakes to handover all such papers or things above said to Senior Executives whenever called upon to do so and the Employee further agrees not to make copies of or to take extracts from any papers, documents, data etc., belonging to Company for any purpose other than those of the employment in the Company and further agrees not to carry any such paper, document or copies of extracts outside the premises of the Company and the Employee further agrees to deliver up all such papers, documents etc., in his/her possession to his/her Senior Executives whenever called upon to do so and also on cessation of his /her employment and it shall not be competent for the Employee in such an eventuality to withhold any papers or documents of whatsoever nature on the ground that they relate to his/her employment directly or indirectly.

12. Reimbursement

The Company will reimburse all reasonable out-of-pocket expenses incurred by the Employee during the operation of his/her day to day duties, subject to prior permission and production, within one month, of written evidence of expenditure, where procurable.

13. Termination

This Agreement may be amended or cancelled by mutual agreement of the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof The Employment Period shall terminate as of the earliest of:

(a) The last day of the month in which the date of the Employee's death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.

(b) For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company or willful and material breach of this Agreement.

(c) In case of termination of the Employee from the Company, the Company shall serve a notice two months in advance of such termination. The Company may terminate the services of the Employee by paying two month's (Basic + D.A.) salary in lieu of notice period.

(d) In case of the Employee voluntarily terminating his/her employment with the Company, he/she shall be required to serve a notice period of two months declaring such voluntary termination to the Company. In case the Employee voluntarily resigns during probation period then the notice period shall be two months.

(e) In case of breach of policy, the Company may terminate his/her services with immediate effect without paying salary in lieu of notice period.

14. Lawful Actions

The Employee agrees that in the event of his/her ceasing to be in the employment of the Company for any reason whatsoever (except as a result of death or permanent disability) and in the event of his/her inability to pay the Company any amount due to the Company, the Company shall have full liberty to take any one or more of the following steps till such amount are paid:

a) Legally restrain the Employee from doing any business similar to the one carried or by the Company either on his/her own or in partnership or otherwise howsoever till all the amounts due to the Company are fully paid.
b) Legally restrain the Employee from taking up a job of whatsoever nature with any person, firm or organization carrying on business/activities similar to that of Company till all the amounts due to the Company are fully paid.
c) Lawfully withhold the issue of release letter/service character certificate of the Employee
d) Lawfully withhold adjust the Employee's emoluments towards salary bonus allowance, leave travel, etc. and the Employee's provident fund due / clearance as may be legally permissible. For the purpose of such recovery/adjustment, the Employee has hereby given to the Company a lien over his/her dues / contribution as well as gratuity, superannuation or any other benefits available to his/her as Employee of the Company as may be legally permissible.
e) To withhold the issue of letter/service / character certificate and withhold return of the original testimonials (including class 10th , 12th and Diploma/degree marks statement and % of passing certificates, school leaving certificates, certificates from the Employee's past employer if any) of the Employee willingly deposited by the Employee with the Company to show his/her bonafides.
f) Lawfully request the government authorities for cancellation of the Company sponsored visa issued to the Employee consequent to the breach of conditions herein by the Employee; and the Company may lawfully and repeatedly write to/inform the new employer with whom the Employee may have taken up employment in contravention of this agreement; as also others(through advertisement/notices), as also to the business partners/associates of such new employer; and all persons mentioned by the Employee as his/her "References" about the Employee contravening this agreement and committing misconduct, criminal breach of trust/cheating; and about the Company's

claim for liquidated damages also action/proceedings against the Employee for criminal breach of trust cheating committed by the Employee;

15. Defaults

Any one of the following shall constitute default on the part of the Employee. The Company shall be the sole judge to decide whether or not a default is committed by Employee:

a) Unauthorized absence by the Employee for a period of 10 days.
b) Negligence on the part of the Employee during the training period and /or service thereafter:
c) Lack of aptitude by the Employee in the training programme or during his/her service with the Company.
d) Unsatisfactory performance on the part of the Employee
e) Refusal to accept overseas assignment/training when required by the Company.
f) Refusal to be transferred/posted temporarily or permanently to any location of the Company/its customer as per the Company's requirements or in the event the Company terminates his/her services pursuant to its rights or in the event the Employee ceases to be in the employment of the Company for any reason whatsoever other than due to death or permanent disability or because of the business requirement.
g) Non-compliance with or refusal of Company's instructions
h) Breach of any of the terms and conditions of this agreement or any other agreement.
i) Breach of any of the terms and conditions of the letter of appointment issued by the Company to the Employee.
j) Breach of any rules, regulations, procedures, service conditions of the Company (hereinafter referred to in this sub clause(j) as "Company Rules") as may be in force from time to time it being clearly understood and agreed to by the Employee that the Employee shall abide by all the Company rules as may be existing from time to time and the Employee shall abide by all amendments, made from time to time, by the Company in its absolute discretion to such Company rules or any of them the Employee specifically undertaking to bind herself by the latest Company rules as may be in force at the relevant time.

16. Notice

Any communication or notice forwarded to the Employee by the Company by post to the last residential address or e-mail address given by the Employee, as per the Company's record

shall be deemed to be complete and effective service by the Company of such communication or notice to the Employee. The Employee may send a communication or notice permitted to be given under this agreement if given in writing and sent by registered mail to the Company at its registered office. The period of serving such notice by Employee shall be two months.

17. Non-Assignment

The interests of the Employee under this Agreement are not subject to the claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

18. Successors

This Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.

19. Applicable Law

The provisions of this Agreement shall be construed in accordance with the laws of Union of India.

20. Enforceability

This agreement is applicable and enforceable (a) in the event the Employee resigns from the Company (b) after dispensing with the services of the Employee in the normal course of its business and (c) by due notice as per the terms of his/her employment.

21. Other agreements

The Company may, as per its policy in force from time to time require the Employee to sign additional agreement(s). The Employee hereby agrees to sign such agreement(s) as and when required as per the normal policy of the Company. Any other agreement signed by the Employee with the Company shall also remain effective and be in force and will run concurrently.

22. Inconsistency

In the event of their being an inconsistency between the terms and conditions of this agreement and the terms and conditions of the letter of appointment or any other agreement signed by the Employee, the decision of the Company shall be final.

23. Severability

It is intended that each clause of this Contract shall be viewed as separate and divisible and in the event that any clause shall be held to be invalid or unenforceable, the remaining clauses shall continue to be in full force and effect.

24. Jurisdiction

This agreement is executed at Ahmedabad, subject to jurisdiction of courts in Ahmedabad. It is specifically clarified and agreed by both the Employee and the Company that in the event of any dispute or claim arising out of any action taken under this agreement, only the criminal /civil courts in Ahmedabad shall have exclusive jurisdiction to entertain the same Consequently the jurisdiction of any court other than of Ahmedabad courts is specifically excluded / barred.

It is further agreed that the Company at its sole discretion refer the matter to an independent arbitrator(s) in the event of any dispute or claim arising out of or any action taken under this agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE

Mr. Karann Sehgal
Within named Employee

With named
By the hands of its Authorized Signatory
Mr. Pratik A Shah

KNOWCRAFT ANALYTICS
Crafting Knowledge for Quality Solutions

	ANNEXURE - A		
	Statement of Remuneration and Benefits		
	Name:	**Karann Sehgal**	
	Designation:	**Analyst**	
	Details	**Monthly Amount**	**Annual Amount**
	Basic +DA	16,290	195,478
BASKET OF ALLOWANCES	HRA	8,145	97,739
	Medical Allowance	1,250	15,000
	Leave Travel Allowance	1,629	19,548
	Telephone / Internet Allowance	1,500	18,000
	Books and Periodicals	2,000	24,000
	Uniform Allowance	4,000	48,000
	Meals Allowance	2,000	24,000
	Special Allowance	2,111	25,330
	Children Education Allowance	200	2,400
	Conveyance Allowance	1,600	19,200
	PF	1,800	21,600
GROSS		**42,525**	**510,295**
	*Performance Bonus	3,892	46,709
Emploer's contribution	Insurance	300	3,600
	Gratuity	783	9,396
	ESIC (Gross*4.75%)	0	0
CTC		**47,500**	**570,000**

Notes:

Gratuity payable as per Gratuity Act, 1972.
TDS will be computed as per income tax rule.
Statutory compliance would be as per prevalent norms.
Performance bonus will be paid based on the discretion of the Company.

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Neha Ojha,
D/O Harendra Nath Ojha,
P.N.B Colonny, Sector-5/B,
Bokaro Steel City,
Sector-6 Bakaro Jharkhand-827006

Dear **Ms. Neha,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – AHL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Delhi,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

8 November 2017

Bhagya Madhuri
#12/1, 2nd block, 50 feetroad,
Bengaluru
Karnataka - 560050

Dear Bhagya,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **23293 Kutty, Sandeep G** and, or, any other person as decided by the Firm from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **9 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Bhagya Madhuri

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

8 November 2017

Tanya Bhadauria
IBS Hyderabad,
Donthanapally, Hyderabad
Telangana - 501203

Dear Tanya,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **28627 Kumar, Vaibhav** and, or, any other person as decided by the Firm from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

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If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

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If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **9 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Tanya Bhadauria

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

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Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

3 November 2017

Vasundhra Sharma
A-116, Dayanand Colony, Lajpat Nagar-4,
New Delhi
Delhi - 110024

Dear Vasundhra,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **10195 Gupta, Atul** and, or, any other person as decided by the Firm from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Rupees Three lakh fifty seven thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Rupees Two lakh ninety two thousand five hundred only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **10 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Dr. Deepak Singh
Director

I am pleased to accept the offer contained above.

Vasundhra Sharma

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

Kotak Mahindra Bank

Date: 25-Apr-2018
Ref No: 652710

Wilson Verma
236,near sattiwala chowk,Madhowala,Doiwala,Dehradun
248140

LETTER OF APPOINTMENT

Dear **Wilson,**

This letter marks an important event in the life of our Bank and indeed for you. We value this letter as a symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of the Kotak family. You promise to value our values and be one of us

- Down to Earth & Approachable : We are simple, straight forward, realistic, unpretentious and always accessible to our stakeholders
- Mutual Respect, Trust and Transparency : We nurture an environment which is transparent in dealings, value the contribution of every individual and respect basic human dignity in all interactions
- Passion to Achieve : We are committed to focus on results with undying enthusiasm and energy
- Entrepreneurial Approach : We generate and encourage creative ideas, applying sound commercial acumen. We have an innovative approach to problem solving and do not shy away from going beyond the conventional
- Ethical with Governance Mindset : We are committed to conducting ethical business maximizing shareholder values on a sustainable basis, while ensuring fairness to all stakeholders including customers, team members, investors, business partners, Government and society at large.

When you sign this letter, you would have embarked on our quest to make modern history!

Shailendra Bhadoria
Senior Vice President

Wilson Verma

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
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www.kotak.com
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Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

HR/2018/ 871170

Kotak Mahindra Bank

Date: 25-Apr-2018
Ref No:652710

Wilson Verma
236,near sattiwala chowk,Madhowala,Doiwala,Dehradun
248140

We have pleasure in appointing you as **Deputy Manager** in the Grade **M2** with effect from **14-May-2018**, or from your date of reporting to work, whichever is earlier, provided that this letter of appointment shall cease to have effect if you do not report to work by **14-May-2018**.

Position, Location and Remuneration

1. The details of your remuneration are enumerated in Annexure A, is enclosed. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** ('Bank').

2.You will initially be posted at our office at **Kotak Mahindra Bank Ltd, MG road 5th Floor , Raheja Tower,26-27, M.G.Road Bangalore 560001**, but you will be liable to be posted or deputed at any other office/ branch of the Bank or any of its associate companies or any of its clients and your services are liable to be transferred to any subsidiary or associate or affiliate company including overseas.

Probation

3. Your appointment is subject to a probation period of **1 Year**, where after subject to your performance and conduct being satisfactory, your probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated by giving **1 Month** notice during the initial or extended period of probation.

Other conditions

4. Your appointment is subject to your providing, inter alia:
   4.1. A relieving letter from your previous employer relieving you from your duties.

   4.2 Receiving satisfactory background verification report.

   4.3. A copy of the last pay slip from the previous employer.

   4.4. Proof of identity which could be either the copy of voter identity card or Aadhar card or Passport

   4.5. Proof of date of birth.

   4.6. The Bank's application form complete with photograph.

   4.7. Valid email id.

   4.8. Mobile no and /or Landline no.

5. Your appointment is subject to submitting a Self-Certified Medical Fitness and Declaration Form Issued by the Bank. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. If called upon, you shall submit yourself to an examination by a qualified registered medical practitioner appointed or agreed to by the Management and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

Duties, Responsibilities & Other employment

6. You will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future. Please note that should you be entrusted with the handling / custodianship of cash / securities, any shortfall will be recoverable from you personally. This does not preclude the Bank from recovering the same from any dues to you, or from taking legal action.

7. You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time. The hours of work, holidays and paid leave will be in accordance with the Bank's rules. Please note that if you absent yourself from the services of the Bank without prior written permission or overstay sanctioned leave for eight consecutive days, you will deemed to have abandoned service voluntarily without giving due notice and you shall lose lien on appointment.

8. You shall devote the whole of your time and attention to performing your duties and use your best endeavors to promote the interests of the Bank and your conduct at other times shall be such as not to damage the interests of the Bank. You shall not engage yourself directly or indirectly in any trade, business, vocation or occupation or in advisory capacity or accept compensation in any form from any third party for any actions performed on behalf of the Bank without the express written permission of the Bank. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Bank, whether directly or indirectly.

9. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires.

10. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

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11. You shall inform the Bank without delay of any act of dishonesty, fraud or cheating or any damage to the Bank's property that you may come to know of, whether the same is under contemplation or is taking place or has already taken place.

12. You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any activity of the Bank.

Rules, Regulations and Confidentiality

13. You shall faithfully observe all the rules and regulations of the Bank as applicable from time to time and comply with all reasonable orders of your superiors and attend to your duties punctually at such place or places, as you may be required.

14. You shall also abide by and implement "The Corporate policy manual on Conflict of Interest, Confidential and Proprietary Information" including interalia the Information Technology Security Policy and Code of Conduct as approved by the Bank.

15. The Bank is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Bank including the Code of Conduct and other policies of the Bank as they form an integral part of the terms of employment with the Bank. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' from time to time through intranet and/or e-mails and you will be governed by the same from time to time as and when the said changes are made. It is your responsibility to read and comply with the same.

16. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Bank in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Bank processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Bank, its subsidiaries, its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Bank, its subsidiaries, its associates or clients.

16.1. In line with the, SEBI (Prohibition of Insider Trading) Regulations,2015 as modified from time to time, you shall comply with the Employee Share Trading Code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

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17. You are not authorized to and must not at any time:

17.1. Trade on your own account by pledging the credit of the Bank;

17.2. Even on the Bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Bank to risks which are beyond its financial capacity to bear;

17.3. Enter into any commitment, dealing or obligation on behalf of the Bank, except to the extent of operating the Bank's bank account or accounts as empowered by a resolution of the Board of Directors of the Bank.

18. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank,its subsidiaries or its affiliates.

Termination

19. Your services can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

19.1. Any incorrect information furnished by you or on suppression of any material information; and/or

19.2. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter or a violation on your part of any of the Bank's rules and policies; and/or

19.3. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude; and/or

19.4. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or

19.5. The results of any background checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion. and/or

19.6. Any misconduct pertaining to moral turpitude, riotous/disorderly behaviour, theft, misappropriation, conviction by any court of law.

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19.7. Any act or omission which could be construed as loss of confidence in you by the Management.

19.8. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

20. Subject to the right of the Bank to terminate this employment in accordance with clause 19, it may be terminated either by the Bank or yourself by giving **3 Months** notice in writing to the other.

20.1. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated on the basis of monthly gross salary. The decision whether or not to accept the gross salary in lieu of the notice period will rest solely with the Bank and the employee shall be required to serve the applicable notice period as per the exit policy of the Bank if the Bank does not accept the gross salary in lieu of the notice period.

Retirement age

21. The age of superannuation i.e. the age of retirement in our Bank is 60 years.

22. On retirement or earlier termination of this employment in any manner, you shall hand over all papers, documents and other property belonging to the Bank or which have been entrusted to you or received by you in the course of your employment with the Bank.

Jurisdiction

23. If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent to cure such invalidity, illegality or unenforceability, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

24. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

25. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment.

26. As a full time employee of the Bank, you shall not be a Director on the Board of any Company. If you are a Director in any Company you are required to resign from the same before joining the Bank.

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You are requested to send us a copy that is signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and successful career with us.

Your's faithfully

for **Kotak Mahindra Bank Ltd**

Shailendra Bhadoria
Senior Vice President

Wilson Verma
Date:

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Mumbai, Maharashtra 400097, India.

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HR/2018/ 871176

Kotak Mahindra Bank

Annexure A

Name	Wilson Verma
Level	Deputy Manager
Location	Bangalore
With Effect From	14-May-2018

Component	P.M.	P.A.
Basic Salary	20000	240000
House Rent Allowance	10000	120000
Professional Allowance	12788	153456
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
LTA	1000	12000
Bonus	0	0
Gratuity	--	11544
Contribution to Provident Fund	--	28800
Total	46638	600000

*Company contribution towards PF is 12% and Gratuity is 4.81%

*Family Floater Group Mediclaim Coverage as per policy.

Under the Kotak Term Group Plan, you get covered as per policy.

Casual/ Privilege leave entitlement as per the prevailing leave policy

Prepared by

Date : 25-Apr-2018

Wilson Verma

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

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Maharashtra, India.

HR/2018/ 871177

Kotak Mahindra Bank

25–Apr–2018
Ref No: 652710

Wilson Verma

Dear Wilson,

Sub: Terms and conditions of the Joining Bonus

We refer to the discussions we have had and hereby offer you an amount of Rs.**100000/- (One Lakh Only)** as Joining Bonus, to be paid to you upon confirmation of your services with us, on the following terms and conditions:

1. Having no disciplinary issues as per the terms & conditions of service.
2. Continuing to be in the employment of Kotak Mahindra Bank.
3. Not having tendered resignation or you serving notice period

- This amount will be paid post deduction of applicable taxes.
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amount, you shall be liable to pay the entire amount with interest at a rate not exceeding 13 % per annum. The Company has the right to set off the amount not paid against any dues payable to you.

You are requested to acknowledge this letter as a token of your acceptance of the terms and conditions.

Yours faithfully,
For **Kotak Mahindra Bank Limited**

Shailendra Bhadoria
Senior Vice President

I accept the above terms:

Wilson Verma

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

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Maharashtra, India.

HR/2018/ 871178

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Kashish Dhawan,
House no. 4693, Sector- 125,
New Sunny Enclave,
Greater Mohali,
Punjab- 140301

Dear **Ms. Kashish,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – HL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Delhi,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

Reliance Home Finance Limited
Registered Office: Reliance Centre, South Wing, 6th Floor, Off Western Express Highway, Santacruz (East), Mumbai – 400 055
T +91 22 3303 6000 / F +91 22 3303 6662, E-mail: rhfl.investor@relianceada.com, Website: www.reliancehomefinance.com
Customer Service: T +91 22 3967 1600 / 1800-300-90909 (toll free) / E-mail: customercare@reliancehomefinance.com
Branch Office: The Ruby, 11th Floor, North West Wing,Plot No. 29, JK Sawant marg,Dadar, Mumbai -28.
CIN: L67190MH2008PLC183216
A RELIANCE CAPITAL COMPANY

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RELIANCE HOME FINANCE

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

Rashish Dhawan

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RELIANCE HOME FINANCE

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Rashish Dhawan

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RELIANCE HOME FINANCE

08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

Rashish Dhawan

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i. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME: Kashish Dhawan

SIGNATURE: Kashish Dhawan

DATE: 9th March' 2018

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

Kotak Mahindra Bank

Date: 16-Apr-2018
Ref No: 649018

Saurav Suman
C/o Meema Sinha(Teacher),Near VMH School, Nai basti Mahadeva,Siwan
841226

LETTER OF APPOINTMENT

Dear **Saurav,**

This letter marks an important event in the life of our Bank and indeed for you. We value this letter as a symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of the Kotak family. You promise to value our values and be one of us

- Down to Earth & Approachable : We are simple, straight forward, realistic, unpretentious and always accessible to our stakeholders
- Mutual Respect, Trust and Transparency : We nurture an environment which is transparent in dealings, value the contribution of every individual and respect basic human dignity in all interactions
- Passion to Achieve : We are committed to focus on results with undying enthusiasm and energy
- Entrepreneurial Approach : We generate and encourage creative ideas, applying sound commercial acumen. We have an innovative approach to problem solving and do not shy away from going beyond the conventional
- Ethical with Governance Mindset : We are committed to conducting ethical business maximizing shareholder values on a sustainable basis, while ensuring fairness to all stakeholders including customers, team members, investors, business partners, Government and society at large.

When you sign this letter, you would have embarked on our quest to make modern history!

Shailendra Bhadoria
Senior Vice President

Saurav Suman

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
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HR/2018/ 872014

Kotak Mahindra Bank

Date: 16-Apr-2018
Ref No:649018

Saurav Suman
C/o Meema Sinha(Teacher),Near VMH School, Nai basti Mahadeva,Siwan
841226

We have pleasure in appointing you as **Deputy Manager** in the Grade **M2** with effect from **14-May-2018**, or from your date of reporting to work, whichever is earlier, provided that this letter of appointment shall cease to have effect if you do not report to work by **14-May-2018**.

Position, Location and Remuneration

1. The details of your remuneration are enumerated in Annexure A, is enclosed. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** ('Bank').

2.You will initially be posted at our office at **Kotak Mahindra Bank Ltd, MG road 5th Floor , Raheja Tower,26-27, M.G.Road Bangalore 560001**, but you will be liable to be posted or deputed at any other office/ branch of the Bank or any of its associate companies or any of its clients and your services are liable to be transferred to any subsidiary or associate or affiliate company including overseas.

Probation

3. Your appointment is subject to a probation period of **12 months**, where after subject to your performance and conduct being satisfactory, your probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated by giving **1 month** notice during the initial or extended period of probation.

Other conditions

4. Your appointment is subject to your providing, inter alia:
   - 4.1. A relieving letter from your previous employer relieving you from your duties.
   - 4.2 Receiving satisfactory background verification report.
   - 4.3. A copy of the last pay slip from the previous employer.
   - 4.4. Proof of identity which could be either the copy of voter identity card or Aadhar card or Passport
   - 4.5. Proof of date of birth.
   - 4.6. The Bank's application form complete with photograph.
   - 4.7. Valid email id.
   - 4.8. Mobile no and /or Landline no.

5. Your appointment is subject to submitting a Self-Certified Medical Fitness and Declaration Form Issued by the Bank. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. If called upon, you shall submit yourself to an examination by a qualified registered medical practitioner appointed or agreed to by the Management and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

Duties, Responsibilities & Other employment

6. You will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future. Please note that should you be entrusted with the handling / custodianship of cash / securities, any shortfall will be recoverable from you personally. This does not preclude the Bank from recovering the same from any dues to you, or from taking legal action.

7. You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time. The hours of work, holidays and paid leave will be in accordance with the Bank's rules. Please note that if you absent yourself from the services of the Bank without prior written permission or overstay sanctioned leave for eight consecutive days, you will deemed to have abandoned service voluntarily without giving due notice and you shall lose lien on appointment.

8. You shall devote the whole of your time and attention to performing your duties and use your best endeavors to promote the interests of the Bank and your conduct at other times shall be such as not to damage the interests of the Bank. You shall not engage yourself directly or indirectly in any trade, business, vocation or occupation or in advisory capacity or accept compensation in any form from any third party for any actions performed on behalf of the Bank without the express written permission of the Bank. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Bank, whether directly or indirectly.

9. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires.

10. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

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Maharashtra, India.

872016

HR/2018/

11. You shall inform the Bank without delay of any act of dishonesty, fraud or cheating or any damage to the Bank's property that you may come to know of, whether the same is under contemplation or is taking place or has already taken place.

12. You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any activity of the Bank.

Rules, Regulations and Confidentiality

13. You shall faithfully observe all the rules and regulations of the Bank as applicable from time to time and comply with all reasonable orders of your superiors and attend to your duties punctually at such place or places, as you may be required.

14. You shall also abide by and implement "The Corporate policy manual on Conflict of Interest, Confidential and Proprietary Information" including interalia the Information Technology Security Policy and Code of Conduct as approved by the Bank.

15. The Bank is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Bank including the Code of Conduct and other policies of the Bank as they form an integral part of the terms of employment with the Bank. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' from time to time through intranet and/or e-mails and you will be governed by the same from time to time as and when the said changes are made. It is your responsibility to read and comply with the same.

16. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Bank in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Bank processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Bank, its subsidiaries, its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Bank, its subsidiaries, its associates or clients.

16.1. In line with the, SEBI (Prohibition of Insider Trading) Regulations,2015 as modified from time to time, you shall comply with the Employee Share Trading Code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

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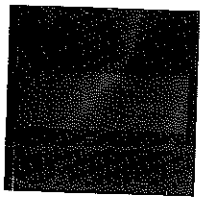

17. You are not authorized to and must not at any time:

17.1. Trade on your own account by pledging the credit of the Bank;

17.2. Even on the Bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Bank to risks which are beyond its financial capacity to bear;

17.3. Enter into any commitment, dealing or obligation on behalf of the Bank, except to the extent of operating the Bank's bank account or accounts as empowered by a resolution of the Board of Directors of the Bank.

18. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank,its subsidiaries or its affiliates.

Termination

19. Your services can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

19.1. Any incorrect information furnished by you or on suppression of any material information; and/or

19.2. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter or a violation on your part of any of the Bank's rules and policies; and/or

19.3. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude; and/or

19.4. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or

19.5. The results of any background checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion. and/or

19.6. Any misconduct pertaining to moral turpitude, riotous/disorderly behaviour, theft, misappropriation, conviction by any court of law.

Kotak Mahindra Bank Ltd.
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HR/2018/ 872018

19.7. Any act or omission which could be construed as loss of confidence in you by the Management.

19.8. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

20. Subject to the right of the Bank to terminate this employment in accordance with clause 19, it may be terminated either by the Bank or yourself by giving **3 months** notice in writing to the other.

20.1. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated on the basis of monthly gross salary. The decision whether or not to accept the gross salary in lieu of the notice period will rest solely with the Bank and the employee shall be required to serve the applicable notice period as per the exit policy of the Bank if the Bank does not accept the gross salary in lieu of the notice period.

Retirement age

21. The age of superannuation i.e. the age of retirement in our Bank is 60 years.

22. On retirement or earlier termination of this employment in any manner, you shall hand over all papers, documents and other property belonging to the Bank or which have been entrusted to you or received by you in the course of your employment with the Bank.

Jurisdiction

23. If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent to cure such invalidity, illegality or unenforceability, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

24. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

25. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment.

26. As a full time employee of the Bank, you shall not be a Director on the Board of any Company. If you are a Director in any Company you are required to resign from the same before joining the Bank.

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park,
Off Western Express Highway,
General A K Vaidya Marg, Malad (East),
Mumbai, Maharashtra 400097, India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

You are requested to send us a copy that is signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and successful career with us.

Your's faithfully

for **Kotak Mahindra Bank Ltd**

Shailendra Bhadoria
Senior Vice President

Saurav Suman
Date:

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
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Maharashtra, India.

HR/2018/ 872020

Kotak Mahindra Bank

Annexure A

Name	Saurav Suman
Level	Deputy Manager
Location	Bangalore
With Effect From	14-May-2018

Component	P.M.	P.A.
Basic Salary	20000	240000
House Rent Allowance	10000	120000
Professional Allowance	12788	153456
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
LTA	1000	12000
Bonus	0	0
Gratuity	-	11544
Contribution to Provident Fund	-	28800
Total	46638	600000

*Company contribution towards PF is 12% and Gratuity is 4.81%

*Family Floater Group Mediclaim Coverage as per policy.

Under the Kotak Term Group Plan, you get covered as per policy.

Casual/ Privilege leave entitlement as per the prevailing leave policy

Prepared by

Date : 16-Apr-2018

Saurav Suman

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

Kotak Infiniti, Building No. 21,
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Maharashtra, India.

HR/2018/ 872021

Kotak Mahindra Bank

16-Apr-2018
Ref No: 649018

Saurav Suman

Dear Saurav,

Sub: Terms and conditions of the Joining Bonus

We refer to the discussions we have had and hereby offer you an amount of Rs. **100000/- (One Lakh Only)** as Joining Bonus, to be paid to you upon confirmation of your services with us, on the following terms and conditions:

1. Having no disciplinary issues as per the terms & conditions of service.
2. Continuing to be in the employment of Kotak Mahindra Bank.
3. Not having tendered resignation or you serving notice period

- This amount will be paid post deduction of applicable taxes.
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amount, you shall be liable to pay the entire amount with interest at a rate not exceeding 13 % per annum. The Company has the right to set off the amount not paid against any dues payable to you.

You are requested to acknowledge this letter as a token of your acceptance of the terms and conditions.

Yours faithfully,
For **Kotak Mahindra Bank Limited**

Shailendra Bhadoria
Senior Vice President

I accept the above terms:

Saurav Suman

Kotak Mahindra Bank Ltd.
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Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

HR/2018/ 872022

8 November 2017

Shriya Srivastava
34C, Nawab Yusuf Road,
Allahabad, UP
Uttar Pradesh - 211001

Dear Shriya,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **23293 Kutty, Sandeep G** and, or, any other person as decided by the Firm from time to time. You shall be based in **Chennai** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **9 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Shriya Srivastava

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

8 November 2017

Sumedha Kathuria
IBS Hyderabad,
Donthanapally, Hyderabad
Telangana - 501203

Dear Sumedha,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **23293 Kutty, Sandeep G** and, or, any other person as decided by the Firm from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **9 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Sumedha Kathuria

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

8 November 2017

Akanshee Gupta
IBS Hyderabad,
Donthanapally,Hyderabad
Telangana - 501203

Dear Akanshee,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **28627 Kumar, Vaibhav** and, or, any other person as decided by the Firm from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **9 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Akanshee Gupta

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

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Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

3 November 2017

Anshul Samnol
Flat No. 208, Krishilok Cooperative Group Housing
GH-3, Sector 45, Faridabad,
Haryana - 121002

Dear Anshul,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **10195 Gupta, Atul** and, or, any other person as decided by the Firm from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Rupees Three lakh fifty seven thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Rupees Two lakh ninety two thousand five hundred only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **10 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Dr. Deepak Singh
Director

I am pleased to accept the offer contained above.

Anshul Samnol

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

9 November 2017

Burhanuddin Vasi
IBS Hyderabad, Donthanapally,
Donthanapally, Hyderabad
Telangana - 501203

Dear Burhanuddin,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **18871 MV, Shivakumar** and, or, any other person as decided by the Firm from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

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If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **8 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Burhanuddin Vasi

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

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'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

3 November 2017

Janajit Ray
RGM 134 , Nandan Abasan ,
PO Hatiara, Baguihati ,Kolkata
West Bengal - 700157

Dear Janajit,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **10195 Gupta, Atul** and, or, any other person as decided by the Firm from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 393250/- (Rupees Three lakh ninety three thousand two hundred fifty only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 321750/- (Rupees Three lakh twenty one thousand seven hundred fifty only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **10 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Dr. Deepak Singh
Director

I am pleased to accept the offer contained above.

Janajit Ray

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

1 November 2017

Preeti Jaiswal
#28, NMT, Sec - 8,
Ambala City, Haryana - 134003
Haryana - 134003

Dear Preeti,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **10470 Ramaswamy, Sundar** and, or, any other person as decided by the Firm from time to time. You shall be based in **Mumbai** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **4 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **2 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Preeti Jaiswal

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

14 February 2018

Suhani Mehta
E-4/29, sector-11
Rohini
Delhi - 110085

Dear Suhani,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Executive** in **Advisory - Risk Consulting** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **37478 Mitra, Rahul** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **18 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 February 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Suhani Mehta

Annexure

Suhani Mehta
Executive
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

12 January 2018

Sumit More
8-13-70/19, Raghavendra Colony
Hyderabad
Delhi - 500052

Dear Sumit,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory – Deal Advisory** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **24348 Chawla, Manish** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **26 March 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three Lakh Twent Five Thousand Only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Sumit More

Annexure

Sumit More
Associate Consultant
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

15 March 2018

Vaishali Gupta
Hno-2295, secto -16
Faridabad
Uttar Pradesh - 121002

Dear Vaishali,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **22403 Siddiqui, Salman (KGS/Delhi)** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 March 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Vaishali Gupta

Annexure

Vaishali Gupta
Business Associate
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

14 February 2018

Vishakha Agarwal
BA-104, Sector-1,
Salt Lake City
West Bengal - 700 064

Dear Vishakha,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **KGS - RC - IARCS - IASOAS (Internal Audit/SOX) - Executive/Senior** in **Advisory - Risk Consulting** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **37478 Mitra, Rahul** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **18 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 February 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Vishakha Agarwal

Annexure

Vishakha Agarwal
KGS - RC - IARCS - IASOAS (Internal Audit/SOX) - Executive/Senior
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

1 November 2017

Avijit Singh
IBS Hyderabad, Donthanapally,
Shankarapally road, Hyderabad - 501203
Telangana - 501203

Dear Avijit,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **10470 Ramaswamy, Sundar** and, or, any other person as decided by the Firm from time to time. You shall be based in **Mumbai** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **4 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 357500/- (Three Lakh Fifty Seven Thousand Five Hundred**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 292500/- (Two Lakh Ninety Two Thousand Five Hundred**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **2 November 2017,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Madhu Menon
Associate Director - Human Resources

I am pleased to accept the offer contained above.

Avijit Singh

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

3 November 2018

Faraz Haider
D/1,Al-Rahman Apartment, New Parastoli, Doranda
Ranchi, Jharkhand
Jharkhand - 834002

Dear Faraz,

On behalf of **KPMG (**the **'Firm'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory - Risk Consulting** with the Firm.

You shall report initially to **10195 Gupta, Atul** and, or, any other person as decided by the Firm from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **14 May 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 412500/- (Rupees Four lakh twelve thousand five hundred only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 337500/- (Rupess Three lakh thirty seven thousand five hundred only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm and Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Firm any joining bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **10 November 2018,** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours sincerely,
for **KPMG**

Dr. Deepak Singh
Director

I am pleased to accept the offer contained above.

Faraz Haider

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the

Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Jyotanjali Nalwaya
21 Tagor Nagar,
Sector 4 Hiran Magri
Udaipur Rajasthan 313002

Dear **Ms. Jyotanjali Nalwaya,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Deputy Manager – Product– Mortgages-CF** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Corporate,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

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You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

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07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

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viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME:

SIGNATURE: DATE:

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

12 January 2018

Sonika Jha
V-7, Ground Floor,
Green Park Main
Delhi - 110016

Dear Sonika,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory – Deal Advisory** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **34420 Kandoi, Sanju** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **26 March 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three Lakh Twent Five Thousand Only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Sonika Jha

Annexure

Sonika Jha
Associate Consultant
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

19 December 2017

Hanika Jain
5/15, Aanik Appartment
Opposite Vastarapur Bus Stand, Vastarapur
Gujarat - 380015

Dear Hanika,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory – Deal Advisory** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **58256 Chaudhary, Amit** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **26 March 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **25 December 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Hanika Jain

Annexure

Hanika Jain
Associate Consultant
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

25 January 2018

Kanav Marwaha
475, New Jawahar Nagar
Punjab - 144001

Dear Kanav,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS SEZ Bangalore Unit.Global** team.

You shall report initially to **27440 Shenoy, Vipin** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any

time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **27 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Kanav Marwaha

Annexure

Kanav Marwaha
Business Associate
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
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- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

20 December 2017

Richa Verma
Plot No-476, Ward -6A,Sachin Park, Flat No-3
Adipur
Gujarat - 370205

Dear Richa,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory – Deal Advisory** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **28026 Jain, Amandeep** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **26 March 2017,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26 December 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Richa Verma

Annexure

Richa Verma
Associate Consultant
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

14 February 2018

Sahil Poddar
H-3B, Bhagwati Apartments,
Near Pranami Mandir, Punjabi Para,
West Bengal - 734001

Dear Sahil,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Executive** in **Advisory - Risk Consulting** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **37478 Mitra, Rahul** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **18 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 February 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Sahil Poddar

Annexure

Sahil Poddar
Executive
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

25 January 2018

Shreya Nagpal
B-126, Mount Kailash, East of Kailash
Delhi - 110065

Dear Shreya,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **30955 Bhawani, Deepak** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any

time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **27 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Shreya Nagpal

Annexure

Shreya Nagpal
Business Associate
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

15 March 2018

Snigdha Khan
43 Kailash Bose Lane
Howrah- 711101
Andhra Pradesh - 711101

Dear Snigdha,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.India** team.

You shall report initially to **24520 Goel, Radhika** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **17 March 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Snigdha Khan

Annexure

Snigdha Khan
Business Associate
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

25 January 2018

Dhaval Sukhadia
Plot No. 196-B, Hemu
Adipur, Kutch
Gujarat - 370205

Dear Dhaval,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.Global** team.

You shall report initially to **36488 Dhaliwal, Kunal Singh** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **27 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Dhaval Sukhadia

Annexure

Dhaval Sukhadia
Business Associate
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

14 March 2018

Edwin Joseph
F-104 LenyadriSector 19-A, Nerul
Maharashtra - 400706

Dear Edwin,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **58720 Jain, Siddhant** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any

time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **15 March 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Edwin Joseph

Annexure

Edwin Joseph
Business Associate
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

15 March 2018

Nitin Jain
Jain market marwari bazar
samastipur
Bihar - 848101

Dear Nitin,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.UK** team.

You shall report initially to **39891 Subban, Krishnamoorthy** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 March 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Nitin Jain

Annexure

Nitin Jain
Business Associate
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

25 January 2018

Prabhat Ancha
A-1006, golf view
Apt nanakramguda
Telangana - 500032

Dear Prabhat,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.Global** team.

You shall report initially to **27440 Shenoy, Vipin** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **27 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Prabhat Ancha

Annexure

Prabhat Ancha
Business Associate
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

20 December 2017

Radhika Gupta
Gupta Coal Depo, Sudarshan Niwas, Hanuman Chauraha
Kaxmi Ganj Road,Lashkar
Madhya Pradesh - 474001

Dear Radhika,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory – Deal Advisory** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **58256 Chaudhary, Amit** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **26 March 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26 December 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Radhika Gupta

Annexure

Radhika Gupta
Associate Consultant
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

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- The above is an indicative break-up of the components
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- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

25 January 2018

Aditi Bairathi
29 Rfc colony, opp mosaic
Hotel, srisa road vaishali nagar
Rajasthan - 302021

Dear Aditi,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Business Associate** in **RAK** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.Global** team.

You shall report initially to **50873 Kaila, Gaurav** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **2 April 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

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C. Miscellaneous

1. Working Hours

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3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **27 January 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Aditi Bairathi

Annexure

Aditi Bairathi
Business Associate
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

19 December 2017

Arunima Wali
House Number-1385,
Sector-19
Haryana - 121002

Dear Arunima,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Associate Consultant** in **Advisory – Deal Advisory** with the Company. You will be part of the **KGS Non SEZ Gurgaon Unit.US** team.

You shall report initially to **34420 Kandoi, Sanju** and, or, any other person as decided by the Company from time to time. You shall be based in **Delhi** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **26 March 2017,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three Lakh Twenty Five Thousand Only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **25 December 2017,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Arunima Wali

Annexure

Arunima Wali
Associate Consultant
Delhi

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

14 February 2018

Deepanshi Marwah
A3 Block,Flat No.50,
Manav Appt,Paschim Vihar
Delhi - 110063

Dear Deepanshi,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Executive** in **Advisory - Risk Consulting** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **37478 Mitra, Rahul** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **18 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 February 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Deepanshi Marwah

Annexure

Deepanshi Marwah
Executive
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Mr. Govind Suresh,
BT-1, C.R. Complex, B block,
Pattom, Thiruvananthapuram,
Kerala- 695004

Dear **Mr. Govind,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – AHL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Surat,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the

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annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

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07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Reliance Home Finance Limited
Registered Office: Reliance Centre, South Wing, 6th Floor, Off Western Express Highway, Santacruz (East), Mumbai – 400 055
T +91 22 3303 6000 / F +91 22 3303 6662, E-mail: rhfl.investor@relianceada.com, Website: www.reliancehomefinance.com
Customer Service: T +91 22 3967 1600 / 1800-300-90909 (toll free) / E-mail: customercare@reliancehomefinance.com
Branch Office: The Ruby, 11th Floor, North West Wing,Plot No. 29, JK Sawant marg,Dadar, Mumbai -28.
CIN: U65993MH2008PLC183216

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

Reliance Home Finance Limited
Registered Office: Reliance Centre, South Wing, 6th Floor, Off Western Express Highway, Santacruz (East), Mumbai – 400 055
T +91 22 3303 6000 / F +91 22 3303 6662, E-mail: rhfl.investor@relianceada.com, Website: www.reliancehomefinance.com
Customer Service: T +91 22 3967 1600 / 1800-300-90909 (toll free) / E-mail: customercare@reliancehomefinance.com
Branch Office: The Ruby, 11th Floor, North West Wing,Plot No. 29, JK Sawant marg,Dadar, Mumbai -28.
CIN: L67190MH2008PLC183216
A RELIANCE CAPITAL COMPANY

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viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME:

SIGNATURE: DATE:

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

14 February 2018

Manjot Sethi
Sethi. 31, Sethi Niwas,
Flat number 5 & 6, Off 17th road
Maharashtra - 400054

Dear Manjot,

On behalf of **KPMG Global Services Private Limited (**the **'Company'),** I am pleased to offer you the position of **Executive** in **Advisory - Risk Consulting** with the Company. You will be part of the **KGS Non SEZ Bangalore Unit.US** team.

You shall report initially to **37478 Mitra, Rahul** and, or, any other person as decided by the Company from time to time. You shall be based in **Bangalore** and can be transferred to any other offices of the Company at any other place or city within India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **18 June 2018,** this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('**Company Policy**'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs. 325000/- (Rupees Three lakh twenty five thousand only**) towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company and Employer’s contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits [**For Women employees only**]

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and abide by the same. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In the event you exercise the option of terminating this Agreement within twelve (12) months from the date of joining, in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof, you shall also be liable to reimburse to the Company any joining bonus paid to you by the Company at the time of your joining the employment of the Company.

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Provisional Offer

This offer is conditional and is subject to receipt of satisfactory report on background checks on your academic and professional qualification, experience and other matters.

The present employment is offered to you on the basis of information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed, that shall constitute breach of trust and your services are liable to be terminated.

3. Leave

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone (including BlackBerry), computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **16 February 2018,** failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours sincerely,
for **KPMG Global Services Private Limited**

Sunil Avhad
Associate Director

I am pleased to accept the offer contained above.

Manjot Sethi

Annexure

Manjot Sethi
Executive
Bangalore

Compensation Category	**Monthly (in INR)**	**Annual (in INR)**
Basic Salary (**a**)	27083.33	325000
Flexible Compensation (**b**)	23833.33	286000
Employer Contribution to Provident Fund^ (**c**)	3250	39000
Total Cost to Company (a+b+c)	**54166.67**	**650000**

- ^Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- The above is an indicative break-up of the components
- Gratuity will be governed by the Payment of Gratuity Act
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Firm and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.
- Insurance benefit would be as per the company policies
- Flexible compensation needs be allocated every year basis the components published by the firm
- Any statutory deduction shall be made as per applicable laws

L&T Financial Services

LTFS/FY18/MT/057 6th February, 2018

Ms. Nisha Shrivastav,
ICFAI, Hyderabad

Subject: Offer of employment as Management Trainee

Dear Nisha,

Further to your campus interview with L&T Financial Services, we are pleased to make you an offer of employment in the cadre of Management Trainee at FL I grade.

Your cost to company (CTC) will be Rs. 8,25,004/- inclusive of basic salary, allowances and such other elements as may be applicable from time to time. Please refer Annexure for the detailed breakup of the same.

Further employment details like DOJ, Department and location of posting will be communicated to you at a later date.

You are requested to indicate your acceptance by replying to this email within 7 days of receiving this offer.

A formal appointment letter will be issued which will have details around the terms and conditions of your employment and other related benefits.

We look forward to welcoming you at L&T Financial Services.

Regards,

For L&T FINANCE LIMITED,

SUDEEP BANERJEE
GROUP HEAD - HUMAN RESOURCES

ANNEXURE

	Particulars	Rupees Per Month	Rupees Per Annum
A	**MONTHLY BENEFITS**		
	Basic	20,625	2,47,500
	House Rent Allowance	12,375	1,48,500
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Special Allowance	16,002	1,92,024
	Statutory Bonus	1,400	16,800
	Leave Travel Allowance	1,719	20,625
	TOTAL (A)	**54,971**	**6,59,649**
B	**RETIREMENTAL BENEFITS**		
	Provident Fund (Employer Contribution at 12% Of Basic Salary)	2,475	29,700
	Gratuity (as per gratuity act)	-	11,905
	SUB-TOTAL (B)	**2,475**	**41,605**
	Total Fixed Pay (A + B)		7,01,254
C	**ANNUAL PERFORMANCE BONUS # (C)**	-	**1,23,750**
	TAKE HOME PRE I TAX & P TAX	**52,496**	**-**
	Total Cost To Company (A + B + C)	**-**	**8,25,004**

Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & Company performance and in line with the Company policy

In addition to the above, you will be covered under the following Group Insurances:

1. Group Life Insurance Cover as per policy
2. Family Mediclaim Cover of as per policy
3. Group Personal Accident Cover as per policy

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

Name: Nisha Shrivastav

Signature: _____ Date: _____

L&T Financial Services

LTFS/FY18/MT/055 6th February, 2018

Mr. Md ADIL AHMED,
ICFAI, Hyderabad

Subject: Offer of employment as Management Trainee

Dear Md ADIL,

Further to your campus interview with L&T Financial Services, we are pleased to make you an offer of employment in the cadre of Management Trainee at FL I grade.

Your cost to company (CTC) will be Rs. 8,25,004/- inclusive of basic salary, allowances and such other elements as may be applicable from time to time. Please refer Annexure for the detailed breakup of the same.

Further employment details like DOJ, Department and location of posting will be communicated to you at a later date.

You are requested to indicate your acceptance by replying to this email within 7 days of receiving this offer.

A formal appointment letter will be issued which will have details around the terms and conditions of your employment and other related benefits.

We look forward to welcoming you at L&T Financial Services.

Regards,

For L&T FINANCE LIMITED,

SUDEEP BANERJEE
GROUP HEAD - HUMAN RESOURCES

ANNEXURE

	Particulars	Rupees Per Month	Rupees Per Annum
A	**MONTHLY BENEFITS**		
	Basic	20,625	2,47,500
	House Rent Allowance	12,375	1,48,500
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Special Allowance	16,002	1,92,024
	Statutory Bonus	1,400	16,800
	Leave Travel Allowance	1,719	20,625
	TOTAL (A)	**54,971**	**6,59,649**
B	**RETIREMENTAL BENEFITS**		
	Provident Fund (Employer Contribution at 12% Of Basic Salary)	2,475	29,700
	Gratuity (as per gratuity act)	-	11,905
	SUB-TOTAL (B)	**2,475**	**41,605**
	Total Fixed Pay (A + B)		7,01,254
C	**ANNUAL PERFORMANCE BONUS # (C)**	-	**1,23,750**
	TAKE HOME PRE I TAX & P TAX	**52,496**	**-**
	Total Cost To Company (A + B + C)	**-**	**8,25,004**

Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & Company performance and in line with the Company policy

In addition to the above, you will be covered under the following Group Insurances:

1. Group Life Insurance Cover as per policy
2. Family Mediclaim Cover of as per policy
3. Group Personal Accident Cover as per policy

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

Name: Md ADIL AHMED

Signature: _____ Date: _____

GROUPE LACTALIS

Thirumala
The Trusted Taste of Thirumala

OFFER LETTER

Date: 2nd January 2018

To

Ms Palak Aggarwal
House No – 1349/9,
Urban Estate, Ambala,
Haryana - 134003.

Dear Ms Palak Aggarwal

With reference to the interviews and final interactions you had with us **21st December 2017,** we are glad to offer you the position **"Management Trainee - Logistics"** in our organization. In this new assignment you will report to Fleet Manager – Mr Roy Jose.

You will be posted in our **Corporate Office - Chennai.** However you are liable to transfer to any of the locations existing by the organization, at any time based on the exigencies.

You have to report us on or before **12th March 2018,** for your Joining Formalities, you will be under Probation for the period of One year. Incase if you are intended to leave our Organization at any point of your service, you have to provide One Month Notice Period, It is mandatory as per our Organization.

On joining you should report to HR department along with the following original documents and one of photocopies.

1. All your Credential Certificates – Original/ Photocopies
2. Experience/ Relieving order from previous employments and last three months' pay slip (if any)
3. Passport size photographs 4 Nos.
4. Bank Account details – a copy of Pass book / Cheque leaf.
5. PAN card
6. Address & ID Proof – Original/Photocopy
7. Medical Fitness Certificate from Registered Doctor.

Please sign the duplicate copy of this and send us back as token of your acceptance.

Best wishes,

For **Tirumala Milk Products Pvt. Ltd**

Authorized Signatory

Registered Office :
Tirumala Milk Products Private Limited
New No.75/8, Old No.1418/2B, 200 Feet Ring Road, Thirumalai Nagar Extn., Ponniammanmedu, Chennai - 600 110, TN, India.
Phone: +91 44 3023 3400 Email: cs@tirumalamilk.com Web: www.tirumalamilk.com
CIN: U15209TN1998PTC102741

GROUPE LACTALIS

Thirumala
The Trusted Taste of Thirumala

2nd January 2018

ANNEXTURE - A

Tirumala Milk Products Pvt Ltd Annual Compensation break-up in Rs.		
Name	Palak Aggarwal	
Designation	Trainee	
Position	Management Trainee	
Location	Corporate Office	
Region	Corporate -Chennai	
COMPONENTS	**MONTHLY GROSS**	**ANNUAL CTC**
Gross Salary [fixed and regular components]		
Basic Salary	32240	386878
House Rent Allowance	10747	128959
Conveyance Allowance	5373	64480
Children Educational Allowance	2687	32240
Medical Allowance	2687	32240
Gross Total [A]	**53733**	**644796**
Statutory benefits		
PF - Employer contribution	1800	21600
Gratuity (4.81%)	1551	18612
Medical Reimbursement	1250	15000
Total **[B]**	**4601**	**55212**
TOTAL CTC [A+B]	**58334**	**700008**
Deductions [Monthly]		
PF - Employee contribution	3869	46426
Professional Tax	183	2196
Total Deductions	**4052**	**48622**

You are eligible for Leave encashment/ gratuity/Insurance as per policies/ acts

AUTHORIZED SIGNATORY

Registered Office :
Tirumala Milk Products Private Limited
New No.75/8, Old No.1418/2B, 200 Feet Ring Road, Thirumalai Nagar Extn., Ponniammanmedu, Chennai - 600 110, TN, India.
Phone: +91 44 3023 3400 Email: cs@tirumalamilk.com Web: www.tirumalamilk.com
CIN: U15209TN1998PTC102741

L&T Financial Services

LTFS/FY18/MT/007 6th February, 2018

Mr. Sajjala Sai Charan,
ICFAI, Hyderabad

Subject: Offer of employment as Management Trainee

Dear Sajjala,

Further to your campus interview with L&T Financial Services, we are pleased to make you an offer of employment in the cadre of Management Trainee at FL I grade.

Your cost to company (CTC) will be Rs. 8,25,004/- inclusive of basic salary, allowances and such other elements as may be applicable from time to time. Please refer Annexure for the detailed breakup of the same.

Further employment details like DOJ, Department and location of posting will be communicated to you at a later date.

You are requested to indicate your acceptance by replying to this email within 7 days of receiving this offer.

A formal appointment letter will be issued which will have details around the terms and conditions of your employment and other related benefits.

We look forward to welcoming you at L&T Financial Services.

Regards,

For L&T FINANCE LIMITED,

SUDEEP BANERJEE
GROUP HEAD - HUMAN RESOURCES

ANNEXURE

	Particulars	Rupees Per Month	Rupees Per Annum
A	**MONTHLY BENEFITS**		
	Basic	20,625	2,47,500
	House Rent Allowance	12,375	1,48,500
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Special Allowance	16,002	1,92,024
	Statutory Bonus	1,400	16,800
	Leave Travel Allowance	1,719	20,625
	TOTAL (A)	**54,971**	**6,59,649**
B	**RETIREMENTAL BENEFITS**		
	Provident Fund (Employer Contribution at 12% Of Basic Salary)	2,475	29,700
	Gratuity (as per gratuity act)	-	11,905
	SUB-TOTAL (B)	**2,475**	**41,605**
	Total Fixed Pay (A + B)		7,01,254
C	**ANNUAL PERFORMANCE BONUS # (C)**	-	**1,23,750**
	TAKE HOME PRE I TAX & P TAX	**52,496**	**-**
	Total Cost To Company (A + B + C)	**-**	**8,25,004**

Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & Company performance and in line with the Company policy

In addition to the above, you will be covered under the following Group Insurances:

1. Group Life Insurance Cover as per policy
2. Family Mediclaim Cover of as per policy
3. Group Personal Accident Cover as per policy

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

Name: Sajjala Sai Charan

Signature: _____ Date: _____

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Fwd: Offer of employment - Aman Dixit

1 message

Aman Dixit <dixitaman29@gmail.com> Mon, Jul 2, 2018 at 4:38 PM
To: Praveen Ch <praveench@ibsindia.org>

---------- Forwarded message ---------
From: Aman Dixit <mr.amandixit29@gmail.com>
Date: Mon, Jul 2, 2018, 16:37
Subject: Fwd: Offer of employment - Aman Dixit
To: Aman Dixit <dixitaman29@gmail.com>

---------- Forwarded message ---------
From: POONAM SHARMA <poonam.sharma@lge.com>
Date: Mon, Jun 25, 2018, 14:58
Subject: Offer of employment - Aman Dixit
To: mr.amandixit29@gmail.com <mr.amandixit29@gmail.com>

Dear Mr. Dixit,

As per our discussions, we are pleased to offer you an Appointment with us as **Sr. Executive I - Jaipur Business Solution Signage (To be functionally designated as Product Area Manager),** in our company on the **fixed Salary as per Annexure & Bonuses** as discussed. This offer is valid till the Date of Joining mentioned in attached letter and subject to correctness of all documents submitted at the time of joining with filled joining kit.

No	COMPONENTS	MONTHLY	YEARLY
Break up of Fixed Components			
1	Basic	26,000	312000
2	House Maintenance Allowance	3,800	45600
3	LTA	0	10000
4	Medical Allowance	1,250	15000

5	HRA	13,000	156000
6	Professional Pursuit	3,500	42000
7	Family Maintenance Allowance	2,247	26960
8	Diwali Bonus (240% of Basic) (on Prorata basis)		62,400
9	Company's Contribution to Provident Fund	3,120	37440
10	Gratuity (Provision)	0	15000
	Total	**52,917**	**722,400**

Additionally Other variable components as per company variable policy applicable from time to time on your level/grade.

A copy of offer letter is attached. You have to submit your documents on the day of joining. List of Documents required at the time of joining are attached for your reference.

Also bring the completed joining KIT on the date of Joining.

Please find below Branch Address :-

LG Electronics India Pvt Ltd ,

B-71, Sahakar Marg, Lal Kothi Scheme Jaipur

Point of Contact at Branch :-

Rupesh Kumar Sharma :- 9988099361

For any query please revert to me.

Regards,

Poonam Sharma

PMS HR

LG Electronics India Pvt. Ltd.

Contact: +91 9811 354234

---

3 attachments

DOCUMENTS REQUIRED AT THE TIME OF JOINING.DOCX
12K

JOINING_KIT_DOCUMENT.PDF
9639K

LOI of Aman Dixit.pdf
53K

L&T Financial Services

LTFS/FY18/MT/056 6th February, 2018

Ms. Khushboo Gupta,
ICFAI, Hyderabad

Subject: Offer of employment as Management Trainee

Dear Khushboo,

Further to your campus interview with L&T Financial Services, we are pleased to make you an offer of employment in the cadre of Management Trainee at FL I grade.

Your cost to company (CTC) will be Rs. 8,25,004/- inclusive of basic salary, allowances and such other elements as may be applicable from time to time. Please refer Annexure for the detailed breakup of the same.

Further employment details like DOJ, Department and location of posting will be communicated to you at a later date.

You are requested to indicate your acceptance by replying to this email within 7 days of receiving this offer.

A formal appointment letter will be issued which will have details around the terms and conditions of your employment and other related benefits.

We look forward to welcoming you at L&T Financial Services.

Regards,

For L&T FINANCE LIMITED,

SUDEEP BANERJEE
GROUP HEAD - HUMAN RESOURCES

ANNEXURE

	Particulars	Rupees Per Month	Rupees Per Annum
A	**MONTHLY BENEFITS**		
	Basic	20,625	2,47,500
	House Rent Allowance	12,375	1,48,500
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Special Allowance	16,002	1,92,024
	Statutory Bonus	1,400	16,800
	Leave Travel Allowance	1,719	20,625
	TOTAL (A)	**54,971**	**6,59,649**
B	**RETIREMENTAL BENEFITS**		
	Provident Fund (Employer Contribution at 12% Of Basic Salary)	2,475	29,700
	Gratuity (as per gratuity act)	-	11,905
	SUB-TOTAL (B)	**2,475**	**41,605**
	Total Fixed Pay (A + B)		7,01,254
C	**ANNUAL PERFORMANCE BONUS # (C)**	-	**1,23,750**
	TAKE HOME PRE I TAX & P TAX	**52,496**	**-**
	Total Cost To Company (A + B + C)	**-**	**8,25,004**

Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & Company performance and in line with the Company policy

In addition to the above, you will be covered under the following Group Insurances:

1. Group Life Insurance Cover as per policy
2. Family Mediclaim Cover of as per policy
3. Group Personal Accident Cover as per policy

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

Name: Khushboo Gupta

Signature: _____ Date: _____

GROUPE LACTALIS

Thirumala
The Trusted Taste of Thirumala

OFFER LETTER

Date: 2nd January 2018

To

Mr Mukunthan M
No.17 Chairman P,
Madurai Street, Shevapet
Salem - 636002.

Dear Mr Mukunthan M

With reference to the interviews and final interactions you had with us **21st December 2017,** we are glad to offer you the position **"Management Trainee-Logistics"** in our organization. In this new assignment you will report to Regional General Manager.

You will be posted in our **Regional Office - Vijayawada.** However you are liable to transfer to any of the locations existing by the organization, at any time based on the exigencies.

You have to report us on or before **12th March 2018,** for your Joining Formalities, you will be under Probation for the period of One year. Incase if you are intended to leave our Organization at any point of your service, you have to provide One Month Notice Period, It is mandatory as per our Organization.

On joining you should report to HR department along with the following original documents and one of photocopies.

1. All your Credential Certificates – Original/ Photocopies
2. Experience/ Relieving order from previous employments and last three months' pay slip (if any)
3. Passport size photographs 4 Nos.
4. Bank Account details – a copy of Pass book / Cheque leaf.
5. PAN card
6. Address & ID Proof – Original/Photocopy
7. Medical Fitness Certificate from Registered Doctor.

Please sign the duplicate copy of this and send us back as token of your acceptance.

Best wishes,

For **Tirumala Milk Products Pvt. Ltd**

Authorized Signatory

Registered Office :
Tirumala Milk Products Private Limited
New No.75/8, Old No.1418/2B, 200 Feet Ring Road, Thirumalai Nagar Extn., Ponniammanmedu, Chennai - 600 110, TN, India.
Phone: +91 44 3023 3400 Email: cs@tirumalamilk.com Web: www.tirumalamilk.com
CIN: U15209TN1998PTC102741

GROUPE LACTALIS

Thirumala
The Trusted Taste of Thirumala

2nd January 2018

ANNEXTURE - A

Tirumala Milk Products Pvt Ltd

Annual Compensation break-up in Rs.

Name	Mukunthan M	
Designation	Trainee	
Position	Management Trainee	
Location	Regional Office	
Region	Vijayawada	
COMPONENTS	**MONTHLY GROSS**	**ANNUAL CTC**
Gross Salary [fixed and regular components]		
Basic Salary	32240	386878
House Rent Allowance	10747	128959
Conveyance Allowance	5373	64480
Children Educational Allowance	2687	32240
Medical Allowance	2687	32240
Gross Total [A]	**53733**	**644796**
Statutory benefits		
PF - Employer contribution	1800	21600
Gratuity (4.81%)	1551	18612
Medical Reimbursement	1250	15000
Total **[B]**	**4601**	**55212**
TOTAL CTC [A+B]	**58334**	**700008**
Deductions [Monthly]		
PF - Employee contribution	1800	21600
Professional Tax	200	2400
Total **[C]**	**2000**	**24000**

You are eligible for Leave encashment/ gratuity/Insurance as per policies/ acts

AUTHORIZED SIGNATORY

Registered Office :

Tirumala Milk Products Private Limited

New No.75/8, Old No.1418/2B, 200 Feet Ring Road, Thirumalai Nagar Extn., Ponniammanmedu, Chennai - 600 110, TN, India.
Phone: +91 44 3023 3400 Email: cs@tirumalamilk.com Web: www.tirumalamilk.com
CIN: U15209TN1998PTC102741

ANIK MILK PRODUCTS PVT. LTD.

Correspondence Address:
2/1, South Tukoganj, Behind High Court, Indore - 452001,
Phone: +91 731 4018009 Email: contacts@anikdairy.com

ANIK | Sourabh

OFFER LETTER

Date: 2nd January 2018

To

Ms Soumya Singh
No.262, Sec-9,
Avas Vikas Colony, Sikandra,
Agra - 282007.

Dear Ms Soumya Singh

With reference to the interviews and final interactions you had with us **21st December 2017,** we are glad to offer you the position **Management Trainee-Logistics** in our organization. In this new assignment you will report to Mr Ajit Panda – Sales Manager.

You will be posted in our **Etah Sales Office - Etah.** However you are liable to transfer to any of the locations existing by the organization, at any time based on the exigencies.

You have to report us on or before **12th March 2018,** for your Joining Formalities, you will be under Probation for the period of One year. Incase if you are intended to leave our Organization at any point of your service, you have to provide One Month Notice Period, It is mandatory as per our Organization.

On joining you should report to HR department along with the following original documents and one of photocopies.

1. All your Credential Certificates – Original/ Photocopies
2. Experience/ Relieving order from previous employments and last three months' pay slip (if any)
3. Passport size photographs 4 Nos.
4. Bank Account details – a copy of Pass book / Cheque leaf.
5. PAN card
6. Address & ID Proof – Original/Photocopy
7. Medical Fitness Certificate from Registered Doctor.

Please sign the duplicate copy of this and send us back as token of your acceptance.

Best wishes,

For **Anik Milk Products Pvt. Ltd**

Authorized Signatory

ANIK MILK PRODUCTS PVT. LTD.

Correspondence Address:
2/1, South Tukoganj, Behind High Court, Indore - 452001,
Phone: +91 731 4018009 Email: contacts@anikdairy.com

ANIK | Sourabh

2nd January 2018

ANNEXTURE - A

Anik Milk Products Pvt Ltd

Annual Compensation break-up in Rs.

Name	Soumya Singh	
Designation	Trainee	
Position	Management Trainee	
Location	Etah Sales Office	
Region	Etah	
COMPONENTS	**MONTHLY GROSS**	**ANNUAL CTC**
Gross Salary [fixed and regular components]		
Basic Salary	32240	386878
House Rent Allowance	10747	128959
Conveyance Allowance	5373	64480
Children Educational Allowance	2687	32240
Medical Allowance	2687	32240
Gross Total [A]	**53733**	**644796**
Statutory benefits		
PF - Employer contribution	1800	21600
Gratuity (4.81%)	1551	18612
Medical Reimbursement	1250	15000
Total **[B]**	**4601**	**55212**
TOTAL CTC [A+B]	**58334**	**700008**
Deductions [Monthly]		
PF - Employee contribution	1800	21600
Total Deductions	**1800**	**21600**

You are eligible for Leave encashment/ gratuity/Insurance as per policies/ acts

AUTHORIZED SIGNATORY

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

Privileged & Confidential

12-April-2018

Yogesh Jhunjhunwala,
Howrah

OFFER LETTER

Dear Yogesh Jhunjhunwala,

We are pleased to offer you the position of **MT - Retail U/W** at the level of **Management Trainee** in **Ins Underwriting** department subject to the following terms and conditions:

1. This offer remains subject to the terms of the appointment letter to be executed by you on the day of joining and to the procedures, policies, benefits and other terms of **Magma HDI General Ins. Co. Ltd**, which will be provided to you at the time of your joining or communicated to you from time to time.
2. You will be based at **Mumbai** and will be reporting to **Head - Retail U/W**.
3. A detailed break-up of your compensation is in the attached **Annexure II**. The compensation including variable pay of any kind shall be subject to tax deducted at source as per the applicable tax laws.
4. This offer is subject to verification of your credentials and background, completion of all necessary documentation and reference check to our satisfaction.
5. At the time of joining, or within 3 days of receipt of this offer, you are requested to submit the documents listed in **Appendix A**.
6. You acknowledge that no prior verbal or prior written agreements, prior promises or representations that are not specifically stated in this offer will be binding on us.
7. This document is privileged and confidential. You will maintain confidentiality and secrecy and will not disclose any of the contents of this offer to any third party.
8. You are advised to revert with your acceptance by way of an email to **sayani.chatterjee@magma.co.in,** failing which, this offer will expire.

We look forward to long lasting and mutual beneficial relationship and are confident that your abilities will play a key role in our company.

Yours sincerely,
For Magma HDI General Ins. Co. Ltd

Debapratim Guha

Debapratim Guha
Business Partner-Insu-HR HO

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter:

_____
Yogesh Jhunjhunwala

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

ANNEXURE I

Role & Reporting	**MT - Retail U/W.** You will report to **Head - Retail U/W.**
Fixed Pay	INR **5,50,008/-** per annum, including all Retrials and Flexible Pay. The details break up of Fixed Pay is given in Annexure II.
Expected Date of Joining	**16-April-2018** or earlier.
Salary Revision	You will be eligible for next revision in **April, 2019.**

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter and hereby authorize the company to commence my background verification based on documents submitted as mentioned in Appendix A.

Yogesh Jhunjhunwala

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

APPENDIX A

If not provided, please carry the following documents on the day of your joining:

No.	Particulars	No. of Copies
1	Relieving letter / accepted resignation letter / experience letter from last company.	One
2	Educational Documents – Final Year Mark Sheets for 10th & 12th Standard, Graduation & Post-Graduation (if any).	One Each
3	Aadhaar and Pan Card.	One Each
4	Colored Passport size Photographs.	Two
5	Accepted & Signed Copy of Offer Letter	One
6	Cancelled cheque leaf of your saving bank account with any of the following banks : SBI/ICICI/ AXIS/ Kotak/HDFC Bank. New bank account to be opened, in case you do not have any account with any of the above mentioned banks.	One

Please note that first month's salary is subject to documents above being submitted.

Note: *Post joining, a standard appointment letter will be issued to you to replace this Letter of Offer.*

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Annexure II

Components	Annualized (INR)
Basic	2,20,008
House Rent Allowance	88,008
Conveyance Allowance	19,200
Special Allowance	1,52,484
Medical Reimbursement	15,000
Annual Bonus	18,324
Provident Fund	26,400
Gratuity	10,584
Total Fixed Pay	**5,50,008**
Total Cost to company(CTC)	**5,50,008**

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Dakshita Sharma,
B-12, Vishnu Garden,
Part-1, Delhi- 110018

Dear **Ms. Dakshita,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – HL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Mumbai,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the

annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof**. The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

RELIANCE HOME FINANCE

viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

ANIK MILK PRODUCTS PVT. LTD.

Correspondence Address:
2/1, South Tukoganj, Behind High Court, Indore - 452001,
Phone: +91 731 4018009 Email: contacts@anikdairy.com

ANIK | Sourabh

OFFER LETTER

Date: 2nd January 2018

To

Mr Sahil R Khanna
No.177 C A Road, Opp Petrol Pump,
Wardhaman Nagar,
Bhandewadi Nagpur,
Maharashtra - 440008.

Dear Mr Sahil R Khanna

With reference to the interviews and final interactions you had with us **21st December 2017,** we are glad to offer you the position **Management Trainee- Logistics** in our organization. In this new assignment you will report to Mr Ajit Panda – Sales Manager.

You will be posted in our **Sales Office - Dewas.** However you are liable to transfer to any of the locations existing by the organization, at any time based on the exigencies.

You have to report us on or before **12th March 2018,** for your Joining Formalities, you will be under Probation for the period of One year. Incase if you are intended to leave our Organization at any point of your service, you have to provide One Month Notice Period, It is mandatory as per our Organization.

On joining you should report to HR department along with the following original documents and one of photocopies.

1. All your Credential Certificates – Original/ Photocopies
2. Experience/ Relieving order from previous employments and last three months' pay slip (if any)
3. Passport size photographs 4 Nos.
4. Bank Account details – a copy of Pass book / Cheque leaf.
5. PAN card
6. Address & ID Proof – Original/Photocopy
7. Medical Fitness Certificate from Registered Doctor.

Please sign the duplicate copy of this and send us back as token of your acceptance.

Best wishes,

For **Anik Milk Products Pvt. Ltd**

Authorized Signatory

ANIK MILK PRODUCTS PVT. LTD.

Correspondence Address:
2/1, South Tukoganj, Behind High Court, Indore - 452001,
Phone: +91 731 4018009 Email: contacts@anikdairy.com

ANIK | Sourabh

2nd January 2018

ANNEXTURE - A

Anik Milk Products Pvt Ltd **Annual Compensation break-up in Rs.**		
Name	Sahil R Khanna	
Designation	Trainee	
Position	Management Trainee	
Location	Sales Office	
Region	Dewas	
COMPONENTS	**MONTHLY GROSS**	**ANNUAL CTC**
Gross Salary [fixed and regular components]		
Basic Salary	32240	386878
House Rent Allowance	10747	128959
Conveyance Allowance	5373	64480
Children Educational Allowance	2687	32240
Medical Allowance	2687	32240
Gross Total [A]	**53733**	**644796**
Statutory benefits		
PF - Employer contribution	1800	21600
Gratuity (4.81%)	1551	18612
Medical Reimbursement	1250	15000
Total **[B]**	**4601**	**55212**
TOTAL CTC [A+B]	**58334**	**700008**
Deductions [Monthly]		
PF - Employee contribution	3869	46426
Professional Tax	208	2496
Total Deduction	**4077**	**48922**

You are eligible for Leave encashment/ gratuity/Insurance as per policies/ acts

AUTHORIZED SIGNATORY

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

Privileged & Confidential

12-April-2018

Shachi Gupta,
Ferozabad

OFFER LETTER

Dear Shachi Gupta,

We are pleased to offer you the position of **MT - Reinsurance U/W** at the level of **Management Trainee** in **Ins Underwriting** department subject to the following terms and conditions:

1. This offer remains subject to the terms of the appointment letter to be executed by you on the day of joining and to the procedures, policies, benefits and other terms of **Magma HDI General Ins. Co. Ltd**, which will be provided to you at the time of your joining or communicated to you from time to time.
2. You will be based at **Mumbai** and will be reporting to **SME - Reinsurance U/W**.
3. A detailed break-up of your compensation is in the attached **Annexure II**. The compensation including variable pay of any kind shall be subject to tax deducted at source as per the applicable tax laws.
4. This offer is subject to verification of your credentials and background, completion of all necessary documentation and reference check to our satisfaction.
5. At the time of joining, or within 3 days of receipt of this offer, you are requested to submit the documents listed in **Appendix A**.
6. You acknowledge that no prior verbal or prior written agreements, prior promises or representations that are not specifically stated in this offer will be binding on us.
7. This document is privileged and confidential. You will maintain confidentiality and secrecy and will not disclose any of the contents of this offer to any third party.
8. You are advised to revert with your acceptance by way of an email to **sayani.chatterjee@magma.co.in,** failing which, this offer will expire.

We look forward to long lasting and mutual beneficial relationship and are confident that your abilities will play a key role in our company.

Yours sincerely,
For Magma HDI General Ins. Co. Ltd

Debapratim Guha

Debapratim Guha
Business Partner-Insu-HR HO

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter:

_____
Shachi Gupta

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

ANNEXURE I

Role & Reporting	**MT - Reinsurance U/W.** You will report to **SME - Reinsurance U/W.**
Fixed Pay	INR **5,50,008/-** per annum, including all Retrials and Flexible Pay. The details break up of Fixed Pay is given in Annexure II.
Expected Date of Joining	**16-April-2018** or earlier.
Salary Revision	You will be eligible for next revision in **April, 2019.**

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter and hereby authorize the company to commence my background verification based on documents submitted as mentioned in Appendix A.

_____

Shachi Gupta

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

APPENDIX A

If not provided, please carry the following documents on the day of your joining:

No.	Particulars	No. of Copies
1	Relieving letter / accepted resignation letter / experience letter from last company.	One
2	Educational Documents – Final Year Mark Sheets for 10th & 12th Standard, Graduation & Post-Graduation (if any).	One Each
3	Aadhaar and Pan Card.	One Each
4	Colored Passport size Photographs.	Two
5	Accepted & Signed Copy of Offer Letter	One
6	Cancelled cheque leaf of your saving bank account with any of the following banks : SBI/ICICI/ AXIS/ Kotak/HDFC Bank. New bank account to be opened, in case you do not have any account with any of the above mentioned banks.	One

Please note that first month's salary is subject to documents above being submitted.

Note: *Post joining, a standard appointment letter will be issued to you to replace this Letter of Offer.*

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
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Sion East, Mumbai -400022
Phone : 022-67284800

Annexure II

Components	Annualized (INR)
Basic	2,20,008
House Rent Allowance	88,008
Conveyance Allowance	19,200
Special Allowance	1,52,484
Medical Reimbursement	15,000
Annual Bonus	18,324
Provident Fund	26,400
Gratuity	10,584
Total Fixed Pay	**5,50,008**
Total Cost to company(CTC)	**5,50,008**

HYDERABAD
Plot No. 388-A, Devakrupa Building, Road No.22,
Jubilee Hills, Hyderabad - 500 033
Phone: +91 40 2355 6922

BENGALURU
No.106, Level 2, Sufiya Elite, #18,
Cunningham Road, Bengaluru - 560 052

www.laalsa.com

14th April 2018

Ms. Juhi Tayal,
Khalpara, Siliguri,
West Bengal, 734005

Mobile: 9832431795
Email: juhitayal93@gmail.com

Dear Juhi Tayal,

Sub: Offer Letter

Further to your recent interview you had with us in our Hyderabad office, we are pleased to offer you the position of **"Management Trainee - Sales"** with us.

Your training period would be six months in **'Sales Function'** from the date of your joining. Your training period may be extended for further period. After successful completion of your training, you will be taken at a suitable position based on your performance and target achievement during training period under the sole discretion of the management.

General Terms & Conditions of Training:

During the training period, you will devote your full abilities to the performance and carry out all duties and responsibilities as assigned to you and should comply with the company's Policies and Procedures in force or as prescribed from time to time.

Company has the right to terminate your Training Program without assigning any reason what so ever by serving 21 days of notice in advance. You may resign from Management Trainee position by serving 21 days of notice in advance.

Your job is transferable on temporary/permanent basis across all locations of the company or its subsidiaries/associate companies.

You will be governed by the Rules and Regulations of employment of the company.

In order to fulfill joining process you may provide photocopies of following documents on joining date:

- 2 recent color passport size photographs
- Date of Birth Certificate / SSC Certificate
- Last Earned Degree Certificate (Provisional / Consolidated Mark sheet)
- Photo ID proof
- Address proof

HYDERABAD
Plot No. 388-A, Devakrupa Building, Road No.22,
Jubilee Hills, Hyderabad - 500 033
Phone: +91 40 2355 6922

BENGALURU
No.106, Level 2, Sufiya Elite, #18,
Cunningham Road, Bengaluru - 560 052

www.laalsa.com

Your CTC shall not be more than **Rs. 6,00,000.00** p/a (Rupees Six Lakhs Only) which comprises of **Rs. 4,50,000/-** fixed pay and **Rs. 1,50,000/-** Variable pay on achievement of prescribed targets payable on annual basis (April to March). Minimum eligibility for variable pay would be 80% of target achievement and the maximum would be 125%.

Details of your CTC is as under:

Cost To Company		
Details	**Monthly**	**Annual**
Basic 40 % of Gross	15,000	180,000
HRA @ 40% of Basic	6,000	72,000
Mobile & Data Allowance	1,000	12,000
Local Conveyance	1,600	19,200
Special Allowance	13,900	166,800
Gross Salary	37,500	**4,50,000**
Less : Deductions		
PF	3,600	43,200
Professional Tax	200	2,400
Total Deductions	**3,800**	**45,600**
Net salary	**33,700**	**4,04,400**
Gratuity	616	7,397
Net salary Payable	**33,084**	**397,003**
Total Annual Variable Payout at 100%		150000
Total CTC		**6,00,000**

Deductions:

Your compensation package will be subjects to various deductions as mentioned hereunder:

- Professional Tax
- TDS as per Income Tax Rules, 1962
- Provident Fund
- Any other tax levied by Government of India from time to time

Your date of joining would be **16th of April 2018** (Monday) at Hyderabad and you will undergo initial class room based training program. Your base location would be intimated post training.

Please sign and return a copy of this letter to us as token of your acceptance of the offer.

Yours Sincerely,
for **Laalsa Business Logistics Pvt. Ltd.**

Authorized Signatory

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

14-April-2018

Privileged & Confidential

Nitesh Kumar Bhardwaj,
Navi Mumbai

OFFER LETTER

Dear Nitesh Kumar Ramesh Kumar Bhardwaj,

We are pleased to offer you the position of **MT - Operation Ins** at the level of **Management Trainee** in **Ins Operation** department subject to the following terms and conditions:

1. This offer remains subject to the terms of the appointment letter to be executed by you on the day of joining and to the procedures, policies, benefits and other terms of **Magma HDI General Ins. Co. Ltd**, which will be provided to you at the time of your joining or communicated to you from time to time.
2. You will be based at **Mumbai** and will be reporting to **Head Operation - Insurance**.
3. A detailed break-up of your compensation is in the attached **Annexure II**. The compensation including variable pay of any kind shall be subject to tax deducted at source as per the applicable tax laws.
4. This offer is subject to verification of your credentials and background, completion of all necessary documentation and reference check to our satisfaction.
5. At the time of joining, or within 3 days of receipt of this offer, you are requested to submit the documents listed in **Appendix A.**
6. You acknowledge that no prior verbal or prior written agreements, prior promises or representations that are not specifically stated in this offer will be binding on us.
7. This document is privileged and confidential. You will maintain confidentiality and secrecy and will not disclose any of the contents of this offer to any third party.
8. You are advised to revert with your acceptance by way of an email to **sayani.chatterjee@magma.co.in**, failing which, this offer will expire.

We look forward to long lasting and mutual beneficial relationship and are confident that your abilities will play a key role in our company.

Yours sincerely,
For Magma HDI General Ins. Co. Ltd

Debapratim Guha

Debapratim Guha
Business Partner-Insu-HR HO

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter:

Nitesh Kumar Ramesh Kumar Bhardwaj

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

ANNEXURE I

Role & Reporting	**MT - Operation Ins.** You will report to **Head Operation - Insurance.**
Fixed Pay	INR **5,50,008/-** per annum, including all Retrials and Flexible Pay. The details break up of Fixed Pay is given in Annexure II.
Expected Date of Joining	**16-April-2018** or earlier.
Salary Revision	You will be eligible for next revision in **April, 2019.**

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter and hereby authorize the company to commence my background verification based on documents submitted as mentioned in Appendix A.

Nitesh Kumar Ramesh Kumar Bhardwaj

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

APPENDIX A

If not provided, please carry the following documents on the day of your joining:

No.	Particulars	No. of Copies
1	Relieving letter / accepted resignation letter / experience letter from last company.	One
2	Educational Documents – Final Year Mark Sheets for 10th & 12th Standard, Graduation & Post-Graduation (if any).	One Each
3	Aadhaar and Pan Card.	One Each
4	Colored Passport size Photographs.	Two
5	Accepted & Signed Copy of Offer Letter	One
6	Cancelled cheque leaf of your saving bank account with any of the following banks : SBI/ICICI/ AXIS/ Kotak/HDFC Bank. New bank account to be opened, in case you do not have any account with any of the above mentioned banks.	One

Please note that first month's salary is subject to documents above being submitted.

Note: Post joining, a standard appointment letter will be issued to you to replace this Letter of Offer.

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

Annexure II

Components	Annualized (INR)
Basic	2,20,008
House Rent Allowance	88,008
Conveyance Allowance	19,200
Special Allowance	1,52,484
Medical Reimbursement	15,000
Annual Bonus	18,324
Provident Fund	26,400
Gratuity	10,584
Total Fixed Pay	5,50,008
Total Cost to company(CTC)	5,50,008

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

Privileged & Confidential

12-April-2018

Ankita .,
Panipat

OFFER LETTER

Dear Ankita .,

We are pleased to offer you the position of **MT - Finance** at the level of **Management Trainee** in **Ins Finance** department subject to the following terms and conditions:

1. This offer remains subject to the terms of the appointment letter to be executed by you on the day of joining and to the procedures, policies, benefits and other terms of **Magma HDI General Ins. Co. Ltd**, which will be provided to you at the time of your joining or communicated to you from time to time.
2. You will be based at **Mumbai** and will be reporting to **Team Lead - MIS**.
3. A detailed break-up of your compensation is in the attached **Annexure II**. The compensation including variable pay of any kind shall be subject to tax deducted at source as per the applicable tax laws.
4. This offer is subject to verification of your credentials and background, completion of all necessary documentation and reference check to our satisfaction.
5. At the time of joining, or within 3 days of receipt of this offer, you are requested to submit the documents listed in **Appendix A**.
6. You acknowledge that no prior verbal or prior written agreements, prior promises or representations that are not specifically stated in this offer will be binding on us.
7. This document is privileged and confidential. You will maintain confidentiality and secrecy and will not disclose any of the contents of this offer to any third party.
8. You are advised to revert with your acceptance by way of an email to **sayani.chatterjee@magma.co.in,** failing which, this offer will expire.

We look forward to long lasting and mutual beneficial relationship and are confident that your abilities will play a key role in our company.

Yours sincerely,
For Magma HDI General Ins. Co. Ltd

Debapratim Guha

Debapratim Guha
Business Partner-Insu-HR HO

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter:

_____

Ankita .

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

ANNEXURE I

Role & Reporting	**MT - Finance.** You will report to **Team Lead - MIS.**
Fixed Pay	INR **5,50,008/-** per annum, including all Retrials and Flexible Pay. The details break up of Fixed Pay is given in Annexure II.
Expected Date of Joining	**16-April-2018** or earlier.
Salary Revision	You will be eligible for next revision in **April, 2019.**

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter and hereby authorize the company to commence my background verification based on documents submitted as mentioned in Appendix A.

_____

Ankita .

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

APPENDIX A

If not provided, please carry the following documents on the day of your joining:

No.	Particulars	No. of Copies
1	Relieving letter / accepted resignation letter / experience letter from last company.	One
2	Educational Documents – Final Year Mark Sheets for 10th & 12th Standard, Graduation & Post-Graduation (if any).	One Each
3	Aadhaar and Pan Card.	One Each
4	Colored Passport size Photographs.	Two
5	Accepted & Signed Copy of Offer Letter	One
6	Cancelled cheque leaf of your saving bank account with any of the following banks : SBI/ICICI/ AXIS/ Kotak/HDFC Bank. New bank account to be opened, in case you do not have any account with any of the above mentioned banks.	One

Please note that first month's salary is subject to documents above being submitted.

Note: *Post joining, a standard appointment letter will be issued to you to replace this Letter of Offer.*

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

Annexure II

Components	Annualized (INR)
Basic	2,20,008
House Rent Allowance	88,008
Conveyance Allowance	19,200
Special Allowance	1,52,484
Medical Reimbursement	15,000
Annual Bonus	18,324
Provident Fund	26,400
Gratuity	10,584
Total Fixed Pay	**5,50,008**
Total Cost to company(CTC)	**5,50,008**

MAGMA HDI
General Insurance Company Ltd.

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Sion East, Mumbai -400022
Phone : 022-67284800

Privileged & Confidential

12-April-2018

Arkojyoti Sen,
Kolkata

OFFER LETTER

Dear Arkojyoti Sen,

We are pleased to offer you the position of **MT - Reinsurance U/W** at the level of **Management Trainee** in **Ins Underwriting** department subject to the following terms and conditions:

1. This offer remains subject to the terms of the appointment letter to be executed by you on the day of joining and to the procedures, policies, benefits and other terms of **Magma HDI General Ins. Co. Ltd**, which will be provided to you at the time of your joining or communicated to you from time to time.
2. You will be based at **Mumbai** and will be reporting to **SME - Reinsurance U/W**.
3. A detailed break-up of your compensation is in the attached **Annexure II**. The compensation including variable pay of any kind shall be subject to tax deducted at source as per the applicable tax laws.
4. This offer is subject to verification of your credentials and background, completion of all necessary documentation and reference check to our satisfaction.
5. At the time of joining, or within 3 days of receipt of this offer, you are requested to submit the documents listed in **Appendix A**.
6. You acknowledge that no prior verbal or prior written agreements, prior promises or representations that are not specifically stated in this offer will be binding on us.
7. This document is privileged and confidential. You will maintain confidentiality and secrecy and will not disclose any of the contents of this offer to any third party.
8. You are advised to revert with your acceptance by way of an email to **sayani.chatterjee@magma.co.in**, failing which, this offer will expire.

We look forward to long lasting and mutual beneficial relationship and are confident that your abilities will play a key role in our company.

Yours sincerely,
For Magma HDI General Ins. Co. Ltd

Debapratim Guha

Debapratim Guha
Business Partner-Insu-HR HO

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter:

_____
Arkojyoti Sen

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

ANNEXURE I

Role & Reporting	**MT - Reinsurance U/W.** You will report to **SME - Reinsurance U/W.**
Fixed Pay	INR **5,50,008/-** per annum, including all Retrials and Flexible Pay. The details break up of Fixed Pay is given in Annexure II.
Expected Date of Joining	**16-April-2018** or earlier.
Salary Revision	You will be eligible for next revision in **April, 2019.**

ACCEPTANCE

I accept this offer of employment with the Company under the terms set forth in this offer letter and hereby authorize the company to commence my background verification based on documents submitted as mentioned in Appendix A.

_____

Arkojyoti Sen

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
Off Eastern Express Highway, On the IMAX Dome
Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

APPENDIX A

If not provided, please carry the following documents on the day of your joining:

No.	Particulars	No. of Copies
1	Relieving letter / accepted resignation letter / experience letter from last company.	One
2	Educational Documents – Final Year Mark Sheets for 10th & 12th Standard, Graduation & Post-Graduation (if any).	One Each
3	Aadhaar and Pan Card.	One Each
4	Colored Passport size Photographs.	Two
5	Accepted & Signed Copy of Offer Letter	One
6	Cancelled cheque leaf of your saving bank account with any of the following banks : SBI/ICICI/ AXIS/ Kotak/HDFC Bank. New bank account to be opened, in case you do not have any account with any of the above mentioned banks.	One

Please note that first month's salary is subject to documents above being submitted.

Note: *Post joining, a standard appointment letter will be issued to you to replace this Letter of Offer.*

MAGMA HDI
General Insurance Company Ltd.

Head Office : 401, 4th Floor, Rustomjee Aspiree,
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Theatre Road, Everard Nagar,
Sion East, Mumbai -400022
Phone : 022-67284800

Annexure II

Components	Annualized (INR)
Basic	2,20,008
House Rent Allowance	88,008
Conveyance Allowance	19,200
Special Allowance	1,52,484
Medical Reimbursement	15,000
Annual Bonus	18,324
Provident Fund	26,400
Gratuity	10,584
Total Fixed Pay	**5,50,008**
Total Cost to company(CTC)	**5,50,008**

MARUTI SUZUKI
Way of Life!

No.: MSILG/TAQ/MBA/543151 10-Apr-2018

SMRITI MISHRA
ICFAI Business School, Hyderabad

Dear SMRITI

Congratulations and Welcome to Maruti Suzuki family!

This has reference to the selection process conducted at your campus; we are pleased to offer you an appointment on the terms and conditions mentioned in Annexure –I to this letter.

Designation: Assistant Manager

You are requested to report for joining at **Maruti Suzuki India Limited, Gurgaon Plant**
Date: 10-May-2018
Time: 0900 hrs.

In case you need any clarification on the subject, you may contact the undersigned or my colleague at Akash.Gupta@maruti.co.in.

We look forward to have you with us in Team Maruti Suzuki.

Best Wishes

PVKrishna

PV Krishna
General Manager - HR
Email Id: krishnapv@maruti.co.in

Smriti Mishra

MARUTI SUZUKI
Way of Life!

Private and Confidential

Name : Ms. Smriti Mishra
Designation : AM
College : ICFAI Business School (IBS) - Hyderabad

Annual Total Remuneration w.e.f. 10-May-2018			
Sno	**HEAD DESCRIPTION**	**Monthly (Rs.)**	**Annual (Rs.)**
1	Basic Pay	22,700	272,400
2	Flexi Pay	40,051	480,616
3	Retirals	3,915	46,984
Annual Total Remuneration		**66,667**	**800,000**

Flexi Pay Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Housing (HRA / Lease)	11,350	136,200
Uniform Maintenance	2,000	24,000
Medical Domicillary	1,250	15,000
LTA (One Month Basic Pay)	1,892	22,700
Children Edu. Allowance	200	2,400
Conveyance Reimbursement	2,000	24,000
Balance Flexi Pay	21,360	256,316
Total	**40,051**	**480,616**

Retiral Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Provident Fund**	2,724	32,688
Gratuity#	1,091	13,096
Superannuation Fund	100	1,200
Total	**3,915**	**46,984**

** PF Contribution is payable only on Basic Pay @ 12%.
# The actual gratuity payment will be determined in line with the Payment of Gratuity Act and as per Company policy

MARUTI SUZUKI
Way of Life!

No.: MSILG/TAQ/MBA/543152 10-Apr-2018

Anupam Bansal
ICFAI Business School, Hyderabad

Dear Anupam

Congratulations and Welcome to Maruti Suzuki family!

This has reference to the selection process conducted at your campus; we are pleased to offer you an appointment on the terms and conditions mentioned in Annexure –I to this letter.

Designation: Assistant Manager

You are requested to report for joining at **Maruti Suzuki India Limited, Gurgaon Plant**
Date: 10-May-2018
Time: 0900 hrs.

In case you need any clarification on the subject, you may contact the undersigned or my colleague at Akash.Gupta@maruti.co.in.

We look forward to have you with us in Team Maruti Suzuki.

Best Wishes

PV Krishna
General Manager - HR
Email Id: krishnapv@maruti.co.in

MARUTI SUZUKI
Way of Life!

ANNEXURE - I

TERMS & CONDITIONS OF OFFER OF APPOINTMENT IN MSIL IN RESPECT OF
Anupam Bansal

01. Your remuneration package during the training period in MSIL on joining is as indicated in Annexure-II (To be shared separately).

02. This offer is subject to your being found medically fit as per MSIL norms. Candidates having any medical problem including color-blindness will be treated as UNFIT and they will not be allowed to join duty in MSIL.

    You are accordingly required to go for pathological/medical tests at any of the Medical Institutions as indicated in the List of medical centers and present yourself before CMO, MSIL for medical examination along with:
    i. All reports of pathological/medical tests
    ii. A passport size color photograph
    iii. Your appointment letter

03. You will be on probation for a period of twelve months from the date of your joining and this period may be extended to such further period or periods as may be considered necessary by the company. You will not be deemed as confirmed in this post unless you are intimated to that effect in writing by the company.

04. Your confirmation in appointment will be subject to your satisfactory performance on your job.

05. During the period of probation your services are liable to be terminated without assigning any reason whatsoever, by giving you one month notice or one month pay in lieu thereof.

06. In case of your resignation from the services of the company during the period of your probation, you will be required to give one month notice or pay in lieu thereof or for the period falling short of the prescribed notice period.

07. The company, however, reserves the right not to accept an employee's resignation if the circumstances so warrant i.e. if any disciplinary proceedings are pending or a decision has been taken by the competent authority to issue a charge sheet to him/her.

08. On confirmation, your services are liable to be terminated by giving three months' notice by either party or pay in lieu of such notice or in case of shorter notice, same for the period falling short of the prescribed three months period.

(Signature of Candidate)

09. On attaining the age 58 years you shall be retired from the services and you shall have no claim to be continued in the services of the company thereafter.

10. You will be governed by provisions of **'Code of Business Conduct & Ethics'**, applicable rules & regulations and all other standing instructions of the company which are now in force and which will be framed in future for employees of your category. Your acceptance of this appointment offer carries with it your agreement to abide by all such Rules, Regulations, Orders, etc.

11. You will be liable to be transferred depending upon the exigencies of workload, business development, changes in production pattern etc., from one work-station, shop, section, department or job to another or to a future unit/ establishment of the Company anywhere in India or abroad where the company may have any business and in such an event be governed by the terms and conditions of services applicable at that department, section, unit/ establishment subject to the condition that your pay and grade are not adversely affected.

12. In consideration of remuneration paid to you by Maruti Suzuki India Limited, you shall assign to the company or its assignees every right, title and interest in and to any invention that you may make during or as a result of your employment, relating to company's products and methods of manufacture. You shall also observe and perform and do all necessary to secure to the company or its successors, to such invention and improvements including patents in foreign countries.

13. You shall not divulge or pass on any information, knowledge etc. which may come into your possession during your service in the company connected with the business of the company to any outside person, company or agency without the prior written consent of the company.

14. The terms and conditions confirmed herein above will continue to apply to the appointee, if during his/her tenure of service in the company, he/she is appointed to another post and/or any other scale of pay by order under the company.

15. If any declaration given or information furnished by you in connection with your employment either at the time or before seeking employment or later at any stage in the Company, proves to be false or if you are found to have willfully suppressed or withheld any material information, you will be liable to removal from service forthwith, without notice or such other actions as the Company may deem necessary.

16. In case you are employed in a Govt./ Public Sector Undertaking you shall join this post with no lien whatsoever in the previous post/ organization.

17. For your travel undertaken for joining the services of our Company, you will be reimbursed only inland expenses for self and family consisting of dependent spouse and children as per MSIL rules.

(Signature of Candidate)

MARUTI SUZUKI
Way of Life!

Anupam Bansal

18. Please maintain strict confidentiality of your salary and all other benefits. Any disclosure of your salary and benefits by you to any one without the permission of the competent authority will be viewed very seriously by the company.

19. Future revision of your salary and benefits and annual increases will be decided based on your performance.

20. At the time of joining, you are required to submit the following documents in original along with an attested photocopy of each. The originals will be returned to you after verification:
    i. Documents/Certificates in support of all your claims as to your Educational/professional qualifications, Experience, Salary particulars, Age/Date of birth and your claim of being a SC/ST etc., if any.SC/ST certificate, previous experience, if any, etc.
    ii. Relieving certificate from your immediate past employer (if any)
    iii. Ten copies of your recent passport size color photographs.
    iv. A medical fitness certificate as stated above

PV Krishna
General Manager
Talent Acquisition

(Signature of Candidate)

MARUTI SUZUKI
Way of Life!

Private and Confidential

Name : Mr. Anupam Bansal
Designation : AM
College : ICFAI Business School (IBS) - Hyderabad

Annual Total Remuneration w.e.f. 10-May-2018			
Sno	**HEAD DESCRIPTION**	**Monthly (Rs.)**	**Annual (Rs.)**
1	Basic Pay	25,100	301,200
2	Flexi Pay	43,498	521,975
3	Retirals	4,319	51,825
Annual Total Remuneration		**72,917**	**875,000**

Flexi Pay Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Housing (HRA / Lease)	12,550	150,600
Uniform Maintenance	2,000	24,000
Medical Domicillary	1,250	15,000
LTA (One Month Basic Pay)	2,092	25,100
Children Edu. Allowance	200	2,400
Conveyance Reimbursement	2,000	24,000
Balance Flexi Pay	23,406	280,875
Total	**43,498**	**521,975**

Retiral Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Provident Fund**	3,012	36,144
Gratuity#	1,207	14,481
Superannuation Fund	100	1,200
Total	**4,319**	**51,825**

** PF Contribution is payable only on Basic Pay @ 12%.
# The actual gratuity payment will be determined in line with the Payment of Gratuity Act and as per Company policy

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 26th March 2018

Ms. Ayushi Saxena,
18, Ravikunj Bungalows ,
IOC Road, Chankheda,
Gandhinagar, Ahmedabad
Gujarat 382424

Dear Ms. Ayushi,

With reference to our offer dated **26th March 2018** *and your subsequent acceptance of the same, we are pleased to appoint you as* **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – AHL** *in the Grade* **MT**. *Your date of joining is* **26th March 2018**. *The following terms and conditions will be applicable to you:*

01. PLACE OF POSTING:

Your posting will be at **Surat,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

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You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

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07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. During the tenure of your employment, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

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RELIANCE HOME FINANCE

viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME:

SIGNATURE: DATE:

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: 26th February 2018

Dear Ponnala Rithika,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager ->Associate Research Director-> Research Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Mordor Intelligence LLP HYD

Rithika
1/02/2018

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Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Rithika
26/02/2018

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Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad, Telangana - 500032

Salary Package

	Monthly	Annually
Basic	20,833	249,996
HRA	8,333	99,996
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Leave Travel Allowance	1,000	12,000
Special Allowance	4,015	48,183
Provident Fund (Company's Contribution)	2635.37	31,624
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

Notes:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/Cancellation of your employment with Mordor Intelligence.
- The Performance Bonus will be paid out quarterly based on the set metrics.
- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Rithika
26/02/2018

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Hyderabad

Date: February 26th, 2018

Dear Priyadarshini Mily Panda,

It gives me great pleasure to inform you of your appointment as **Business Development Executive** at Mordor Intelligence LLP. I believe you will play a crucial role in helping accomplish our goal of leading the industry in 5 years. Welcome to the Mordor family.

As a Business Development Executive, your responsibilities include but are not limited to:

- Consistently achieving your monthly or quarterly targets.
- Strict adherence to the CRM.
- Collaborating well with all stakeholders involved in the sales process (research, editorial, formatting etc.)
- Consistently providing clear need-solution fit for client requirements.
- Maintaining excellent client relationship with existing and potential clients.

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Mordor Intelligence LLP HYD

Priyadarshini
26.2.18

Salary: Your total CTC will be 600,000/- (Six Lakh Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Bhardwaj Obula Reddy
Chief Executive Officer

Chief Executive Officer| Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Priyadarshini
26.2.18

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Salary Breakup

	Monthly	Annually
Basic	18,750	225,000
HRA	7,500	90,000
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Special Allowance	4,028	48,338
Provident Fund (Company's Contribution)	2371.875	28,463
Monthly Pay	37,500	
Performance Bonus		150,000
CTC		600,000

Note:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/cancellation of your employment with Mordor Intelligence without notice or payment in lieu.
- The Performance Bonus will be paid out quarterly based on the set metrics.
- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Priyadarshini 26.2.18

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MARUTI SUZUKI
Way of Life!

No.: MSILG/TAQ/MBA/543150

10-Apr-2018

Shobha Yadav
ICFAI Business School, Hyderabad

Dear Shobha

Congratulations and Welcome to Maruti Suzuki family!

This has reference to the selection process conducted at your campus; we are pleased to offer you an appointment on the terms and conditions mentioned in Annexure –I to this letter.

Designation: Assistant Manager

You are requested to report for joining at **Maruti Suzuki India Limited, Gurgaon Plant**
Date: 10-May-2018
Time: 0900 hrs.

In case you need any clarification on the subject, you may contact the undersigned or my colleague at Akash.Gupta@maruti.co.in.

We look forward to have you with us in Team Maruti Suzuki.

Best Wishes

PVKrishna

Shobha Yadav

PV Krishna
General Manager - HR
Email Id: krishnapv@maruti.co.in

Scanned by CamScanner

MARUTI SUZUKI
Way of Life!

Private and Confidential

Name : Ms. Shobha Yadav
Designation : AM
College : ICFAI Business School (IBS) - Hyderabad

Annual Total Remuneration w.e.f. 10-May-2018			
Sno	**HEAD DESCRIPTION**	**Monthly (Rs.)**	**Annual (Rs.)**
1	Basic Pay	22,700	272,400
2	Flexi Pay	40,051	480,616
3	Retirals	3,915	46,984
	Annual Total Remuneration	**66,667**	**800,000**

Flexi Pay Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Housing (HRA / Lease)	11,350	136,200
Uniform Maintenance	2,000	24,000
Medical Domicillary	1,250	15,000
LTA (One Month Basic Pay)	1,892	22,700
Children Edu. Allowance	200	2,400
Conveyance Reimbursement	2,000	24,000
Balance Flexi Pay	21,360	256,316
Total	**40,051**	**480,616**

Retiral Components

HEAD DESCRIPTION	Monthly (Rs.)	Annual (Rs.)
Provident Fund**	2,724	32,688
Gratuity#	1,091	13,096
Superannuation Fund	100	1,200
Total	**3,915**	**46,984**

** PF Contribution is payable only on Basic Pay @ 12%.
# The actual gratuity payment will be determined in line with the Payment of Gratuity Act and as per Company policy

Shobha Yadav

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Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: 26th February 2018

Dear Nidhi Mitruka,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager ->Associate Research Director-> Research Director

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Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Mordor Intelligence LLP HYD

Nidhi Mitruka
26/02/2018

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Nidhi Mitruka
26/02/2018

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Salary Package

	Monthly	Annually
Basic	20,833	249,996
HRA	8,333	99,996
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
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Leave Travel Allowance	1,000	12,000
Special Allowance	4,015	48,183
Provident Fund (Company's Contribution)	2635.37	31,624
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

Notes:

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- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Nidhi Mitruka
26/02/2018

MOODY'S ANALYTICS

Summary of Employment Terms – Tushar Anand

Title	Analyst
Employing Entity	Moody's Analytics Knowledge Services (India) Private Limited ("Moody's Analytics Knowledge Services" or "Company")
CTC	INR 7,50,000/- per year (INR. Seven Lakh Fifty Thousand Only)
Discretionary Bonus	You will also be eligible for a discretionary bonus in recognition of your efforts.
Date of joining	The joining date will be staggered between January'18 – September'18 and no later than 30-September-2018. You will be intimated at least 1 week prior to the actual date of joining.
Pension Plan	Company will make statutory contributions to the Central Provident Fund as required by India law, and these contributions will be netted from your gross salary. Otherwise, the Company maintains no pension program.
Intellectual property	All intellectual property contributed by you during your employment by Company belongs to Company.
Restrictions on share trading	You are not allowed to trade in the securities in companies listed in any country covered by Company analysts. This rule effectively eliminates the US, UK and several countries in Asia. *Details of the share trading restrictions appear in the Compliance Manual.*
Termination for Cause	Standard language applies.
Notice Period	Two months either side during probationary period and three months thereafter.
Annual Leave	Employees are eligible to a maximum of 40 leaves in a calendar year as below • Planned/Paid Leaves (Earned Leaves): 18 Leaves • Casual/Sick Leaves: 12 Leaves • Preferred Holidays: 10 Holidays

Training	As part of work orientation, an employee may be required to undergo training/s which will be class room (for min of 2 weeks) and e-learning sessions (online training) to help orient him/her to the required work deliverable. The classroom trainings will happen in batches. The dates will be communicated to you well in advance. *(In case training is provided and an employee quits within the first six months or is asked to leave due to non-performance, such amount as deemed fit by the Company, upto a maximum of Rs. 50,000 (Rupees Fifty thousand only), shall be recovered from the Employee.*
Timing	While Company follows a five day work week and normal working hours, the Employee hereby agrees to work flexible working hours when mandated by client requirements and / or at the reporting manager's discretion.
Termination for Cause	Standard language applies.
Location	Bangalore *The Company may, at its sole discretion, transfer the Employee to any other office of Company in India or overseas or to any Affiliates of the Company.*
Governing Law	India
Binding Arbitration	International Chamber of Commerce, UNCITRAL rules, Bangalore

Note - Offer is contingent to clearing all your MBA examinations. The offer would automatically stand to be revoked in case the stipulated condition is not met

MOODY'S ANALYTICS

Salary Structure

Total Cost to Company (Fixed Salary)	750,000
Salary Breakdown	Monthly
Basic Salary	31,250
HRA	12,500
Management Allowance	15,350
Conveyance Allowance	1,600
Medical Reimbursements	-
Meal coupons	-
Telephone reimbursement	-
LTA	-
Books & Periodicals	-
Provident Contribution(Company share)	1,800
Total Salary	**62,500**
Net take home (before TDS)	**58,900**

Special allowance* will include the below mentioned benefits that you may opt for at the time of your joining

Medical Reimbursement	Option to Avail - fixed at INR 1250 P.M.
Meal Coupons	Option to Avail - fixed at INR 2200 P.M.
Telephone Reimbursement	Option to Avail - fixed at INR 2000 P.M.
LTA	Option to Avail - fixed at INR 3000 P.M. or 5% of Basic
Books & Periodicals	Option to Avail – INR 1000 P.M.
Car Running & Maintenance Reimbursement	Option to Avail - INR 1800 p.m. for all vehicles below 1600 cubic capacity and INR 2400 p.m. for all vehicles above 1600 cc (Employees across all levels will be eligible to opt for this benefit. If this benefit is availed, employee will not receive the Conveyance Allowance.)
Uniform Allowance	Option to Avail - fixed at INR 2000 p.m.

Hyderabad

Date: February 26th, 2018

Dear Vishwa Parnami,

It gives me great pleasure to inform you of your appointment as **Business Development Executive** at Mordor Intelligence LLP. I believe you will play a crucial role in helping accomplish our goal of leading the industry in 5 years. Welcome to the Mordor family.

As a Business Development Executive, your responsibilities include but are not limited to:

- Consistently achieving your monthly or quarterly targets.
- Strict adherence to the CRM.
- Collaborating well with all stakeholders involved in the sales process (research, editorial, formatting etc.)
- Consistently providing clear need-solution fit for client requirements.
- Maintaining excellent client relationship with existing and potential clients.

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms.

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it-done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
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Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Mordor Intelligence LLP HYD

26/02/2018

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Salary: Your total CTC will be 600,000/- (Six Lakh Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
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This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bhardwaj Obula Reddy

Chief Executive Officer| Mordor Intelligence LLP

Mordor Intelligence LLP HYD

26/02/2018

Scanned by CamScanner

Salary Breakup

	Monthly	Annually
Basic	18,750	225,000
HRA	7,500	90,000
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Special Allowance	4,028	48,338
Provident Fund (Company's Contribution)	2371.875	28,463
Monthly Pay	37,500	
Performance Bonus		150,000
CTC		600,000

Note:

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Mordor Intelligence LLP HYD

26/02/2018

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Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: 26th February 2018

Dear Harkirat Singh,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
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Mordor Intelligence LLP HYD

26/2/2018

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

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I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

26/2/2018

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Salary Package

	Monthly	Annually
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Special Allowance	4,015	48,183
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CTC		590,000

Notes:

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- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

26/2/2018

Mordor Intelligence
Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: February 26th, 2018

Dear Sudeshana Jain,

It gives me great pleasure to inform you of your appointment as **Business Development Executive** at Mordor Intelligence LLP. I believe you will play a crucial role in helping accomplish our goal of leading the industry in 5 years. Welcome to the Mordor family.

As a Business Development Executive, your responsibilities include but are not limited to:

- Consistently achieving your monthly or quarterly targets.
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Maps Link

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Mordor Intelligence LLP HYD

Sudeshana
26/02/2018

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Salary: Your total CTC will be 600,000/- (Six Lakh Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
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I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Bhardwaj Obula Reddy
Chief Executive Officer

Chief Executive Officer| Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Sudeshana
26/02/2018

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Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad, Telangana - 500032

Salary Breakup

	Monthly	Annually
Basic	18,750	225,000
HRA	7,500	90,000
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Special Allowance	4,028	48,338
Provident Fund (Company's Contribution)	2371.875	28,463
Monthly Pay	37,500	
Performance Bonus		150,000
CTC		600,000

Note:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/cancellation of your employment with Mordor Intelligence without notice or payment in lieu.
- The Performance Bonus will be paid out quarterly based on the set metrics.
- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Sudeshna
20/02/2018

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MOODY'S ANALYTICS

Summary of Employment Terms – Surbhi Gupta

Title	Analyst
Employing Entity	Moody's Analytics Knowledge Services (India) Private Limited ("Moody's Analytics Knowledge Services" or "Company")
CTC	INR 7,50,000/- per year (INR. Seven Lakh Fifty Thousand Only).
Discretionary Bonus	You will also be eligible for a discretionary bonus in recognition of your efforts.
Date of joining	The joining date will be staggered between January'18 – September'18 and no later than 30-September-2018. You will be intimated at least 1 week prior to the actual date of joining.
Pension Plan	Company will make statutory contributions to the Central Provident Fund as required by India law, and these contributions will be netted from your gross salary. Otherwise, the Company maintains no pension program.
Intellectual property	All intellectual property contributed by you during your employment by Company belongs to Company.
Restrictions on share trading	You are not allowed to trade in the securities in companies listed in any country covered by Company analysts. This rule effectively eliminates the US, UK and several countries in Asia. *Details of the share trading restrictions appear in the Compliance Manual.*
Termination for Cause	Standard language applies.
Notice Period	Two months either side during probationary period and three months thereafter.
Annual Leave	Employees are eligible to a maximum of 40 leaves in a calendar year as below • Planned/Paid Leaves (Earned Leaves): 18 Leaves • Casual/Sick Leaves: 12 Leaves • Preferred Holidays: 10 Holidays

Training	As part of work orientation, an employee may be required to undergo training/s which will be class room (for min of 2 weeks) and e-learning sessions (online training) to help orient him/her to the required work deliverable. The classroom trainings will happen in batches. The dates will be communicated to you well in advance. *(In case training is provided and an employee quits within the first six months or is asked to leave due to non-performance, such amount as deemed fit by the Company, upto a maximum of Rs. 50,000 (Rupees Fifty thousand only), shall be recovered from the Employee.*
Timing	While Company follows a five day work week and normal working hours, the Employee hereby agrees to work flexible working hours when mandated by client requirements and / or at the reporting manager's discretion.
Termination for Cause	Standard language applies.
Location	Bangalore *The Company may, at its sole discretion, transfer the Employee to any other office of Company in India or overseas or to any Affiliates of the Company.*
Governing Law	India
Binding Arbitration	International Chamber of Commerce, UNCITRAL rules, Bangalore

Note - Offer is contingent to clearing all your MBA examinations. The offer would automatically stand to be revoked in case the stipulated condition is not met

MOODY'S ANALYTICS

Salary Structure

Total Cost to Company (Fixed Salary)	750,000
Salary Breakdown	Monthly
Basic Salary	31,250
HRA	12,500
Management Allowance	15,350
Conveyance Allowance	1,600
Medical Reimbursements	-
Meal coupons	-
Telephone reimbursement	-
LTA	-
Books & Periodicals	-
Provident Contribution(Company share)	1,800
Total Salary	**62,500**
Net take home (before TDS)	**58,900**

Special allowance* will include the below mentioned benefits that you may opt for at the time of your joining

Medical Reimbursement	Option to Avail - fixed at INR 1250 P.M.
Meal Coupons	Option to Avail - fixed at INR 2200 P.M.
Telephone Reimbursement	Option to Avail - fixed at INR 2000 P.M.
LTA	Option to Avail - fixed at INR 3000 P.M. or 5% of Basic
Books & Periodicals	Option to Avail – INR 1000 P.M.
Car Running & Maintenance Reimbursement	Option to Avail - INR 1800 p.m. for all vehicles below 1600 cubic capacity and INR 2400 p.m. for all vehicles above 1600 cc (Employees across all levels will be eligible to opt for this benefit. If this benefit is availed, employee will not receive the Conveyance Allowance.)
Uniform Allowance	Option to Avail - fixed at INR 2000 p.m.

Hyderabad

Date: 25th May, 2018

Dear Avantika Gupta,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Research Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager ->Associate Director/ Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Salary Package

	Monthly	Annually
Basic	20,835	250,020
HRA	8,334	100,008
Leave Travel Allowance	1,000	12,000
Standard Deduction	3,333	40,000
Special Allowance	5,664	67,974
Provident Fund (Company's Contribution)	2,500	30,002
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

Component	Maximum Limit	Remarks
Meal Allowance (Optional, will be adjusted against Special Allowance)	26400	Tax exempted, if opted for meal vouchers
Gift Coupons	5000	Tax exempted, if opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

Bharadwaj Obula Reddy
Chief Executive Officer | Mordor Intelligence LLP
hr@mordorintelligence.com | 040-2300764

Hyderabad

Date: February 26th, 2018

Dear Bhawya Bhutani,

It gives me great pleasure to inform you of your appointment as **Business Development Executive** at Mordor Intelligence LLP. I believe you will play a crucial role in helping accomplish our goal of leading the industry in 5 years. Welcome to the Mordor family.

As a Business Development Executive, your responsibilities include but are not limited to:

- Consistently achieving your monthly or quarterly targets.
- Strict adherence to the CRM.
- Collaborating well with all stakeholders involved in the sales process (research, editorial, formatting etc.)
- Consistently providing clear need-solution fit for client requirements.
- Maintaining excellent client relationship with existing and potential clients.

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms.

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it-done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

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Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Mordor Intelligence LLP HYD

Bhawya
26/02/18

Salary: Your total CTC will be 600,000/- (Six Lakh Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Bhardwaj Obula Reddy
Chief Executive Officer

Chief Executive Officer| Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Bhanuja
26/03/18

Salary Breakup

	Monthly	Annually
Basic	18,750	225,000
HRA	7,500	90,000
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Special Allowance	4,028	48,338
Provident Fund (Company's Contribution)	2371.875	28,463
Monthly Pay	37,500	
Performance Bonus		150,000
CTC		600,000

Note:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/cancellation of your employment with Mordor Intelligence without notice or payment in lieu.
- The Performance Bonus will be paid out quarterly based on the set metrics.
- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Bhavya 26/02/18

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad. Telangana - 500032

Hyderabad

Date: 26th February 2018

Dear Raunak Urkude,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager ->Associate Research Director-> Research Director

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Mordor Intelligence LLP HYD

Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
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I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Mordor Intelligence

Plot No. 30 & 31, 5th Floor, Brigade Towers, Financial District, Nanakramguda, Gachibowli, Hyderabad, Telangana - 500032

Salary Package

	Monthly	Annually
Basic	20,833	249,996
HRA	8,333	99,996
Conveyance Allowance	1,600	19,200
Food Card	2,000	24,000
Medical Allowance	1,250	15,000
Leave Travel Allowance	1,000	12,000
Special Allowance	4,015	48,183
Provident Fund (Company's Contribution)	2635.37	31,624
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

Notes:

- Your date of Joining Mordor Intelligence will be 12th March 2018, failing to report on this day will result in withdrawal/Cancellation of your employment with Mordor intelligence.
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- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Hyderabad

Date: 26th February 2018

Dear Sarthak Rout,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
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- Interacting with clients in analyst calls and prospecting calls

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Mordor Intelligence LLP HYD

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I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

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Mordor Intelligence LLP HYD

Hyderabad

Date: 26th February 2018

Dear Shivani,

It gives me great pleasure to inform your appointment as a Research Analyst at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a Research Analyst, your responsibilities include but are not limited to:

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Maps Link

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Mordor Intelligence LLP HYD

Shivani
26/02/2018

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Salary: Your total CTC will be 590,000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

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I look forward to getting you started at MI.

For MORDOR INTELLIGENCE LLP

Chief Executive Officer

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Mordor Intelligence LLP HYD

Shivani
26/02/2018

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Salary Package

	Monthly	Annually
Basic	20,833	249,996
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- Monthly professional tax deduction of Rs. 200/- shall apply.
- Tax deduction at source (TDS) shall be deducted as necessary.

Mordor Intelligence LLP HYD

Shivani
26/02/2018

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RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 26th March 2018

Mr. Ashish Nandan,
Dewki Bhavan, West Boring Canal Road,
Patna, Bihar-800001

Dear **Mr. Ashish,**

With reference to our offer dated **26th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – HL** in the Grade **MT**. Your date of joining is **26th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Delhi,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof**. The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

P

RELIANCE HOME FINANCE

viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME:

SIGNATURE: DATE:

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

19th December, 2017

OFFER LETTER

Dear Ankit,

On behalf of Odessa Solutions Private Limited ("Odessa / the Company"), I want to thank you for your interest and the time you have devoted to assessing your career opportunities with Odessa. We are impressed with your accomplishments and believe that you have the requisite skills to be a successful addition to the Company.

In this regard, I am pleased to offer you the opportunity to join Odessa in the capacity of a 'Level **1'** employee designated as **Associate Business Analyst**. You are required to join office not later than **1st March 2018.** Your employment with Odessa will commence from the Date of Joining and is subject to completion of all joining formalities.

You will be on probation for a period of 6 months. We will do a performance assessment of your work for the previous 6 months, post which your employment will be confirmed.

We believe this is an excellent career opportunity for you and that we can offer you the challenges needed to grow professionally. The terms and conditions of this offer will be set forth in the Employee Agreement you will be expected to sign when you begin work. Briefly these include:

Compensation:

Your annual compensation (cost to company) will be INR **8,50,000.**

Your compensation in succeeding years will be considered for upward adjustment as part of our normal performance review process.

Leave Entitlement:

Your leave entitlement will be governed by company leave policy in existence. Additionally you will be granted 12 public holidays as set forth by the company at the beginning of the calendar year.

Employment Agreement:

The terms of your employment are covered by the Odessa Solutions Private Limited in the Employment Agreement document. You must sign the Employment Agreement on the Date of Joining, pursuant to which your employment with the Company becomes effective. Till such time as the Employment Agreement is fully signed by you with Odessa, no relationship (employment, contractual or otherwise) will exist between the parties.

Contingency Matters:

This offer and your association with the Company are contingent upon the following:

- Return of the signed copy of this letter of offer, indicating your acceptance of this offer
- Return of the signed Employment Agreement;
- Successful completion of any professional reference/background inquiries that the Company may require; for this purpose we may contact those individual or entities listed on your resume. In the event the Company is not satisfied with the results of any such inquiries, the Company is entitled to withdraw this offer and/or to terminate your employment forthwith.
- You providing various documents as detailed in Annexure 'A' hereto for our records on or before the Date of Joining.

It may be noted that the Company reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you.

Please return the signed and dated copy of this document to the HR Department .The original document is for your reference.

Sincerely,

Acknowledged and agreed:

Shipra S

Shipra Sharma

Sr. Manager - Talent Acquisition
Odessa Solutions Private Limited

_____
Name of employee
Date: _____

Annexure A

List of documents to be submitted on the Date of Joining
Please bring along the originals for verification

1. All education certificates and mark sheets (X/XII/Graduation/Post Graduation/Diploma)
2. Relieving letter from most recent employer or unconditional acceptance of your resignation from most recent employer and last 3 months pay slips
3. Offer letter / appointment letter, relieving letter and last 3 months pay slips from the last 2 employments
4. Copy of a valid photo ID (e.g. PAN Card/Driver's License/ Passport)
5. 3 passport size photographs
6. PAN Card – In the event you do not have a valid PAN card you should apply for the same at the earliest, failing which, as per Indian Income Tax, 1961, is required to deduct 20% TDS or such amounts based on the average rate of income-tax at rates in force, whichever is higher, from your compensation.
7. Aadhar Card
8. UAN number (if applicable- if a PF account existed with previous employer)

Below is your compensation structure with reference to your employment agreement:

Basic Salary (per annum) 30% of CTC	2,55,000
HRA	1,02,000
Conveyance	19,200
Allowance for encouraging academic, research and other professional pursuits (5% of basic)	12,750
Special allowance / available for Flexible Benefit Plan (FBP)	3,72,585
Medical Reimbursement	15,000
PF 24 % (optional)	61,200
Gratuity	12,265
Total CTC	**8,50,000**

Note: The Employer contribution for PF will be part of your CTC in case you are opting for PF.

You are free to allocate your Flexible Benefits Plan's amount among the following allowances and reimbursements subject to the given limitations. You can allocate FBP by declaring in the specified declaration format.

Options Available	Limit	Income Tax benefit
Allowances		
Leave Travel Assistance (LTA)	Maximum up to 5% of CTC - Payable against claim	Exempt 2 trips in a Block of 4 years
Lunch Allowance (Sodexho Food Coupons)	Minimum 500 and Maximum 2500/- p.m (Multiples of 500)	Exempt (no bills required)
Children Education Allowance	100 per month/per child (Max for 2 child)	Exempt (no bills required)

Vishal Kumar Jha
Hyderabad.

4th April 2018

PERSONAL & CONFIDENTIAL

Dear **Vishal,**

We are pleased to extend you an offer to join OYO as **Finance Executive, Band 1A.**

This letter will memorialize the terms of your employment by OYO. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 9th April, 2018 or earlier

1. **PLACE OF WORK:** Your assigned work location is **Goa**. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

2. **Leave and Working Hours:** You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

3. **Fulfillment Obligation:** Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

4. **Confidentiality and Invention Assignment:** Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

5. **Transfer & Relocation:** You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. **Non –Compete:** You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (“ Restricted Business), other than through the Company.

7. **Non-Solicitation of Customers:** You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or

indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

8. **Non – Solicitation and Non Hire of Company Employees:** You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

9. **Probation, Confirmation & Termination: a)** you will be on probation for a period of **90 days** from the date of your appointment, where after, post completion of 90 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

   b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

   c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you **30 days** calendar days' notice or salary in lieu thereof. You are also bound to provide the company with **30 days** calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

10. **Confidentiality & Non Complete and Non Solicitation**: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

11. **Term:** The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

12. **Salary:** Refer annexure – B for salary details.

13. **"Employee Agreement"**: To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as annexure A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Authorized Signatory **Vishal Kumar Jha**

Annexure A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and such other directions and guidelines which Oravel Stays Private Limited may from time to time give as per its own discretion.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

Vishal Kumar Jha

Annexure B

Name	Vishal Kumar Jha	
Designation	Finance Executive	
Department	Finance	
Components	Annually	Monthly
FIXED		
Basic	157,500	13,125
HRA	78,750	6,563
Transport allowance	19,200	1,600
Statutory Bonus	13,120	1,093
Flexible compensation	151,954	12,663
VARIABLE		
Performance Linked Incentive	-	
Employer contribution to PF	18,900	1,575
Gratuity	7,576	631
BENEFITS		
Medical Insurance premium (approx)	3,000	250
Total CTC	**450,000**	**37,500**

Note:-

* CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure C.

Authorized Signatory **Vishal Kumar Jha**

Annexure C

Basic	Paid monthly and taxable; 35% of CTC.
HRA	Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy
Transport allowance	Paid monthly; INR 1600 per month is exempted from Income Tax
Statutory Bonus	Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.
Flexible compensation	
Leave Travel Allowance (LTA)	You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis. Need to be claimed through Zeta
Telephone Allowance	You can opt for telephone allowance to reduce tax deduction from your salary Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Meal Allowance	You can opt for Meal Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Medical Allowance	You can opt for Medical Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Retirals	
Provident Fund	Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.
Gratuity	It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.
Benefits	
Medical Insurance	Premium as part of CTC. Coverage of 3 Lakhs for self and immediate family
Group Life and Personal Accident Insurance	Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.

Notes:
1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961
2. Tax computation shall be subject to investment declaration submitted by you
3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation
4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring one copy of the below motioned documents on the date of Joining.

1. PAN Card Copy
2. Aadhar Card Copy
3. Mark sheet and pass certificate/degree of the highest qualification
4. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved (If applicable)
5. 3 Recent passport sized photograph, with the face clearly visible

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thanks

Team HR @ OYO

Vaibhav Sharma
Hyderabad

20th March 2018
PERSONAL & CONFIDENTIAL

Dear **Vaibhav,**

We are pleased to extend you an offer to join OYO as **Finance Executive, 1A.**

This letter will memorialize the terms of your employment by OYO. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 28th March 2018

1. **PLACE OF WORK:** Your assigned work location is **Hyderabad**. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

2. **Leave and Working Hours:** You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

3. **Fulfillment Obligation:** Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

4. **Confidentiality and Invention Assignment:** Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

5. **Transfer & Relocation:** You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. **Non –Compete:** You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (“ Restricted Business), other than through the Company.

7. **Non-Solicitation of Customers:** You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any

existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

8. **Non – Solicitation and Non Hire of Company Employees:** You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

9. **Probation, Confirmation & Termination: a)** you will be on probation for a period of **90** days from the date of your appointment, where after, post completion of 90 days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

   b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

   c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you **30** calendar days' notice or salary in lieu thereof. You are also bound to provide the company with **30** calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

10. **Confidentiality & Non Complete and Non Solicitation**: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

11. **Term:** The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

12. **Salary:** Refer annexure – B for salary details.

13. **"Employee Agreement"**: To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as annexure A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Authorized Signatory **Vaibhav Sharma**

Annexure A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and such other directions and guidelines which Oravel Stays Private Limited may from time to time give as per its own discretion.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

Vaibhav Sharma

Annexure B

Name	Vaibhav Sharma	
Designation	Finance Executive	
Department	Finance	
Components	**Annually**	**Monthly**
FIXED		
Basic	157,500	13,125
HRA	78,750	6,563
Transport allowance	19,200	1,600
Statutory Bonus	13,120	1,093
Flexible compensation	151,954	12,663
VARIABLE		
Performance Linked Incentive	-	
RETIRALS		
Employer contribution to ESIC	-	-
Employer contribution to PF	18,900	1,575
Gratuity	7,576	631
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**450,000**	**37,500**

Note:-

* CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure C.

Authorized Signatory **Vaibhav Sharma**

\

Annexure C

Basic	Paid monthly and taxable; 35% of CTC.
HRA	Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy
Transport allowance	Paid monthly; INR 1600 per month is exempted from Income Tax
Statutory Bonus	Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.
Flexible compensation	
Leave Travel Allowance (LTA)	You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis. Need to be claimed through Zeta
Telephone Allowance	You can opt for telephone allowance to reduce tax deduction from your salary Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Meal Allowance	You can opt for Meal Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Medical Allowance	You can opt for Medical Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Retirals	
Provident Fund	Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.
Gratuity	It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.
Benefits	
Medical Insurance	Premium as part of CTC. Coverage of 3 Lakhs for self and immediate family
Group Life and Personal Accident Insurance	Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.

Notes:

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961
2. Tax computation shall be subject to investment declaration submitted by you
3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation
4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring one copy of the below motioned documents on the date of Joining.

1. PAN Card Copy
2. Aadhar Card Copy
3. Permanent Address Proof
4. Current Address Proof
5. Mark sheet and pass certificate/degree of the highest qualification
6. Last company's Offer Letter/Appointment Letter copy (If applicable)
7. Last company's Increment letter copy (If applicable)
8. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved (If applicable)
9. Last three month's Salary Slip from previous employer (If applicable)
10. Cancelled Cheque Copy (Bank Account Details)
11. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thanks

Team HR @ OYO

19th December, 2017

OFFER LETTER

Dear Himanshi,

On behalf of Odessa Solutions Private Limited ("Odessa / the Company"), I want to thank you for your interest and the time you have devoted to assessing your career opportunities with Odessa. We are impressed with your accomplishments and believe that you have the requisite skills to be a successful addition to the Company.

In this regard, I am pleased to offer you the opportunity to join Odessa in the capacity of a 'Level **1'** employee designated as **Associate Business Analyst**. You are required to join office not later than **1st March 2018.** Your employment with Odessa will commence from the Date of Joining and is subject to completion of all joining formalities.

You will be on probation for a period of 6 months. We will do a performance assessment of your work for the previous 6 months, post which your employment will be confirmed.

We believe this is an excellent career opportunity for you and that we can offer you the challenges needed to grow professionally. The terms and conditions of this offer will be set forth in the Employee Agreement you will be expected to sign when you begin work. Briefly these include:

Compensation:

Your annual compensation (cost to company) will be INR **7,50,000.**

Your compensation in succeeding years will be considered for upward adjustment as part of our normal performance review process.

Leave Entitlement:

Your leave entitlement will be governed by company leave policy in existence. Additionally you will be granted 12 public holidays as set forth by the company at the beginning of the calendar year.

Employment Agreement:

The terms of your employment are covered by the Odessa Solutions Private Limited in the Employment Agreement document. You must sign the Employment Agreement on the Date of Joining, pursuant to which your employment with the Company becomes effective. Till such time as the Employment Agreement is fully signed by you with Odessa, no relationship (employment, contractual or otherwise) will exist between the parties.

Contingency Matters:

This offer and your association with the Company are contingent upon the following:

- Return of the signed copy of this letter of offer, indicating your acceptance of this offer
- Return of the signed Employment Agreement;
- Successful completion of any professional reference/background inquiries that the Company may require; for this purpose we may contact those individual or entities listed on your resume. In the event the Company is not satisfied with the results of any such inquiries, the Company is entitled to withdraw this offer and/or to terminate your employment forthwith.
- You providing various documents as detailed in Annexure 'A' hereto for our records on or before the Date of Joining.

It may be noted that the Company reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you.

Please return the signed and dated copy of this document to the HR Department .The original document is for your reference.

Sincerely,

Acknowledged and agreed:

Shipra S

Shipra Sharma

Sr. Manager - Talent Acquisition
Odessa Solutions Private Limited

_____
Name of employee
Date: _____

Annexure A

List of documents to be submitted on the Date of Joining
Please bring along the originals for verification

1. All education certificates and mark sheets (X/XII/Graduation/Post Graduation/Diploma)
2. Relieving letter from most recent employer or unconditional acceptance of your resignation from most recent employer and last 3 months pay slips
3. Offer letter / appointment letter, relieving letter and last 3 months pay slips from the last 2 employments
4. Copy of a valid photo ID (e.g. PAN Card/Driver's License/ Passport)
5. 3 passport size photographs
6. PAN Card – In the event you do not have a valid PAN card you should apply for the same at the earliest, failing which, as per Indian Income Tax, 1961, is required to deduct 20% TDS or such amounts based on the average rate of income-tax at rates in force, whichever is higher, from your compensation.
7. Aadhar Card
8. UAN number (if applicable- if a PF account existed with previous employer)

Below is your compensation structure with reference to your employment agreement:

Basic Salary (per annum) 30% of CTC	2,25,000
HRA	90,000
Conveyance	19,200
Allowance for encouraging academic, research and other professional pursuits (5% of basic)	11,250
Special allowance / available for Flexible Benefit Plan (FBP)	3,24,728
Medical Reimbursement	15,000
PF 24 % (optional)	54,000
Gratuity	10,822
Total CTC	**7,50,000**

Note: The Employer contribution for PF will be part of your CTC in case you are opting for PF.

You are free to allocate your Flexible Benefits Plan's amount among the following allowances and reimbursements subject to the given limitations. You can allocate FBP by declaring in the specified declaration format.

Options Available	Limit	Income Tax benefit
Allowances		
Leave Travel Assistance (LTA)	Maximum up to 5% of CTC - Payable against claim	Exempt 2 trips in a Block of 4 years
Lunch Allowance (Sodexho Food Coupons)	Minimum 500 and Maximum 2500/- p.m (Multiples of 500)	Exempt (no bills required)
Children Education Allowance	100 per month/per child (Max for 2 child)	Exempt (no bills required)

Saloni Rastogi
Hyderabad

2nd February 2018

PERSONAL & CONFIDENTIAL

Dear **Saloni Rastogi,**

We are pleased to extend you an offer to join OYO as **Sales Associate, Band 1A.**

This letter will memorialize the terms of your employment by OYO. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 19th Feb, 2018 or earlier

1. **PLACE OF WORK:** Your assigned work location is **Hyderabad**. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

2. **Leave and Working Hours:** You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

3. **Fulfillment Obligation:** Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

4. **Confidentiality and Invention Assignment:** Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

5. **Transfer & Relocation:** You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. **Non –Compete:** You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (“ Restricted Business), other than through the Company.

7. **Non-Solicitation of Customers:** You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established

in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

8. **Non – Solicitation and Non Hire of Company Employees:** You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

9. **Probation, Confirmation & Termination: a)** you will be on probation for a period of **120** days from the date of your appointment, where after, post completion of **120** days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

   b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

   c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you **30** calendar days' notice or salary in lieu thereof. You are also bound to provide the company with **30** calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

10. **Confidentiality & Non Complete and Non Solicitation**: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

11. **Term:** The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

12. **Salary:** Refer annexure – B for salary details.

13. **"Employee Agreement"**: To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as annexure A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Authorized Signatory **Saloni Rastogi**

Annexure A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and such other directions and guidelines which Oravel Stays Private Limited may from time to time give as per its own discretion.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

Saloni Rastogi

Annexure B

Name	Saloni Rastogi	
Designation	Sales Associate	
Department	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	157,500	13,125
HRA	78,750	6,563
Conveyance Allowance	19,200	1,600
Statutory Bonus	13,120	1,093
Flexible compensation	61,954	5,163
VARIABLE		
Performance Linked Incentive	90,000	
RETIRALS		
Employer contribution to ESIC	-	-
Employer contribution to PF	18,900	1,575
Gratuity	7,576	631
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**450,000**	**30,000**

Note:

This letter shall confirm our conditional offer of employment to you as **Sales Associate**, subject to the following terms and conditions:

1. If you are not able complete your academic qualification successfully this year we can revoke your offer letters

Assuming favourable results are received, we will extend a final offer of employment to you in writing. Please feel free to contact me in the interim should you have any questions.

* CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure C.

Authorized Signatory **Saloni Rastogi**

Annexure C

Basic	Paid monthly and taxable; 35% of CTC.
HRA	Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy
Transport allowance	Paid monthly; INR 1600 per month is exempted from Income Tax
Statutory Bonus	Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.
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Medical Allowance	You can opt for Medical Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Variable Compensation	
Performance Linked Incentive	Paid monthly basis your performance and taxable
Retirals	
Provident Fund	Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.
Gratuity	It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.
Benefits	
Medical Insurance	Premium as part of CTC. Coverage of 3 Lakhs for self and immediate family
Group Life and Personal Accident Insurance	Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.

Notes:

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961
2. Tax computation shall be subject to investment declaration submitted by you
3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring one copy of the below motioned documents on the date of Joining.

1. PAN Card Copy
2. Aadhar Card Copy
3. Permanent Address Proof
4. Current Address Proof
5. Mark sheet and pass certificate/degree of the highest qualification
6. Last company's Offer Letter/Appointment Letter copy (If applicable)
7. Last company's Increment letter copy (If applicable)
8. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved (If applicable)
9. Last three month's Salary Slip from previous employer (If applicable)
10. Cancelled Cheque Copy (Bank Account Details)
11. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thanks

Team HR @ OYO

IBS® ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Times OMS offer

Nimmi Seth <Nimmi.Seth@timesgroup.com> Wed, Mar 21, 2018 at 2:14 PM
To: "praveench@ibsindia.org" <praveench@ibsindia.org>
Cc: Satyajit Paul <Satyajit.Paul@timesgroup.com>, Reeshma Narayan <reeshma.narayan@timesgroup.com>

Dear Praveen,

As discussed find attached offers for Shabidiba and Dolli.

Please note over and above the compensation offered they are entitled to Daily felid allowance and Medical Insurance of Rs 5 lacs as per family floater.

Do acknowledge the mail and let me know the way ahead.

Nimmi Seth

Associate General Manager- HR

Times Tower

9th Floor, Kamla Mills Compound

Senapati Bapat Marg

Lower Parel

Mumbai – 400 013

Direct – 022 30418904

Mobile- 91-9323105631

Radio Mirchi presents the most electrifying Fun Run of 2018: Mirchi Neon Run, on the 24th March at Ambience Island, Gurgaon. Glide through different Glow Zones, and at the finish line is a Neon Run After Party curated by Sunburn! Book now @ http://bit.ly/2Fqedj6

2 attachments

OMS offer.pdf
110K

OMS offer.pdf
110K

22nd March 2018

Shabidiba Ali
IBS Hyderabad
Telangana -501302

Career Offer

Dear Mr Shabidiba;

With reference to your application and subsequent interviews with us, we have pleasure in offering you the position of **Officer** in our **Optimal Media Solution division** to be based out of **Hyderabad** at a **Total Target Remuneration** of **Rs 5,00,000/- per annum (Rupees Five Lac Only)**. Detailed break-up is provided in the **Annexure**.

This offer is valid subject to your being declared medically fit by a Company designated doctor.

You are also required to provide declarations in respect of any:

1. existing medical conditions / treatment that you may be undergoing;
2. litigation and / or family problems, which may distract you from discharging your duties and responsibilities at the workplace.

On **2nd April 2018** you are advised to report at 10.30 am to **Ms Nimmi Seth – HR Department, Times Tower, 9th floor, Senapati Bapat Marg, Lower Parel, Mumbai** who would assign a mentor to you.

As an integral part of your induction, on your first day at work, you are encouraged to access any information or data pertaining to the Company.

Please sign a duplicate of this document to indicate your acceptance of this offer.

We welcome you to our Organization and wish you a memorable stay and a successful career with us.

Sincerely,

For Optimal Media Solutions
A division of Times Internet Limited

Rohit Gopakumar
Chief Operating Officer

Sidhartha Ganguly
Sr VP-Human Resources

Compensation Details

Name	**Shabidiba Ali**
Designation	**Offier**
Function	**Media Solutions**
Location	**Hyderabad**

S No.	Earning Head	Monthly	Annual
1	Basic Salary	14,583	1,74,996
2	House Rent Allowance	6,616	79,392
3	Transportation Allowance	1,600	19,200
4	Conveyance Reimbursement	5,000	60,000
5	Medical Reimbursement	1,250	15,000
6	Leave Travel Assistance	2,916	34,995
A	**Gross Salary**	**31,965**	**3,83,583**
7	Communication Reimbursement	1,000	12,000
8	Company Contribution to Provident Fund	1,750	21,000
9	Gratuity	701	8,417
B	**Cost to Company**	**35,417**	**4,25,000**
10	Statutory Bonus/Ex-Gratia/TVP*	6,250	75,000
C	**Total Target Remuneration**	**41,667**	**5,00,000**

* ***Subject to performance and extent of achievement of targets***

For Optimal Media Solutions
A division of Times Internet Limited

Rohit Gopakumar
Chief Operating Officer

Sidhartha Ganguly
Sr VP-Human Resources

Gmail

Fwd: IBS Hyderabad

Raj Kishore Nayak <rajkishore@ibsindia.org> 21 March 2018 at 02:09 PM

---------- Forwarded message ---------
From: <hrd-hyd@oceansparkle.in>
Date: Wed 21 Mar, 2018, 2:09 PM
Subject: Fw: IBS Hyderabad
To: <rajkishore@ibsindia.org>
Cc: P.Krupakar <krupakar@oceansparkle.in>

Dear Mr.Raj Kishore,

This is for your information that we have selected & issued the offer letter to Mr. Shubham Patni as Executive – Business Development, Hyderabad. His date of joining is 02/04/2018 & CTC : 4.2 Lacs PA.

Thanks & Regards
S.Giridharbabu

Ocean Sparkle Limited™

(CIN : U05005TG1995PLC021217)
An ISO 9001:2008, 14001:2004 & OHSAS 18001:2007 Company
Registered Office : # 128, Srinagar Colony, Hyderabad - 500 073, Telangana, India.
Phone : +91 40 6653 7720 / 2374 3507 / 2374 1138, Fax : +91 40 2374 8752
E-mail : oslhyd@oceansparkle.in Website : www.oceansparkle.com

OSL / HR / Offer / 2017 – 18
March 20, 2018

Mr. Shubham Patni
Patni Bhawan, Near Post Office,
Jugal Bazar, Bagru,
Jaipur,
Rajasthan – 303007.

Dear Mr. Shubham Patni,

Re: Letter of Offer for the Position of Executive (Business Development) at our Corporate Office, Hyderabad

Referring to your application and subsequent personal interview we had with you on various dates, we are pleased to offer you the position of **Executive (Business Development)** at our Corporate Office on the following terms and conditions as mutually agreed to during our discussions held on date telephonically with the undersigned.

In addition to your monthly Gross (CTC) salary subj to tax, the following would be made applicable to your category as per the Company's policy.

1. Group Personal Accident Insurance Policy for self
2. Group Mediclaim Floater Insurance Policy for self, and dependent parents
3. Cell phone facility after probation (On Confirmation) as per Co's policy.
4. Leave as applicable to the Regular employees of the company. Please note that there is no encashment of leave. Any unavailed leave of 50% will lapse every year as per Company's policy.
5. Your monthly / annual gross CTC is exclusive of ex-gratia / bonus payable to you FY 2018-19 (on prorata basis) on completion of your first 12 months of your service with the organization at the discretion of the Management from time to time.

Reporting to: HOD (Business Development)

Probation: You will be on probation for a period of Six months from the date of joining.

Termination: On confirmation of your services after probationary period, three months of notice period is required on either side or payment in lieu thereof for termination of services.

Annual Review: 1st April 2019

Your Regular appointment letter will be issued upon completion of joining formalities with the organization.

We would appreciate if you could kindly confirm your acceptance to the above terms & conditions and your earliest date of joining.

This offer is valid for 7 days from this date else the same stands, cancelled and withdrawn.

Thank you and looking forward to hearing from you.

For Ocean Sparkle Limited

OCEAN SPARKLE LIMITED HRD HYDERABAD

P. Krupakar
General Manager – HR

Acceptance: I have read and understood the above-mentioned terms and conditions, which are acceptable to me and will join the Organisation on or before_____

_____
Signature

Chinmay Kulkarni
Hyderabad

2nd February 2018

PERSONAL & CONFIDENTIAL

Dear **Chinmay Kulkarni,**

We are pleased to extend you an offer to join OYO as **Sales Associate, Band 1A.**

This letter will memorialize the terms of your employment by OYO. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 19th Feb, 2018 or earlier

1. **PLACE OF WORK:** Your assigned work location is **Hyderabad**. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

2. **Leave and Working Hours:** You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

3. **Fulfillment Obligation:** Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

4. **Confidentiality and Invention Assignment:** Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

5. **Transfer & Relocation:** You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. **Non –Compete:** You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (“ Restricted Business), other than through the Company.

7. **Non-Solicitation of Customers:** You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established

in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

8. **Non – Solicitation and Non Hire of Company Employees:** You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

9. **Probation, Confirmation & Termination: a)** you will be on probation for a period of **120** days from the date of your appointment, where after, post completion of **120** days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

   b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

   c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you **30** calendar days' notice or salary in lieu thereof. You are also bound to provide the company with **30** calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

10. **Confidentiality & Non Complete and Non Solicitation**: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

11. **Term:** The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

12. **Salary:** Refer annexure – B for salary details.

13. **"Employee Agreement"**: To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as annexure A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Authorized Signatory Chinmay Kulkarni

Annexure A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and such other directions and guidelines which Oravel Stays Private Limited may from time to time give as per its own discretion.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

Chinmay Kulkarni

Annexure B

Name	Chinmay Kulkarni	
Designation	Sales Associate	
Department	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	192,500	16,042
HRA	96,250	8,021
Conveyance Allowance	19,200	1,600
Statutory Bonus	16,035	1,336
Flexible compensation	82,156	6,846
VARIABLE		
Performance Linked Incentive	110,000	
RETIRALS		
Employer contribution to ESIC	-	-
Employer contribution to PF	21,600	1,800
Gratuity	9,259	772
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**550,000**	**36,667**

Note:

This letter shall confirm our conditional offer of employment to you as **Sales Associate**, subject to the following terms and conditions:

1. If you are not able complete your academic qualification successfully this year we can revoke your offer letters

Assuming favourable results are received, we will extend a final offer of employment to you in writing. Please feel free to contact me in the interim should you have any questions.

* CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure C.

Authorized Signatory **Chinmay Kulkarni**

Annexure C

Basic	Paid monthly and taxable; 35% of CTC.
HRA	Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy
Transport allowance	Paid monthly; INR 1600 per month is exempted from Income Tax
Statutory Bonus	Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.
Flexible compensation	
Leave Travel Allowance (LTA)	You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis. Need to be claimed through Zeta
Telephone Allowance	You can opt for telephone allowance to reduce tax deduction from your salary Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Meal Allowance	You can opt for Meal Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Medical Allowance	You can opt for Medical Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Variable Compensation	
Performance Linked Incentive	Paid monthly basis your performance and taxable
Retirals	
Provident Fund	Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.
Gratuity	It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.
Benefits	
Medical Insurance	Premium as part of CTC. Coverage of 3 Lakhs for self and immediate family
Group Life and Personal Accident Insurance	Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.

Notes:

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961
2. Tax computation shall be subject to investment declaration submitted by you
3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation

4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring one copy of the below motioned documents on the date of Joining.

1. PAN Card Copy
2. Aadhar Card Copy
3. Permanent Address Proof
4. Current Address Proof
5. Mark sheet and pass certificate/degree of the highest qualification
6. Last company's Offer Letter/Appointment Letter copy (If applicable)
7. Last company's Increment letter copy (If applicable)
8. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved (If applicable)
9. Last three month's Salary Slip from previous employer (If applicable)
10. Cancelled Cheque Copy (Bank Account Details)
11. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thanks

Team HR @ OYO

Date: 05/03/2018

Ms. Nithya Baskaran
4, Dhanalaksmi Street Extension,
Postal Nagar, Chromepet,
Kancheepuram,
Tamil Nadu - 600044.

OFFER FOR EMPLOYMENT

Dear Nithya,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as Management Trainee. This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of June 2018 (tentatively). On your first day of employment, you will need to report at 09:30 am at ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be Rs. 6,75,000/- (Rupees Six Lakh Seventy Five Thousand Only). Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations.

4. Your location of posting will be communicated to you in due time . However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of One (1) year.

7. For separation during the service period, either party may give notice of separation of employment at any time, subject to three (3) months notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's basic salary in lieu thereof.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:
    a) True copies of educational certificates along with originals
    b) Proof of Date of Birth and PAN Card / Aadhar Card
    c) Relieving and Experience Letter from your present and past employer (if applicable)
    d) Two recent pass-port size photographs.

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions within 3 days of issue of the offer letter. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,
For ORIENT CEMENT LIMITED

N S SRINIVAS
VICE PRESIDENT – HUMAN RESOURCES

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Annexure – A

Name:	Nithya Baskaran	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2018	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	22500	270000
House Rent Allowance (HRA)	9000	108000
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	13443	161316
Sub Total (A)	**50593**	**607116**
Statutory Benefits (B)		
P.F (Employer Contribution)	2700	32400
Gratuity	1082	12984
Sub Total (B)	**3782**	**45384**
Reimbursement ('C)		
L.T.A	1875	22500
Sub Total (C')	**1875**	**22500**
Total (A+B+C)	**56250**	**675000**

N. S. Srinivas
Vice President – Human Resources

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
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CIN No : L26940OR2011PLC013933

Pranav Vashist
Hyderabad

2nd February 2018

PERSONAL & CONFIDENTIAL

Dear **Pranav Vashist,**

We are pleased to extend you an offer to join OYO as **Sales Associate, Band 1A.**

This letter will memorialize the terms of your employment by OYO. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 19th Feb, 2018 or earlier

1. **PLACE OF WORK:** Your assigned work location is **Hyderabad**. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

2. **Leave and Working Hours:** You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

3. **Fulfillment Obligation:** Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

4. **Confidentiality and Invention Assignment:** Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

5. **Transfer & Relocation:** You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. **Non –Compete:** You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (“ Restricted Business), other than through the Company.

7. **Non-Solicitation of Customers:** You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established

in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

8. **Non – Solicitation and Non Hire of Company Employees:** You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

9. **Probation, Confirmation & Termination: a)** you will be on probation for a period of **120** days from the date of your appointment, where after, post completion of **120** days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

   b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

   c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you **30** calendar days' notice or salary in lieu thereof. You are also bound to provide the company with **30** calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

10. **Confidentiality & Non Complete and Non Solicitation**: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

11. **Term:** The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

12. **Salary:** Refer annexure – B for salary details.

13. **"Employee Agreement"**: To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as annexure A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Authorized Signatory **Pranav Vashist**

Annexure A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and such other directions and guidelines which Oravel Stays Private Limited may from time to time give as per its own discretion.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

Pranav Vashist

Annexure B

Name	Pranav Vashist	
Designation	Sales Associate	
Department	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	157,500	13,125
HRA	78,750	6,563
Conveyance Allowance	19,200	1,600
Statutory Bonus	13,120	1,093
Flexible compensation	61,954	5,163
VARIABLE		
Performance Linked Incentive	90,000	
RETIRALS		
Employer contribution to ESIC	-	-
Employer contribution to PF	18,900	1,575
Gratuity	7,576	631
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**450,000**	**30,000**

Note:

This letter shall confirm our conditional offer of employment to you as **Sales Associate**, subject to the following terms and conditions:

1. If you are not able complete your academic qualification successfully this year we can revoke your offer letters

Assuming favourable results are received, we will extend a final offer of employment to you in writing. Please feel free to contact me in the interim should you have any questions.

* CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure C.

Authorized Signatory **Pranav Vashist**

Annexure C

Basic	Paid monthly and taxable; 35% of CTC.
HRA	Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy
Transport allowance	Paid monthly; INR 1600 per month is exempted from Income Tax
Statutory Bonus	Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.
Flexible compensation	
Leave Travel Allowance (LTA)	You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis. Need to be claimed through Zeta
Telephone Allowance	You can opt for telephone allowance to reduce tax deduction from your salary Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Meal Allowance	You can opt for Meal Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Medical Allowance	You can opt for Medical Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Variable Compensation	
Performance Linked Incentive	Paid monthly basis your performance and taxable
Retirals	
Provident Fund	Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.
Gratuity	It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.
Benefits	
Medical Insurance	Premium as part of CTC. Coverage of 3 Lakhs for self and immediate family
Group Life and Personal Accident Insurance	Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.

Notes:

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961
2. Tax computation shall be subject to investment declaration submitted by you

3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation
4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring one copy of the below motioned documents on the date of Joining.

1. PAN Card Copy
2. Aadhar Card Copy
3. Permanent Address Proof
4. Current Address Proof
5. Mark sheet and pass certificate/degree of the highest qualification
6. Last company's Offer Letter/Appointment Letter copy (If applicable)
7. Last company's Increment letter copy (If applicable)
8. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved (If applicable)
9. Last three month's Salary Slip from previous employer (If applicable)
10. Cancelled Cheque Copy (Bank Account Details)
11. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thanks

Team HR @ OYO

Radhika Agarwal
Hyderabad

2nd February 2018

PERSONAL & CONFIDENTIAL

Dear **Radhika Agarwal,**

We are pleased to extend you an offer to join OYO as **Sales Associate, Band 1A.**

This letter will memorialize the terms of your employment by OYO. Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. However, if considered expedient and necessary, we may conduct background checks on you on our own or through third party. You hereby consent to any such background checks and undertake to co-operate if so requested by us. We look forward to your joining and helping us grow the Company's business!

Your employment with the Company may be subject to successful pre and/or post-employment background check.

The terms of your employment are as follows:

Start Date: 19th Feb, 2018 or earlier

1. **PLACE OF WORK:** Your assigned work location is **Hyderabad**. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

2. **Leave and Working Hours:** You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your category of employees and location of posting.

3. **Fulfillment Obligation:** Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

4. **Confidentiality and Invention Assignment:** Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

5. **Transfer & Relocation:** You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. **Non –Compete:** You agree that during the term of your employment and for further period of 6 calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (“ Restricted Business), other than through the Company.

7. **Non-Solicitation of Customers:** You agree that during the term of your employment and for a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established

in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

8. **Non – Solicitation and Non Hire of Company Employees:** You agree that during the term of your employment and a further period of 24 (twenty four) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

9. **Probation, Confirmation & Termination: a)** you will be on probation for a period of **120** days from the date of your appointment, where after, post completion of **120** days your services with the organization stands confirmed unless otherwise notified in writing through the HR team. The Company reserves the right to reduce or extend your probation period at its absolute discretion.

   b) During the probation period/ extended period of probation, company shall be entitled to terminate your employment without cause at any time by giving you 7 calendar days' notice or salary in lieu thereof. However, in case of cause, the Company can terminate your employment immediately. If you wish to terminate your employment with the Company during the probation period/ extended period of probation, then you shall be required to serve 7 calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

   c) Post probation confirmation, company shall be entitled to terminate your employment, without cause, at any time by giving you **30** calendar days' notice or salary in lieu thereof. You are also bound to provide the company with **30** calendar days' notice period from the day next to resignation or salary in lieu thereof. During the notice period you shall not be entitled to any paid or unpaid leave and the notice period cannot be adjusted by any accrued leave. The decision of waiving the notice period lies at the sole discretion of the Company.

10. **Confidentiality & Non Complete and Non Solicitation**: You certify not to share your salary or any company details along with not joining any competitor as an employee or contractor or solicit any employee from the company to join a company.

11. **Term:** The Company may terminate your employment for cause with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

12. **Salary:** Refer annexure – B for salary details.

13. **"Employee Agreement"**: To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as annexure A), invention assignment agreement, Oravel Stays Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that your signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Authorized Signatory **Radhika Agarwal**

Annexure A

Terms & Conditions of Employment

1. During the term of your employment with Oravel Stays Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Oravel Stays Private Limited, or is contrary to the policies or the interests of Oravel Stays Private Limited.

2. During the term of your employment with Oravel Stays Private Limited, you are required to disclose all material and relevant information, which may either affect your employment with Oravel Stays Private Limited currently or in the future or may be in conflict with the terms of your employment with Oravel Stays Private Limited, either directly or indirectly. If at any time during your employment, if Oravel Stays Private Limited becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Oravel Stays Private Limited reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Oravel Stays Private Limited.

3. You agree to conform to and comply with Oravel Stays Private Limited's Policy and such other directions and guidelines which Oravel Stays Private Limited may from time to time give as per its own discretion.

4. Notwithstanding anything mentioned in this Agreement, Oravel Stays Private Limited may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Oravel Stays Private Limited's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Oravel Stays Private Limited Policy or other documents or directions of Oravel Stays Private Limited, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Oravel Stays Private Limited, or redundancy of your post in Oravel Stays Private Limited, or upon you conducting yourself in a manner which is regarded by Oravel Stays Private Limited as prejudicial to its own interests or to the interests of its clients .

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Oravel Stays Private Limited on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

Radhika Agarwal

Annexure B

Name	Radhika Agarwal	
Designation	Sales Associate	
Department	Sales	
Components	**Annually**	**Monthly**
FIXED		
Basic	157,500	13,125
HRA	78,750	6,563
Conveyance Allowance	19,200	1,600
Statutory Bonus	13,120	1,093
Flexible compensation	61,954	5,163
VARIABLE		
Performance Linked Incentive	90,000	
RETIRALS		
Employer contribution to ESIC	-	-
Employer contribution to PF	18,900	1,575
Gratuity	7,576	631
BENEFITS		
Medical Insurance premium	3,000	250
Total CTC	**450,000**	**30,000**

Note:

This letter shall confirm our conditional offer of employment to you as **Sales Associate**, subject to the following terms and conditions:

1. If you are not able complete your academic qualification successfully this year we can revoke your offer letters

Assuming favourable results are received, we will extend a final offer of employment to you in writing. Please feel free to contact me in the interim should you have any questions.

* CTC is subject to applicable tax deductions.
* Employer and employee's contribution to the PF will be deducted from the CTC.

A description of above components given in Annexure C.

Authorized Signatory **Radhika Agarwal**

Annexure C

Basic	Paid monthly and taxable; 35% of CTC.
HRA	Paid monthly and taxable; tax exemption is available subject to submission of original rent receipts and compliance with other conditions, as specified in the company policy
Transport allowance	Paid monthly; INR 1600 per month is exempted from Income Tax
Statutory Bonus	Stat Bonus is mandatory for employees with Basic salary of upto INR 21000 p.m. For people above this threshold, this component will not exits. This will be paid monthly and is exempt from tax.
Flexible compensation	
Leave Travel Allowance (LTA)	You can opt for LTA to reduce tax deduction from your salary. If you join in the middle of the year, you will be entitled to LTA on a pro-rata basis. Need to be claimed through Zeta
Telephone Allowance	You can opt for telephone allowance to reduce tax deduction from your salary Paid monthly and tax free subject to submission of original telephone bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Meal Allowance	You can opt for Meal Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission original bills for expense at restaurants, coffee shops, bakeries, food store, cafeterias etc. and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Medical Allowance	You can opt for Medical Allowance to reduce tax deduction from your salary. Paid monthly and tax free subject to submission of original medical expense bills and compliance with other conditions, as specified in the company policy. Need to be claimed through Zeta
Variable Compensation	
Performance Linked Incentive	Paid monthly basis your performance and taxable
Retirals	
Provident Fund	Provident fund contribution is calculated @ 12% on minimum basic salary level of INR 15,000 as employer's contribution and same amount is deducted from employee's basic salary as your contribution Provident Funds and Miscellaneous Provisions Act, provides for compulsory contributory fund for the future of an employee after retirement or for his dependents in case of his early death.
Gratuity	It is payable as per Gratuity act on retirement or Employee leaving the company of minimum 5 years of continuous service.
Benefits	
Medical Insurance	Premium as part of CTC. Coverage of 3 Lakhs for self and immediate family
Group Life and Personal Accident Insurance	Personal Accident insurance coverage of 3 times of annual CTC to the insured person or his / her nominated beneficiary as specified in the company policy.

Notes:

1. Any tax liabilities arising out of the salary payout shall be deducted as per the Income Tax Act, 1961
2. Tax computation shall be subject to investment declaration submitted by you
3. All the above components and benefits are as per company's policies, which are subject to change from time without an prior intimation
4. Professional Tax is subject to location.

Documents Required

To make the on boarding process smooth. Kindly bring one copy of the below motioned documents on the date of Joining.

1. PAN Card Copy
2. Aadhar Card Copy
3. Permanent Address Proof
4. Current Address Proof
5. Mark sheet and pass certificate/degree of the highest qualification
6. Last company's Offer Letter/Appointment Letter copy (If applicable)
7. Last company's Increment letter copy (If applicable)
8. Experience Letter/ Relieving Letter/Resignation Acceptance through official email (clearly stating that resignation is accepted and you are relieved (If applicable)
9. Last three month's Salary Slip from previous employer (If applicable)
10. Cancelled Cheque Copy (Bank Account Details)
11. 3 photographs

You are requested to inform your HR coordinator well in advance in case you are unable to provide any of the above mentioned documents on joining day. In the absence of any above mentioned documents we will not be able to complete your joining.

Thanks

Team HR @ OYO

Date: 18/12/2017

Mr. Sandeep Aggarwal,
House No. 482,
Huda Sector 12,
Panipat,
Haryana - 132103.

OFFER FOR EMPLOYMENT

Dear Sandeep,

With reference to your application and subsequent interview you had with us, we are pleased to offer you a position at ORIENT CEMENT LIMITED, a C K Birla Group, on the following terms and conditions:

1. You will be designated as Management Trainee. This offer is conditional on Orient Cement Limited receiving a satisfactory reference and background check on you.

2. Your appointment is effective from the date of your reporting for duty, which shall be in the month of June 2018 (tentatively). On your first day of employment, you will need to report at 09:30 am at ORIENT CEMENT LIMITED, 2nd FLOOR, G.P. BIRLA CENTRE, ADARSH NAGAR, HYDERABAD – 500 063 (INDIA).

3. Your total annual fixed compensation (inclusive of annual benefits such as the company's contribution to Provident Fund and Gratuity), would be Rs. 6,75,000/- (Rupees Six Lakh Seventy Five Thousand Only). Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations.

4. Your location of posting will be communicated to you in due time . However, Orient Cement Limited reserves the right to transfer you to any of the offices / divisions / units of the company or to any town/city anywhere in India and abroad depending on the business requirements, without any change in the terms and conditions of your employment.

5. As an employee of Orient Cement, you will have access to Orient Cement's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Orient Cement, or its parent or any of its subsidiaries, associate companies. You will need to sign an employment agreement as a condition of your employment at the date of joining Orient Cement as well as where necessary, separate employee information and a letter of assignment. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Orient Cement.

6. You will be on training cum probation for a period of One (1) year.

7. For separation during the service period, either party may give notice of separation of employment at any time, subject to three (3) months notice in writing. The Company has a right to waive the notice period on payment of a sum of money equal to three month's basic salary in lieu thereof.

8. Your services are liable for termination without any notice or compensation, if any of the particulars furnished by you either in your application or during the interview are found to be false or incorrect. Further, you are required to inform HR Department any change of particulars submitted in your application or during the interview till the date of reporting for duty and from time to time including change of address.

9. You will be governed by the Company's rules which are in vogue now and as changed from time to time.

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

10. Your appointment is subject to you being found medically fit by the Medical Officer of the Company or Health Diagnostic Centre authorized by the Company.

11. You should submit the following at the time of your joining:
    a) True copies of educational certificates along with originals
    b) Proof of Date of Birth and PAN Card / Aadhar Card
    c) Relieving and Experience Letter from your present and past employer (if applicable)
    d) Two recent pass-port size photographs.

Please sign and return the duplicate copy of this offer letter as a token of your acceptance of the above terms and conditions within 3 days of issue of the offer letter. If you do not join within the stipulated time, it will be presumed that you are not interested in our offer and the offer stands cancelled.

Thanking you,

Yours faithfully,
For ORIENT CEMENT LIMITED

N S SRINIVAS
VICE PRESIDENT – HUMAN RESOURCES

Orient Cement Limited
#5-9-22/57/D, 2nd & 3rd Floor, G P Birla Centre, Adarsh Nagar, Hyderabad - 500063, Telangana.
Ph: 040-2368 8700, Fax: 040-2368 8654 E-mail: info@orientcement.com
Registered Office: Unit VIII, Plot No.7, Bhoinagar, Bhubaneshwar, Odisha 751012, India www.orientcement.com
CIN No : L26940OR2011PLC013933

Annexure – A

Name:	Sandeep Aggarwal	
Designation:	MANAGEMENT TRAINEE	
Place of Posting:	TO BE COMMUNICATED	
Date of Joining:	JUNE - 2018	
Pay Structure		
Gross Emolument (A)	**Rs / Month**	**Rs / Annum**
Basic	22500	270000
House Rent Allowance (HRA)	9000	108000
Children Education Allowance (CEA)	200	2400
Uniform Maintenance Allowance	2000	24000
Hostel Allowance	600	7200
Conveyance Allowance	1600	19200
Medical Allowance	1250	15000
Special Allowances	13443	161316
Sub Total (A)	**50593**	**607116**
Statutory Benefits (B)		
P.F (Employer Contribution)	2700	32400
Gratuity	1082	12984
Sub Total (B)	**3782**	**45384**
Reimbursement ('C)		
L.T.A	1875	22500
Sub Total (C')	**1875**	**22500**
Total (A+B+C)	**56250**	**675000**

N. S. Srinivas
Vice President – Human Resources

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CIN No : L26940OR2011PLC013933

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

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RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Ms. Anusha Rastogi,
3274, Sector 15,Sonipat,
Haryana-131001

Dear **Ms. Anusha,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – HL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Bangalore,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

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RELIANCE HOME FINANCE

viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME: Anusha Rastogi

SIGNATURE: Anusha Rastogi DATE: 09/03/2018

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You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof**. The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

PATHFINDER

Date: - January 24th, 2018

Employment Offer Letter

To,

Preeti Rastogi

Subject: Employment offer: "Management Trainee" at Careers360

Dear Preeti,

Based on the Campus recruitment process concluded on 20th January, 2018 we are pleased to offer you the position of **"Management Trainee"** at Careers360.

Your total compensation would be as stated:

Total CTC: INR 6,50,000 LPA

CTC breakup:

Fixed CTC: INR 4,80,000 LPA

Performance Variable: INR 1,20,000 (Paid annually, this shall be based on your performance)

Retention Bonus: INR 50,000 (to be paid annually)

A detailed appointment letter would be issued on your joining day on **20th February, 2018.**

We look forward to have you onboard with us at the earliest.

With warm regards,

PATHFINDER PUBLISHING PVT. LTD. New Delhi

Anuj Walia
Assistant Manager-HR

PATHFINDER

Date: - January 24th, 2018

Employment Offer Letter

To,

Anirudh Jaiswal

Subject: Employment offer: "Management Trainee" at Careers360

Dear Anirudh,

Based on the Campus recruitment process concluded on 20th January, 2018 we are pleased to offer you the position of **"Management Trainee"** at Careers360.

Your total compensation would be as stated:

Total CTC: INR 6,50,000 LPA

CTC breakup:

Fixed CTC: INR 4,80,000 LPA

Performance Variable: INR 1,20,000 (Paid annually, this shall be based on your performance)

Retention Bonus: INR 50,000 (to be paid annually)

A detailed appointment letter would be issued on your joining day on **20th February, 2018.**

We look forward to have you onboard with us at the earliest.

With warm regards,

Anuj Walia

PUBLISHING PVT. LTD. New Delhi

Anuj Walia
Assistant Manager-HR

PATHFINDER

Date: - January 24th, 2018

Employment Offer Letter

To,

Nikhil

Subject: Employment offer: "Management Trainee" at Careers360

Dear Nikhil,

Based on the Campus recruitment process concluded on 20th January, 2018 we are pleased to offer you the position of **"Management Trainee"** at Careers360.

Your total compensation would be as stated:

Total CTC: INR 6,50,000 LPA

CTC breakup:

Fixed CTC: INR 4,80,000 LPA

Performance Variable: INR 1,20,000 (Paid annually, this shall be based on your performance)

Retention Bonus: INR 50,000 (to be paid annually)

A detailed appointment letter would be issued on your joining day on **20th February, 2018.**

We look forward to have you onboard with us at the earliest.

With warm regards,

PATHFINDER PUBLISHING PVT. LTD. New Delhi

Anuj Walia
Assistant Manager-HR

PATHFINDER

Date: - January 24th, 2018

Employment Offer Letter

To,

Pranav Batra

Subject: Employment offer: "Management Trainee" at Careers360

Dear Pranav,

Based on the Campus recruitment process concluded on 20th January, 2018 we are pleased to offer you the position of **"Management Trainee"** at Careers360.

Your total compensation would be as stated:

Total CTC: INR 6,50,000 LPA

CTC breakup:

Fixed CTC: INR 4,80,000 LPA

Performance Variable: INR 1,20,000 (Paid annually, this shall be based on your performance)

Retention Bonus: INR 50,000 (to be paid annually)

A detailed appointment letter would be issued on your joining day on **20th February, 2018.**

We look forward to have you onboard with us at the earliest.

With warm regards,

PATHFINDER PUBLISHING PVT. LTD. New Delhi

Anuj Walia
Assistant Manager-HR

PATHFINDER

Date: - January 24th, 2018

Employment Offer Letter

To,

Karan Goel

Subject: Employment offer: "Management Trainee" at Careers360

Dear Karan,

Based on the Campus recruitment process concluded on 20th January, 2018 we are pleased to offer you the position of **"Management Trainee"** at Careers360.

Your total compensation would be as stated:

Total CTC: INR 6,50,000 LPA

CTC breakup:

Fixed CTC: INR 4,80,000 LPA

Performance Variable: INR 1,20,000 (Paid annually, this shall be based on your performance)

Retention Bonus: INR 50,000 (to be paid annually)

A detailed appointment letter would be issued on your joining day on **20th February, 2018.**

We look forward to have you onboard with us at the earliest.

With warm regards,

PATHFINDER PUBLISHING PVT. LTD. New Delhi

Anuj Walia
Assistant Manager-HR

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 5th March 2018

Mr. Anirudh Agrawal,
Kharag Narayan House,
Sabji mandi road, near Zama maszid,
Mungeriganj, Bihar- 855101

Dear **Mr. Anirudh,**

With reference to our offer dated **5th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – HL** in the Grade **MT**. Your date of joining is **5th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Kolkata,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the

Reliance Home Finance Limited
Registered Office: Reliance Centre, South Wing, 6th Floor, Off Western Express Highway, Santacruz (East), Mumbai – 400 055
T +91 22 3303 6000 / F +91 22 3303 6662, E-mail: rhfl.investor@relianceada.com, Website: www.reliancehomefinance.com
Customer Service: T +91 22 3967 1600 / 1800-300-90909 (toll free) / E-mail: customercare@reliancehomefinance.com
Branch Office: The Ruby, 11th Floor, North West Wing,Plot No. 29, JK Sawant marg,Dadar, Mumbai -28.
CIN: L67190MH2008PLC183216
A RELIANCE CAPITAL COMPANY

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You will be governed at all times by the polices, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter (including the annexure, if any) and / or otherwise. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

03. PROVIDENT FUND SCHEME:

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

04. PROBATION / CONFIRMATION:

You will be on probation initially for a period of **Twelve Months** w.e.f. your date of joining. Your probation may be extended by the Company, at its discretion, based on your performance / conduct. Reliance Home Finance Ltd. follows a policy of 'Confirmation by default. Your services are deemed to be confirmed at the end of the probation period unless you receive intimation to the contrary. **During the probation period, your services are liable for termination at any time without any notice in writing or payment in lieu thereof.** The Company may not assign any reason for such termination which shall be at the sole discretion of the Company & you will not be entitled to any claim, damage, compensation or any other payment on that account.

05. COMPENSATION PROGRESSION:

Future increase in your compensation and future prospects in the company shall entirely depend on your performance, efficiency, hard work, and regularity in attendance, sincerity, good behavior and conduct and such other relevant factors and the Company's performance. Such increase in no case shall be automatic and/or a matter of right.

You shall become eligible for Increment and Performance Linked Variable Pay if you are not a resigned employee on day of payout.

06. MEDICAL FITNESS:

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

i. A false declaration of medical fitness by you.
ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given 30 days time to regain your fitness.
iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

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RELIANCE HOME FINANCE

07. DUTIES AND RESPONSIBILITIES:

i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii. You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee.

v. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi. You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof. You are specifically made aware that you will not be entitled to any compensation for such act of yours, and that any rewards which the Company may choose to bestow upon you will not create any proprietary rights in your favor.

vii. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

viii. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

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08. TERMINATION OF PERMANENT SERVICE:

i. You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii. If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii. Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv. On satisfactory completion of the probation period and confirmation of your services, this contract can be terminated by either party by giving to the other 90 days notice in writing or compensation (on CTC basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter.

09. GENERAL:

i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

iv. You will intimate in writing to the Company any change of address within a week from change of the same; failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

v. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vi. The present designation is subject to change depending upon work assignment from time to time.

vii. You shall be required to sign and abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

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viii. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. During this entire period of such suspension you will be paid a suspension allowance at the rate 50 % of your current salary (Base Pay + Choice Pay). If, however, the enquiry officer records that the said enquiry is being delayed due to any act, deed or conduct on your part, the said suspension allowance will be reduced to 30% of your current salary (Base Pay + Choice Pay). The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

ix. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

x. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xi. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Mumbai.

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one You are requested to initial (on all pages) and sign (in the space herein below) and return the enclosed copy in acceptance of the terms and conditions incorporated herein above.

With best wishes for your assignment.

Sincerely yours,
For Reliance Home Finance Ltd.

Regards,
Darshan Visaria
HR Business Partner – Corporate

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME: ANIRUDH AGRAWAL

SIGNATURE: Anirudh Agrawal

DATE: 05/03/2018

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Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

Profile: Executive Trainee

Business Segment: Credit Cards, Retail and MSME Lending

Location: Mumbai

Purpose:

- To Achieve Retail Assets disbursal volume targets set for the area (Through DSA's / channel partners)
- Ensure the profitability parameters are met:
    - Pricing
    - Fee
    - Cross – Sell products – Insurance
    - Cost of Acquisition

Key deliverables expected on the job:

- Acquisition of new DSA's for Unsecured Loans basis the requisite organizational norms
- Achieve disbursement targets through DSA's
- Direct Selling Agent Management
- Ensure Compliance on KYC and PDD's
- Regular tracking of acquired portfolios and ensure minimum risk

Selection Criteria:

- Min 50% throughout educational history
- Self-driven and self-motivated
- Ambitious
- Aggressive
- Agile
- Target oriented
- Displays the organizational values

Compensation:

6 L Fixed
10% -15% Variable pay (based on performance)

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Welcome to RBL Bank

2 messages

Divya Sagar <Divya.Sagar2@rblbank.com> Mon, A
To: "bhardwajavani4@gmail.com" <bhardwajavani4@gmail.com>, "rasha.primpal13@gmail.com" <rasha.primpal13@gmail.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Pia Shome <Pia.Shome@rblbank.com>

Dear all,

Welcome to RBL Bank!

It gives us immense pleasure to welcome you to RBL Bank which is the fastest growing bank of the country. We hope that your journey with us will be mutually beneficial and rewarding.
To settle you comfortably at RBL Bank, we have provided details regarding a few essential things which will help you for your joining:

- Your joining date is **14th May 2018**
- We have planned a 3-day induction for you, at Mumbai. Post your induction, you will be joining at your respective work locations
- We will make the travel (2AC train tickets) and 3 day stay arrangement for you in a hotel.
- The offer letter has been initiated and will be mailed to you soon

Please send your details in below format :

Sr. no.	Name	Institute Name	City	Gender	DOB (dd/mm/yyyy)	Travel Details: From	Travel Details: To	PAN No.	Mail Id

Kindly connect with me for any concerns.

Thanks and regards

Divya Sagar

Management Trainee

Campus Engagement & Gender Diversity

Human Resources

(M) : +91 9543159609

RBL BANK apno ka bank

RBL Bank Limited

One Indiabulls Centre, Tower 2B, 9th Floor,

841, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013

DISCLAIMER: Information contained and transmitted by this e-mail and including attachment thereto is proprietary or legally privileged information to RBL Bank Limited. It is intended for the d recipient(s) and purpose, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. Access to this e-mail and/or to the attachment by anyone unauthorized. If you are not the intended recipient, an agent of the intended recipient or a person responsible for delivering the information to the intended recipient, you are notified that any u reproduction, dissemination, disclosure, modification, publication of this e-mail or any information contained therein in any way or in any manner is strictly prohibited or may be unlawful. Furth intended recipient, please notify the sender immediately about mis-delivery and permanently delete this e-mail and its attachments, if any. . The recipient acknowledges that the views express those of sender and may not necessarily reflect those of the Bank. There is no guarantee that the integrity of this communication has been maintained and nor is this communication free of vi or interference. The sender or the Bank accepts no liability for damage caused by any virus transmitted in this email or error or omissions.

Divya Sagar <Divya.Sagar2@rblbank.com> Wed, Apr 25, 2018 at 6:39 PM
To: "bhardwajavani4@gmail.com" <bhardwajavani4@gmail.com>, "rasha.primpal13@gmail.com" <rasha.primpal13@gmail.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Pia Shome <Pia.Shome@rblbank.com>

Dear all,

Please find your joining location below:

Candidate Name	Institute Name	Business Unit	Proposed Designation	Location of operating
Avani Bhardwaj	ICFAI Business School, Hyderabad	Credit Cards, Retail and MSME Lending	Executive Trainee	Hyderabad
Primpal Kaur Rasha	ICFAI Business School, Hyderabad	Credit Cards, Retail and MSME Lending	Executive Trainee	Hyderabad

Regards

Divya Sagar

From: Divya Sagar
Sent: Monday, April 23, 2018 5:38 PM
To: 'bhardwajavani4@gmail.com'; 'rasha.primpal13@gmail.com'
Cc: 'Praveen Ch'; Pia Shome
Subject: Welcome to RBL Bank

[Quoted text hidden]
[Quoted text hidden]

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

RE: Arjun Singh Oberai// IBS HYderabad// Job Acceptance Mail

HR <hr@premiersolar.co.in> Fri, Mar 9, 2018 at 6:13 PM
To: arjun singh oberai <arjun.s.oberai@gmail.com>
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hello Arjun,

Congratulations on your appointment as Business Development – Associate.

Your annual CTC will be Rs. 6Lac (5 fixed, 1Variable) In variable 50% is assured, 25% depends on company performance and 25% depends on Individual performance.

I will mail you your appointment letter on 20 Mar 2018.

Regards,
Anjanee Sharma

HR Executive

From: arjun singh oberai [mailto:arjun.s.oberai@gmail.com]
Sent: Thursday, March 8, 2018 1:50 PM
To: hr@premiersolar.co.in
Subject: Arjun Singh Oberai// IBS HYderabad// Job Acceptance Mail

Dear Ma'am,

Greetings!!!!

As per our telephonic conversation, I'm highly pleased to accept the job offer from Premier Solar Pvt. Ltd. The following details were agreed upon:

CTC : 6 Lac/annum (5.5 Lac Fixed, 25k Performance Bonus, 25k Company's Performance Bonus)

Joining Date: 2nd April 2018

Designation: Sales/Business Development

Kindly release the offer letter at the earliest for the same to be shown at the Institute.

For any further clarification, kindly contact the undersigned.

Regards

On Mon, Mar 5, 2018 at 1:38 PM, arjun singh oberai <arjun.s.oberai@gmail.com> wrote:

Dear Ma'am, -

Greetings!!!

As per our telephonic discussion kindly find attached my bank statement from 1st Dec 2015 to 30th June 2016. The salary part has been marked in yellow colour on the sheet.

Ref. in WNY HOLIDAYS PVT. LTD.

Name : Mr Bhaskar Tewari

Designation : Director

Contact No : +91-9560343444

For the salary slips, I require some days time to get it mailed from the company.

For any further clarification, kindly contact the undersigned.

Regards

--

Arjun Singh Oberai

(+91-8447311025)

--

Arjun Singh Oberai

(+91-8447311025)

Strictly Private and Confidential

Date: 11 April 2018

To,
Avipsa Panda
Hyderabad

Dear Avipsa Panda,

Thank you for the keen interest you have shown in joining our organisation. Consequent to your application, interviews and subsequent discussions with us, we are pleased to offer you a career at **GD Research Center Private Limited,** Hyderabad. Please accept our heartiest congratulations and a warm Welcome to the **GDRC** Family.

You would be designated as **Associate Analyst**. Your employment start date is **23-Apr-2018.** Your annual emoluments will be **Rs.355051** (**Rupees Three Lakhs Fifty Five Thousand Fifty One Only**) Total Cost to Company (CTC) basis. Please refer to **Annexure A** for the break-up.

You will be governed by the Company's Rules and Regulations in force from time to time and as applicable to you.

Terms and Conditions:-

1. **Working Hours:-**
   Your working hours will be regulated from time to time purely at the discretion of the management of the establishment to which you are attached. You should be flexible to work in shifts as per business needs.

2. Please note if the information and supporting documents provided by you, based on which this offer is being extended, is found to be incorrect or unauthentic, your services will be terminated with immediate effect, without any notice or notice pay.

3. You will devote whole time attention to the business of the company and will not be interested or engaged directly or indirectly in other trade or business or as principal agent or servant for any person, firm or company

4. Your employment is transferable to any of the group companies in India or abroad.

5. **Leaves :-**
   You shall be entitled to avail leave and other benefits applicable to you as per the company policy, in force and/or which may be revised from time to time. Leave of any type can be taken, in excess of this would be treated as leave without pay. Leave will have to be pre-approved by your manager. Refer to leave policy in the HR Handbook.

6. **Performance Appraisals :-**
   Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company.

   You will be eligible for a promotion and salary review assessment in the next appraisal cycle as per company policies. Your emoluments will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion but only makes you entitled to be evaluated for a possible selection to the next level.

7. **Probation and Notice Period:- (** depending on designation)
   Employees at the level of **Associate Analyst** will be on probation for a period of six months. During this time the notice period will be **Thirty** days or salary in lieu thereof, on either side. On the completion of probation period, the notice period will be **Thirty** days or salary in lieu thereof, on either side.

8. **Provident Fund:-**
   You will be entitled to become a member of PF scheme, which is governed under the Employee Provident Fund Act, 1952.The current rate of contribution is 12% of basic per month (however, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance) and equal contribution will be made by the company, which will be a part of gross emoluments.

9. **Medical Scheme:-**
   You will be eligible to participate in Company's Group Medical & Term Life Insurance Policy as applicable to your category of employees.

10. **Gratuity:-**
    Applicable as per the Government Regulation.

11. **Income Tax:-**
    Income Tax will be deducted as applicable from your salary. You shall be responsible to the company for all Taxes and obligations. Company shall not be liable for any misstatement or declaration. Permanent Account Number (PAN) is mandatory.

12. **Customary Bonus:-**
    The Customary bonus will be payable in the month of your anniversary date and will be based on your prevailing CTC salary as of your anniversary date. This Bonus payment will be subject to prevailing customary bonus policy.

Please note that your compensation is confidential information. Under no circumstance you should divulge your compensation details to anybody within or outside the organisation, without written permission from the organisation. Any non-adherence to this clause will be constituted as indiscipline and could lead to action as per the HR policies of the organisation, including termination from the services of the organisation without any notice or notice pay.

Please ensure that by accepting this offer, you warrant that before your date of Joining with the company you will clear all the pending issues with your previous organisation and GDRC is not liable to make any payments in respect of the same. By accepting this offer, you also accept the terms and conditions of Non disclosure agreement and HR policies of the Company. The full terms and conditions of your employment are as detailed in the GD Research Center Private Limited staff manual which will be provided to you on your commencement date.

Please contact Human Resources (040-67426702) if you have any questions. In the meantime, we look forward to you commencing employment with us and hope that it proves to be the start of a long and successful working relationship.

By accepting this offer, you also hereby declare that you have never indulged in any criminal activity and convicted for any criminal or illegal activities. You also declare that there are no legal cases pending against you as on this date

GD Research Center

Annexure "A"

Date: 11 April 2018

Name: Avipsa Panda
Designation: Associate Analyst

Compensation details with effect from **23-Apr-18** are as given below -

Component	Annual Gross (INR)	Monthly Gross(INR)	Particulars
Basic	105000	8750	Base Pay
HRA	87500	7292	House Rent Allowance (Tax exempted as per prevailing IT Act)
Medical allow/reimbursement	15000	1250	Tax exempted if used for domiciliary medical expenses as per prevailing IT Act.
Conveyance Allowance	19200	1600	Non taxable as per prevailing IT Act.
Provident Fund contribution 12%	21600	1800	Employer contribution towards Provident fund which is payable on Basic. However, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance.
Customary Bonus*	24500	2042	Annual Component & will be paid after completion of each full year of service as per company's Policy
Special Allowance**	75000	6250	This component will be treated as part of customized pool of allowance for tax computation under IT Act
Customized pool of allowances**	2200	183	
Gross Compensation	**350000**	**29167**	
Gratuity @ 4.81% on Base Salary	5051	421	Paid as per Gratuity Act.
TOTAL CTC	**355051**	**29588**	Cost to Company

**** Customary Bonus is a yearly fixed component and will be paid after completion of each full year of service as per company's policy.***

***** Special Allowance/Customized Pool of allowances***

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

Component	Maximum Limit	Remarks
Meal Allowance(Optional, Will be adjusted against Special Allowance/Customized pool of allowance)	26,400	Tax exempted, if opted for meal vouchers
Gift Coupons	5,000	Tax exempted If opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

*** Special allowance/Customized pool of allowances components which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.*

Yours sincerely

Praveen Kumar Chanda
Head - Human Resources, India

Acceptance of offer

I understand and accept all the terms & conditions of employment mentioned in the 'Offer of Appointment'. I confirm that there have been no other commitment made during the hiring process other than those specified in the offer letter. (Example Salary Hike, Promotion, transport facility etc). Please clarify in case any such commitment was made during the offer process.

Candidate's Signature

Date:

Place:

Strictly Private and Confidential

Date: 26 April 2018

To,
Megha Gupta
Hyderabad

Dear Megha Gupta,

Thank you for the keen interest you have shown in joining our organisation. Consequent to your application, interviews and subsequent discussions with us, we are pleased to offer you a career at **Digital Insights and Research Private Limited,** Hyderabad. Please accept our heartiest congratulations and a warm Welcome to the **DIR** Family.

You would be designated as **Associate Analyst**. Your employment start date is **30-Apr-2018.** Your annual emoluments will be **Rs.355051** (**Rupees Three Lakhs Fifty Five Thousand Fifty One Only**) Total Cost to Company (CTC) basis. Please refer to **Annexure A** for the break-up.

You will be governed by the Company's Rules and Regulations in force from time to time and as applicable to you.

Terms and Conditions:-

1. **Working Hours:-**
   Your working hours will be regulated from time to time purely at the discretion of the management of the establishment to which you are attached. You should be flexible to work in shifts as per business needs.

2. Please note if the information and supporting documents provided by you, based on which this offer is being extended, is found to be incorrect or unauthentic, your services will be terminated with immediate effect, without any notice or notice pay.

3. You will devote whole time attention to the business of the company and will not be interested or engaged directly or indirectly in other trade or business or as principal agent or servant for any person, firm or company

4. Your employment is transferable to any of the group companies in India or abroad.

5. **Leaves :-**
   You shall be entitled to avail leave and other benefits applicable to you as per the company policy, in force and/or which may be revised from time to time. Leave of any type can be taken, in excess of this would be treated as leave without pay. Leave will have to be pre-approved by your manager. Refer to leave policy in the HR Handbook.

6. **Performance Appraisals :-**
   Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company.

   You will be eligible for a promotion and salary review assessment in the next appraisal cycle as per company policies. Your emoluments will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion but only makes you entitled to be evaluated for a possible selection to the next level.

7. **Probation and Notice Period:- (** depending on designation)
   Employees at the level of **Associate Analyst** will be on probation for a period of six months. During this time the notice period will be **Thirty** days or salary in lieu thereof, on either side. On the completion of probation period, the notice period will be **Thirty** days or salary in lieu thereof, on either side.

8. **Provident Fund:-**
   You will be entitled to become a member of PF scheme, which is governed under the Employee Provident Fund Act, 1952.The current rate of contribution is 12% of basic per month (however, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance) and equal contribution will be made by the company, which will be a part of gross emoluments.

9. **Medical Scheme:-**
   You will be eligible to participate in Company's Group Medical & Term Life Insurance Policy as applicable to your category of employees.

10. **Gratuity:-**
    Applicable as per the Government Regulation.

11. **Income Tax:-**
    Income Tax will be deducted as applicable from your salary. You shall be responsible to the company for all Taxes and obligations. Company shall not be liable for any misstatement or declaration. Permanent Account Number (PAN) is mandatory.

12. **Customary Bonus:-**
    The Customary bonus will be payable in the month of your anniversary date and will be based on your prevailing CTC salary as of your anniversary date. This Bonus payment will be subject to prevailing customary bonus policy.

Please note that your compensation is confidential information. Under no circumstance you should divulge your compensation details to anybody within or outside the organisation, without written permission from the organisation. Any non-adherence to this clause will be constituted as indiscipline and could lead to action as per the HR policies of the organisation, including termination from the services of the organisation without any notice or notice pay.

Please ensure that by accepting this offer, you warrant that before your date of Joining with the company you will clear all the pending issues with your previous organisation and DIR is not liable to make any payments in respect of the same. By accepting this offer, you also accept the terms and conditions of Non disclosure agreement and HR policies of the Company. The full terms and conditions of your employment are as detailed in the Digital Insights and Research Private Limited staff manual which will be provided to you on your commencement date.

Please contact Human Resources (040-67426702) if you have any questions. In the meantime, we look forward to you commencing employment with us and hope that it proves to be the start of a long and successful working relationship.

By accepting this offer, you also hereby declare that you have never indulged in any criminal activity and convicted for any criminal or illegal activities. You also declare that there are no legal cases pending against you as on this date

ProgressiveMedia

Annexure "A"

Date: 26 April 2018

Name: Megha Gupta
Designation: Associate Analyst

Compensation details with effect from **30-Apr-18** are as given below -

Component	Annual Gross (INR)	Monthly Gross(INR)	Particulars
Basic	105000	8750	Base Pay
HRA	87500	7292	House Rent Allowance (Tax exempted as per prevailing IT Act)
Medical allow/reimbursement	15000	1250	Tax exempted if used for domiciliary medical expenses as per prevailing IT Act.
Conveyance Allowance	19200	1600	Non taxable as per prevailing IT Act.
Provident Fund contribution 12%	21600	1800	Employer contribution towards Provident fund which is payable on Basic. However, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance.
Customary Bonus*	24500	2042	Annual Component & will be paid after completion of each full year of service as per company's Policy
Special Allowance**	75000	6250	This component will be treated as part of customized pool of allowance for tax computation under IT Act
Customized pool of allowances**	2200	183	
Gross Compensation	**350000**	**29167**	
Gratuity @ 4.81% on Base Salary	5051	421	Paid as per Gratuity Act.
TOTAL CTC	**355051**	**29588**	Cost to Company

**** Customary Bonus is a yearly fixed component and will be paid after completion of each full year of service as per company's policy.***

***** Special Allowance/Customized Pool of allowances***

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

Component	Maximum Limit	Remarks
Meal Allowance(Optional, Will be adjusted against Special Allowance/Customized pool of allowance)	26,400	Tax exempted, if opted for meal vouchers
Gift Coupons	5,000	Tax exempted If opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

*** Special allowance/Customized pool of allowances components which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.*

Yours sincerely

Praveen Kumar Chanda
Head - Human Resources, India

Acceptance of offer

I understand and accept all the terms & conditions of employment mentioned in the 'Offer of Appointment'. I confirm that there have been no other commitment made during the hiring process other than those specified in the offer letter. (Example Salary Hike, Promotion, transport facility etc). Please clarify in case any such commitment was made during the offer process.

Candidate's Signature

Date:

Place:

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

RE: IBS Hyderabad

Harikrushna <harikrushna.sarvaiya@radiobigfm.com> Wed, Apr 18, 2018 at 4:29 PM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Cc: asmita.bhatti@reliancebroadcast.com, Ridhi Menon <ridhi.menon@radiobigfm.com>

They have been offered 6LPA.

Designation is Sales Account Manager.

Prateek has been shortlisted for Ahmedabad & Shikhar for Kolhapur as of now.

Regards,
Hari

From: Haseeb Akhter Mohammed Abdul [mailto:haseebakhter@ibsindia.org]
Sent: 18 April 2018 16:20
To: harikrushna.sarvaiya@radiobigfm.com
Cc: asmita.bhatti@reliancebroadcast.com; Ridhi Menon
Subject: IBS Hyderabad

Dear Harikrushan,

We were informed on the selection of 2 more students from our campus apart from Kriti Sharma who have joined Big Fm from IBS Hyderabad on April 2nd 2018.

Request you to please share one email confirmation on the selection of the 2 students with Name,Designation CTc and Location for our college records.

The 2 students who joined are

1.Shikhar Sharma

2.Prateek Varma.

Please oblige the request,this is only for our college records.

Thanks,

Regards,
M.A.Haseeb Akhter
Chief Manager Corporate Relations
IBS - HYDERABAD,
IFHE (The ICFAI Foundation for Higher Education)
(Declared as Deemed-to-be university u/s 3 of the UGC Act 1956).
Dontanapally , Shankarpalli Road , Hyderabad - 501 504, Andhra Pradesh, India.
Mobile : +91-9849411644, Fax : +91-8417-236653,
Email : haseebakhter@ibsindia.org , Website : www.ibshyderabad.org

The information contained in this e-mail message is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you should return it to the sender immediately. Please note that while we scan all e-mails for viruses we cannot guarantee that any e-mails virus-free and accept no liability for any damage caused by any virus transmitted by this email.

Annual Performance Linked Incentive Policy

Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria

- All employees are entitled to *a*nnual Performance Linked Incentive (*a*PLI)
- All *a*PLI will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- Business Unit and Company performance will have an implication on the total earning of *a*PLI
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *a*PLI is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *a*PLI for the fiscal
- *a*PLI entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *a*PLI for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation

Applicable for Sales associates upto Business Partner, Group Head and Sales Manager level

- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive.
- Incentive for associates having targets for both Radio and Television is calculated by :

Minimum realized revenue should be 75% (Radio) & 70% (TV) of annual T/A to be eligible for aPLI (Realized revenue is considered as revenue invoiced and burned in the period of calculation in that particular FY)

- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.

Revised effective April 2016

- *a*PLI entitlement is as per the below Reward Meter –

  Sales Associates CAR will be considered for Increments and Promotions; for *a*PLI consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary* **(Radio)**	No. of months of Salary* **(TV)**
70- 75	X	1
75 – 79.9	1	1
80-84.9	1	2
85 – 89.9	2	3
90-94.9	2	4
95-99.9	3	5
100-109.9	4	6
110- 119.9	5.5	7.5
120-129.9	6.5	8.5
130-139.9	7.5	9.5
140-149.9	8	10.5
150- 159.9	10	11.5
160 & above	12	12

Incentive Plan (Sr. Business Partner, Regional Business Director, ASMs & NSH verticals)

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary*
Less than 75	X
75 – 94.9	1.5
95 – 119.9	2.5
120-140	3.5
160 & above	4.5

Incentive Plan – New Client Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
1 - 3	1
4 - 7	2
7 - 10	4
10 - 15	6
15 - 20	8
20 - 25	10
25++	12

Incentive Plan – New Campaign Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
5 - 10	1
11 - 15	2
16 - 20	4
21 - 25	6
26 - 30	8
31 - 40	10
40++	12

For associate handling New Client Acquisition & New Campaign Acquisition –incentive slab of the highest achievement (Client Acquisition or Campaign Acquisition) will be considered.

Revised effective April 2016

PurpleTalk

February 02, 2018

Offer of Employment

Mr. Aditya Jaiswal
adityajr101@gmail.com
869-7225665

Dear Aditya Jaiswal,

Thank you for your keen interest in PurpleTalk. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Analyst - Solutions". You are required to join the services of the company on or before 01st March, 2018 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 6,00,000/- per annum along with an additional Performance Based Variable Component of upto a maximum of INR 50,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size colour photographs.
5. Aadhar card (in full along with the enrolment number)
6. PAN card.
7. A valid passport (if any).
8. Current residential address proof.
9. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____
Name Date

PurpleTalk

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Mr. Aditya Jaiswal (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees/ consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/ transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be two months advance notice in writing or payment of two months gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a two months advance notice in writing. Such notice may not be offset by unused leave. In the event that the Employee is on probation, then such an Employee is required to serve one month advance notice in writing. Similarly, termination of employment by Company will be one month notice in writing or payment of one month gross salary in lieu of such notice.

PurpleTalk

ANNEXURE - A

COMPENSATION STRUCTURE AND BENEFITS

Name: Mr. Aditya Jaiswal
Designation: Analyst - Solutions

S.No	SALARY COMPONENT	MONTHLY	ANNUAL
	EARNINGS		
1	Basic	₹ 20,000	₹ 2,40,000
2	HRA	₹ 8,000	₹ 96,000
3	Conveyance Allowance	₹ 1,600	₹ 19,200
4	Medical Allowance	₹ 1,250	₹ 15,000
5	Special Allowance	₹ 16,750	₹ 2,01,000
	GROSS SALARY	₹ 47,600	₹ 5,71,200
6	Company Contributions to PF	₹ 2,400	₹ 28,800
(A)	Total Fixed CTC	₹ 50,000	₹ 6,00,000
	DEDUCTIONS		
1	Employee Contribution to PF	₹ 2,400	
2	Professional Tax	₹ 200	
	Net Monthly Salary (before TDS)	₹ 45,000	
(B)	Variable Pay (per annum) See the Note #3 below		₹ 50,000
(A+B)	Total CTC (Including Variable Pay)		₹ 6,50,000
	BENEFITS NOT INCLUDED IN CTC (These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage - for self, spouse & two children (together per annum)		₹ 2,00,000
2	Group Personal Accident Coverage - for self		₹ 13,50,000

NOTE:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time

2. Any other statutory deductions will be made according to the Government's policies from time to time.

3. The above mentioned Variable Pay shall be based on the performance of the company & the individual employee. Based on your performance and eligibility, you will be paid on pro-rata basis. .

for PurpleTalk India Private Limited
Mr. Bharath Lingam (CEO)

Accepted and acknowledged
Mr. Aditya Jaiswal

Strictly Private and Confidential

Date: 11 April 2018

To,
Ankur Agarwal
Hyderabad

Dear Ankur Agarwal,

Thank you for the keen interest you have shown in joining our organisation. Consequent to your application, interviews and subsequent discussions with us, we are pleased to offer you a career at **Digital Insights and Research Private Limited,** Hyderabad. Please accept our heartiest congratulations and a warm Welcome to the **DIR** Family.

You would be designated as **Associate Analyst**. Your employment start date is **23-Apr-2018.** Your annual emoluments will be **Rs.355051** (**Rupees Three Lakhs Fifty Five Thousand Fifty One Only**) Total Cost to Company (CTC) basis. Please refer to **Annexure A** for the break-up.

You will be governed by the Company's Rules and Regulations in force from time to time and as applicable to you.

Terms and Conditions:-

1. **Working Hours:-**
   Your working hours will be regulated from time to time purely at the discretion of the management of the establishment to which you are attached. You should be flexible to work in shifts as per business needs.

2. Please note if the information and supporting documents provided by you, based on which this offer is being extended, is found to be incorrect or unauthentic, your services will be terminated with immediate effect, without any notice or notice pay.

3. You will devote whole time attention to the business of the company and will not be interested or engaged directly or indirectly in other trade or business or as principal agent or servant for any person, firm or company

4. Your employment is transferable to any of the group companies in India or abroad.

5. **Leaves :-**
   You shall be entitled to avail leave and other benefits applicable to you as per the company policy, in force and/or which may be revised from time to time. Leave of any type can be taken, in excess of this would be treated as leave without pay. Leave will have to be pre-approved by your manager. Refer to leave policy in the HR Handbook.

6. **Performance Appraisals :-**
   Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company.

   You will be eligible for a promotion and salary review assessment in the next appraisal cycle as per company policies. Your emoluments will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion but only makes you entitled to be evaluated for a possible selection to the next level.

7. **Probation and Notice Period:- (** depending on designation)
   Employees at the level of **Associate Analyst** will be on probation for a period of six months. During this time the notice period will be **Thirty** days or salary in lieu thereof, on either side. On the completion of probation period, the notice period will be **Thirty** days or salary in lieu thereof, on either side.

8. **Provident Fund:-**
   You will be entitled to become a member of PF scheme, which is governed under the Employee Provident Fund Act, 1952.The current rate of contribution is 12% of basic per month (however, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance) and equal contribution will be made by the company, which will be a part of gross emoluments.

9. **Medical Scheme:-**
   You will be eligible to participate in Company's Group Medical & Term Life Insurance Policy as applicable to your category of employees.

10. **Gratuity:-**
    Applicable as per the Government Regulation.

11. **Income Tax:-**
    Income Tax will be deducted as applicable from your salary. You shall be responsible to the company for all Taxes and obligations. Company shall not be liable for any misstatement or declaration. Permanent Account Number (PAN) is mandatory.

12. **Customary Bonus:-**
    The Customary bonus will be payable in the month of your anniversary date and will be based on your prevailing CTC salary as of your anniversary date. This Bonus payment will be subject to prevailing customary bonus policy.

Please note that your compensation is confidential information. Under no circumstance you should divulge your compensation details to anybody within or outside the organisation, without written permission from the organisation. Any non-adherence to this clause will be constituted as indiscipline and could lead to action as per the HR policies of the organisation, including termination from the services of the organisation without any notice or notice pay.

Please ensure that by accepting this offer, you warrant that before your date of Joining with the company you will clear all the pending issues with your previous organisation and DIR is not liable to make any payments in respect of the same. By accepting this offer, you also accept the terms and conditions of Non disclosure agreement and HR policies of the Company. The full terms and conditions of your employment are as detailed in the Digital Insights and Research Private Limited staff manual which will be provided to you on your commencement date.

Please contact Human Resources (040-67426702) if you have any questions. In the meantime, we look forward to you commencing employment with us and hope that it proves to be the start of a long and successful working relationship.

By accepting this offer, you also hereby declare that you have never indulged in any criminal activity and convicted for any criminal or illegal activities. You also declare that there are no legal cases pending against you as on this date

ProgressiveMedia

Annexure "A"

Date: 11 April 2018

Name: Ankur Agarwal
Designation: Associate Analyst

Compensation details with effect from **23-Apr-18** are as given below -

Component	Annual Gross (INR)	Monthly Gross(INR)	Particulars
Basic	105000	8750	Base Pay
HRA	87500	7292	House Rent Allowance (Tax exempted as per prevailing IT Act)
Medical allow/reimbursement	15000	1250	Tax exempted if used for domiciliary medical expenses as per prevailing IT Act.
Conveyance Allowance	19200	1600	Non taxable as per prevailing IT Act.
Provident Fund contribution 12%	21600	1800	Employer contribution towards Provident fund which is payable on Basic. However, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance.
Customary Bonus*	24500	2042	Annual Component & will be paid after completion of each full year of service as per company's Policy
Special Allowance**	75000	6250	This component will be treated as part of customized pool of allowance for tax computation under IT Act
Customized pool of allowances**	2200	183	
Gross Compensation	**350000**	**29167**	
Gratuity @ 4.81% on Base Salary	5051	421	Paid as per Gratuity Act.
TOTAL CTC	**355051**	**29588**	Cost to Company

**** Customary Bonus is a yearly fixed component and will be paid after completion of each full year of service as per company's policy.***

***** Special Allowance/Customized Pool of allowances***

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

Component	Maximum Limit	Remarks
Meal Allowance(Optional, Will be adjusted against Special Allowance/Customized pool of allowance)	26,400	Tax exempted, if opted for meal vouchers
Gift Coupons	5,000	Tax exempted If opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

*** Special allowance/Customized pool of allowances components which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.*

Yours sincerely

Praveen Kumar Chanda
Head - Human Resources, India

Acceptance of offer

I understand and accept all the terms & conditions of employment mentioned in the 'Offer of Appointment'. I confirm that there have been no other commitment made during the hiring process other than those specified in the offer letter. (Example Salary Hike, Promotion, transport facility etc). Please clarify in case any such commitment was made during the offer process.

Candidate's Signature

Date:

Place:

PurpleTalk

February 02, 2018

Offer of Employment

Mr. Ankur Sharma
ankursharma4494@gmail.com
830-6077294

Dear Ankur Sharma,

Thank you for your keen interest in PurpleTalk. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Analyst - Solutions". You are required to join the services of the company on or before 01st March, 2018 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 6,00,000/- per annum along with an additional Performance Based Variable Component of upto a maximum of INR 50,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size colour photographs.
5. Aadhar card (in full along with the enrolment number)
6. PAN card.
7. A valid passport (if any).
8. Current residential address proof.
9. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____
Name Date

PurpleTalk

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Mr. Ankur Sharma (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees/ consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/ transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be two months advance notice in writing or payment of two months gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a two months advance notice in writing. Such notice may not be offset by unused leave. In the event that the Employee is on probation, then such an Employee is required to serve one month advance notice in writing. Similarly, termination of employment by Company will be one month notice in writing or payment of one month gross salary in lieu of such notice.

PurpleTalk

ANNEXURE - A

COMPENSATION STRUCTURE AND BENEFITS

Name: Mr. Ankur Sharma
Designation: Analyst - Solutions

S.No	SALARY COMPONENT	MONTHLY	ANNUAL
	EARNINGS		
1	Basic	₹ 20,000	₹ 2,40,000
2	HRA	₹ 8,000	₹ 96,000
3	Conveyance Allowance	₹ 1,600	₹ 19,200
4	Medical Allowance	₹ 1,250	₹ 15,000
5	Special Allowance	₹ 16,750	₹ 2,01,000
	GROSS SALARY	₹ 47,600	₹ 5,71,200
6	Company Contributions to PF	₹ 2,400	₹ 28,800
(A)	Total Fixed CTC	₹ 50,000	₹ 6,00,000
	DEDUCTIONS		
1	Employee Contribution to PF	₹ 2,400	
2	Professional Tax	₹ 200	
	Net Monthly Salary (before TDS)	₹ 45,000	
(B)	Variable Pay (per annum) See the Note #3 below		₹ 50,000
(A+B)	Total CTC (Including Variable Pay)		₹ 6,50,000
	BENEFITS NOT INCLUDED IN CTC (These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage - for self, spouse & two children (together per annum)		₹ 2,00,000
2	Group Personal Accident Coverage - for self		₹ 13,50,000

NOTE:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time

2. Any other statutory deductions will be made according to the Government's policies from time to time.

3. The above mentioned Variable Pay shall be based on the performance of the company & the individual employee. Based on your performance and eligibility, you will be paid on pro-rata basis. .

for PurpleTalk India Private Limited
Mr. Bharath Lingam (CEO)

Accepted and acknowledged
Mr. Ankur Sharma

PurpleTalk

February 02, 2018

Offer of Employment

Mr. Mohit Anand
mohit.anand72@gmail.com
982-4641972

Dear Mohit Anand,

Thank you for your keen interest in PurpleTalk. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Analyst - Solutions". You are required to join the services of the company on or before 01st March, 2018 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 6,00,000/- per annum along with an additional Performance Based Variable Component of upto a maximum of INR 50,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size colour photographs.
5. Aadhar card (in full along with the enrolment number)
6. PAN card.
7. A valid passport (if any).
8. Current residential address proof.
9. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____
Name Date

PurpleTalk

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Mr. Mohit Anand (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees/ consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/ transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be two months advance notice in writing or payment of two months gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a two months advance notice in writing. Such notice may not be offset by unused leave. In the event that the Employee is on probation, then such an Employee is required to serve one month advance notice in writing. Similarly, termination of employment by Company will be one month notice in writing or payment of one month gross salary in lieu of such notice.

PurpleTalk

ANNEXURE - A

COMPENSATION STRUCTURE AND BENEFITS

Name: Mr. Mohit Anand
Designation: Analyst - Solutions

S.No	SALARY COMPONENT	MONTHLY	ANNUAL
	EARNINGS		
1	Basic	₹ 20,000	₹ 2,40,000
2	HRA	₹ 8,000	₹ 96,000
3	Conveyance Allowance	₹ 1,600	₹ 19,200
4	Medical Allowance	₹ 1,250	₹ 15,000
5	Special Allowance	₹ 16,750	₹ 2,01,000
	GROSS SALARY	₹ 47,600	₹ 5,71,200
6	Company Contributions to PF	₹ 2,400	₹ 28,800
(A)	Total Fixed CTC	₹ 50,000	₹ 6,00,000
	DEDUCTIONS		
1	Employee Contribution to PF	₹ 2,400	
2	Professional Tax	₹ 200	
	Net Monthly Salary (before TDS)	₹ 45,000	
(B)	Variable Pay (per annum) See the Note #3 below		₹ 50,000
(A+B)	Total CTC (Including Variable Pay)		₹ 6,50,000
	BENEFITS NOT INCLUDED IN CTC (These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage - for self, spouse & two children (together per annum)		₹ 2,00,000
2	Group Personal Accident Coverage - for self		₹ 13,50,000

NOTE:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time

2. Any other statutory deductions will be made according to the Government's policies from time to time.

3. The above mentioned Variable Pay shall be based on the performance of the company & the individual employee. Based on your performance and eligibility, you will be paid on pro-rata basis. .

for PurpleTalk India Private Limited
Mr. Bharath Lingam (CEO)

Accepted and acknowledged
Mr. Mohit Anand

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

RE: IBS Hyderabad

Harikrushna <harikrushna.sarvaiya@radiobigfm.com> Wed, Apr 18, 2018 at 4:29 PM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Cc: asmita.bhatti@reliancebroadcast.com, Ridhi Menon <ridhi.menon@radiobigfm.com>

They have been offered 6LPA.

Designation is Sales Account Manager.

Prateek has been shortlisted for Ahmedabad & Shikhar for Kolhapur as of now.

Regards,
Hari

From: Haseeb Akhter Mohammed Abdul [mailto:haseebakhter@ibsindia.org]
Sent: 18 April 2018 16:20
To: harikrushna.sarvaiya@radiobigfm.com
Cc: asmita.bhatti@reliancebroadcast.com; Ridhi Menon
Subject: IBS Hyderabad

Dear Harikrushan,

We were informed on the selection of 2 more students from our campus apart from Kriti Sharma who have joined Big Fm from IBS Hyderabad on April 2nd 2018.

Request you to please share one email confirmation on the selection of the 2 students with Name,Designation CTc and Location for our college records.

The 2 students who joined are

1.Shikhar Sharma

2.Prateek Varma.

Please oblige the request,this is only for our college records.

Thanks,

Regards,
M.A.Haseeb Akhter
Chief Manager Corporate Relations
IBS - HYDERABAD,
IFHE (The ICFAI Foundation for Higher Education)
(Declared as Deemed-to-be university u/s 3 of the UGC Act 1956).
Dontanapally , Shankarpalli Road , Hyderabad - 501 504, Andhra Pradesh, India.
Mobile : +91-9849411644, Fax : +91-8417-236653,
Email : haseebakhter@ibsindia.org , Website : www.ibshyderabad.org

The information contained in this e-mail message is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you should return it to the sender immediately. Please note that while we scan all e-mails for viruses we cannot guarantee that any e-mails virus-free and accept no liability for any damage caused by any virus transmitted by this email.

Annual Performance Linked Incentive Policy

Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria

- All employees are entitled to *a*nnual Performance Linked Incentive (*a*PLI)
- All *a*PLI will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- Business Unit and Company performance will have an implication on the total earning of *a*PLI
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *a*PLI is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *a*PLI for the fiscal
- *a*PLI entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *a*PLI for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation

Applicable for Sales associates upto Business Partner, Group Head and Sales Manager level

- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive.
- Incentive for associates having targets for both Radio and Television is calculated by :

Minimum realized revenue should be 75% (Radio) & 70% (TV) of annual T/A to be eligible for aPLI (Realized revenue is considered as revenue invoiced and burned in the period of calculation in that particular FY)

- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.

Revised effective April 2016

- *a*PLI entitlement is as per the below Reward Meter –

  Sales Associates CAR will be considered for Increments and Promotions; for *a*PLI consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary* **(Radio)**	No. of months of Salary* **(TV)**
70- 75	X	1
75 – 79.9	1	1
80-84.9	1	2
85 – 89.9	2	3
90-94.9	2	4
95-99.9	3	5
100-109.9	4	6
110- 119.9	5.5	7.5
120-129.9	6.5	8.5
130-139.9	7.5	9.5
140-149.9	8	10.5
150- 159.9	10	11.5
160 & above	12	12

Incentive Plan (Sr. Business Partner, Regional Business Director, ASMs & NSH verticals)

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary*
Less than 75	X
75 – 94.9	1.5
95 – 119.9	2.5
120-140	3.5
160 & above	4.5

Incentive Plan – New Client Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
1 - 3	1
4 - 7	2
7 - 10	4
10 - 15	6
15 - 20	8
20 - 25	10
25++	12

Incentive Plan – New Campaign Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
5 - 10	1
11 - 15	2
16 - 20	4
21 - 25	6
26 - 30	8
31 - 40	10
40++	12

For associate handling New Client Acquisition & New Campaign Acquisition –incentive slab of the highest achievement (Client Acquisition or Campaign Acquisition) will be considered.

Revised effective April 2016

February 02, 2018

Offer of Employment

Ms. Sohini Mukherjee
smk.mukherjee91@gmail.com
990-1920090

Dear Sohini Mukherjee,

Thank you for your keen interest in PurpleTalk. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialize in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Analyst - Content Development". You are required to join the services of the company on or before 01st March, 2018 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 5,00,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size colour photographs.
5. Aadhar card (in full along with the enrolment number)
6. PAN card.
7. A valid passport (if any).
8. Current residential address proof.
9. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____

Name Date

PurpleTalk

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Ms. Sohini Mukherjee (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company) while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees/ consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/ transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be two months advance notice in writing or payment of two months gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a two months advance notice in writing. Such notice may not be offset by unused leave. In the event that the Employee is on probation, then such an Employee is required to serve one month advance notice in writing. Similarly, termination of employment by Company will be one month notice in writing or payment of one month gross salary in lieu of such notice.

PurpleTalk

ANNEXURE - A

COMPENSATION STRUCTURE AND BENEFITS

Name: Ms. Sohini Mukherjee
Designation: Analyst - Content Development

S.No	SALARY COMPONENT	MONTHLY	ANNUAL
	EARNINGS		
1	Basic	₹ 16,667	₹ 2,00,000
2	HRA	₹ 6,667	₹ 80,000
3	Conveyance Allowance	₹ 1,600	₹ 19,200
4	Medical Allowance	₹ 1,250	₹ 15,000
5	Special Allowance	₹ 13,483	₹ 1,61,800
	GROSS SALARY	₹ 39,667	₹ 4,76,000
6	Company Contributions to PF	₹ 2,000	₹ 24,000
	TOTAL CTC	₹ 41,667	₹ 5,00,000
	DEDUCTIONS		
1	Employee Contribution to PF	₹ 2,000	
2	Professional Tax	₹ 200	
	Net Monthly Salary (before TDS)	₹ 37,467	
	BENEFITS NOT INCLUDED IN CTC (These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage - for self, spouse & two children (together per annum)		₹ 2,00,000
2	Group Personal Accident Coverage - for self		₹ 10,00,000

NOTE:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time

2. Any other statutory deductions will be made according to the Government's policies from time to time. .

for PurpleTalk India Private Limited
Mr. Bharath Lingam (CEO)

Accepted and acknowledged
Ms. Sohini Mukherjee

Strictly Confidential

May 14, 2018

Avani Bhardwaj
Address:- D/10, sector-23, Sanjay Nagar ,
Adjacent Nanital Bank
Ghaziabad, Uttar Pradesh

Dear Avani,

We would like to thank you for meeting us to discuss a career opportunity with RBL Bank Ltd.

Based on our discussions, we are pleased to appoint you as Executive Trainee - Hyderabad (Corporate Title: Executive Trainee) in the Bank . You will be expected to carry out duties appropriate to this appointment and as directed from time to time by the Bank.

1. Compensation

Your Gross Annual Compensation will be Rs.600000/-. The break-up of your compensation is attached as Annexure I. The annual compensation will be subject to statutory deductions including income tax as applicable.

Your salary is confidential and should be discussed only with your Reporting Manager and Human Resources Department.

1.1 The monetary benefits are offered by Bank on cost to the company basis. The compensation payable to you is bifurcated into various components based on nature of employment and corresponding allowances as determined by the internal policies of the Bank. The said components may be varied from time to time, while ensuring that the total compensation payable to you remains unchanged/enhanced. In case of any statutory changes, which entitles you to receive enhanced benefits under a particular component of your compensation, the Bank will have right to re-arrange the components to accommodate such a change, while ensuring that totality of the compensation remains unchanged or enhanced, as the case may be.

2. Hours of Work

We have branches & offices which have different work timings depending upon the location & nature of branch / Office. Your specific work timings will be communicated by your reporting Manager. You may be required to work on staggered timings/ shifts, the timings for which may be altered from time to time.

3. Probation Period

You will be on probation for an initial period of one year from the date of your joining. The probation period can be extended at the discretion of the Bank for unsatisfactory performance, non-completion of mandatory certification required for your role and/or as a disciplinary measure. You will be confirmed in writing on successful completion of your probation period.

4. Leave

You will be governed by the Bank's Leave Policy announced from time to time. Currently, as per the leave policy, you are entitled to 30 days of leave per financial year prorated for the period of service during a financial year. The leave can be availed for any purpose subject to prior approval of your manager and the extent of leave balance available calculated @ 2.5 days leave per month of completed service. Please note that your employment is liable to be terminated if you absent yourself from the services of the Bank, without prior written permission, or overstay sanctioned leave for a period exceeding seven days without any intimation and approval. Extended leave on medical grounds may require to be supported by medical certificates at the discretion of the management.

Under the Maternity Benefit Act

You will be eligible for maternity benefit for a period of 26 weeks as provided for under the Maternity Benefit Act (Amendment 2017) and also such benefits as prescribed under the Rules framed thereunder.

5. Medical Insurance

As per the current policies of the Bank you, your spouse and dependent children (maximum 2) till the age of twenty five & dependent parents will be covered under Group Medical Insurance policy of the Bank. The Bank reserves the right to change the Medical Insurance policies at its discretion.

Under the Employee Compensation Act

You will be eligible for Accident Benefit as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Insurance Policy, whichever is more but not both.

6. Mobility

In view of the nature of our business, it may become necessary to require you to work in different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or locations of the Bank. Acceptance of our offer of employment is acceptance of this obligation of flexibility on your part to be transferred to any entity or location at the sole discretion of the bank.

7. Provident Fund

You will be eligible to join the Bank. Employee's Provident Fund Trust from the date of joining the services of the company. As an employee, a monthly contribution of 10% of your basic salary will be deducted from your salary as contribution towards your Provident Fund; the Bank shall make an equal and matching contribution towards the fund in your account. You will be governed by the terms and conditions of the trust as determined by the trustees from time to time.

8. Gratuity *

You will be entitled to payment of gratuity on separation from the services of the Bank after completion of a minimum of 5 years' of continuous service with the Bank as per the Payment of Gratuity Act, 1972 and the Rules framed therein.

9. Retirement

The age of retirement in the Bank is 58 years. On attaining the said age of 58 years, your services with the Bank and this employment will automatically terminate.

10. Separation other than Retirement

In the event you desire to separate from services of the Bank and terminate your employment, you will need to give the Bank three (3) months' written notice in case you are confirmed in the services of the Bank, or one month in case you are on probation. This notice period will be exclusive of any unavailed leave; the Bank reserves the sole right to adjust unavailed leave against the notice period at its sole discretion. Similarly, if the Bank wishes to terminate your services, you will be given three months' notice in writing of its intention in case you are a confirmed employee and one month in case you are on probation at the time of serving the notice.

Further, the Bank shall be entitled, in its sole discretion, to accept your request to be relieved from the services of the Bank prior to completion of the applicable notice period. In such an eventuality, you shall not be entitled for salary in lieu of notice period or otherwise for the remaining notice period. Similarly, the Bank has the right to terminate your services with immediate effect by paying you salary in lieu of notice period except in the event that the termination is for cause as defined below.

11. Termination for Cause without Notice

a. At the sole discretion of the Bank, your services are liable to be terminated without any notice or salary in lieu thereof by internally recording reasons of termination, without limitation, in the event of:

1. Wilful or intentional failure to perform your duties
2. Unsatisfactory performance
3. Breach of confidentiality or IP related obligations
4. Subversion of discipline
5. Gross misconduct
6. Material breach of Bank's policies;
7. Violation of law of the land
8. Loss of confidence

b. Note - For the purpose of calculating Salary in lieu of notice period, "Salary" means Total emoluments less retiral components (Provident Fund and Gratuity).

c. In event of termination of your employment in accordance with the terms of this Appointment Letter, your name will be struck off from rolls of the Bank. Bank reserves the right to publish the fact of such termination in any local or national newspaper.

12. Leave during notice period

a. You will not be entitled to avail leaves while serving the notice period.

b. On leaving the services of the Bank, for whatsoever reason, you will immediately handover all the documents, data, confidential information, electronic device, reference material or any article /

property of the Bank which may be in your possession, custody, care or charge.

c. The Bank will have the right to recover monetary value of such properties from the dues payable to you and take such action as it deems fit in the event you fail to account for such properties, whether during the course of employment or otherwise.

13. Other Terms and Conditions

Post your acceptance of this offer and employment with the Bank, you authorize the Bank to deposit the amounts due to you from the Bank into your Payroll Bank account with the Bank. You further authorize the Bank to debit your Payroll Bank account for all amounts due to the Bank in case of the dues not being cleared by you.

You shall not do anything or cause to do anything, which shall bring dishonour and/or disrepute to the Bank or engage in unlawful/immoral activities.

If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.

You shall not at anytime use your association with the Bank to gain unfair advantage for personal purposes.

You shall not accept or permit any member of your family or any other person acting on your behalf to accept any gift including free transportation, lodging or any other service or any pecuniary advantage from anybody directly or indirectly with whom you may come into contact by virtue of your employment in the Bank.

You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.

Reasonable Expectation: You are expected to use your best endeavours to indulge in fair, legitimate and reasonable practices, act in just and rightful manner and uphold the integrity of the organization. You shall at all times, refrain from indulging in any illegal, immoral, or any prohibited activity that may expose the Bank to any legal action or that can malign the image of the Bank. In event, a legal claim or action is brought against the Bank in relation to your conduct or omission, you shall indemnify the Bank against any loss that may be caused to the Bank on account of such act or omission by you.

While indulging in social media activities, you are expected to observe principles of integrity and professionalism. You shall not post/publish/broadcast/share any negative or derogatory views about the Bank, its employees or in relation to your or any other employee's association with the Bank.

Compliance with Rules and Regulations: During your employment, you will be subject to the service rules, regulations and policies of the Bank applicable from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof, as applicable to you and as may be amended from time to time, by the Bank subsequently during the course of your employment.

The terms mentioned in this Appointment Letter, and the service rules, regulations and policies applicable to you from time to time, will constitute all the terms and conditions of employment with the Bank. Any other terms, conditions, stipulations not specifically mentioned herein shall be

governed by HR Manual and other Policies and procedures of the Bank as presently applicable and as may be amended from time to time.The Bank shall have the right to provide a matter of fact report regarding your conduct, performance and such other attributes that may be asked for by any of your prospective future employer or third party agencies, as the case may be.Absence from duty for more than Eight consecutive working days during the course of employment shall be considered as voluntary abandonment of the job and your employment shall automatically stand terminated w.e.f the date of start of unauthorized absence, without any prior intimation. In such a scenario any pending dues payable to you as per the terms of employment shall stand forfeited towards damages, on account voluntary abandonment of job. The Bank shall continue to retain the right to seek additional damages/compensation as per applicable law on account of breach of any of the terms of employment as mentioned in this appointment letter.

Post termination of employment for any reasons whatsoever, the Bank shall have the right to publish in any form of media, whether internet, print or audio-video, about the factum of termination alongwith a photo of yours as may be available with the Company, to which you shall have no objection to.

14. Reservation of Rights

In the event of your leaving the service of the Bank for any reason, you shall immediately repay all outstanding amounts due from you to the Bank and return all documents and assets belonging to the Bank, including repayment of any outstanding advances or loans and obligations in full. Similarly you shall discharge all obligations (as applicable) in terms of vacating Company leased accommodation if allotted, obtaining refund of house deposit (if applicable), and returning all properties of the Bank that may be in your possession. In the event of severance of your employment with the Bank without settling amounts due from you to the Bank or fulfilling your obligations, the Bank reserves the right to take appropriate remedial action to protect its interest, including institution of legal proceedings.

The Bank at all times reserves the rights to have a lien over the dues payable to you for recovery of cash advances/loans advanced to you by the Bank and which are outstanding against your name.

15. Compliance with Rules and Regulations

a. You shall meticulously comply with all applicable laws, rules and regulations, in all areas and geographies where the Bank operates, both in letter and spirit. The Bank will not accept practices which are unlawful or which damage Bank’s reputation.

b. You shall comply with internal policies, rules and by-laws of the Bank which can be accessed on Bank's intranet portal. The Bank reserves the right to modify or amend such internal policies, rules and bye-laws from time to timer in interest of business requirements or applicable statutes. It will be your responsibility to be updated of such modifications or amendments.

16. Professional Ethics & Confidentiality

You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical and financial information concerning its lending rate, foreclosure charges, products, equipment, services and processes, customer lists, and any information about customer/s of the Bank, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates, information if the nature of personally

sensitive data as defined under the Information Technology Act and Rules made therein all comprise confidential business information and trade secrets, vital to the business of the Bank. The items in this paragraph are illustrative and not an exhaustive list of confidential and proprietary information of the Bank

You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of, and on behalf of, the Bank. For the purpose of this paragraph, the term "Bank" shall also include all affiliates of the Bank.

Any disclosure which has not been expressly authorized by the Bank shall be called 'unauthorized disclosure' For the purpose of this paragraph; the term "Bank" shall also include all affiliates of the Bank.

Unauthorized Disclosure and unauthorized use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary action against you including termination of service. Disclosure and use of Confidential Information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of Confidential Information is made by you in observance of order of a competent court or may be required to made under any applicable law, you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

During the period of your association with the Bank you will safeguard all matters, documents, manuals, customer information etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

It is the policy of the Bank to prohibit its employees from using confidential price sensitive or material non-public information in any transaction, personal or otherwise. A booklet detailing the definition of insider dealing, its prohibitions and highlights will be given to you shortly. You will be required to sign a copy of the same.

While you are in the service of the Bank, you will adhere to the Bank's Code of Conduct, IT Security Practice & Procedures and Insider Trading Policy as prescribed by the Bank and as applicable at present and as may be modified from time to time.

You shall at all times be bound by the provisions of the Information Technology Act, 2000 and Rules made therein in respect of maintenance of confidentiality and privacy of the Company’s data and resources. The Company reserves its right to take any action against you in the event of any loss caused by any breach by you of obligations under the said Act.

17. Intellectual Property

All works done, modified and developed by you individually or jointly with other employees of the Bank during the course of your employment with the Bank, shall belong exclusively to the Bank and you hereby assign the ownership of copyrights of such works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such work identifying the features or concepts you or the Bank believe to be new or different.

You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

18. Indemnity

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part or breach of any of the terms of this Appointment Letter. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage.

19. Representation

Your appointment, and your continuation in employment of the Bank, is subject to the following:

a. You represent and warrant that you are under no contractual restriction or obligation that would significantly limit your activities on behalf of the Bank or prohibit or limit the disclosure or use of any information which directly or indirectly relates to the nature of the Bank or the services to be rendered by you.

b. You agree that the employment is offered on the basis of the information, representation and warranties made and furnished by you to the Bank including the training, skills, abilities and special knowledge. You warrant and vouch for the accuracy and fidelity of the information.

c. You agree that if the information furnished is false or any vital information is concealed from the Bank, then the employment is liable to be terminated forthwith without compensation, notice period or salary in lieu thereof. Company reserves right to appoint a background check agency to verify the information furnished by you to the Bank in relation to your employment.

The document required from you at the time of joining will be intimated during Onboarding.

20. Validity

This offer of employment shall be valid till May 24, 2018. You are required to communicate your acceptance by signing and returning a copy of this letter on or before as acknowledgement of receipt and acceptance of all terms and conditions as stated herein. You agree to join the duties/ services of the Bank latest by May 14, 2018 or earlier.

In case you do not communicate your acceptance of the offer within the time and manner prescribed above, the offer contained in this letter shall stand automatically cancelled, unless specifically extended by the Bank, in writing. Upon your joining the duties/ services of the Bank, this letter of offer shall be deemed to be your appointment letter.

You agree that this Appointment Letter is issued to you upon your confirmation during the recruitment and selection. The Bank has invested considerable amount of time, cost and efforts towards the selection process. In event you fail to join the employment on the date as mentioned above or join after such date, Bank shall be entitled to recover from you a sum of 50000 as damage on account of expenses incurred by Bank towards the selection process.

21. Dispute Resolution

In event of any dispute arising out of or in relation to the terms of this Appointment Letter, the same shall be referred to the exclusive jurisdiction of the courts in Mumbai.

Upon your joining duties of the Bank, this letter of offer shall be deemed to be your appointment letter. Please sign and return a copy of this communication in acknowledgement of receipt and acceptance of all terms and conditions as stated herein.

We welcome you as a member of our team and wish you a successful career with the Bank.

Yours sincerely,

Mehraz Balaporia - Business Partnerships & Talent Acquisition

Enclosures: Annexure I

I acknowledge that I have read and understood each and every term and condition set out in this letter & the enclosed Annexures and hereby agree, accept and undertake to abide by all the aforesaid terms and conditions. I expect to join the services of the Bank on May 14, 2018 (Date of Joining)

Accepted by:

Name : Avani Bhardwaj

Signature : _____

Date : May 14, 2018

Annexe I: CTC Sheet

Name	**Avani Bhardwaj**
Designation	**Executive Trainee**
Corporate Title	**Executive Trainee**
Initial place of posting: Branch / Office	**Office**
City	**India>Telangana>Hyderabad>Hyderabad**

Sr. No.	Salary Components	Amount (Per Month)	Amount (Per Annum)
1	Basic	17500	210000
2	HRA	8750	105000
3	Personal Allowance	16642	199699
4	Conveyance	1600	19200
5	LTA	1667	20000
6	Medical Reimbursement	1250	15000
7	Statutory Bonus	0	0
8	Provident Fund	1750	21000
9	Gratuity	842	10101
	Total CTC	**50000**	**600000**

*You will be entitled to payment of gratuity on separation from the services of the Bank after completion of a minimum of 5 years' of service with the Bank as per the Payment of Gratuity Act, 1972 and the Rules framed therein.

Authorised Signatory

Name : Mehraz Balaporia - Business Partnerships & Talent Acquisition

Signature :_____

Date : May 14, 2018

roopa.maheshkumar@radiobigfm.com

Mail

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COMPOSE

Inbox (9,059)
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Drafts (50)

Categories
Social (852)
Promotions (1,06…
Updates (1,167)

Haseeb Akhter +

No Hangouts contacts
Find someone

Offer Letter | Kriti Sharma | Campus Placement

Inbox x

Roopa.MaheshKumar
to me

Dear **Kriti**,

We are pleased to offer you the position of **Business Partner-Sales**.

You are requested to join **Reliance Broadcast Network Limited** on or before **Monday, February 19, 2018.**

Your **Fixed Compensation** is **Rs. 6,00,000/-** (*Rupees Six Lacs only*) per annum.

Performance Linked Incentives shall be applicable as per the attached company policy (Ninja).

Your compensation details with a tentative breakup are enclosed as an attachment. Please note, we have a Cafeteria a design your own package to suit your tax purposes.

You will be also entitled for following benefits

- Field Travel Reimbursement: As per company policy
- Mobile and Internet reimbursement: As per company policy
- Medical insurance for Self + Spouse + 2 kids
- Gratuity

Note:

- The base location shall be intimated 30 days prior to confirmed joining date with the Campus Placement Head.
- The offer is valid, subject to submission of NOC from Campus

Annual Performance Linked Incentive Policy

Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria

- All employees are entitled to *a*nnual Performance Linked Incentive (*a*PLI)
- All *a*PLI will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- Business Unit and Company performance will have an implication on the total earning of *a*PLI
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *a*PLI is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *a*PLI for the fiscal
- *a*PLI entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *a*PLI for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation

Applicable for Sales associates upto Business Partner, Group Head and Sales Manager level

- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive.
- Incentive for associates having targets for both Radio and Television is calculated by :

Minimum realized revenue should be 75% (Radio) & 70% (TV) of annual T/A to be eligible for aPLI (Realized revenue is considered as revenue invoiced and burned in the period of calculation in that particular FY)

- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.

Revised effective April 2016

- *a*PLI entitlement is as per the below Reward Meter –

  Sales Associates CAR will be considered for Increments and Promotions; for *a*PLI consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary* **(Radio)**	No. of months of Salary* **(TV)**
70- 75	X	1
75 – 79.9	1	1
80-84.9	1	2
85 – 89.9	2	3
90-94.9	2	4
95-99.9	3	5
100-109.9	4	6
110- 119.9	5.5	7.5
120-129.9	6.5	8.5
130-139.9	7.5	9.5
140-149.9	8	10.5
150- 159.9	10	11.5
160 & above	12	12

Incentive Plan (Sr. Business Partner, Regional Business Director, ASMs & NSH verticals)

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary*
Less than 75	X
75 – 94.9	1.5
95 – 119.9	2.5
120-140	3.5
160 & above	4.5

Incentive Plan – New Client Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
1 - 3	1
4 - 7	2
7 - 10	4
10 - 15	6
15 - 20	8
20 - 25	10
25++	12

Incentive Plan – New Campaign Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
5 - 10	1
11 - 15	2
16 - 20	4
21 - 25	6
26 - 30	8
31 - 40	10
40++	12

For associate handling New Client Acquisition & New Campaign Acquisition –incentive slab of the highest achievement (Client Acquisition or Campaign Acquisition) will be considered.

Revised effective April 2016

PurpleTalk

February 02, 2018

Offer of Employment

Mr. Ritesh Kotian
riteshkotianrk@gmail.com
982-0674533

Dear Ritesh Kotian,

Thank you for your keen interest in PurpleTalk. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Manager - Sales". You are required to join the services of the company on or before 01st March, 2018 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 7,00,000/- per annum along with an additional Performance Based Variable Component of upto a maximum of INR 6,00,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size colour photographs.
5. Aadhar card (in full along with the enrolment number)
6. PAN card.
7. A valid passport (if any).
8. Current residential address proof.
9. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____
Name Date

PurpleTalk

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Mr. Ritesh Kotian (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees/ consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/ transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be two months advance notice in writing or payment of two months gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a two months advance notice in writing. Such notice may not be offset by unused leave. In the event that the Employee is on probation, then such an Employee is required to serve one month advance notice in writing. Similarly, termination of employment by Company will be one month notice in writing or payment of one month gross salary in lieu of such notice.

PurpleTalk

ANNEXURE - A

COMPENSATION STRUCTURE AND BENEFITS

Name: Mr. Ritesh Kotian
Designation: Manager - Sales

S.No	SALARY COMPONENT	MONTHLY	ANNUAL
	EARNINGS		
1	Basic	₹ 23,333	₹ 2,80,000
2	HRA	₹ 9,333	₹ 1,12,000
3	Conveyance Allowance	₹ 1,600	₹ 19,200
4	Medical Allowance	₹ 1,250	₹ 15,000
5	Special Allowance	₹ 20,017	₹ 2,40,200
	GROSS SALARY	₹ 55,533	₹ 6,66,400
6	Company Contributions to PF	₹ 2,800	₹ 33,600
(A)	Total Fixed CTC	₹ 58,333	₹ 7,00,000
	DEDUCTIONS		
1	Employee Contribution to PF	₹ 2,800	
2	Professional Tax	₹ 200	
	Net Monthly Salary (before TDS)	₹ 52,533	
(B)	Variable Pay (per annum) See the Note #3 below		₹ 6,00,000
(A+B)	Total CTC (Including Variable Pay)		₹ 13,00,000
	BENEFITS NOT INCLUDED IN CTC (These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage - for self, spouse & two children (together per annum)		₹ 2,00,000
2	Group Personal Accident Coverage - for self		₹ 15,75,000

NOTE:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time

2. Any other statutory deductions will be made according to the Government's policies from time to time.

3. The above mentioned Variable Pay shall be based on the performance of the company & the individual employee. Based on your performance and eligibility, you will be paid on pro-rata basis. .

for PurpleTalk India Private Limited
Mr. Bharath Lingam (CEO)

Accepted and acknowledged
Mr. Ritesh Kotian

roopa.maheshkumar@radiobigfm.com

Mail

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Haseeb Akhter +

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Offer Letter | Kriti Sharma | Campus Placement

Inbox x

Roopa.MaheshKumar
to me

Dear **Kriti**,

We are pleased to offer you the position of **Business Partner-Sales**.

You are requested to join **Reliance Broadcast Network Limited** on or before **Monday, February 19, 2018.**

Your **Fixed Compensation** is **Rs. 6,00,000/-** (*Rupees Six Lacs only*) per annum.

Performance Linked Incentives shall be applicable as per the attached company policy (Ninja).

Your compensation details with a tentative breakup are enclosed as an attachment. Please note, we have a Cafeteria a design your own package to suit your tax purposes.

You will be also entitled for following benefits

- Field Travel Reimbursement: As per company policy
- Mobile and Internet reimbursement: As per company policy
- Medical insurance for Self + Spouse + 2 kids
- Gratuity

Note:

- The base location shall be intimated 30 days prior to confirmed joining date with the Campus Placement Head.
- The offer is valid, subject to submission of NOC from Campus

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Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria

- All employees are entitled to *a*nnual Performance Linked Incentive (*a*PLI)
- All *a*PLI will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- Business Unit and Company performance will have an implication on the total earning of *a*PLI
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *a*PLI is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *a*PLI for the fiscal
- *a*PLI entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *a*PLI for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation

Applicable for Sales associates upto Business Partner, Group Head and Sales Manager level

- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive.
- Incentive for associates having targets for both Radio and Television is calculated by :

Minimum realized revenue should be 75% (Radio) & 70% (TV) of annual T/A to be eligible for aPLI (Realized revenue is considered as revenue invoiced and burned in the period of calculation in that particular FY)

- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.

Revised effective April 2016

- *a*PLI entitlement is as per the below Reward Meter –

  Sales Associates CAR will be considered for Increments and Promotions; for *a*PLI consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary* **(Radio)**	No. of months of Salary* **(TV)**
70- 75	X	1
75 – 79.9	1	1
80-84.9	1	2
85 – 89.9	2	3
90-94.9	2	4
95-99.9	3	5
100-109.9	4	6
110- 119.9	5.5	7.5
120-129.9	6.5	8.5
130-139.9	7.5	9.5
140-149.9	8	10.5
150- 159.9	10	11.5
160 & above	12	12

Incentive Plan (Sr. Business Partner, Regional Business Director, ASMs & NSH verticals)

Consolidated Collected Revenue as % of Annual Target	No. of months of Salary*
Less than 75	X
75 – 94.9	1.5
95 – 119.9	2.5
120-140	3.5
160 & above	4.5

Incentive Plan – New Client Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
1 - 3	1
4 - 7	2
7 - 10	4
10 - 15	6
15 - 20	8
20 - 25	10
25++	12

Incentive Plan – New Campaign Acquisition (Upto Business Partner – NBD only)#

New Client Acquisition (Annual Slabs)	No. of months of Salary (Subject to 65% Tgt Vs Realized Revenue)
5 - 10	1
11 - 15	2
16 - 20	4
21 - 25	6
26 - 30	8
31 - 40	10
40++	12

For associate handling New Client Acquisition & New Campaign Acquisition –incentive slab of the highest achievement (Client Acquisition or Campaign Acquisition) will be considered.

Revised effective April 2016

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

RE: IBS Hyderabad

Harikrushna <harikrushna.sarvaiya@radiobigfm.com> Wed, Apr 18, 2018 at 4:29 PM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Cc: asmita.bhatti@reliancebroadcast.com, Ridhi Menon <ridhi.menon@radiobigfm.com>

They have been offered 6LPA.

Designation is Sales Account Manager.

Prateek has been shortlisted for Ahmedabad & Shikhar for Kolhapur as of now.

Regards,
Hari

From: Haseeb Akhter Mohammed Abdul [mailto:haseebakhter@ibsindia.org]
Sent: 18 April 2018 16:20
To: harikrushna.sarvaiya@radiobigfm.com
Cc: asmita.bhatti@reliancebroadcast.com; Ridhi Menon
Subject: IBS Hyderabad

Dear Harikrushan,

We were informed on the selection of 2 more students from our campus apart from Kriti Sharma who have joined Big Fm from IBS Hyderabad on April 2nd 2018.

Request you to please share one email confirmation on the selection of the 2 students with Name,Designation CTc and Location for our college records.

The 2 students who joined are

1.Shikhar Sharma

2.Prateek Varma.

Please oblige the request,this is only for our college records.

Thanks,

Regards,
M.A.Haseeb Akhter
Chief Manager Corporate Relations
IBS - HYDERABAD,
IFHE (The ICFAI Foundation for Higher Education)
(Declared as Deemed-to-be university u/s 3 of the UGC Act 1956).
Dontanapally , Shankarpalli Road , Hyderabad - 501 504, Andhra Pradesh, India.
Mobile : +91-9849411644, Fax : +91-8417-236653,
Email : haseebakhter@ibsindia.org , Website : www.ibshyderabad.org

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For associate handling New Client Acquisition & New Campaign Acquisition –incentive slab of the highest achievement (Client Acquisition or Campaign Acquisition) will be considered.

Revised effective April 2016

RELIANCE HOME FINANCE

ORDER OF APPOINTMENT

STRICTLY PRIVATE & CONFIDENTIAL

Date: 26th March 2018

Mr.Manav Kanugo,
Village & Post : Gera
Tehsil: Mukerian,
Hoshiarpur,Punjab-144221

Dear **Mr. Manav,**

With reference to our offer dated **26th March 2018** and your subsequent acceptance of the same, we are pleased to appoint you as **Branch Sales Manager (Deputy Manager) – S&D – Mortgages – AHL** in the Grade **MT**. Your date of joining is **26th March 2018**. The following terms and conditions will be applicable to you:

01. PLACE OF POSTING:

Your posting will be at **Bangalore,** India.

However, during employment with the Company and for business exigencies, you may be posted/ transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration and / or without assigning any reasons.

02. SALARY & ALLOWANCES:

Your Annual Cost to Company (CTC) will be **Rs. 5,00,000/- (Rupees Five Lakhs Only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependant on performance / conduct and in no case shall be construed to be a matter of right.

In addition to the above mentioned CTC, you will also be eligible for the performance based variable pay as per the Company policy.

You should satisfactorily complete the Final year exam that you are pursuing in your respective institute/ college by August 2018. In the event that you are unable to complete your Final year exam, this offer will stand null and void.

Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of sign-on bonus, will be fully recovered if your employment with the Company ceases within a year of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

Religiate interactive

Date: 29th January 2018

To,

Mr.Mayur Agarwal,
IBS
Hyderabad
India.
mayur.a15@bkmiba.edu.in
Mobile: 9505507629/ 8141571226

Dear Mr.Mayur Agarwal,

1. We are pleased to inform you that you are appointed as **"Sr. Manager- Branding & Digital"**., to be based at **Kondapur Office** as per terms and conditions stated hereinafter:

2. You are advised to report to our client's Organization on or before **15th March 2018.** This appointment is effective from the date of your joining our client's Organization You will be submitting your joining report on joining our organization, confirming the actual date.

3. Your salary and other allowances shall be as per **"Annexure-A"** attached. In addition to this you may be entitled to the Performance incentives that may be announced

4. Your job functions and responsibilities will be as entrusted from time to time by us directly.

5. You will be on probation for a period of **three months** from the date of your joining and on the expiry of the period of probation or extended period of probation, your services will be confirmed / extended in writing subject to satisfactory performance as assessed by us. If the services are not satisfactory during or at the end of the probation period (including any extended period of probation, if any), the company reserves to terminate your services at its sole discretion.

6. During probation, the notice period for termination / resignation will be **Thirty days (30days)** from either side. After confirmation, the notice period required from either side is 45 days or payment of **one and a half months** of gross salary as applicable in the Grade in lieu of notice period.

7. You will be entitled to statutory and service benefits and be governed by discipline/ code of conduct and other rules existing or may come into existence from time to time from the date of joining in relation to the location / place wherever you are working.

8. Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right.

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9. During the period of service with the company you shall not indulge and/ or take part in any activity of formation of council and / or association or become a member being part of management staff which are found to be detrimental in the interest of the company in any way or in interest of my client's company. Such an action shall be deemed as infringement to service conditions of the company and amount to causing damage to its interest and shall call for disciplinary action being taken against you, as it may deem fit and appropriate.

10. During the tenure of your services, you will wholly devote yourself to the work assigned to you and will not undertake any other employment either on full or part time basis without prior permission in writing. Any contravention of this condition will entail termination of your services from the Company.

11. Your services are liable to be transferred or loaned or assigned with / without transfer, wholly or partially, from one department to another or to office/branch and vice-versa or office/branch to another office/branch of an associate company, existing or to come into existence in future or any of the Company's branch office or locations anywhere in India or abroad or any other concern where this Company has any interest. In such case, you will abide by responsibilities expressly vested or implied or communicated and shall follow rules and regulations of the department/ office, establishment, jointly or separately, without any compensation or extra remuneration or provision of accommodation. You, thereupon, may be governed by service conditions and other terms of the said concern as may be applicable.

12. The aforesaid Clause (10) will not give you any right to claim employment in any associate or / sister concern or ask for a common seniority with the employee of sister / associate concern.

13. Your services are liable to be terminated without any notice or serving of any notice at any time:

    (a) During probation or after confirmation, in case you are found to be medically unfit by the Company's Authorized Medical practitioner, on examination.

    (b) As and when the Company comes to know of any conviction by the Court of Law during the tenure of your service with us or conviction and / or any bad record in the past under the previous employer, or because of your giving false information at the time of your appointment or concealed any material information or given any false details in the application form or otherwise as regard age, education qualification , experience , salary etc.

    (c) If you are found to be not possessing desired qualification or the information furnished by you in securing the job is false or you are found violating the service conditions stipulated in clause no. 8, 9 & 15 of this letter.

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Religiate interactive

14. In the event you are absence from duty continuously for seven or more days without prior information or permission/ of leave or you overstay your sanctioned leave, the Management will treat you as having voluntarily abandoned the services of the Company.

15. You will keep the Company informed of any change in your residential address that may happen during the course of employment of your service with the company.

16. All documents, data, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence etc., written or unwritten in electronic or physical format and also information and instructions that pass through you or come to your knowledge shall be treated as confidential. You shall not utilize them for your own use or disclose to other persons during or after your employment.

17. During the course of employment with the Company or at my clients place, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products activities, know – how, methods or refinements and business plans and business secrets, data and other information concerning the products / business of the Company, hereinafter called the "SECRETS". You will be liable for prosecution for damages for divulgence, sharing or parting any of such information during course of employment and on cessation for at least two years period.

18. You shall carry out the job and such other jobs connected with or incidental to which is necessary for business of the Company.

19. You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the management. You will be bound by rules, regulations and orders promulgated by the management in relation to conduct, discipline and policy matters. This offer is made at Hyderabad and all disputes arising out of this employment shall be having Hyderabad Courts jurisdiction for all matters.

20. You will not seek membership of any local or public bodies without first obtaining specific permission of the management. In the event of your becoming member without following due process as mentioned , it shall amount to contravention of provision of employment condition and the management reserves the right to take appropriate action including dispensing with your services , as it may deem fit.

21. You will not give out to any one, by word of mouth or otherwise, particulars of our business or administrative or organizational matters of a confidential nature which may be your privilege to know by virtue of your being our employee.

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Religiate interactive

22. While you are in employment of the company, you may be given or handed over company's property and / or equipment for official use and you shall take care of them including their upkeep. On cessation of employment with the Company, you shall return all documents, books, papers, equipment, electronic data media etc relating to the affairs of the Company, purchased with the Company's money, which may have come to you, and also any property of the Company in your possession.

23. Any balance of advance or loan taken by you from the Company or the Client, shall be fully recovered from your salary and any other legal dues including Gratuity, at the time of leaving the services of the Company.

24. Deduction of Income Tax at source as per provision of Income Tax Act / Rules or any other tax will be affected from date of joining services. Accordingly, you are required to submit all required proof of permitted savings / investments and other details from time to time to enable the company to comply with the provisions of law. In the event of non compliance by you as aforesaid if the company is required to pay any interest or payment under Income Tax Act, it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection..

You are requested to return the enclosed copy duly signed as a token of your acceptance of the terms and conditions of your employment.

Hope that this will be the beginning of a long and successful career with us.

Yours faithfully,
For Religiate Interactive.,

Shrinivas Ayyar
Director

(Signature of an Employee)

Accepted: _____

P.S This offer is made at Hyderabad and any disputes/differences arising shall have Hyderabad as the legal jurisdiction for all purposes. If any provisions are made they will be given in annexure additionally.

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Religiate interactive

ANNEXURE-A

NAME	:	**Mr. Mayur Agarwal**
DESIGNATION	:	**Sr.Manager – Branding & Digital**
LOCATION	:	**Religiate Interactive, Kondapur Office - Hyderabad**

A. MONTHLY	**(Amount in Rs.)**
Basic Salary	16,320
HRA	8,160
Conveyance Allowance	4,896
Medical	2,448
LTC	3,264
Ex-Gratia	3,264
PD Allowance	4,406
MONTHLY GROSS	**42,758**
B. RETIRALS	**(Amount in Rs.)**
Provident Fund Employer's	1,958
Gratuity - 4.8/100	484
Total Retirals	**2,402**
TOTAL Monthly CTC	**45200**
C. DEDUCTIONS	**(Amount in Rs.)**
Professional Tax	200
Total Deductions	**200**
Total Net take home (A-C)	**45,000**

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

MT's Details -DOJ 26th march 2018

Pratiksha Gondhali <Pratiksha.Gondhali@relianceada.com> Thu, Mar 22, 2018 at 7:50 PM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Uday Kiran Poodipeddi/RCF/RHF/Human Resources <Uday.Kiran@relianceada.com>, Darshan Visaria/RCF/RHF/Human Resources <Darshan.Visaria@relianceada.com>

Dear Haseeb ,

Kindly find below mention list of shortlisted candidate .Job location of candidate would be share on 26th March at time of joining .Request to share the details with candidate

Ashish Nandan
Ayushi Saxena
Eisha Chouhan
Manav Kanugo

Reporting to Mumbai : 25th March 2018
DOJ : 26th March 2018 @9.30 am (corp Office)
Induction : 27th March 2018 -30 th march 2018
Accomodation : 25th March -30th march 2018(Given by us)

Venue Details

Reliance Centre, 6th Floor,

off Western Express Highway,

Santa Cruz East, Mumbai,

Maharashtra 400055

Regards

Pratiksha Gondhali

Human Resources - Corporate,
Reliance Capital Ltd.-Commercial & Home Finance
Desk : 022-33036346

---------- The information contained in this electronic message (email) and any attachments to this email are intended for the exclusive use of the addressee(s) and access to this email by any one else is unauthorised. The email may contain proprietary, confidential or privileged information or information relating to Reliance Group. If you are not the intended recipient, please notify the sender by telephone, fax, or return email and delete this communication and any attachments thereto, immediately from your computer. Any dissemination, distribution, or copying of this communication and the attachments thereto (in whole or part), in any manner, is strictly prohibited and actionable at law. The recipient acknowledges that emails are susceptible to alteration and their integrity can not be guaranteed and that Company does not guarantee that any e-mail is virus-free and accept no liability for any damage caused by any virus transmitted by this email. ----------

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

14th March 2018
Ms. Kritika Agarwal

178, Ghar Wala Jaw
Mandi Road
Pali - 306401

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 9th April 2018

Your total earnings (Cost to company) is **Rs. 475,260.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018**. If you fail to complete your **MBA/PGDM** qualification by **June, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Kritika Agarwal

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **9th April 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

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Female employees with two or more children are entitled to 12 weeks of maternity leave.

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Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the

work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the

Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Kritika Agarwal**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,444.00	185,328.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,876.00	226,512.00
BASE SALARY		**34,320.00**	**411,840.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,853.00	22,236.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			41,184.00
TOTAL EARNINGS (A+B+C)		**36,173.00**	**475,260.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

9th March 2018
Ms. Charu Garg

A - 501, Vrundanand Pearl
TP 44, Near Visat
Koba Highway - 380001

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 9th April 2018

Your total earnings (Cost to company) is **Rs. 475,260.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

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Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018**. If you fail to complete your **MBA/PGDM** qualification by **June, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Charu Garg

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **9th April 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

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   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:
Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth.
Female employees with two or more children are entitled to 12 weeks of maternity leave.

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Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the

work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

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Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Charu Garg**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,444.00	185,328.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,876.00	226,512.00
BASE SALARY		**34,320.00**	**411,840.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,853.00	22,236.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			41,184.00
TOTAL EARNINGS (A+B+C)		**36,173.00**	**475,260.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

9th March 2018
Ms. Drishti Satsangi

House No 494
Sector 12
Panchkula - 134112

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 9th April 2018

Your total earnings (Cost to company) is **Rs. 475,260.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018**. If you fail to complete your **MBA/PGDM** qualification by **June, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Drishti Satsangi

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **9th April 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:
Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth.
Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:
Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the

work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the

Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Drishti Satsangi**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,444.00	185,328.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,876.00	226,512.00
BASE SALARY		**34,320.00**	**411,840.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,853.00	22,236.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			41,184.00
TOTAL EARNINGS (A+B+C)		**36,173.00**	**475,260.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
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Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

9th March 2018
Mr. Harish Reddy Merugu

Plot No.24, Aditya Bank Colony
Sadar Bazar, Bolarum
Secunderabad - 500010

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 9th April 2018

Your total earnings (Cost to company) is **Rs. 475,260.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018**. If you fail to complete your **MBA/PGDM** qualification by **June, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Harish Reddy Merugu

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **9th April 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Harish Reddy Merugu**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,444.00	185,328.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,876.00	226,512.00
BASE SALARY		**34,320.00**	**411,840.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,853.00	22,236.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			41,184.00
TOTAL EARNINGS (A+B+C)		**36,173.00**	**475,260.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

Gmail

parul jindal <paruljindal1693@gmail.com>

Offer Of Employment - Parul Jindal

RCFL talentaquisition <rcfl.talentaquisition@relianceada.com> Sat, Mar 31, 2018 at 1:20 PM
To: "paruljindal1693@gmail.com" <paruljindal1693@gmail.com>
Cc: Uday Kiran Poodipeddi/RCF/RHF/Human Resources <Uday.Kiran@relianceada.com>, Vijay Kumar/RCF/RHF/Human Resources <Vijay.K.Kumar@relianceada.com>, Sheela J <Sheela.Jagadish@relianceada.com>, Navya S/RCF/RHF/Human Resources <Navya.Sn@relianceada.com>

OFFER OF EMPLOYMENT

Strictly Private & Confidential

Date: 31st Mar 2018

Parul Jindal

Address :

Hyderabad

Dear Parul,

With reference to your candidature for a suitable career opportunity in our organization and our subsequent discussions, we are pleased to make you an offer of employment on the following terms and conditions:

1. Annual Fixed Cost to Company **(5,00,000/-) - (Rs. Five Lakhs Only)**

2. Performance Linked Variable Pay – **As per Company Policy**

3. Designation – **Branch Credit Manager - Credit - SME**

4. Location - **Hyderabad**

5. Grade – **MT (Deputy Manager)**

6. Next Cycle for Increments – **April' 2019**

7. Next Cycle for Variable Pay – **April' 2019**

8. System Facility – **Desktop**

9. Official Traveling Reimbursements (Intra / Inter City) - **As per HR policy**

10. **Joining Date – 31st Mar 2018** or earlier at **Bangalore Office** before 1000 hrs failing which the offer would stand cancelled.

11. **Probation / Employment** – Please be informed that your probation and continuity of employment is subject to your successful completion of Master's degree. To that effect, you would be required to submit a provisional / final certificate from the institute before 30th April 2018, stating successful completion of course and clearance in all the exams, failing which your services would be discontinued.

12. Benefits for you -

Employee Home Loan Policy

- **As an employee, you would be eligible for a home loan under the " Employee Home Loan Policy " from Reliance Home Finance at a special rate of 6.99%.**

Employee Car Lease Policy.

As an employee, you would be eligible for a car lease policy of the company

- Availing of this benefit will only help you in Lower EMI's, Greater Tax Benefits and Flexible Lease Tenures, Zero Liability on Foreclosure, Flexibility to close existing lease and opt for a new car at anytime.

Fuel and Maintenance

***You would be eligible for Fuel and Maintenance which would be a part of your Cost to Company and is only designed to benefit you from Tax. However this is an optional head in your Cost to Company and is only applicable if you choose it. (*Conditions Apply and as per the policy)**

Vehicles Running and Maintenance (Rs. Lacs per annum)					
			Sub Limits		
Levels	Vehicles Category	Gross Entitlement	Maintenance (Incl. Insurance)	Interest on Car Loans	Driver's Wages
IL- 4	4 Wheeler	1.8	0.36	0.6	N.A
	2 Wheeler	0.72	0.12	0.12	N.A

Employee Health Checkup Scheme.

- To help our employees maintain a healthy lifestyle, we have partnered with Medi Assist Healthtree Services (MAHS) for a company sponsored check up.
- Employee above 40 years of age can avail a cashless facility and get a health checkup done for self and their spouse along with their Spouse.

Employee Mobile Usage Policy.

* The Mobile Usage limits for Monthly basis are as follow :

Grade	Limits (Per Month)
IL- 4	Rs. 1250

Group Mediclaim Policy

Employee Cover :

1. You would be eligible for mediclaim under the "Group Mediclaim Policy".

Grade	Base Sum Insured	Critical Illness Cover
IL- 4	3,00,000	6,00,000

Parents and In-Laws Cover:

1. *You can also cover your parents and in-laws and per the options mentioned below (* Conditions Apply and as per the policy)

Option	Coverage
Option 1	2,00,000
Option 2	4,00,000
Option 3	6,00,000

Group Personal Accident Policy

.se find below the cover applicable to you under the Group Personal Accident Policy. The policy covers:

- **Permanent Total Disability**
- **Permanent Partial Disability**
- **Temporary Total Disability**

Level	Sum Insured
IL- 4	Rs. 50,00,000

Group Term Insurance Policy

You would also be covered under the group term insurance policy and the cover for which is Rs. 50,00,000 only.

12. **Referral Bonus** – Congratulations!! As a special scheme, you shall be entitled to a referral bonus under "Get-A-Pal", our employee referral policy, with immediate effect. Below are the conditions applicable for the same:

- All referrals must come from your personal contacts/ network and not through any Recruitment agency.
- Please ensure that the referred candidate has a clear track record in terms of integrity.
- Any person, having direct or indirect influence to the position will not be rewarded i.e. the Superior Officer to that position or his Superior (2 levels higher to that position).
- If the resume of the referred candidate is a part of our data bank, the referral will not be considered.
- If more than one person refers a candidate, the first referral received will be acknowledged.
- The referrer (i.e. You) would get the referral bonus, provided the referred candidate is selected and joins the company. Irrespective of your employment status with us, you will still be eligible for the referral award as per the grid below. The reward applicable to you would be dependent on the grade in which the referred candidate gets selected. Below are the grade details:

Grade of candidate who isreferred and selected	Reward amount payable to referrer (i.e. You)
IL-5	Rs. 15000/-
IL-4	Rs. 20000/-
IL-3	Rs. 25000/-

- Referral Rewards will be processed subject to Income Tax rules & regulations as applicable.
- The reward will be paid upon the referee joining & completing 3 months in the company. The referee must be an active employee and should not have resigned or serving notice period during the said 3 months.
- We would need a copy of your pan card, address proof and a cancelled cheque for creating a payment code against your name. All get a pal reimbursements due to you would be done against this code.
- While referring a candidate, please mention your PAN card number in the subject line along with the name of the candidate being referred.
- Please mark all your references to rcfrhf.careers@relianceada.com

Thank you and we sincerely look forward to a long term association with you. Keep referring!!

This is only an offer and not an appointment order. A formal appointment order will be issued to you on the date of joining. **Reliance Commercial Finance Ltd** reserves the right to withdraw this offer in the event of an adverse finding during the reference check in your respect and pertaining to the disclosures in your resume/testimonials or willful concealment offacts/information which in the estimation of the company would affect your candidature.

The present offer is subject to confirmation of the following details :

1) DOB

2) SSC, HSC Marksheets and Passing Certificates.

3) Graduation and Post Graduation Marksheets and Passing Certificates.

Compensation and Benefits for MT's

RELIANCE HOME FINANCE

Salary Structure

Salary Components	Current Details	
	per month	per year
Basic salary	12500	150000
HRA	6250	75000
Conveyance Allowance	1600	19200
Medical Reimbursement	1,250	15000
Executive Personal Allowance	17,965	215580
PF	1500	18000
Gratuity	602	7220
Total Fixed CTC	41667	500000
* Total Variable (Bonus /Incentives		112500
Variable Incentives / bonus is assume at 100% KPI Achievement based on Company and branch performance		

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

25th January 2018
Mr. Kiran Gopal Yekkala

8/B, Pocket 3
Mayur Vihar, Phase 1
New Delhi - 110091

We are pleased to offer you an employment opportunity as **Application Associate** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 19th February 2018

Your total earnings (Cost to company) is **Rs. 443,136.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Application Associate** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Kiran Gopal Yekkala

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **19th February 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Kiran Gopal Yekkala**		
Designation	**Application Associate**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		14,400.00	172,800.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		17,600.00	211,200.00
BASE SALARY		**32,000.00**	**384,000.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,728.00	20,736.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			38,400.00
TOTAL EARNINGS (A+B+C)		**33,728.00**	**443,136.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

4th May 2018
Mr. Amit Sarayan

Rupnagar, Post - Rupnarayanpur Bazar
Barddhaman
West Bengal - 713364

We are pleased to offer you an employment opportunity as **Application Associate** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 28th May 2018

Your total earnings (Cost to company) is **Rs. 469,728.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **August, 2018**. If you fail to complete your **MBA/PGDM** qualification by **August, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Application Associate** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Amit Sarayan

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **28th May 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Amit Sarayan**		
Designation	**Application Associate**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,264.00	183,168.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,656.00	223,872.00
BASE SALARY		**33,920.00**	**407,040.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,832.00	21,984.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			40,704.00
TOTAL EARNINGS (A+B+C)		**35,752.00**	**469,728.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

9th March 2018
Mr. Parikshit Tandon

9/17
Vikas Nagar
Lucknow - 226022

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 9th April 2018

Your total earnings (Cost to company) is **Rs. 475,260.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018**. If you fail to complete your **MBA/PGDM** qualification by **June, 2018**, the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Parikshit Tandon

Parikshit Tandon
13th March 2018

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ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
Your appointment is effective from **9th April 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

Ramakshit Jardon
13th March 2018

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7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

Parikshit Tandon
13th March 2018

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12. **Trade Secrets:**

Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;

Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**

You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**

You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

Parikshit Jandon
13th March 2018

Scanned by CamScanner

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

Parikshit Tandon
13th March 2018

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ANNEXURE- II
Compensation Details

Name	**Parikshit Tandon**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,444.00	185,328.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,876.00	226,512.00
BASE SALARY		**34,320.00**	**411,840.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,853.00	22,236.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			41,184.00
TOTAL EARNINGS (A+B+C)		**36,173.00**	**475,260.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

Parikshit Tandon
13th March 2018

Scanned by CamScanner

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

Parikshit Tandon
13th March 2018

Scanned by CamScanner

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

5th March 2018
Mr. Vinamra Gupta

17-B, Subhash Mandi
Neem Ka Thana, Sirkar
Rajasthan - 332713

We are pleased to offer you an employment opportunity as **Application Associate** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 19th March 2018

Your total earnings (Cost to company) is **Rs. 443,136.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018**. If you fail to complete your **MBA/PGDM** qualification by **June, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Application Associate** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Vinamra Gupta

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **19th March 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Vinamra Gupta**		
Designation	**Application Associate**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		14,400.00	172,800.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		17,600.00	211,200.00
BASE SALARY		**32,000.00**	**384,000.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,728.00	20,736.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			38,400.00
TOTAL EARNINGS (A+B+C)		**33,728.00**	**443,136.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

7th November 2017

Name : Surabhi Jain
Address: Bangalore

Dear Surabhi Jain,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as "**Associate Consultant**" at our Bangalore office reporting to **Project Manager**.

Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 1st ,2018**. In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer within 2 days of receipt of this offer.

1. Your gross remuneration **INR 757498/-** will be structured as per the attached Annexure

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	Surabhi Jain	
Designation	Associate Consultant	
Division	L&P	
Components	**Per Month**	**Per Annum**
Basic	20931	251172
House Rent Allowance	10465	125580
Medical Allowance	1250	15000
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	6381	76572
Conveyance Allowance	1600	19200
Sodexo Coupon	1000	12000
Employee Provident Fund	1800	21600
Total Monthly Salary	52327	627924
Fixed Bonus		
Annual Fixed Loyalty Bonus		**110000**
Gross Total Salary		737924
Company Contributions		
Gratuity		12074
Medical Insurance		7500
Total CTC		**757498**

1. Annual fixed loyalty bonus is payable only after the completion of 12 months of service with Sapiens post that it will be computed as variable bonus basis the performance.

7th November 2017

Name : Manoj Kumar Bhunia
Address: Bangalore

Dear Manoj Kumar Bhunia,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as "**Associate Consultant**" at our Bangalore office reporting to **Project Manager**.

Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 1st ,2018**. In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer within 2 days of receipt of this offer.

1. Your gross remuneration **INR 807497/-** will be structured as per the attached Annexure

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	Manoj Kumar Bhunia	
Designation	Associate Consultant	
Division	L&P	
Components	**Per Month**	**Per Annum**
Basic	22566	270792
House Rent Allowance	11283	135396
Medical Allowance	1250	15000
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	8016	96192
Conveyance Allowance	1600	19200
Sodexo Coupon	1000	12000
Employee Provident Fund	1800	21600
Total Monthly Salary	56415	676980
Fixed Bonus		
Annual Fixed Loyalty Bonus		**110000**
Gross Total Salary		786980
Company Contributions		
Gratuity		13017
Medical Insurance		7500
Total CTC		**807497**

1. Annual fixed loyalty bonus is payable only after the completion of 12 months of service with Sapiens post that it will be computed as variable bonus basis the performance.

7th November 2017

Name : Nishant Caubey
Address: Bangalore

Dear Nishant Caubey,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as "**Associate Consultant**" at our Bangalore office reporting to **Project Manager**.

Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 1st ,2018**. In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer within 2 days of receipt of this offer.

1. Your gross remuneration **INR 757498/-** will be structured as per the attached Annexure

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	Nishant Caubey	
Designation	Associate Consultant	
Division	L&P	
Components	**Per Month**	**Per Annum**
Basic	20931	251172
House Rent Allowance	10465	125580
Medical Allowance	1250	15000
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	6381	76572
Conveyance Allowance	1600	19200
Sodexo Coupon	1000	12000
Employee Provident Fund	1800	21600
Total Monthly Salary	52327	627924
Fixed Bonus		
Annual Fixed Loyalty Bonus		**110000**
Gross Total Salary		737924
Company Contributions		
Gratuity		12074
Medical Insurance		7500
Total CTC		**757498**

1. Annual fixed loyalty bonus is payable only after the completion of 12 months of service with Sapiens post that it will be computed as variable bonus basis the performance.

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

9th March 2018
Mr. Ayush Chhabra

2B-2155, Shankar Nagar
Near Sandeep Gas Agency
Delhi Road, Saharanpur - 247001

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 9th April 2018

Your total earnings (Cost to company) is **Rs. 475,260.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2018.** If you fail to complete your **MBA/PGDM** qualification by **June, 2018,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **9:45 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Ayush Chhabra

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ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
Your appointment is effective from **9th April 2018** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period.

6. **Medical Fitness:**
The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

Scanned by CamScanner

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

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12. **Trade Secrets:**

Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;

Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**

You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**

You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

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15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Hyderabad.

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ANNEXURE- II
Compensation Details

Name	**Ayush Chhabra**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		15,444.00	185,328.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance, Miscellaneous Allowance, etc)		18,876.00	226,512.00
BASE SALARY		**34,320.00**	**411,840.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,853.00	22,236.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			41,184.00
TOTAL EARNINGS (A+B+C)		**36,173.00**	**475,260.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

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ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the gratuity act at 4.81% of basic salary. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 10 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2018] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

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7th November 2017

Name : Divya Kumar Yadav
Address: Bangalore

Dear Divya Kumar Yadav,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as "**Associate Consultant**" at our Bangalore office reporting to **Project Manager**.

Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 1st ,2018**. In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer within 2 days of receipt of this offer.

1. Your gross remuneration **INR 757498/-** will be structured as per the attached Annexure

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	Divya Kumar Yadav	
Designation	Associate Consultant	
Division	Digital	
Components	**Per Month**	**Per Annum**
Basic	20931	251172
House Rent Allowance	10465	125580
Medical Allowance	1250	15000
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	6381	76572
Conveyance Allowance	1600	19200
Sodexo Coupon	1000	12000
Employee Provident Fund	1800	21600
Total Monthly Salary	52327	627924
Fixed Bonus		
Annual Fixed Loyalty Bonus		**110000**
Gross Total Salary		737924
Company Contributions		
Gratuity		12074
Medical Insurance		7500
Total CTC		**757498**

1. Annual fixed loyalty bonus is payable only after the completion of 12 months of service with Sapiens post that it will be computed as variable bonus basis the performance.

7th November 2017

Name : Khusboo Agarwal
Address: Bangalore

Dear Khusboo Agarwal,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as "**Associate Consultant**" at our Bangalore office reporting to **Project Manager**.

Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 1st ,2018**. In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer within 2 days of receipt of this offer.

1. Your gross remuneration **INR 757498/-** will be structured as per the attached Annexure

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	Khusboo Agarwal	
Designation	Associate Consultant	
Division	L&P	
Components	**Per Month**	**Per Annum**
Basic	20931	251172
House Rent Allowance	10465	125580
Medical Allowance	1250	15000
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	6381	76572
Conveyance Allowance	1600	19200
Sodexo Coupon	1000	12000
Employee Provident Fund	1800	21600
Total Monthly Salary	52327	627924
Fixed Bonus		
Annual Fixed Loyalty Bonus		**110000**
Gross Total Salary		737924
Company Contributions		
Gratuity		12074
Medical Insurance		7500
Total CTC		**757498**

1. Annual fixed loyalty bonus is payable only after the completion of 12 months of service with Sapiens post that it will be computed as variable bonus basis the performance.

SHORE

ENDURING COMMITMENT. CONTINUOUS INNOVATION

JOB OFFER LETTER

Dear Rizwan Ahmad Ansari,

Congratulations and welcome to Shore Infotech India Pvt. Ltd.

With reference to your application and subsequent interviews, we are pleased to offer you the position of **"Junior Implementation Analyst"** based on the credentials presented by you.

Joining Date: You are requested to join us full-time on **7 March 2018** in our Hyderabad office.

Hours of Work: Your working days & shift timings will be indicated to you as per process/project requirements. However, it will be necessary to work any time, including in shifts, at the sole discretion of the process/project requirements.

Salary: Your fixed CTC will be **Rs.6,00,000 /-** per annum (Your salary structure/details are set out in "Annexure II" enclosed to this offer letter). The salary component is subject to tax deductions, as applicable.

Probation Period: You will be initially on probation for a period of six months from your actual joining date of the company and will continue to be so unless and until you are expressly confirmed in the regular service of the company.

Background Verification: Thorough background verification will be conducted either before or after your joining date. This verification may be carried out by third party agency authorized by Shore Infotech India Pvt. Ltd.
Background verification includes checking of all facts submitted to the company, including but not limited to curriculum vitae or application.

Please sign and return the Duplicate Copy of this letter as a token of your acceptance to all Terms & Conditions mentioned in Annexure I & Job Offer letter. In case your acceptance is not received within 3 days from the date of receipt of this offer, this offer stands automatically withdrawn.

You are requested to carry all documents listed in "Annexure III" enclosed to this offer letter.

Shore Infotech is a growing and expanding organization. We are confident you will enjoy working with us and we look forward to a long association together.

Once again, welcome to Shore Infotech family!

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources.

Acceptance

I _____ hereby agree, confirm and accept employment with Shore Infotech in accordance with the Terms & Conditions set out above which I have read and fully understood.

Name: _____ Signature & Date: _____

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure I

Appointment – Terms & Conditions

Dear **Mr. Rizwan Ahmad Ansari,**

We are pleased to appoint you as Probationary **Junior Implementation Analyst** for a specific process with a tentative joining date of **7 March 2018**

Your terms and conditions are as follows.

1. You shall serve as Probationary **Junior Implementation Analyst** and shall provide service to Shore Infotech India Private Ltd ("**Company**") at Hyderabad.

2. Your annual base salary is **Rs.6,00,000 /- (Rupees Six Lakh Only)**. Annual Base Salary represents cost to company (CTC). ESI and Provident Fund (PF) will be applicable as per norms.

3. You shall be on probation for a period of six (6) months from the date of joining. You will be entitled to all the benefits available to regular employees on successful completion of your probation, unless otherwise required under applicable law.

4. You will continue in your employment from the Joining Date as above unless you retire or your employment is terminated in accordance with the terms herein. During probation and after confirmation, the employee may voluntarily resign from the services of the organization by providing two (2) months' prior written notice to the Company. Should the employee fail to provide the mandatory notice period, all the applicable payments due and the documents i.e., Relieving Letter, Experience Certificate, No due Certificate will be withheld till the employee completes the required two (2) months' notice period, calculable from the date of acceptance of his resignation. Notwithstanding the foregoing, the Company may, at its sole discretion relieve you from your services on payment of salary in lieu of the two (2) months' notice.

5. In addition to the above, the Company hereby reserves the right to terminate your employment, either during the probation period or thereafter, by providing two (2) months' notice or salary in lieu thereof.

6. The Company also reserves the right to terminate your employment summarily upon issue of a written notice without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract herein and/or the policies of the Company (a 'Just Cause Termination'). In case of a Just Cause Termination, you will be entitled to only your accrued base salary until the date of such termination and no other amounts will be payable to you by the Company.

7. You agree that you will abide by the rules and regulations of the Company as may be in force from time to time. You agree that you shall perform your duties with diligence, devotion and discretion and the Company may hold you responsible for gross negligence.

8. Your position is a whole-time employment with the Company and you shall devote yourself exclusively to the business of the Company. You are not permitted to offer your services, with or without pay, to any person, legal entity or public authority, or undertake or render any service to your own business initiative, without the prior written permission of the Company.

9. Your normal working hours will be 45 hours per week, but this may be varied from time to time, depending upon the exigencies of the work. You acknowledge that your remuneration is sufficient to cover any extra hours of work and you will not be entitled to any overtime pay.

10. The terms of employment relating to working hours, leaves and holidays, code of ethics etc. apart from the terms mentioned herein will be as per the Company policies. You agree that you will abide by all the policies of the Company during your employment. Any breach of the Company policies will be deemed a material breach which may result in termination of your employment.

11. You will be responsible for the safe custody of any tools, equipment, books, or property of the Company, which may be in your charge. The Company will have the right to deduct from your dues the money value of any damage or loss caused by you to its property.

12. Any work you do or create in the course of or as a result of your employment with the Company will be deemed to be "work made for hire" and shall be the absolute property of the Company. All such work, including all intellectual property rights related thereto, created, developed, co-developed, obtained or conceived of by you, during the period of your association with the Company and all business opportunities presented by you during such period, shall be owned by and belong exclusively to the Company. You shall promptly disclose any such work and the related intellectual property or business opportunity to the Company and promptly execute and deliver to the Company all such documents as may be required from time to time, evidencing the Company's direct or indirect ownership of any such work product, intellectual property or business opportunity without any additional compensation. Any material you submit to Company shall be transferred along with the related intellectual property.

13. During the course of your employment and thereafter, it is expected that you maintain the highest degree of confidentiality regarding all Confidential Information relating to the business of the Company, whether or not marked as confidential, which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interests of the Company. For the purposes of this clause "Confidential Information" means information about the business and that of its customers which is not available to the general public and which may be learnt by / given access to you in the course of your employment. This includes, but is not limited to, information relating to the work methodology, client data, employment policies, personnel, and information about the services rendered and processes utilized; including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

14. Further because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, you shall not ,until the expiration of two (2) years from the date of your resignation/retirement or leaving the services of the Company for any reason whatsoever, engage in, directly or indirectly, in any business or employment which is directly competitive with the Company.

15. You shall not carry with you outside the office premises office files and documents, books and other property belonging to the Company or relating to their affairs, unless you are authorized by them to do so.

16. You shall not communicate to the public, newspapers, journals, including by way of pamphlets or leaflets or cause to be disclosed at any time, any information or documents, official or

otherwise relating to the business workings of the Company, except with the prior approval of the Company.

17. During the term of your employment and for a period of two (2) years thereafter, you shall not, directly or indirectly, refer business from any client to any enterprise or business other than the Company or to any enterprise or business that is in direct competition with the Company's business. Further you shall not, during the term of your employment and for a period of two (2) years thereafter, directly or indirectly, solicit, hire, negotiate with, or contact any employee of the Company for the purpose of hiring them or causing them to terminate their employment relationship with the Company. You shall not, during the term of your employment and for a period of two (2) years thereafter entice or solicit any contractors/vendors away from their association with the Company**.**

18. If any declaration given by you at the time of your appointment is found to be wrong or you are found to have willfully suppressed material information, the appointment will be deemed to be void and your service will be liable to termination without notice or compensation in lieu thereof.

19. You will not communicate to any person(s), firm or company, in information whether commercial, technical or general, disclose of which may damage the interests of the Company.

20. You will abide by and be governed by all rules, regulations, and that are in force/ are framed/ modified from time to time and be applicable to your category of employees.

21. You shall not be entitled to benefit other than what has been expressly stated in this letter.

22. All appraisals will be performed on a yearly basis on the employee joining date.

MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

1. **Age of Retirement**: Please note that unless your services come to an end on account of resignation, termination or dismissal, you will retire on completion of 58 years of age.

2. **Medical fitness**: This contract of employment is subject to your being found medically fit by a doctor of our choice. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of your employment with us, you shall, at any time in future subject yourself to medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination or if you refuse to subject yourself to such medical examination as required by us, you shall be deemed to have voluntarily resigned from our employment with effect from the date the Doctor appointed by us declares you medically unfit or you fail to physically present yourself before the Doctor appointed by us for carrying out such medical examination.

3. **No Simultaneous Employment**: While in the employment of this company you will not, under any circumstances, be permitted to work for any other firm or persons, either whole -time or part-time, nor in any way be associated with any firm or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company.

   In case this condition is contravened, you shall be deemed to have voluntarily resigned from our employment with effect from the day our communication in this regards is posted or delivered to you.

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

4. **Handing over charge of Company's property on termination of employment** : You shall be bound by the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the company. You shall, from time to time as may be requested by the company, do all things which may be necessary to establish or document the company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

5. **Anti-Disparagement**: You agree that you will not, under any circumstances, intentionally and maliciously, disparage, criticize or denigrate the talents, skills, products, prospects, abilities, services, integrity, or character of the Company, the promoters of the Company, or the senior management of the Company, via any form of social media, in a manner that causes, in the sole and absolute discretion of the Company, material harm to the Company or such persons. You further agree that you will not, directly or indirectly, at any time after the date hereof, contact any past, present or prospective investor, lender, client, supplier, employee, agent or representative of the Company with the intent, purpose or effect of intentionally and maliciously injuring the reputation of the Company.

6. **Address for communication**: You will, in writing, advise the Human Resources Department the address to which communications to you shall be sent, and any communication sent to you at such address shall be deemed to have been duly sent by us and received by you. Your address shall be as advised last by you to us in writing. All communication sent to such address by ordinary mail or registered post shall be deemed to have been delivered to you within four days of posting and those sent by telegram, within 48 hours of their being sent.

10. **Date of Birth:** You have declared your date of birth in writing. The information given by you in this respect has been entered in our records, and it cannot be altered at your option hereafter. It will be the sole evidence of your age in relation to all matters pertaining to your service. For this purpose, you are required to produce the original school leaving certificate or a certificate from the registrar of births and deaths, certifying your date of birth together with a photocopy .The original certificate shall be returned, while the photocopy duly attested by us shall be retained for Company's records.

For **Shore Infotech India Private Limited**

Employee Name:

Signature:

Date:
Place: (Authorized Signatory)

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure II

Name	**Rizwan Ahmad Ansari**
Designation	**Junior Implementation Analyst**
Total CTC	**600000**
Date of Joining	**7-Mar-18**

SR. NO.	COMPONENTS OF PAY	PER MONTH	PER ANNUM
A	**MONTHLY ALLOWANCES**		
1	Basic	20,988	251,861
2	HRA	10,494	125,930
3	Special Allowance	5,895	70,742
4	Medical Allowance	1,250	15,000
5	LTA	1,749	20,988
6	Meal Voucher	0	0
4	Conveyance Allowance	1,600	19,200
	TOTAL A	**41,977**	**503,721**
B	**OTHER POTENTIAL CASH BENEFITS**		
1	Retention Bonus	5,000	60,000
	TOTAL B	**5,000**	**60,000**
	Total A+B	**46,977**	**563,721**
C	**RETIRALS & BENEFITS**		
1	Provident Fund - Employer Contribution	1,800	21,600
2	Gratuity	993	11,919
3	Medical Insurance	230	2,760
	TOTAL C	**3,023**	**36,279**
	TOTAL CTC (A + B + C)	**50,000**	**600,000**
D	**Deductions**		
1	Provident Fund	2,519	30,223
2	Meal Voucher	0	0
3	Professional Tax	200	2,400
	Total D	**2,719**	**32,623**
	Net Take Home	**39,258**	**471,098**

Notes:

All applicable statutory deductions will be made from your total earnings.

All applicable Tax deductions will be made from your total earnings.

Retention Bonus: Retention bonus is paid semiannually (every 6 months), 50% of the retention bonus amount would be paid after completion of 6 months in the company and the balance amount after completion of 12 months.

LTA, Meal Voucher & Medical allowances are part of “Flex-pay”, please refer the Flex-pay allowance policy.

You are covered under “Group Personal Accidental Insurance” for sum insured amount of 5 lakhs.

Sincerely,
For Shore Infotech India Pvt. Ltd.

Senior Manager,
Human Resources

SHORE
ENDURING COMMITMENT. CONTINUOUS INNOVATION

Annexure III

You are required to submit the following documents at the time of joining, request you to carry original copies for verification purpose and 1 set of photo copies.

- Copy of Offer Letter
- Copy of Resume
- 4 Passport size photographs
- Educational Qualification certificates (Highest qualification mandatory)
- PANCARD (copies of both sides – front & back)
- Temporary and Permanent address Proof along with valid ID Proof
    - Passport/Voter ID/Ration Card/Electricity Bill/Telephone Bill/Bank Pass Book/Rental Agreement
- Aadhar Card/Photo Identity Proof
- Copy of any bank statement
- Previous Company Salary Pay slip/Certificate and Offer Letter
- Experience Letter
- Marriage Certificate(If Applicable)
- Willing to work in shifts and on rotational basis
- All documents should be True Attested copies by a NOTARY or Gazetted Officer
- Original Certificates to be brought along with the copies for the Purpose of Verification
- On submission of all the above mentioned documents and after scrutinizing the appointment order will be issued
- On Boarding will not be done if all the required documents are not available

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: REG: Offer Letter -SGD Pharma India Limited

Shachi Desai <shachi.desai3@gmail.com> Sat, Jan 27, 2018 at 10:26 AM
To: rajkishore@ibsindia.org

---------- Forwarded message ----------
From: **Rani, Sandhya** <Sandhya.Rani@sgdgroup.com>
Date: Thu, Jan 25, 2018 at 11:28 PM
Subject: REG: Offer Letter -SGD Pharma India Limited
To: "shachi.desai3@gmail.com" <shachi.desai3@gmail.com>
Cc: "Akshay Singh, Sardar" <Akshay.Singh@sgdgroup.com>, Malathi G <malathi.g@sgdgroup.com>

Dear Ms. Shachi Jatin Desai,

Subsequent to the discussion and various rounds of interviews, we would like to inform you that you have been shortlisted for the position of **Sr.Executive – Sales & Marketing.**

As agreed by you at the time of interview you are supposed to work at SGD Pharma India Limited, Vemula Village, Moosapet Mandal, Mahabubnagar Dist, Telangana for first three months, later you will be shifted to Ahmedabad reporting to Mr. Nishant Desai – GM (Sales & Marketing)

1. Below mentioned is our offer of compensation based on documents furnished by you.
2. Upon acceptance of below CTC breakup, you would be shared formal LOI & Annexure
3. **Every employee as per company policy is abide for a probation period of 6 months, during which he/she is eligible for one leave for month.**
4. Kindly submit below list of documents at the time of joining :

   - Copy of all education certificates
   - Copy of date birth certificate
   - Copy of address proofs (Voter ID/ Aadhar Card)
   - Copy of PAN card
   - Medical fitness certificate
   - 8 Passport size Photographs

5. Feel free to revert/ call undersigned in case of any clarification you may need.

CTC Per Annum	CTC Per Month
500,000	**41,667**

S.No	Particulars	Per Month (In Rupees)	Per Annum (In Rupees)
1	Basic	16,667	200,000
2	Transport	3,333	40,000
3	HRA	6,667	80,000
4	Education	3,333	40,000
5	LTA	1,389	16,667
6	Medical	1,250	15,000
7	Birthday Gift	417	5,000
8	Spl Allowance	6,611	79,333
	GROSS P.M & P.A	**39,667**	**476,000**
9	PF (Employer)	2,000	24,000
	Total CTC P.M & P.A	**41,667**	**500,000**

We expect you join on or before 01st March,2018 & kindly acknowledge us the same.

Thanks & Regards,

Sandhya

7th November 2017

Name : Aditya Viren Karani
Address: Bangalore

Dear Aditya Viren Karani,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as "**Associate Consultant**" at our Bangalore office reporting to **Project Manager**.

Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 1st ,2018**. In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer within 2 days of receipt of this offer.

1. Your gross remuneration **INR 757498/-** will be structured as per the attached Annexure

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	Aditya Viren Karani	
Designation	Associate Consultant	
Division	L&P	
Components	**Per Month**	**Per Annum**
Basic	20931	251172
House Rent Allowance	10465	125580
Medical Allowance	1250	15000
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	6381	76572
Conveyance Allowance	1600	19200
Sodexo Coupon	1000	12000
Employee Provident Fund	1800	21600
Total Monthly Salary	52327	627924
Fixed Bonus		
Annual Fixed Loyalty Bonus		**110000**
Gross Total Salary		737924
Company Contributions		
Gratuity		12074
Medical Insurance		7500
Total CTC		**757498**

1. Annual fixed loyalty bonus is payable only after the completion of 12 months of service with Sapiens post that it will be computed as variable bonus basis the performance.

Simply Grow Technologies Private Ltd
4th Floor, ENR Complex, Bandlaguda Jagir,
Hyderabad – 500048
Tel: +91-9550290118

29 December 2017

To
Akhil Samudrala
Hyderabad

Offer Letter

Dear Akhil**,**

Simply Grow Technologies Pvt. Ltd ("the Company") is pleased to offer you the position of **Investment Analyst**. We are breaking new ground in the fintech space of India and we welcome you onboard.

You will report to Mr Ram Medury and, or, any other person as decided by the Company from time to time. You will be primarily based in the Hyderabad area.

Your employment shall commence with effect from 19 February 2018. In the event of you failing to join before this date, the contract shall stand terminated unless extended at the sole discretion of the Company.

You must treat the details of this offer with utmost confidentiality. You are required to abide by all the rules and regulations of the Company which are in existence and which shall come into effect from time to time in the business interest. However, defined organizational Terms & Conditions (Annexure I) are enclosed.

You are requested to go through this offer letter carefully and return the duplicate copy duly signed to your placement office or me, as a token of having accepted the terms of offer. This contract shall be concluded and effective only on your delivering a signed copy of this letter. You are also required to submit the documents mentioned in Annexure II at the time of joining.

I welcome you to Simply Grow and look forward to a long-term mutually beneficial professional association.

For Simply Grow Technologies Pvt. Ltd.

Ram Kalyan Medury
CEO, Simply Grow Technologies

I accept the above offer and enclosed
terms and conditions of service

Signature: _____

Place: _____

Terms of Employment

(Annexure-I)

1. Compensation

Your Total Gross Remuneration package will be as follows payable monthly in arrears.

	Annual Amount in INR
Basic	3,00,000
HRA	1,20,000
Conveyance	19,200
Medical	15,000
Special Allowance	45,800
Annual Gross Salary	5,00,000

Your next revision of the base salary will be in accordance with the merit review cycle of the Company at the sole discretion of the Company.

You will also be eligible for ESOPs - **500** in number as finalized by the management. These will vest in 4 years in equal annual installments, after an initial cliff period of 1 year starting from your joining date.

Based on your performance and contribution to the growth of the company you may be eligible for further rounds of ESOPs after the annual performance review.

2. Provident Fund

You will participate in Provident Fund (PF) Scheme as applicable to your designation. Until the company reaches employment strength of 20, we may not be able to obtain PF registration. Accordingly, your contribution, together with the company contribution, will be paid to you as allowance in lieu of PF until the date of registration and will form part of your salary discussed directly above. After the date of registration, your salary discussed above will be reduced by the amount of your contribution plus the company contribution and such amount will be paid to PF.

3. Leave and Working Hours

You will be entitled to leave as per company policy and will observe the working hours as may be applicable to your designation and location of posting. Working days will be a five-day week with alternate Saturdays being working days. Working hours will be nine-hour days, usually from 9.30 am to 6.30pm.

4. Place of Work

Your initial work place would be as per the Covering letter to this annexure; however, you may be deputed or transferred to work at other locations, or business associates or clients, based on the business requirement and discretion of the management.

5. Veracity of Information Provided

You have been engaged on the assumption that the particulars furnished in your resume or testimonials or References or Previous Employment References (if any) handed over by you are correct. In case the said particulars are found to be incorrect or you have concealed or withheld some other relevant facts, your appointment is liable to be terminated without any notice, notwithstanding any other condition in the offer letter.

6. Whole Time Employment

Your employment at Simply Grow Technologies Pvt. Ltd is full time. It is expected that your loyalty to the company be not divided through additional part time/full time employment, or any other trade/business/profession. Any such activity should be pursued only after having discussed and obtained written permission from the management.

7. Service Rules and Regulations

During your employment with the Company, you will be governed by the service rules and regulations of the Company in force or as introduced or amended from time to time. You will also be governed by the Company's policies and rules regarding Leave, Provident Fund, Misconduct, and indiscipline or/and other matters.

8. Professional Ethics

You are required to deal with the company's money, material and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or dishonesty in dealing with the company's money or material or documents or any affairs of the company or of theft or of misappropriation, regardless of the value involved, your services will be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

You are required to keep the image and reputation of the Company while dealing with students & other external Customers and maintain the Organizational Values, Norms & Culture while Interacting with Other Corporate or Business Associates.

9. Notice Period

In the event of your resignation you will be required to give 45 days prior notice as per the Mutual consent of either side. The company may terminate the services of an individual without assigning any reasons, but with a similar notice period or salary in lieu thereof, except in case of termination on the grounds of dishonesty / theft, moral turpitude, loss to company reputation etc.

The Company however reserves rights to hold your resignation during the mid-academic stems in the Interest of Business.

10. Safe Custody of Company Material

You are responsible for the safekeeping, good condition and order of all the Company property entrusted to your care and charge. The company reserves the right to deduct the cost of such articles from your dues, or take such actions as may be deemed proper, in the event of failure to account for such property, to our satisfaction.

11. Use of Company Resources

You shall use the company's resources only for official purpose. You are requested to use the Company resources to an optimum extent with no wastage.

12. Confidentiality of Salary Information

You are required to strictly maintain the secrecy of salary and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration/terms of employment, to any other employee of the Company.

13. General Confidentiality

The Company has extended its employment offer to you based upon your general knowledge, background, experience, skills and abilities and not because of your knowledge of any other organisation's trade secrets or other company specific information. As a condition of employment with the Company, you will be expected to sign a Non-Disclosure Agreement ("NDA") in which you agree not to disclose or use confidential or proprietary information or trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

Any official communication, which is confidential in nature, shall be destroyed by burning or through paper shredder after the purpose is served.

14. Income Tax Liability

The Income Tax liability with regards to your salary and perks will be your liability, and will be governed by the tax laws of the country as applicable from time to time.

15. Non-Compete

After leaving the employment of the company, you shall not carry on any parallel sales or the business activities that are identical to that of the Company Business Domain for one year within the same region nor employ yourself in a firm / company carrying similar business to that of the company for a minimum period of 6 months from exit.

16. Non-Solicitation of Customers

You agree that during the term of your employment and for a further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of

whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

17. Non – Solicitation and Non Hire of Company Employees

You agree that during the term of your employment and a further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

18. Term

Your employment may be terminated "for cause" and/or on disciplinary grounds, by the Company with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

19. Medical Test Reports

Your appointment is conditional to your continuing to be medically fit to undertake the assignments. The Company reverses the right to have you undergo medical examination from time to time, in the event of your being found medically un-fit for the same, the company would be with-in its rights will terminate the appointment.

20. Statutory Regulations

You shall be legible to follow all the statutory regulations as applicable through various Laws related to employee and should ensure the provision of various documents required for the statutory fulfillments. Any discrepancy related to the Employment Conditions subject to the jurisdiction of Delhi Courts.

In all matters, including those not specifically covered here, such as travel, Leave, work Norms etc., will be governed by the rules of the company framed from time to time.

The Terms and conditions of Employment are based on Company Policies, Practices and other rules currently applicable and shall be amended from time to time. You will also abide by all other rules and regulations of the company, which shall be in force, from time to time.

I accept the above terms and conditions of service

Signature: _____

Place: _____

Required Documents

(Annexure II)

The following documents are required by the Company on the date of joining:

- Signed Offer Letter
- Copy of educational documents/certificates – school, graduation, post-graduation (if any)
- Identity proof: Copy of passport or Copy of PAN Card
- 4 passport size color photographs
- Bank account details for salary credit
- Current Address and home phone number
- Emergency Contact Details: Name, relationship, address, phone numbers (mobile, work &home)

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

7054

Raj Kishore Nayak <rajkishore@ibsindia.org> Fri, Aug 31, 2018 at 10:13 AM
To: olroutemails@ibsindia.org

From: vaishali raut <vaishali.raut@satgurutravel.com>
Date: 22 December 2017 at 6:12:48 PM IST
To: kanav marwaha <kanavmarwaha@gmail.com>
Subject: RE: IBS Hyderabad - Skype Interviews

Dear Kanav,

Please note the names of selected candidates.

Sr No	Candidate	Specialization	Rating	Status
1	Vishal Krishna	Marketing	6	Selected
2	SanRaj	Finance	7	Selected
3	Devbrat	Finance	6	Selected

Apart from this Shubham Goyal can be considered for a position based in Pune. We can offer a salary of 25k. Please let me know if the candidate would be interested in same.

Thanks and regards,

Vaishali Raut

HR Department

Time Legend IT & HR Consulting Solutions

Group Satguru Travels & Tours LLC

Corporate HR |Office # 601, Pentagon Tower P5, Magarpatta city, Hadapsar, Pune 411013 |, Site : www.satgurutravel.com

Contact No- 08237449955

Particulars	Per Month (INR)	Per Annum (INR)
Basic Salary (Take Home)	35,000	4,20,000
* Leave Salary	2,917	35,000
** Pocket Money	2,000	24,000
Total Earning	**39,917**	**479,000**

Other Expenses supported by the company	INR
Accommodation + Food + Travelling	2,40,000
Visa + Travel	1,00,000
Training + Joining	30,000
Total Expenses	**3,70,000**

Note:-	
* Leave Salary	Employee is eligible for one month leave salary every year. This is payable only on successful completion of 24 months tenure
** Pocket Money	Amount mentioned is approximate value which is paid every month locally in the branch. Currency will vary depending upon the country of deputation
Annual Increment Policy	Employee is eligible for annual increment as per the Annual Appraisal Policy

Ref-SHWL/HR/Offer Letter/March-2018 HOLIDAYS FOR LIFE ! Date: 01st March 2018

Offer Letter

To,

Vishal Krishna Bipin
1/591, Ruchi Khand-2,
Sharda Nagar, Lucknow – Uttar Pradesh – 226002.

We are pleased to offer you the position of a **Sales & Program Manager (GRADE – Senior Officer),** with **(SATGURU TRAVEL & TOUR SERVICES LTD) at Lilongwe** location as per the below terms:
Your salary structure will be as below:

Particulars	CTC PM (INR)	CTC PA (INR)
Basic Salary	35,000/-	4,20,000

The salary would be paid to you every quarter. Your proposed Date of Joining will be immediately after the completion of your Visa and other Pre-joining formalities. You will be on probation for the period of six months from the date of joining. The company however has the option to terminate your services without notice for any reason whatsoever, during the period of probation. After probation either party can terminate the contract by giving three months notice in writing to the other party.

You will be given amenities of family status furnished accommodation along with necessary food and lodging facilities as generally provided to other employees of the company.
If for any reason you back out from the offer after the on boarding process, you will be liable to pay Rs. 10000 as reimbursement against the expenses incurred by the company.

Indian laws will be applicable & prevail for the whole tenure of your appointment. Kindly acknowledge the same within 24 hours as a token of your acceptance for the appointment under the terms and conditions mentioned above and send over the scanned copy to HR Dept on same or at vaishali.raut@satgurutravel.com.

FOR (SATGURU HOLIDAYS WORLDWIDE LIMITED)

Satguru Holidays Worldwide Limited

Authorized Signatory

Particulars	Per Month (INR)	Per Annum (INR)
Basic Salary (Take Home)	35,000	4,20,000
* Leave Salary	2,917	35,000
** Pocket Money	2,000	24,000
Total Earning	**39,917**	**479,000**

Other Expenses supported by the company	INR
Accommodation + Food + Travelling	2,40,000
Visa + Travel	1,00,000
Training + Joining	30,000
Total Expenses	**3,70,000**

Note:-	
* Leave Salary	Employee is eligible for one month leave salary every year. This is payable only on successful completion of 24 months tenure
** Pocket Money	Amount mentioned is approximate value which is paid every month locally in the branch. Currency will vary depending upon the country of deputation
Annual Increment Policy	Employee is eligible for annual increment as per the Annual Appraisal Policy

Letter of Appointment

Date: 14/3/2018 Our Ref: Synergy Infra/HR/Mar-2018/03.

To,
Mr.Sushil Shahi
ICFAI, Hyderabad

Dear **Mr.Sushil Shahi**

Sub: Letter of Appointment

We are pleased to offer you an appointment in our organization as Business Development /Promotion Executive (Functional Area: Marketing , Public Relations & Media Planning**).**You will be based in our **Banglore** office. You are requested to report on duty on **26/03/2018** at our Hyderabad premises.

You will be on probation for an initial period of three months.

You are required to agree to the terms and conditions as described in Annexure – A.

You will be paid gross emoluments as detailed in Annexure –B and You will not be applicable to any other perquisites that are not specified.

Your employment will be governed by the Terms & Conditions as per Annexure – C.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we reserve the right to review our offer of employment.

Employment as per this offer is subject to your being medically fit.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey. We assure you of our support for your professional development and growth.

Yours truly,
For Synergy Infra Consultants Pvt Ltd

AUTHORIZED SIGNATORY **Encl: As below**

Annexure – A

1. The company will provide you extensive training during the course of work of your employment. The training materials provided to you are property of the company and proprietary information with copyright.

2. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate termination of employment without notice.

3. Spreading rumors, soliciting employees of the company for outside employment or coercing coworkers to leave the company is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment.

4. Unauthorized absence without intimation or absence without permission from duty for a continuous period of 7 days would make you lose your on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.

5. The initial 3 months of your employment shall be probationary period during which the employer may terminate this employment contract by giving 2 days notice in writing or two weeks salary in lieu of notice.

6. Your conformation will be based on your performance during the probationary period

7. Your initial place of work will be at our Hyderabad Premises. However, your services are transferable to any place in Hyderabad within the Company or to any of its associates, or sister concerns, or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Management.

8. You shall sign a non disclosure agreement with company.

Please indicate your understanding and acceptance of the above terms and conditions.

I accept.

(Signature, name & date)

Annexure – B

Monthly pay structure**:**

Name	**Sushil Shahi**	
Designation	Business Development /Promotion Executive	
Cost to Company	**RS: 500000**	
Components	**Per Month**	**Per Annum**
BASIC+DA	15375	184500
HRA	6150	73800
Conveyance	1600	19200
Special Allowance	9052	108625
Medical Allowance	1250	15000
Total Fixed Components	**33427**	**401125**
Other Perquisites		
Gratuity	739.5375	8874.45
Total Other Perquisites	739.5375	8874.45
Total	**34167**	**410000**
Special Bonus	(Paid in Two Installmentsof 45000 each)	**90000**
Total CTC		**500000**

Note:

Income tax and other statutory deductions as applicable
Gratuity paid as per prevailing act applies

Annexure – C

1. **Personal Particulars:**
   You will keep us informed of any change in your residential address, your family status or any other relevant. You would also let us know the name and address of your legal heir/nominee.

2. **Nature of Work:**
   You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

3. **Working Hours:**
   The regular working hours of the company are from 9:30 to 18:15 including 30 minutes for lunch break and two times 15 minutes for tea break.

4. **Assignment, Transfer and Deputation:**
   Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

5. **Training:**
   You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment.

6. **Intellectual Property Right:**
   If during the period of your employment with us you achieve any invention, innovation process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

7. **Secrecy/Confidentiality:**
   You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so.

8. **Restrain:**
   i. **Access to Information:**
      Information is available on need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

   ii. **Restriction on Personal Use:**
      Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

9. **Leave:**
   i. You will be entitled to leave as per law in force and as laid down in the Standing Orders of the company. Three days advance intimation is required to be given for availing leave. In the event of a sick leave for a period more than 5 days you will be required to furnish a doctor's certificate for the period of leave. The company follows strict time schedule and late comings are discouraged, unless otherwise notified by you in advance. Late marks will be accorded to you for every late entry with half day of absence counted for every three late marks.
   ii. Each employee is entitled for 24 (Twenty Four) days of leave from January to December of calendar year.
   iii. Employees joining in the middle of the year, would be eligible for number of leaves at the rate of two leaves per each month of the left over months (which includes the joining month) of the year.
   iv. Employees are not entitled to apply leaves during 1st two months of joining (Can be exempted in case of emergency.
   v. You are entitled to holidays as per the holiday calendar provided by the company. You hereby agree that if exigencies of work require, you will work on any holidays as well

10. **Security:**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and company wide awareness about the need for protection of intellectual property and sensitive customer information.

11. Termination of Service:

i. Either party can terminate this employment by serving a written notice of one months on the other, save and accept that the company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect.

ii. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

iii. On serving notice for any reason to terminate this agreement or at any time thereafter during the currency of such notice, the company shall be entitled(but not obliged) to pay your salary (at the basic rate of the salary) in lieu of the unexpired portion of your entitlement of notice

iv. **Immediate Dismissal**

The Company may terminate your appointment immediately and with no liability to make any further payment (other than in respect of salary accrued due at the date of termination) if you:

a) Commit any act of gross misconduct or repeat or continue (warning) any other breach of your obligations under this Agreement;
b) Are guilty of any conduct which in the reasonable opinion of your superiors brings you, the Company or any Group Company into serious disrepute;
c) Are convicted of any criminal offense;
d) Commit any acts of dishonesty whether relating to the Company, any Group Company, any of its or their employees or otherwise; or
e) Shall have committed an act of bankruptcy or with your creditors generally.

12. Standing Orders:

You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the company.

13. Responsibilities

i. Increasing the awareness of business capabilities and offerings of Synergy Infra in the specific market.
ii. Generation Leads and managing the current leads.
iii. Making corporate presentations and seeking business
iv. Responding to RFIs and RFPs
v. Dispatching Quotes and following up
vi. Lead Generation: Increase awareness about the company, Develop comprehensive packages
vii. Relationship Maintenance and building new ones in specific markets.
viii. Implantation of digital and content strategy
ix. Manage all online content and get it executed through agency
x. Liaise with the Digital Marketing agency and internal content sources for enhancing web presence
xi. Social Media Campaigns, Online Reputation Management, Social Media Content Generation
xii. Support Marketing Communication.
xiii. Any of the specific services required based on company's needs as and when required, even though not specified above.

. You shall always work in the best interests of the Company at all times while handling works delegated to you and attempt to achieve the maximum productivity / efficiencies and enable smooth & productive coordination with other personnel within the Company and work related / Architects / Clients / etc.

14. Changes to your terms of employment

The company reserve the right to make reasonable changes to the Company's Polices and any of your terms and conditions of appointment and will notify you in writing of such changes at the earliest opportunity and before such changes are to take effect

15. Appointment in Good Faith:

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules o f

t h e

c o m

Letter of Appointment

Date: 14/3/2018 Our Ref: Synergy Infra/HR/Mar-2018/01.

To,
Miss Suchi Smita
ICFAI, Hyderabad

Dear **Miss Suchi Smita**

Sub: Letter of Appointment

We are pleased to offer you an appointment in our organization as Business Development /Promotion Executive (Functional Area: Marketing , Public Relations & Media Planning**).**You will be based in our **Hyderabad** office. You are requested to report on duty on **26/03/2018** at our Hyderabad premises.

You will be on probation for an initial period of three months.

You are required to agree to the terms and conditions as described in Annexure – A.

You will be paid gross emoluments as detailed in Annexure –B and You will not be applicable to any other perquisites that are not specified.

Your employment will be governed by the Terms & Conditions as per Annexure – C.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we reserve the right to review our offer of employment.

Employment as per this offer is subject to your being medically fit.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey. We assure you of our support for your professional development and growth.

Yours truly,
For Synergy Infra Consultants Pvt Ltd

AUTHORIZED SIGNATORY **Encl: As below**

Annexure – A

1. The company will provide you extensive training during the course of work of your employment. The training materials provided to you are property of the company and proprietary information with copyright.

2. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate termination of employment without notice.

3. Spreading rumors, soliciting employees of the company for outside employment or coercing coworkers to leave the company is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment.

4. Unauthorized absence without intimation or absence without permission from duty for a continuous period of 7 days would make you lose your on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.

5. The initial 3 months of your employment shall be probationary period during which the employer may terminate this employment contract by giving 2 days notice in writing or two weeks salary in lieu of notice.

6. Your conformation will be based on your performance during the probationary period

7. Your initial place of work will be at our Hyderabad Premises. However, your services are transferable to any place in Hyderabad within the Company or to any of its associates, or sister concerns, or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Management.

8. You shall sign a non disclosure agreement with company.

Please indicate your understanding and acceptance of the above terms and conditions.

I accept.

(Signature, name & date)

Annexure – B

Monthly pay structure**:**

Name	**Suchi Smita**	
Designation	Business Development /Promotion Executive	
Cost to Company	**RS: 500000**	
Components	**Per Month**	**Per Annum**
BASIC+DA	15375	184500
HRA	6150	73800
Conveyance	1600	19200
Special Allowance	9052	108625
Medical Allowance	1250	15000
Total Fixed Components	**33427**	**401125**
Other Perquisites		
Gratuity	739.5375	8874.45
Total Other Perquisites	739.5375	8874.45
Total	**34167**	**410000**
Special Bonus	(Paid in Two Installmentsof 45000 each)	**90000**
Total CTC		**500000**

Note:

Income tax and other statutory deductions as applicable
Gratuity paid as per prevailing act applies

Annexure – C

1. **Personal Particulars:**
   You will keep us informed of any change in your residential address, your family status or any other relevant. You would also let us know the name and address of your legal heir/nominee.

2. **Nature of Work:**
   You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

3. **Working Hours:**
   The regular working hours of the company are from 9:30 to 18:15 including 30 minutes for lunch break and two times 15 minutes for tea break.

4. **Assignment, Transfer and Deputation:**
   Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

5. **Training:**
   You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment.

6. **Intellectual Property Right:**
   If during the period of your employment with us you achieve any invention, innovation process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

7. **Secrecy/Confidentiality:**
   You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so.

8. **Restrain:**
   i. **Access to Information:**
      Information is available on need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

   ii. **Restriction on Personal Use:**
      Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

9. **Leave:**
   i. You will be entitled to leave as per law in force and as laid down in the Standing Orders of the company. Three days advance intimation is required to be given for availing leave. In the event of a sick leave for a period more than 5 days you will be required to furnish a doctor's certificate for the period of leave. The company follows strict time schedule and late comings are discouraged, unless otherwise notified by you in advance. Late marks will be accorded to you for every late entry with half day of absence counted for every three late marks.
   ii. Each employee is entitled for 24 (Twenty Four) days of leave from January to December of calendar year.
   iii. Employees joining in the middle of the year, would be eligible for number of leaves at the rate of two leaves per each month of the left over months (which includes the joining month) of the year.
   iv. Employees are not entitled to apply leaves during 1st two months of joining (Can be exempted in case of emergency.
   v. You are entitled to holidays as per the holiday calendar provided by the company. You hereby agree that if exigencies of work require, you will work on any holidays as well

10. **Security:**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and company wide awareness about the need for protection of intellectual property and sensitive customer information.

11. Termination of Service:

i. Either party can terminate this employment by serving a written notice of one months on the other, save and accept that the company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect.

ii. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

iii. On serving notice for any reason to terminate this agreement or at any time thereafter during the currency of such notice, the company shall be entitled(but not obliged) to pay your salary (at the basic rate of the salary) in lieu of the unexpired portion of your entitlement of notice

iv. **Immediate Dismissal**

The Company may terminate your appointment immediately and with no liability to make any further payment (other than in respect of salary accrued due at the date of termination) if you:

a) Commit any act of gross misconduct or repeat or continue (warning) any other breach of your obligations under this Agreement;
b) Are guilty of any conduct which in the reasonable opinion of your superiors brings you, the Company or any Group Company into serious disrepute;
c) Are convicted of any criminal offense;
d) Commit any acts of dishonesty whether relating to the Company, any Group Company, any of its or their employees or otherwise; or
e) Shall have committed an act of bankruptcy or with your creditors generally.

12. Standing Orders:

You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the company.

13. Responsibilities

i. Increasing the awareness of business capabilities and offerings of Synergy Infra in the specific market.
ii. Generation Leads and managing the current leads.
iii. Making corporate presentations and seeking business
iv. Responding to RFIs and RFPs
v. Dispatching Quotes and following up
vi. Lead Generation: Increase awareness about the company, Develop comprehensive packages
vii. Relationship Maintenance and building new ones in specific markets.
viii. Implantation of digital and content strategy
ix. Manage all online content and get it executed through agency
x. Liaise with the Digital Marketing agency and internal content sources for enhancing web presence
xi. Social Media Campaigns, Online Reputation Management, Social Media Content Generation
xii. Support Marketing Communication.
xiii. Any of the specific services required based on company's needs as and when required, even though not specified above.

. You shall always work in the best interests of the Company at all times while handling works delegated to you and attempt to achieve the maximum productivity / efficiencies and enable smooth & productive coordination with other personnel within the Company and work related / Architects / Clients / etc.

14. Changes to your terms of employment

The company reserve the right to make reasonable changes to the Company's Polices and any of your terms and conditions of appointment and will notify you in writing of such changes at the earliest opportunity and before such changes are to take effect

15. Appointment in Good Faith:

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules o f

t h e

c o m p

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter for Rahul Mukerjee

Rahul Mukherjee <rahulmukherjee644@gmail.com> Mon, Feb 26, 2018 at 12:01 PM
To: Rajkishore@ibsindia.org

---------- Forwarded message ----------
From: "Square Yards" <offers@squareyards.com>
Date: Feb 23, 2018 5:20 PM
Subject: Offer Letter for Rahul Mukerjee
To: <rahulmukherjee644@gmail.com>
Cc: <debayan.bhattacharya@squareyards.co.in>, <swarna.krishna@squareyards.in>, <sreeja.nair@squareyards.co.in>, <sanjay.sareen@squareyards.in>

Dear **Rahul Mukerjee,**

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Busines Development Manager** in our Company. Your beginning annual remuneration will be **INR 454,000/- (Enclosed: CTC break-up).**

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone, conveyance etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.

Your joining location will be	**Hyderabad**
Reporting Date & Time:	13-Mar-2018, 9:30 AM
Venue Detail:	301, 3rd Floor, Hitech Pearl, Shilpi Valley Colony, Madhapur, Hyderabad - 500081
Contact Person:	Swarna Krishna Murthy

This offer and your employment are conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with background verification report, the Company reserves the right to withdraw or delay this offer of employment. So Kindly provide 2 references for background verification.

Mandatory Documents to be emailed before or produced on the day of Joining: (1 set of Photocopies as well as Originals)

1. **Highest Education Certificate and Mark sheets (10th, 12th, Graduation, PG)**
2. **Photo Id Proof - Passport / Driving License / Voter's ID**
3. **PAN card**
4. **Aadhar Card**
5. **4 Passport size Photographs (in White Background)**
6. **Cancelled Cheque**
7. **CV (Resume)**
8. **Resignation Acceptance from your previous organization**
9. **EPF Number or UAN No.**
10. **Bank Statement**

Should you need any clarification prior to joining, please feel free to get in touch with Swarna Krishna Murthy, Tel: 9844573898 Email: swarna.krishna@squareyards.in

We look forward to a mutually rewarding partnership.

Please accept the offer by clicking on the button below. This shall however direct you to pre joining process further. You are requested to revert positively within 2 days.

Accept

Regards,

Human Resources
Square Yards Consulting Pvt. Ltd.

Note: You will be eligible for the above said scheme only in case you have performed according to the unified incentive and reimbursement structure as apprised by Company from time to time. The incentives and reimbursement are discretionary and may vary from time to time and are only to facilitate and motivate the employee. The Company reserves the right to alter/vary the terms and condition of this scheme or may completely revoke the scheme, at any time without any notice.

CTC Breakup.pdf
5K

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter for Suchet kotha

suchet kotha <suchetkotha@gmail.com> Mon, Feb 26, 2018 at 12:00 PM
To: rajkishore@ibsindia.org

---------- Forwarded message ----------
From: **Square Yards** <offers@squareyards.com>
Date: Fri, Feb 23, 2018 at 5:28 PM
Subject: Offer Letter for Suchet kotha
To: suchetkotha@gmail.com
Cc: debayan.bhattacharya@squareyards.co.in, swarna.krishna@squareyards.in, sreeja.nair@squareyards.co.in, sanjay.sareen@squareyards.in

Dear **Suchet kotha,**

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Busines Development Manager** in our Company. Your beginning annual remuneration will be **INR 454,000/- (Enclosed: CTC break-up).**

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone, conveyance etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.

Your joining location will be	**Hyderabad**
Reporting Date & Time:	13-Mar-2018, 9:30 AM
Venue Detail:	301, 3rd Floor, Hitech Pearl, Shilpi Valley Colony, Madhapur, Hyderabad - 500081
Contact Person:	Swarna Krishna Murthy

This offer and your employment are conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with background verification report, the Company reserves the right to withdraw or delay this offer of employment. So Kindly provide 2 references for background verification.

Mandatory Documents to be emailed before or produced on the day of Joining: (1 set of Photocopies as well as Originals)

1. **Highest Education Certificate and Mark sheets (10th, 12th, Graduation, PG)**
2. **Photo Id Proof - Passport / Driving License / Voter's ID**
3. **PAN card**
4. **Aadhar Card**
5. **4 Passport size Photographs (in White Background)**
6. **Cancelled Cheque**
7. **CV (Resume)**
8. **Resignation Acceptance from your previous organization**
9. **EPF Number or UAN No.**
10. **Bank Statement**

Should you need any clarification prior to joining, please feel free to get in touch with Swarna Krishna Murthy, Tel: 9844573898 Email: swarna.krishna@squareyards.in

We look forward to a mutually rewarding partnership.

Please accept the offer by clicking on the button below. This shall however direct you to pre joining process further. You are requested to revert positively within 2 days.

Accept

Regards,

Human Resources
Square Yards Consulting Pvt. Ltd.

Note: You will be eligible for the above said scheme only in case you have performed according to the unified incentive and reimbursement structure as apprised by Company from time to time. The incentives and reimbursement are discretionary and may vary from time to time and are only to facilitate and motivate the employee. The Company reserves the right to alter/vary the terms and condition of this scheme or may completely revoke the scheme, at any time without any notice.

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter for Prashanth Singh

prashant singh <prashants390@gmail.com> Mon, Feb 26, 2018 at 11:38 AM
To: rajkishore@ibsindia.org

---------- Forwarded message ----------
From: "Square Yards" <offers@squareyards.com>
Date: 23-Feb-2018 10:22 PM
Subject: Offer Letter for Prashanth Singh
To: <prashants390@gmail.com>
Cc: <debayan.bhattacharya@squareyards.co.in>, <swarna.krishna@squareyards.in>, <sreeja.nair@squareyards.co.in>, <sanjay.sareen@squareyards.in>

boxbe Square Yards (offers@squareyards.com) is on your Guest List | Delete this guest

Dear **Prashanth Singh,**

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Busines Development Manager** in our Company. Your beginning annual remuneration will be **INR 454,000/- (Enclosed: CTC break-up).**

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone, conveyance etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.

Your joining location will be	**Hyderabad**
Reporting Date & Time:	13-Mar-2018, 9:30 AM
Venue Detail:	301, 3rd Floor, Hitech Pearl, Shilpi Valley Colony, Madhapur, Hyderabad - 500081
Contact Person:	Swarna Krishna Murthy

This offer and your employment are conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with background verification report, the Company reserves the right to withdraw or delay this offer of employment. So Kindly provide 2 references for background verification.

Mandatory Documents to be emailed before or produced on the day of Joining: (1 set of Photocopies as well as Originals)

1. **Highest Education Certificate and Mark sheets (10th, 12th, Graduation, PG)**
2. **Photo Id Proof - Passport / Driving License / Voter's ID**
3. **PAN card**
4. **Aadhar Card**
5. **4 Passport size Photographs (in White Background)**
6. **Cancelled Cheque**
7. **CV (Resume)**
8. **Resignation Acceptance from your previous organization**
9. **EPF Number or UAN No.**
10. **Bank Statement**

Should you need any clarification prior to joining, please feel free to get in touch with Swarna Krishna Murthy, Tel: 9844573898 Email: swarna.krishna@squareyards.in

We look forward to a mutually rewarding partnership.

Please accept the offer by clicking on the button below. This shall however direct you to pre joining process further. You are requested to revert positively within 2 days.

Accept

Regards,

Human Resources
Square Yards Consulting Pvt. Ltd.

Note: You will be eligible for the above said scheme only in case you have performed according to the unified incentive and reimbursement structure as apprised by Company from time to time. The incentives and reimbursement are discretionary and may vary from time to time and are only to facilitate and motivate the employee. The Company reserves the right to alter/vary the terms and condition of this scheme or may completely revoke the scheme, at any time without any notice.

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5K

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter for Shreya TIbrewal

shreya tibrewal <tibrewal.shreya194@gmail.com> Mon, Feb 26, 2018 at 11:51 AM
To: "rajkishore@ibsindia.org" <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: <debayan.bhattacharya@squareyards.co.in>
Date: Sat, 24 Feb 2018 at 9:47 AM
Subject: Fwd: Offer Letter for Shreya TIbrewal
To: <tibrewal.shreya194@gmail.com>

Dear Shreya,

Please find below mail.

-------- Forwarded message--------
17:24, 23 February 2018, Square Yards <offers@squareyards.com>:

Dear **Shreya TIbrewal,**

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Busines Development Manager** in our Company. Your beginning annual remuneration will be **INR 454,000/- (Enclosed: CTC break-up).**

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone, conveyance etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.

Your joining location will be	**Hyderabad**
Reporting Date & Time:	13-Mar-2018, 9:30 AM
Venue Detail:	301, 3rd Floor, Hitech Pearl, Shilpi Valley Colony, Madhapur, Hyderabad - 500081

Contact Person: Swarna Krishna Murthy

This offer and your employment are conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with background verification report, the Company reserves the right to withdraw or delay this offer of employment. So Kindly provide 2 references for background verification.

Mandatory Documents to be emailed before or produced on the day of Joining: (1 set of Photocopies as well as Originals)

1. **Highest Education Certificate and Mark sheets (10th, 12th, Graduation, PG)**
2. **Photo Id Proof - Passport / Driving License / Voter's ID**
3. **PAN card**
4. **Aadhar Card**
5. **4 Passport size Photographs (in White Background)**
6. **Cancelled Cheque**
7. **CV (Resume)**
8. **Resignation Acceptance from your previous organization**
9. **EPF Number or UAN No.**
10. **Bank Statement**

Should you need any clarification prior to joining, please feel free to get in touch with Swarna Krishna Murthy, Tel: 9844573898 Email: swarna.krishna@squareyards.in

We look forward to a mutually rewarding partnership.

Please accept the offer by clicking on the button below. This shall however direct you to pre joining process further. You are requested to revert positively within 2 days.

Accept

Regards,

Human Resources
Square Yards Consulting Pvt. Ltd.

Note: You will be eligible for the above said scheme only in case you have performed according to the unified incentive and reimbursement structure as apprised by Company from time to time. The incentives and reimbursement are discretionary and may vary from time to time and are only to facilitate and motivate the employee. The Company reserves the right to alter/vary the terms and condition of this scheme or may completely revoke the scheme, at any time without any notice.

-------- End of forwarded message --------

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Sent from Yandex.Mail for mobile

CTC Breakup.pdf
5K

Srinivasa Farms™

Srinivasa Farms Private Limited
Regd. Off : Plot No. 82, Kavuri Hills - Phase 2, Madhapur,
Hyderabad - 500081, Telangana, INDIA.
Phone: 040 - 23633500 E-mail: contact@srinivasa.co Url: www.srinivasa.co
CIN : U01222TG1983PTC003979

OFFER OF EMPLOYMENT

Ref: 2018/Hyd/Jul/11 **12-Jul-18**

To,
Ms. Ishanee Mishra,
H.No: 12, Lane No 4, Executive Colony,
Near Budharaja Highschool, Prachanpada,
Ainthapali, Budharaja, Sambalpur,
Orisha - 768004

Dear **Ms. Ishanee Mishra,**
Post interviewing your candidature, we are pleased to offer you employment, provisionally, as **Assistant Manager** in the role of **Management Trainee** to be based at **Hyderabad - 13 Office.** In this assignment, you will report to **Mr. Murali Krishna J - Deputy Manager** and will receive instructions on your Job Description and related details upon joining.

Your Total Cost to Company (CTC) will be **Rs. 4,50,008/- per annum** payable as per "**Annexure – A**" and will be subject to statutory & other deductions, as per company policy.

You will be abide by the terms and conditions of service as applicable.

On employment verification, should the particulars / information furnished found to be false / not true, at any point of time, the service stands terminated at once without serving any notice period or any payment in lieu of notice period.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification.

As agreed upon, you are required to join us on or before **16-Jul-18**. At the time of joining, you are required to submit the copies of the following documents.

As a token of your acceptance of our offer, please sign in the space provided in page 2 and courier the duplicate copy of the duly signed offer letter to the undersigned within seven days of receipt here of, after which period this offer stands lapsed automatically.

To meet the statutory requirements, Aadhar card submission is mandate with complete information along with DOB (dd/mm/yyyy) format, in case of incomplete information you are requested to get your Aadhar card updated and submit us on or before the date of joining, failing which date of joining will be extended.

Please bring along the following documents at the time of joining.

1. Copy of PAN Card (Mandatory)
2. Copy of Educational Testimonials
3. Any Training Certificates pertaining to the earlier employment
4. Service & Relieving letter from past employers
5. PF Number
6. Form 16 from existing employer
7. Five recent Color Passport Size photographs
8. Family Aadhar copy

ANNEXURE - A

Name : Ishanee Mishra
Designation : Assistant Manager - Management Trainee
Level: 10 **Band: Entry Level Management**

Salary Component	Monthly (Rs.)	Yearly (Rs.)
Basic Wages	8564	102768
House Rent Allowance	3426	41112
Conveyance/Transport Allowance	1600	19200
Children Education Allowance	0	0
Washing Allowance	0	0
Other Allowance	14154	169848
GROSS PAY	**27744**	**332928**
Statutory Benefits		
Employer's Contribution to Provident Fund	1028	12336
Employer's Contribution to ESI	0	0
Employer's Contribution to Gratuity	412	4944
Bonus / Exgratia	1400	16800
TOTAL (A)	**30584**	**367008**
Annual Benefits		
Medical Allowance	1250	15000
LTA	1500	18000
Retention Bonus	4167	50000
Performance Linked Incentive	0	0
TOTAL (B)	**6917**	**83000**
OVERALL CTC (A+B)	**37501**	**450008**

For Srinivasa Farms Private Limited

.....

(Saibaba Pallem)

Head – People Success & Organizational Development

Accepted the Offer

.....

Please sign your acceptance (Sign & Date)

Note:

- If you leave the service, on your own, before completing one year of service, for whatsoever reasons or on employment verification, should the particulars / information furnished found to be false / not true, at any point of time, you are required to refund the amount incurred by the company, if any, towards Interview Expenses, Joining / Relocation Expenses, Notice Period Buy Back Amount, Joining Bonus on or before getting relieved from the service.
- Retention Bonus Rs.50,000/- will be paid after completion of 1 year from date of joining. Employee should be on the rolls of the company and not serving notice period at the time of disbursement of Retention Bonus. Employees who are terminated on disciplinary grounds or not meeting performance expectations will not be eligible for such pay-outs. After completion of 1 year retention bonus will be added into Gross pay.

SysArc Infomatix Private Limited

Redefining Technology

Date: March 22, 2018

Shubham Sharma
Hyderabad

Subject : Letter of offer

Dear Shubham Sharma,

You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position as a **Junior Business Analyst – S1** in our organization. The consolidated compensation offered to you is Rs. 4,00,000 (Rupees Four Lakhs Only) per annum.

2. If you accept this offer of employment, you are required to join on or before **April 9, 2018**.

3. You will be on probation for 90 days from the date of joining. Periodical review will be conducted to assess your performance and suitability. Your continuous employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

4. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without assigning any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

No.1, Defence officer's Colony, Opp. Military Hospital, Nandambakkam, Chennai - 600 032.
Ph.: +91 44 2233 0081 / 82 / 83 Fax: +91 44 2233 0084

Redefining Technology

SysArc Infomatix Private Limited

5. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

6. Your employment with us can be terminated at 24 hours' notice based on the following circumstances,
   - Violation of a known company rule.
   - Performance is not up to the expectation of your supervisor.
   - Your position is considered as redundant.

7. Notice Period: Either you or SysArc Infomatix can terminate the appointment by giving 30 day's written notice or 1 month salary in lieu of the notice Period. SysArc Infomatix reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

8. If you are in agreement with the terms and conditions, please sign below confirming your acceptance of our offer.

   We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

Parthasarathy

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Shubham Sharma

No.1, Defence officer's Colony, Opp. Military Hospital, Nandambakkam, Chennai - 600 032.

Ph.: +91 44 2233 0081 / 82 / 83 Fax: +91 44 2233 0084
E - mail: sysarc@sysarcinfomatix.com | www.sysarcinfomatix.com

Letter of Appointment

Date: 14/3/2018 Our Ref: Synergy Infra/HR/Mar-2018/02.

To,
Miss Samiksha Shrivastava
ICFAI, Hyderabad

Dear **Miss Samiksha Shrivastava**

Sub: Letter of Appointment

We are pleased to offer you an appointment in our organization as Business Development /Promotion Executive (Functional Area: Marketing , Public Relations & Media Planning**).**You will be based in our **Hyderabad** office. You are requested to report on duty on **26/03/2018** at our Hyderabad premises.

You will be on probation for an initial period of three months.

You are required to agree to the terms and conditions as described in Annexure – A.

You will be paid gross emoluments as detailed in Annexure –B and You will not be applicable to any other perquisites that are not specified.

Your employment will be governed by the Terms & Conditions as per Annexure – C.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we reserve the right to review our offer of employment.

Employment as per this offer is subject to your being medically fit.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey. We assure you of our support for your professional development and growth.

Yours truly,
For Synergy Infra Consultants Pvt Ltd

AUTHORIZED SIGNATORY **Encl: As below**

Annexure – A

1. The company will provide you extensive training during the course of work of your employment. The training materials provided to you are property of the company and proprietary information with copyright.

2. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate termination of employment without notice.

3. Spreading rumors, soliciting employees of the company for outside employment or coercing coworkers to leave the company is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment.

4. Unauthorized absence without intimation or absence without permission from duty for a continuous period of 7 days would make you lose your on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.

5. The initial 3 months of your employment shall be probationary period during which the employer may terminate this employment contract by giving 2 days notice in writing or two weeks salary in lieu of notice.

6. Your conformation will be based on your performance during the probationary period

7. Your initial place of work will be at our Hyderabad Premises. However, your services are transferable to any place in Hyderabad within the Company or to any of its associates, or sister concerns, or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Management.

8. You shall sign a non disclosure agreement with company.

Please indicate your understanding and acceptance of the above terms and conditions.

I accept.

(Signature, name & date)

Annexure – B

Monthly pay structure**:**

Name	**Samiksha Shrivastava**	
Designation	Business Development /Promotion Executive	
Cost to Company	**RS: 500000**	
Components	**Per Month**	**Per Annum**
BASIC+DA	15375	184500
HRA	6150	73800
Conveyance	1600	19200
Special Allowance	9052	108625
Medical Allowance	1250	15000
Total Fixed Components	**33427**	**401125**
Other Perquisites		
Gratuity	739.5375	8874.45
Total Other Perquisites	739.5375	8874.45
Total	**34167**	**410000**
Special Bonus	(Paid in Two Installmentsof 45000 each)	**90000**
Total CTC		**500000**

Note:

Income tax and other statutory deductions as applicable
Gratuity paid as per prevailing act applies

Annexure – C

1. **Personal Particulars:**
   You will keep us informed of any change in your residential address, your family status or any other relevant. You would also let us know the name and address of your legal heir/nominee.

2. **Nature of Work:**
   You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

3. **Working Hours:**
   The regular working hours of the company are from 9:30 to 18:15 including 30 minutes for lunch break and two times 15 minutes for tea break.

4. **Assignment, Transfer and Deputation:**
   Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

5. **Training:**
   You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment.

6. **Intellectual Property Right:**
   If during the period of your employment with us you achieve any invention, innovation process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

7. **Secrecy/Confidentiality:**

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so.

8. **Restrain:**
   i. **Access to Information:**
      Information is available on need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

   ii. **Restriction on Personal Use:**
      Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

9. **Leave:**
   i. You will be entitled to leave as per law in force and as laid down in the Standing Orders of the company. Three days advance intimation is required to be given for availing leave. In the event of a sick leave for a period more than 5 days you will be required to furnish a doctor's certificate for the period of leave. The company follows strict time schedule and late comings are discouraged, unless otherwise notified by you in advance. Late marks will be accorded to you for every late entry with half day of absence counted for every three late marks.
   ii. Each employee is entitled for 24 (Twenty Four) days of leave from January to December of calendar year.
   iii. Employees joining in the middle of the year, would be eligible for number of leaves at the rate of two leaves per each month of the left over months (which includes the joining month) of the year.
   iv. Employees are not entitled to apply leaves during 1st two months of joining (Can be exempted in case of emergency.
   v. You are entitled to holidays as per the holiday calendar provided by the company. You hereby agree that if exigencies of work require, you will work on any holidays as well

10. **Security:**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and company wide awareness about the need for protection of intellectual property and sensitive customer information.

11. **Termination of Service:**

i. Either party can terminate this employment by serving a written notice of one months on the other, save and accept that the company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect.

ii. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

iii. On serving notice for any reason to terminate this agreement or at any time thereafter during the currency of such notice, the company shall be entitled(but not obliged) to pay your salary (at the basic rate of the salary) in lieu of the unexpired portion of your entitlement of notice

iv. **Immediate Dismissal**

The Company may terminate your appointment immediately and with no liability to make any further payment (other than in respect of salary accrued due at the date of termination) if you:

a) Commit any act of gross misconduct or repeat or continue (warning) any other breach of your obligations under this Agreement;
b) Are guilty of any conduct which in the reasonable opinion of your superiors brings you, the Company or any Group Company into serious disrepute;
c) Are convicted of any criminal offense;
d) Commit any acts of dishonesty whether relating to the Company, any Group Company, any of its or their employees or otherwise; or
e) Shall have committed an act of bankruptcy or with your creditors generally.

12. **Standing Orders:**

You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the company.

13. Responsibilities

i. Increasing the awareness of business capabilities and offerings of Synergy Infra in the specific market.
ii. Generation Leads and managing the current leads.
iii. Making corporate presentations and seeking business
iv. Responding to RFIs and RFPs
v. Dispatching Quotes and following up
vi. Lead Generation: Increase awareness about the company, Develop comprehensive packages
vii. Relationship Maintenance and building new ones in specific markets.
viii. Implantation of digital and content strategy
ix. Manage all online content and get it executed through agency
x. Liaise with the Digital Marketing agency and internal content sources for enhancing web presence
xi. Social Media Campaigns, Online Reputation Management, Social Media Content Generation
xii. Support Marketing Communication.
xiii. Any of the specific services required based on company's needs as and when required, even though not specified above.

. You shall always work in the best interests of the Company at all times while handling works delegated to you and attempt to achieve the maximum productivity / efficiencies and enable smooth & productive coordination with other personnel within the Company and work related / Architects / Clients / etc.

14. Changes to your terms of employment

The company reserve the right to make reasonable changes to the Company's Polices and any of your terms and conditions of appointment and will notify you in writing of such changes at the earliest opportunity and before such changes are to take effect

15. Appointment in Good Faith:

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules o f t h e c

Offer: Computer Consultancy
Ref: TCSL/CT20172351560/Hyderabad
Date: 16/01/2018

Mr. Syed Shahbaaz Alam
House Number 843,
Sector 16,
Panchkula-134109,
Haryana.
Tel# -

Dear Syed Shahbaaz Alam,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,33,444/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹13,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,710/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 2.5 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Probation Period**

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Syed Shahbaaz Alam**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	13,000	1,56,000
Bouquet Of Benefits #	32,343	3,88,120
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	34,124
Retention Incentive	NA	0
TOTAL GROSS	52,128	6,33,444

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,083	13,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,710	2,72,520
GROSS BOUQUET OF BENEFITS	32,343	3,88,120

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351346/Hyderabad
Date: 08/01/2018

Mr. Varun
D029 Ibs Boys Hostel, Ibs Hyderabad,
Shankrapally,
Hyderabad-501203,
Telangana.
Tel# -

Dear Varun,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Varun**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172350367/Hyderabad
Date: 08/01/2018

Mr. Liyakhat Ali Shaik
16-16-131/A2nd Lane,Ali Nagar,
Old Guntur,
Guntur-522001,
Andhra Pradesh.
Tel# 91-9705494125

Dear Liyakhat Ali Shaik,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Liyakhat Ali Shaik**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351414/Hyderabad
Date: 14/02/2018

Mr. Sidharth Kalra
Room Number A231 Abcd Hostel Ibs Hyderabad Shankerpally Donthanapally,
Shankerpally,
Hyderabad-501203,
Telangana.
Tel# -

Dear Sidharth Kalra,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sidharth Kalra**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

TATA CONSULTANCY SERVICES
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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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8th January 2018

Dear **Sneha,**

Subject: Appointment Letter

Congratulations! We are pleased to appoint you in the position of **Management Trainee** in our organization, Ujjivan Small Finance Bank Limited, subsequent to the selection process. The said appointment shall be governed by the under mentioned terms and conditions apart from other Service Rules and conditions that are applicable or may become applicable from time to time.

As discussed, your joining date is scheduled on **2nd May, 2018**. Please note that your joining date will be accorded as effective appointment date as per our records.

The prominent terms of employment are as follows:

Annual CTC (Break up in Annexure B)	: **INR 6,00,000 (INR Six Lakhs Only)**
Probation Period	: **3 months**
Grade	: **UJJ - MT**
Location of Work	: **Head Office, Bangalore**

On your date of joining, please report at our **Head Office, Bangalore** and get in touch with our Assistant Manager HR – Gautam Bhut on reporting.

Any change in your intended date of joining needs to be intimated to us at least a week prior to the scheduled date of joining. In the absence of any communication from you beyond three days of the scheduled joining date this appointment letter stands null and void.

Your employment with Ujjivan Small Finance Bank Limited will be binding irrespective of the possible restructuring and / or change in constitution of the Company.

Annexure A, B, and C attached to this appointment letter shall be deemed to be part and parcel of this appointment letter and the contents in the three annexures shall be deemed to have been incorporated in this letter of appointment.

Please acknowledge your acceptance and return a copy of this letter no later than **18th January 2018**.

Welcome to Ujjivan Small Finance Bank. Looking forward for a successful and significant association with you.

Yours sincerely,
for Ujjivan Small Finance Bank Limited,

Chandrima De
for **Jacob George**
National Manager – Talent Acquisition

Terms of employment accepted by:
Name: Sneha Mahapatra
Signature.....
Date.....

Enclosed: Annexure A (Duties); Annexure B (Entitlements); Annexure C (Joining Documents)

Ujjivan Small Finance Bank Ltd.
Registered Office: Plot No. 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi-110008.
Tel: +91 11 30432121 , Fax: +91 11 30432111.
Head Office: Grape Garden, No. 27, 3rd A Cross, 18th Main, Koramangala 6th Block, Bengaluru-560095.
Tel: +91 80 40712121, Fax: +91 80 4146 8700.
CIN: U65110DL2016PLC302481 **W** www.ujjivansfb.in **E** ujjivan.blr@ujjivan.com

ANNEXURE A

Benefits

Ujjivan Small Finance Bank may announce changes to benefits or prescribe new rules relating to retirement or leave benefits from time to time.

Probation

Your probation period will be for **3** months from the date of joining Ujjivan Small Finance Bank Limited. On successful completion of the probation period, you shall be confirmed in accordance with the policies and procedures of Ujjivan Small Finance Bank Limited subject to satisfactory verification of reference checks. During this period either party can terminate this contract with 15 days of notice. Subsequent to your confirmation this appointment can only be terminated by **3** months' notice from either party. In case of separation due to unsatisfactory performance or unacceptable behavior this notice period shall not be binding.

Prevention of Sexual Harassment

As a responsible employer Ujjivan Small Finance Bank Limited is committed to provide a safe work environment to its employees, free from harassment towards or by the employees, in line with the applicable legislation in the country. This includes harassment of an employee by supervisors, colleagues, customers, vendors, consultants, contract employees or any other party with whom Ujjivan Small Finance Bank Limited has a business, service or professional relationship. We encourage employees to express freely, responsibly and in an orderly manner through defined channels, about any problem or complaint of sexual harassment. Strict action will be taken against the respondent if proven guilty post the enquiry process. In case the complaint is found to be malicious, the Complainant shall, if deemed fit, be liable for appropriate disciplinary action by the Management. You are hereby advised to read through the policy on prevention of Sexual Harassment and encouraged to reinforce the maintenance of a work-environment free from sexual harassment.

Declaration of Life Events

You will intimate HR department in writing in case of any major life events occurring during your course of employment with Ujjivan Small Finance Bank Limited which will have a major impact on your personal and professional life and may enable you to avail certain employee benefits and/or may result in any change in the nominees/dependents declared by you. These life changes may include change in marital status, birth of children, death of nominee/dependent, change in the name of the employee, change in the name of the nominees/dependents, additions or deletions in the list of nominees/dependents and change in Permanent or Correspondence Address.

Intellectual Property

In consideration of this Appointment and letter, you agree:

I. Ujjivan Small Finance Bank Limited shall own (as its exclusive property, free from any obligations towards you) all intellectual property developed or conceived by you solely or jointly with others during the period of your employment, (1) that are along the lines of the businesses, work or investigations of Ujjivan Small Finance Bank Limited or as to which you may receive information due to your employment, or (2) that results from any work which you may do for Ujjivan Small Finance Bank Limited or (3) that are otherwise made through the use of Ujjivan Small Finance Bank Limited's time, facilities or materials; and

II. To execute all necessary papers and otherwise provide proper assistance (at the Ujjivan Small Finance Bank Limited's expense), during and subsequent to your employment, to enable Ujjivan Small Finance Bank Limited to obtain for itself or its nominees all patents, copyrights, or other legal protection for such intellectual property in any and all countries.

Prevention of Insider Trading

I. In line with the, SEBI (Prohibition of Insider Trading) Regulations, 2015 as modified from time to time, you shall comply with the employee share trading code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

II. You are not authorized to and must not at any time:
   a. Trade on your own account by pledging the credit of the bank
   b. Even on the bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the bank to risks which are beyond its financial capacity to bear;

Non-Compete

During your employment with Ujjivan Small Finance Bank Limited, you will devote your whole time, attention and skill to your ability for its business and you shall not, except with the written permission of Ujjivan Small Finance Bank Limited, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

You hereby agree not to directly or indirectly compete with the business of Ujjivan Small Finance Bank Limited and its successors and assigns during the term of the Appointment and for a period of two years following the expiration or termination of this Appointment/letter notwithstanding the cause or reason for termination. The remuneration paid to you during the course of this employment shall constitute adequate consideration for such non-compete obligations.

Duties/Obligations - You shall:

i. Perform, observe and conform to such duties, directions and instructions including the organization's code of conduct as may be assigned or communicated to you by Ujjivan Small Finance Bank Limited from time to time.
ii. Ensure all your accounts, dealings and transactions relating to the business of Ujjivan Small Finance Bank Limited are true and accurate and shall at all times when required render true and just account thereof to Ujjivan Small Finance Bank Limited or to such persons as shall be authorized to receive the same.
iii. Not at any time act in a manner detrimental to the interest of Ujjivan Small Finance Bank Limited.
iv. Be responsible for safekeeping and return, in good condition and order, all Ujjivan Small Finance Bank Limited's property, which may be in your use, custody or charge including information relating to Ujjivan Small Finance Bank Limited or work related information on your hand held device such as mobile phone, tablets etc.
v. Abide by all the staff rules and, regulations and policies, which may be in force from time to time.
vi. Automatically retire on the last day of the month in which you attain the age of superannuation as per bank's policy on retirement age as amended from time to time
vii. Be required to sign a confidentiality agreement and other such documents and undertaking relating to confidentiality, ethics, code of conduct and professional work practice that Ujjivan Small Finance Bank Limited may consider necessary from time to time.
viii. Abide by Ujjivan Small Finance Bank Limited's Human Resources Policies and Procedures which would be applicable at any given point in time and may change from time to time. Ujjivan Small Finance Bank Limited may amend such policies from time to time as per the business requirement. You will be required to read and keep yourself updated about all such policies.
ix. Be expected to read and understand the Standard Operating Procedure (SOP) of Ujjivan Small Finance Bank Limited and familiarise yourself with it and abide by it at all times. The copy of the SOP will also be available in each department/ branch.
x. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank, its subsidiaries or its affiliates.
xi. Understand and acknowledge that your designation may undergo change(s) during the term of your employment in accordance with Ujjivan Small Finance Bank Limited's operational requirements.
xii. Understand that Ujjivan Small Finance Bank Limited reserves the right to transfer you to any other location where it is in operation or may conduct its business in future, at its own sole discretion.

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xiii. For all legal proceedings and disputes during your employment with Ujjivan Small Finance Bank Limited, only the courts of Bangalore have jurisdiction over all such matters.

xiv. Notwithstanding the role assigned to you in terms of this letter, the Bonk reserves the right to assign you any other role/function commensurate with your grade as may be deemed appropriate, depending on administrative exigencies and requirements

xv. Be governed by the working hours applicable to your location, as defined by the Ujjivan Small Finance Bank Limited policy and legislature applicable to the State and communicated to you by your manager.

xvi. Upon culmination of the present employment for any reasons whatsoever to expeditiously return to Ujjivan Small Finance Bank Limited all assets (tangible and intellectual property including client lists) in as close a working condition as under which they were entrusted subject to normal wear and tear as also to remove, delete or destroy content relating to the same on your systems or devices.

xvii. This terms of appointment may be terminated by Ujjivan Small Finance Bank Limited immediately without prior notice, in the event of any breach by you of this appointment letter, misconduct, your violation of Ujjivan Small Finance Bank Limited policy including but not limited to the Code of Conduct, workplace discipline or insubordination, or your being convicted by a Court or administrative agency of the government or unit thereof of any offence involving fraud, dishonesty, moral turpitude or similar offence.

Chandrima Dl

for **Jacob George**
National Manager – Talent Acquisition

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Annexure B

Compensation Break up

Amt in Rs.

Name : Sneha Mahapatra

Designation : Management Trainee

Grade : UJJ - MT

Working Location : Head Office, Bangalore

Earnings	per month	per annum
Basic	20,000	240,000
HRA	8,000	96,000
Travel Allowance	1,600	19,200
Variable Allowance	16,250	195,000
Medical Allowance	1,250	15,000
Education Allowance	-	-
Food Coupon	-	-
Vehicle Maintanance	-	-
Leave Travel Allowance	-	-
Telephone Allowance	500	6,000
Total Earnings (a)	**47,600**	**571,200**

Deductions*	per month	per annum
Provident Fund	2,400	28,800
Professional Tax	200	2,400
Food Coupon	-	-
Total Deductions (b)	**2,600**	**31,200**
Net Pay (a) - (b)	**45,000**	**540,000**

Retirals - Employer Contribution (c)		
Provident Fund	2,400	28,800
NPS		
Total Retirals - (c)	**2,400**	**28,800**
Cost To Company (CTC) (a+c)	**50,000**	**600,000**

**Income Tax as applicable, will be in addition to the deductions mentioned above*

**Professional Tax applicable as per the state slab.*

In addition, you will be entitled to:

1. **Gratuity** as per the Payment of Gratuity Act, 1972
2. **Group Personal Accident Insurance** for self - upto INR 5 Lacs as per company policy
3. **Group Term Life Insurance** for self - Graded Sum Insured of INR 10 Lacs as per company policy
4. **Medical Benefit -** Group Health Insurance upto Rs. 3 Lacs (for self, spouse, two children) as per company policy
5. **Parental Health Insurance -** Voluntary benefit available. Employee paid coverage for parents or parents in law.
6. **Employee Deposit Linked Insurance -** Statutory death benefit available as support to nominee/s, in case of the unfortunate event of death of employee. Linked to PF contribution and balance in PF account.

Please note:

Telephone Allowance:
Telphone allowance is paid monthly and governed by the Compensation Policy as applicable. If the employee uses a company provided SIM, the total billed amount will be recovered as **Mobile Deduction**. The positive difference between Telephone Allowance and deduction will be considered for tax calculation.

LTA:
LTA is paid monthly. The benefit is tax free as per Sec 10(5) of The Income Tax Act, 1961 and governed by the Compensation Policy as applicable. It is mandatory to provide original bills to avail tax-exemption under the Act, as per timelines specified by the company. If employee provide bills, the same will be validated and provide tax exemption.

Medical Reimbursement:
Medical allowance is paid monthly. It is mandatory to provide original bills to avail tax-exemption under the Act, as per timelines specified by the company. In case the bills are not submitted (either partially or fully), the amount not supported by bills will invite tax liability and will be paid out after necessary tax deduction.

National Pension System:
NPS is a Government of India - Ministry of Finance initiative to promote old age income security through a voluntary, defined contribution pension scheme. If the employee wishes to opt for NPS Contribution they make do so, within 45 days of joining. The employee can choose the % Contribution that the employer will make, employee contribution amount, Fund Manager, typeof fund investment. The employer contribution to NPS is non taxable upto 10% of Basic salary and the employee contribution will be exempted from tax upto a maximum of Rs 50000, in addition to INR 1.5 Lacs under 80 (c).

Performance Bonus:

Payable annually, if declared by the Company. Performance bonus will vary based on Employee's Performance Rating.

Details related to your Compensation are strictly confidential.

Please note that there could be additional tax liability arising out of any compensation change. You are required to provide details of your Investment as a Declaration under the Income Tax Act. Kindly contact HR for support

Chandrima De
for Jacob George
National Manager – Talent Acquisition

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Annexure C

The following documents are to be shown to us in original on date of joining and their photocopies are to be submitted 15 days prior to your date of joining:

1. Updated version of your resume – with photograph (Please carry on day 1)
2. Educational Certificates & Mark sheets (SSLC, PUC, Degree & Post Graduation, if any) (Please carry on day 1)
3. Address proof (any one : Voter's ID / Driving License / Passport / Aadhar Card) (Please carry on day 1)
4. PAN Card (Please carry on day 1)
5. i. Medical Fitness Certificate (for below 40 years): stating that the employee is of 18 years of age or above, is physically and mentally fit to work and had no major accidents and illness in the recent past that will impede the employee's work in any way)
   ii. For candidates above 40 years of age, the following fitness tests to be done and the medical report is to be submitted within 2 days of joining:

• Complete Blood Count	• Platelet Count
• Haemoglobin	• Blood Group & RH
• Packed Cell Volume	• Urine Routine
• MCHC, MCV, MCH	• RBS
• WBC, Differential Count	• Chest X –Ray
• Peripheral Smear	• Physician Consultation
• RBC, ESR	• ECG

6. Photos (3 passports and 2 stamp size with white background) (Please carry on day 1)

7A. Following documents from the immediate previous employer (if applicable):

   i. Salary Certificate / Salary Slip for last 3 months (Please carry on day 1)
   ii. Experience Certificate (Within 60 days of your joining)
   iii. Relieving Certificate (Within 60 days of your joining)

7B. Employment proofs of all other previous employments that specifies the date of joining and date of leaving (Experience Certificate / Relieving letter / FFS documents / Appointment letter / Confirmation Letter) (Please carry on day 1)

8. Company reserves the right to conduct background verification either before or after your joining the company with respect to verifying your academic records, criminal/civil records, financial (CIBIL), career and address proof.

9. In case you would like to transfer your Provident Fund from your previous employer, kindly provide us with the UAN (Universal Account Number) and PF Account Number of your earlier employment with the Address for Correspondence (employer / trust, if applicable).
10. During the course of employment if it is observed that you have concealed information or provided false information with respect to your previous employment or career history, it will be taken as willful hiding / not declaring facts essential for appointment and therefore the company will reserve the rights to terminate the appointment at any point of time.

Note: Failure to produce documents mentioned in Points 1-6 on Day 1 shall result in joining date being postponed to a later date and employee code not being generated on the given date of joining.

Chandrima De

for, **Jacob George**
National Manager – Talent Acquisition

Offer: Computer Consultancy
Ref: TCSL/CT20172351334/Hyderabad
Date: 08/01/2018

Ms. Sowjanya El
10-2-289/27, Flat No. 403, Shanti Sagar Apartments, Shanti Nagar, Masabtank,
Near Shanti Nagar Club,
Hyderabad-500028,
Telangana.
Tel# -

Dear Sowjanya El,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sowjanya El**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351308/Hyderabad
Date: 11/01/2018

Ms. Sowmya Iyengar
G-309, Ibs Hyderabad, Dontanapally, Shankerpally Road,
Ifhe-Ibs Campus,
Hyderabad-510203,
Telangana.
Tel# -

Dear Sowmya Iyengar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 0.43 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sowmya Iyengar**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351313/Hyderabad
Date: 11/01/2018

Mr. Debadyuti Roy
Icfai Business SchoolShankarapalli Road,
Donthanpalli,
Hyderabad-501203,
Telangana.
Tel# 91-9052423324

Dear Debadyuti Roy,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 0.5 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Debadyuti Roy**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351444/Hyderabad
Date: 08/01/2018

Mr. Dhanush Yadav G
Plot No 65, Medical And Health Colony,Vanasthalipuram,
Near Poornodaya School,
Hyderabad-500070,
Telangana.
Tel# -

Dear Dhanush Yadav G,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Dhanush Yadav G**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351415/Hyderabad
Date: 08/01/2018

Ms. Priya Priyadarshini Pati
Ibs Hyderabad, Donthanpally, Shankarpalli Road,
Icfai Campus,
Hyderabad-501203,
Telangana.
Tel# -

Dear Priya Priyadarshini Pati,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Priya Priyadarshini Pati**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351427/Hyderabad
Date: 07/02/2018

Mr. Rajat Shukla
H.No 501, Lakhanpur Housing Society , VikasnagarKanpur,
Near Gate No 2,
Kanpur-208024,
Uttar Pradesh.
Tel# 91-8019395053

Dear Rajat Shukla,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Rajat Shukla**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351408/Hyderabad
Date: 11/01/2018

Mr. Chinmay Kumar Rathod
Room No. B-418, Abcd Block, Boys Hostel,
Ifhe Campus,
Hyderabad-501203,
Telangana.
Tel# -

Dear Chinmay Kumar Rathod,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,09,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,460/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 1.5 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Chinmay Kumar Rathod**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,510	3,78,120
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	50,127	6,09,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,460	2,69,520
GROSS BOUQUET OF BENEFITS	31,510	3,78,120

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Human Resource
Ref: TCSL/CT20182368232/Hyderabad
Date: 29/03/2018

Ms. Oishi Dutta
233, Q Block, Ibs Hyderabad, Dontanapalli,Shankerpalli Road,
Shankerpalli,
Hyderabad-501203,
Telangana.
Tel# -8861485403

Dear Oishi Dutta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Oishi Dutta**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351473/Hyderabad
Date: 08/01/2018

Ms. Anisha Ali
Room 103 Ibs Hyderabad Shankarpalli Dontanpally,Shankarpalli Rd,
Shankarpalli,
Hyderabad-501203,
Telengana.
Tel# -

Dear Anisha Ali,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Anisha Ali**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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ujjivan SMALL FINANCE BANK

8th January 2018

Dear **Kashish,**

Subject: Appointment Letter

Congratulations! We are pleased to appoint you in the position of **Management Trainee** in our organization, Ujjivan Small Finance Bank Limited, subsequent to the selection process. The said appointment shall be governed by the under mentioned terms and conditions apart from other Service Rules and conditions that are applicable or may become applicable from time to time.

As discussed, your joining date is scheduled on **2nd May, 2018**. Please note that your joining date will be accorded as effective appointment date as per our records.

The prominent terms of employment are as follows:

Annual CTC (Break up in Annexure B)	: **INR 6,00,000 (INR Six Lakhs Only)**
Probation Period	: **3 months**
Grade	: **UJJ - MT**
Location of Work	: **Head Office, Bangalore**

On your date of joining, please report at our **Head Office, Bangalore** and get in touch with our Assistant Manager HR – Gautam Bhut on reporting.

Any change in your intended date of joining needs to be intimated to us at least a week prior to the scheduled date of joining. In the absence of any communication from you beyond three days of the scheduled joining date this appointment letter stands null and void.

Your employment with Ujjivan Small Finance Bank Limited will be binding irrespective of the possible restructuring and / or change in constitution of the Company.

Annexure A, B, and C attached to this appointment letter shall be deemed to be part and parcel of this appointment letter and the contents in the three annexures shall be deemed to have been incorporated in this letter of appointment.

Please acknowledge your acceptance and return a copy of this letter no later than **18th January 2018**.

Welcome to Ujjivan Small Finance Bank. Looking forward for a successful and significant association with you.

Yours sincerely,
for Ujjivan Small Finance Bank Limited,

Chandrima De

for **Jacob George**
National Manager – Talent Acquisition

Terms of employment accepted by:
Name: Kashish Gulati
Signature.....
Date.....

Enclosed: Annexure A (Duties); Annexure B (Entitlements); Annexure C (Joining Documents)

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Head Office: Grape Garden, No. 27, 3rd A Cross, 18th Main, Koramangala 6th Block, Bengaluru-560095.
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CIN: U65110DL2016PLC302481 **W** www.ujjivansfb.in **E** ujjivan.blr@ujjivan.com

ANNEXURE A

Benefits

Ujjivan Small Finance Bank may announce changes to benefits or prescribe new rules relating to retirement or leave benefits from time to time.

Probation

Your probation period will be for **3** months from the date of joining Ujjivan Small Finance Bank Limited. On successful completion of the probation period, you shall be confirmed in accordance with the policies and procedures of Ujjivan Small Finance Bank Limited subject to satisfactory verification of reference checks. During this period either party can terminate this contract with 15 days of notice. Subsequent to your confirmation this appointment can only be terminated by **3** months' notice from either party. In case of separation due to unsatisfactory performance or unacceptable behavior this notice period shall not be binding.

Prevention of Sexual Harassment

As a responsible employer Ujjivan Small Finance Bank Limited is committed to provide a safe work environment to its employees, free from harassment towards or by the employees, in line with the applicable legislation in the country. This includes harassment of an employee by supervisors, colleagues, customers, vendors, consultants, contract employees or any other party with whom Ujjivan Small Finance Bank Limited has a business, service or professional relationship. We encourage employees to express freely, responsibly and in an orderly manner through defined channels, about any problem or complaint of sexual harassment. Strict action will be taken against the respondent if proven guilty post the enquiry process. In case the complaint is found to be malicious, the Complainant shall, if deemed fit, be liable for appropriate disciplinary action by the Management. You are hereby advised to read through the policy on prevention of Sexual Harassment and encouraged to reinforce the maintenance of a work-environment free from sexual harassment.

Declaration of Life Events

You will intimate HR department in writing in case of any major life events occurring during your course of employment with Ujjivan Small Finance Bank Limited which will have a major impact on your personal and professional life and may enable you to avail certain employee benefits and/or may result in any change in the nominees/dependents declared by you. These life changes may include change in marital status, birth of children, death of nominee/dependent, change in the name of the employee, change in the name of the nominees/dependents, additions or deletions in the list of nominees/dependents and change in Permanent or Correspondence Address.

Intellectual Property

In consideration of this Appointment and letter, you agree:

I. Ujjivan Small Finance Bank Limited shall own (as its exclusive property, free from any obligations towards you) all intellectual property developed or conceived by you solely or jointly with others during the period of your employment, (1) that are along the lines of the businesses, work or investigations of Ujjivan Small Finance Bank Limited or as to which you may receive information due to your employment, or (2) that results from any work which you may do for Ujjivan Small Finance Bank Limited or (3) that are otherwise made through the use of Ujjivan Small Finance Bank Limited's time, facilities or materials; and

II. To execute all necessary papers and otherwise provide proper assistance (at the Ujjivan Small Finance Bank Limited's expense), during and subsequent to your employment, to enable Ujjivan Small Finance Bank Limited to obtain for itself or its nominees all patents, copyrights, or other legal protection for such intellectual property in any and all countries.

Prevention of Insider Trading

I. In line with the, SEBI (Prohibition of Insider Trading) Regulations, 2015 as modified from time to time, you shall comply with the employee share trading code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

II. You are not authorized to and must not at any time:
   a. Trade on your own account by pledging the credit of the bank
   b. Even on the bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the bank to risks which are beyond its financial capacity to bear;

Non-Compete

During your employment with Ujjivan Small Finance Bank Limited, you will devote your whole time, attention and skill to your ability for its business and you shall not, except with the written permission of Ujjivan Small Finance Bank Limited, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

You hereby agree not to directly or indirectly compete with the business of Ujjivan Small Finance Bank Limited and its successors and assigns during the term of the Appointment and for a period of two years following the expiration or termination of this Appointment/letter notwithstanding the cause or reason for termination. The remuneration paid to you during the course of this employment shall constitute adequate consideration for such non-compete obligations.

Duties/Obligations - You shall:

i. Perform, observe and conform to such duties, directions and instructions including the organization's code of conduct as may be assigned or communicated to you by Ujjivan Small Finance Bank Limited from time to time.
ii. Ensure all your accounts, dealings and transactions relating to the business of Ujjivan Small Finance Bank Limited are true and accurate and shall at all times when required render true and just account thereof to Ujjivan Small Finance Bank Limited or to such persons as shall be authorized to receive the same.
iii. Not at any time act in a manner detrimental to the interest of Ujjivan Small Finance Bank Limited.
iv. Be responsible for safekeeping and return, in good condition and order, all Ujjivan Small Finance Bank Limited's property, which may be in your use, custody or charge including information relating to Ujjivan Small Finance Bank Limited or work related information on your hand held device such as mobile phone, tablets etc.
v. Abide by all the staff rules and, regulations and policies, which may be in force from time to time.
vi. Automatically retire on the last day of the month in which you attain the age of superannuation as per bank's policy on retirement age as amended from time to time
vii. Be required to sign a confidentiality agreement and other such documents and undertaking relating to confidentiality, ethics, code of conduct and professional work practice that Ujjivan Small Finance Bank Limited may consider necessary from time to time.
viii. Abide by Ujjivan Small Finance Bank Limited's Human Resources Policies and Procedures which would be applicable at any given point in time and may change from time to time. Ujjivan Small Finance Bank Limited may amend such policies from time to time as per the business requirement. You will be required to read and keep yourself updated about all such policies.
ix. Be expected to read and understand the Standard Operating Procedure (SOP) of Ujjivan Small Finance Bank Limited and familiarise yourself with it and abide by it at all times. The copy of the SOP will also be available in each department/ branch.
x. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank, its subsidiaries or its affiliates.
xi. Understand and acknowledge that your designation may undergo change(s) during the term of your employment in accordance with Ujjivan Small Finance Bank Limited's operational requirements.
xii. Understand that Ujjivan Small Finance Bank Limited reserves the right to transfer you to any other location where it is in operation or may conduct its business in future, at its own sole discretion.

ujjivan SMALL FINANCE BANK

xiii. For all legal proceedings and disputes during your employment with Ujjivan Small Finance Bank Limited, only the courts of Bangalore have jurisdiction over all such matters.

xiv. Notwithstanding the role assigned to you in terms of this letter, the Bonk reserves the right to assign you any other role/function commensurate with your grade as may be deemed appropriate, depending on administrative exigencies and requirements

xv. Be governed by the working hours applicable to your location, as defined by the Ujjivan Small Finance Bank Limited policy and legislature applicable to the State and communicated to you by your manager.

xvi. Upon culmination of the present employment for any reasons whatsoever to expeditiously return to Ujjivan Small Finance Bank Limited all assets (tangible and intellectual property including client lists) in as close a working condition as under which they were entrusted subject to normal wear and tear as also to remove, delete or destroy content relating to the same on your systems or devices.

xvii. This terms of appointment may be terminated by Ujjivan Small Finance Bank Limited immediately without prior notice, in the event of any breach by you of this appointment letter, misconduct, your violation of Ujjivan Small Finance Bank Limited policy including but not limited to the Code of Conduct, workplace discipline or insubordination, or your being convicted by a Court or administrative agency of the government or unit thereof of any offence involving fraud, dishonesty, moral turpitude or similar offence.

Chandrima De

for **Jacob George**
National Manager – Talent Acquisition

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CIN: U65110DL2016PLC302481 **W** www.ujjivansfb.in **E** ujjivan.blr@ujjivan.com

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Annexure B

Compensation Break up

Amt in Rs.

Name : Kashish Gulati

Designation : Management Trainee

Grade : UJJ - MT

Working Location : Head Office, Bangalore

Earnings	per month	per annum
Basic	20,000	240,000
HRA	8,000	96,000
Travel Allowance	1,600	19,200
Variable Allowance	16,250	195,000
Medical Allowance	1,250	15,000
Education Allowance	-	-
Food Coupon	-	-
Vehicle Maintanance	-	-
Leave Travel Allowance	-	-
Telephone Allowance	500	6,000
Total Earnings (a)	**47,600**	**571,200**

Deductions*	per month	per annum
Provident Fund	2,400	28,800
Professional Tax	200	2,400
Food Coupon	-	-
Total Deductions (b)	**2,600**	**31,200**
Net Pay (a) - (b)	**45,000**	**540,000**

Retirals - Employer Contribution (c)		
Provident Fund	2,400	28,800
NPS		
Total Retirals - (c)	**2,400**	**28,800**
Cost To Company (CTC) (a+c)	**50,000**	**600,000**

**Income Tax as applicable, will be in addition to the deductions mentioned above*

**Professional Tax applicable as per the state slab.*

In addition, you will be entitled to:

1. **Gratuity** as per the Payment of Gratuity Act, 1972
2. **Group Personal Accident Insurance** for self - upto INR 5 Lacs as per company policy
3. **Group Term Life Insurance** for self - Graded Sum Insured of INR 10 Lacs as per company policy
4. **Medical Benefit -** Group Health Insurance upto Rs. 3 Lacs (for self, spouse, two children) as per company policy
5. **Parental Health Insurance -** Voluntary benefit available. Employee paid coverage for parents or parents in law.
6. **Employee Deposit Linked Insurance -** Statutory death benefit available as support to nominee/s, in case of the unfortunate event of death of employee. Linked to PF contribution and balance in PF account.

Please note:

Telephone Allowance:
Telphone allowance is paid monthly and governed by the Compensation Policy as applicable. If the employee uses a company provided SIM, the total billed amount will be recovered as **Mobile Deduction**. The positive difference between Telephone Allowance and deduction will be considered for tax calculation.

LTA:
LTA is paid monthly. The benefit is tax free as per Sec 10(5) of The Income Tax Act, 1961 and governed by the Compensation Policy as applicable. It is mandatory to provide original bills to avail tax-exemption under the Act, as per timelines specified by the company. If employee provide bills, the same will be validated and provide tax exemption.

Medical Reimbursement:
Medical allowance is paid monthly. It is mandatory to provide original bills to avail tax-exemption under the Act, as per timelines specified by the company. In case the bills are not submitted (either partially or fully), the amount not supported by bills will invite tax liability and will be paid out after necessary tax deduction.

National Pension System:
NPS is a Government of India - Ministry of Finance initiative to promote old age income security through a voluntary, defined contribution pension scheme. If the employee wishes to opt for NPS Contribution they make do so, within 45 days of joining. The employee can choose the % Contribution that the employer will make, employee contribution amount, Fund Manager, typeof fund investment. The employer contribution to NPS is non taxable upto 10% of Basic salary and the employee contribution will be exempted from tax upto a maximum of Rs 50000, in addition to INR 1.5 Lacs under 80 (c).

Performance Bonus:

Payable annually, if declared by the Company. Performance bonus will vary based on Employee's Performance Rating.

Details related to your Compensation are strictly confidential.

Please note that there could be additional tax liability arising out of any compensation change. You are required to provide details of your Investment as a Declaration under the Income Tax Act. Kindly contact HR for support

Chandrima De

for Jacob George
National Manager – Talent Acquisition

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Annexure C

The following documents are to be shown to us in original on date of joining and their photocopies are to be submitted 15 days prior to your date of joining:

1. Updated version of your resume – with photograph (Please carry on day 1)
2. Educational Certificates & Mark sheets (SSLC, PUC, Degree & Post Graduation, if any) (Please carry on day 1)
3. Address proof (any one : Voter's ID / Driving License / Passport / Aadhar Card) (Please carry on day 1)
4. PAN Card (Please carry on day 1)
5. i. Medical Fitness Certificate (for below 40 years): stating that the employee is of 18 years of age or above, is physically and mentally fit to work and had no major accidents and illness in the recent past that will impede the employee's work in any way)
   ii. For candidates above 40 years of age, the following fitness tests to be done and the medical report is to be submitted within 2 days of joining:

• Complete Blood Count	• Platelet Count
• Haemoglobin	• Blood Group & RH
• Packed Cell Volume	• Urine Routine
• MCHC, MCV, MCH	• RBS
• WBC, Differential Count	• Chest X –Ray
• Peripheral Smear	• Physician Consultation
• RBC, ESR	• ECG

6. Photos (3 passports and 2 stamp size with white background) (Please carry on day 1)

7A. Following documents from the immediate previous employer (if applicable):

   i. Salary Certificate / Salary Slip for last 3 months (Please carry on day 1)
   ii. Experience Certificate (Within 60 days of your joining)
   iii. Relieving Certificate (Within 60 days of your joining)

7B. Employment proofs of all other previous employments that specifies the date of joining and date of leaving (Experience Certificate / Relieving letter / FFS documents / Appointment letter / Confirmation Letter) (Please carry on day 1)

8. Company reserves the right to conduct background verification either before or after your joining the company with respect to verifying your academic records, criminal/civil records, financial (CIBIL), career and address proof.

9. In case you would like to transfer your Provident Fund from your previous employer, kindly provide us with the UAN (Universal Account Number) and PF Account Number of your earlier employment with the Address for Correspondence (employer / trust, if applicable).

10. During the course of employment if it is observed that you have concealed information or provided false information with respect to your previous employment or career history, it will be taken as willful hiding / not declaring facts essential for appointment and therefore the company will reserve the rights to terminate the appointment at any point of time.

Note: Failure to produce documents mentioned in Points 1-6 on Day 1 shall result in joining date being postponed to a later date and employee code not being generated on the given date of joining.

Chandrima De
for **Jacob George**
National Manager – Talent Acquisition

Offer: Computer Consultancy
Ref: TCSL/CT20172351615/Hyderabad
Date: 11/01/2018

Mr. Nisheeth Mehrotra
B-410 Gulmohar ResidencyIndira Nagar Road,
Kalyanpur,
Kanpur-208017,
Uttar Pradesh.
Tel# -

Dear Nisheeth Mehrotra,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Nisheeth Mehrotra**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351347/Hyderabad
Date: 07/02/2018

Mr. Prashant Kumar Balyan
Wo Enclave Smq 388/1Air Force Academy,
Anna Ram, Dundigal,
Hyderabad-500043,
Telangana.
Tel# 8418-253826

Dear Prashant Kumar Balyan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Prashant Kumar Balyan**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351441/Hyderabad
Date: 11/01/2018

Mr. Aninda Dutta Chowdhury
Icfai Hyderabad Campus,
Shankarpally,
Hyderabad-501203,
Telengana.
Tel# -

Dear Aninda Dutta Chowdhury,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,09,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,460/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 1.5 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Probation Period**

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Aninda Dutta Chowdhury**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,510	3,78,120
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	50,127	6,09,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,460	2,69,520
GROSS BOUQUET OF BENEFITS	31,510	3,78,120

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351350/Hyderabad
Date: 11/01/2018

Ms. Akanksha
R202,Ibs HyderabadDonthanapally,
Donthanapally Bus Stop,
Hyderabad-501203,
Telangana.
Tel# 91-7661907853

Dear Akanksha,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,33,444/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹13,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹9,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹22,710/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹3,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹1,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 2.5 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

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5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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10. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Akanksha**
Designation	**Assistant System Analyst**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	13,000	1,56,000
Bouquet Of Benefits #	32,343	3,88,120
2) Performance Pay		
Monthly Performance Pay	3,200	38,400
Quarterly Variable Allowance*	1,000	12,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	34,124
Retention Incentive	NA	0
TOTAL GROSS	52,128	6,33,444

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,083	13,000
Sundry Medical Reimbursement	750	9,000
Food Card	500	6,000
Personal Allowance	22,710	2,72,520
GROSS BOUQUET OF BENEFITS	32,343	3,88,120

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351468/Hyderabad
Date: 08/01/2018

Mr. Anant Singh
Icfai Business SchoolShankarpally Road,
Dontanapally,
Hyderabad-501203,
Telangana.
Tel# 011-22803022

Dear Anant Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Anant Singh**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351395/Hyderabad
Date: 08/01/2018

Mr. Mayur Sharma
Icfai Business SchoolShankarpally Road,
Dontanapally,
Hyderabad-501203,
Telangana.
Tel# 011-22560389

Dear Mayur Sharma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **`5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

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Basic Salary

You will be eligible for a basic salary of 12,000/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance` (HRA)

Your HRA will be 4,800/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Conveyance Allowance

You will be eligible for a conveyance allowance of `**800/-** per month.

3. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**

You will be eligible for reimbursement of `sundry medical expenses incurred by you for you and your family. You are eligible for 6,000/- per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

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5. **Personal Allowance**

You will be eligible for a monthly personal allowance of of 23,510/- per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per` the Pre-Defined structure you will be eligible for a Food Card with an amount of 500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

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Monthly Performance Pay

You will receive a monthly performance pay of 1,900/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance `

Your variable allowance will be 400/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of 200/- per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up `to 6,000/- per insured person per annum and basic hospitalization expenses up to 2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous`association of one year from the date of joining TCSL. A nominal annual membership fee of 250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of` 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL 50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL `50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Mayur Sharma**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**

Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications.

The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351646/Hyderabad
Date: 08/01/2018

Ms. Aditi Anil Gachake
Q211 Qrs Girls Hostel,Ibs, Hyderabad,
Icfai Campus,
Hyderabad-501203,
Telangana.
Tel# -

Dear Aditi Anil Gachake,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Aditi Anil Gachake**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351362/Hyderabad
Date: 08/01/2018

Mr. Amit Kumar Guru
D-132 Abcd Hostel Ibs HyderabadShankarapally,
Mokilla,
Hyderabad-501203,
Telengana.
Tel# -

Dear Amit Kumar Guru,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Amit Kumar Guru**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Offer: Computer Consultancy
Ref: TCSL/CT20172351293/Hyderabad
Date: 08/01/2018

Mr. John Paul Peter
1-1-385/10 P&T Colony1-1-385/10, P&T Colony,
Gandhinagar,
Hyderabad-500020,
Telangana.
Tel# 91-9703324924

Dear John Paul Peter,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Conveyance Allowance**
   You will be eligible for a conveyance allowance of **₹800/-** per month.

3. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

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4. **Sundry Medical Reimbursement**
   You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **₹6,000/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

5. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹23,510/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

6. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

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CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

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2. **Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

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11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

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15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**John Paul Peter**
Designation	**Management Trainee**
Institute Name	**Icfai, Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Conveyance Allowance	800	9,600
Leave Travel Assistance	1,000	12,000
Sundry Medical Reimbursement	500	6,000
Food Card	500	6,000
Personal Allowance	23,510	2,82,120
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

TATA CONSULTANCY SERVICES
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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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Ref.No.TEPSIL/HR-IBS/001/2017
December 26, 2017

Mr. Bineet Poddar
108 B,Narkeldanga Main Road
Flat no: 1 F, Phoolbagan
Kolkata - 700054

Re: Offer letter to the post of Management Trainee.

Dear Mr. Bineet,

This has the reference to your application and the subsequent interview you had with us on December 19, 2017.

We are pleased to inform you that you have been selected and appointed for the post of "**MANAGEMENT TRAINEE"** in our Organization, with a package of **INR 10,00,000/- (Rupees Ten Lakhs only)** per annum on Cost to Company (CTC) basis.

The appointment letter with detailed breakup of salary and terms and conditions of employment shall be issued on your joining.

You will endeavour to join your duties on or before **April 2, 2018** at the Hyderabad Office.

Upon successful completion of six months training period your performance would be assessed and in case the same is not found satisfactory, your training can either be terminated or extended, as deemed fit by the Management.

You will be required to submit following documents at the time of your joining:

a. Certified true copy of all your education testimonials
b. Experience letter (if any)
c. PAN Number
d. Aadhar Card
e. Passport size colour photographs - 3 nos.
f. Cancelled Cheque

This offer letter is issued on the understanding that all the information given by you in the application during the interview is true. As part of our process, an antecedent verification may be initiated for a new employee and if it is found at any time that the information given by you is not correct or true or you have knowingly suppressed any information, the company will have the right to withdraw the offer at any time without any compensation.

Please sign the duplicate of this letter as a token of your acceptance of the offer.

Thanking you,

Yours truly,

For TEP Solar India Private Limited **Acceptance**

Sandip Agarwal **Bineet Poddar**
Managing Director

IBS® ICFAI BUSINESS SCHOOL

Ramesh Kumar S <sramesh@ibsindia.org>

TFS Placement - MBA Finance - IBS_Batch 2018

Ishan TFS <ishangoyal@tfsindia.in> Wed, Feb 21, 2018 at 2:43 PM
To: Ramesh Kumar S <sramesh@ibsindia.org>
Cc: Sanjay Jain <sanjayjain@tfsindia.in>, sanjeevjain <sanjeevjain@tfsindia.in>, SHAMEEM <shameem@tfsindia.in>

Dear Sir,

It was pleasure visiting the campus for placements.

We have selected two candidates to be part of TFS.

The names are as below:

1. Mr. Chirag Agarwal
2. Ms. Akansha Gupta

As intimated in our earlier shared presentation, the CTC offered is Rs. 8 Lakhs with Rs. 5 Lakhs as Fixed remuneration and Rs. 3 Lakhs as Retention bonus which shall be payable on successful completion of 1 year in the organization.

We expect the candidates to join the office from 1st March 2018.

For any queries, they may contact the undersigned.

Thanks & Regards,

Ishan

Ishan Goyal

Vice President

TFS "Training For Success"

TFS Business Advisors India Pvt. Ltd.

Mobile: +91-9873251275| email : ishangoyal@tfsindia.in

Corporate Office: D-8, Commercial Complex, Soami Nagar (North), New Delhi -110017

Phone: +91-11-41749966/26497007 | Website: www.tfsindia.in

From: Ramesh Kumar S <sramesh@ibsindia.org>
Date: Tuesday, February 13, 2018 at 11:54 AM
To: Ishan <ishangoyal@tfsindia.in>
Cc: Sanjay Jain <sanjayjain@tfsindia.in>, SHAMEEM <shameem@tfsindia.in>
Subject: Re: TFS Placement - MBA Finance - IBS_Batch 2018

Dear Ishan,

[Quoted text hidden]

TCT
HOLIDAYS & TECHNOLOGIES

TCT Offers:
Travel Agent Services
Holiday Bookings
Destination Marketing (for Tourism Bureaus)
Software Development
HR Consulting
Training and Staffing

Date: 04-05-2018

To,
M.Gopinath,
S/O R.Murugesan,
H.no:28,Pannadikadu,Padaiveedu Post,
Namakkal District, Sankari west,
Tamilnadu,637303.

APPOINTMENT LETTER

Dear Mrs. Gopinath,

We are pleased to offer you an appointment in our organization TCT HOLIDAYS and Technologies Pvt Ltd, as **Sales and Operations Manager** with effect from Joining Date with a salary of 7 LPA(Fixed + Variable). Your joining will be with immediate effect on 04-05-2018.

We feel that your skills and background will be valuable assets to our team.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

All the Best..!!

For TCT HOLIDAYS and Technologies Pvt ltd.

Human Resource

Authorized

Employee

#302, Manjeera Majestic Commercial,
JNTU Road, KPHB Colony,
Kukatpally, Hyderabad,
Telangana, 500072 (India)

TCT Contacts

Website: www.tctholidays.com
Ph: 9700135300 Email: nagaraju@tctholidays.com
9346417294 naveen@tctholidays.com
Reg address:1-1-32/2155, Sai Baba Nagar, Kapra
Keesara Mandal,R.R.District, Hyderabad

IBS® ICFAI BUSINESS SCHOOL

Ramesh Kumar S <sramesh@ibsindia.org>

TFS Placement - MBA Finance - IBS_Batch 2018

Ishan TFS <ishangoyal@tfsindia.in> Wed, Feb 21, 2018 at 2:43 PM
To: Ramesh Kumar S <sramesh@ibsindia.org>
Cc: Sanjay Jain <sanjayjain@tfsindia.in>, sanjeevjain <sanjeevjain@tfsindia.in>, SHAMEEM <shameem@tfsindia.in>

Dear Sir,

It was pleasure visiting the campus for placements.

We have selected two candidates to be part of TFS.

The names are as below:

1. Mr. Chirag Agarwal
2. Ms. Akansha Gupta

As intimated in our earlier shared presentation, the CTC offered is Rs. 8 Lakhs with Rs. 5 Lakhs as Fixed remuneration and Rs. 3 Lakhs as Retention bonus which shall be payable on successful completion of 1 year in the organization.

We expect the candidates to join the office from 1st March 2018.

For any queries, they may contact the undersigned.

Thanks & Regards,

Ishan

Ishan Goyal

Vice President

TFS "Training For Success"

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Mobile: +91-9873251275| email : ishangoyal@tfsindia.in

Corporate Office: D-8, Commercial Complex, Soami Nagar (North), New Delhi -110017

Phone: +91-11-41749966/26497007 | Website: www.tfsindia.in

From: Ramesh Kumar S <sramesh@ibsindia.org>
Date: Tuesday, February 13, 2018 at 11:54 AM
To: Ishan <ishangoyal@tfsindia.in>
Cc: Sanjay Jain <sanjayjain@tfsindia.in>, SHAMEEM <shameem@tfsindia.in>
Subject: Re: TFS Placement - MBA Finance - IBS_Batch 2018

Dear Ishan,

[Quoted text hidden]

Date 6 October 2017

Dear TUHINA

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in Research. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakh Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., April and October. Your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
Jan 2018 – May 2018	April 2019*
June 2018 – September 2018	April 2019*
October 2018 – December 2018	October 2019*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/17, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

06/10/17
TUHINA YADAV

Level 5, Tower B, Windsor IT Park, A1, Sector-125, Noida 201301 India

T / +91 120 4508000
india@thesmartcube.com | **thesmartcube.com**

Registered Office: Smartcube India Pvt Ltd.,
37, Hauz Khas Village, New Delhi 110016

CIN : U33119DL1999PTC99268

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 617,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

06/10/17

TUHINA YADAV

To,

Vasa Lakshmi Satya Sri Venkatesh **Date: October 10, 2017**

lssvenkatesh.vasa@gmail.com

+91 9603990222

Dear Satya Sri Venkatesh**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Customer Success Consultant**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Salary would be INR 8,00,000/- (Indian Rupees Eight Lakhs). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 10,24,291 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Salary, based on your performance. The Bonus shall be payable quarterly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 11, 2017**. This offer is valid until EOD **October 11, 2017**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

To, **Date: January 3, 2018**

Larissa Crasto

larissa.crasto@gmail.com

+91 9820432894

Dear Larissa**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Senior Executive - Talent**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **6,00,000**/- (Indian Rupees **Six Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 7,79,483 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance. The Bonus shall be payable half-yearly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **January 3, 2018**. This offer is valid until EOD **January 3, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Date 6 October 2017

Dear MAINAK

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 630,000 (Rupees Six Lakh Thirty Thousand Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., April and October. Your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
Jan 2018 – May 2018	April 2019*
June 2018 – September 2018	April 2019*
October 2018 – December 2018	October 2019*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/17, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Mainak
6/10/17

Level 5, Tower B, Windsor IT Park, A1, Sector-125, Noida 201301 India

T / +91 120 4508000
india@thesmartcube.com | **thesmartcube.com**

Registered Office: Smartcube India Pvt Ltd.,
37, Hauz Khas Village, New Delhi 110016

CIN : U33119DL1999PTC99268

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 630,000
Gratuity	INR 15,144
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 648,144

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

6/10/17

To,

Sanchari Bardhan **Date: October 10, 2017**

sancharibardhan@yahoo.com

+91 9051974424

Dear Sanchari Bardhan**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Customer Success Consultant**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Salary would be INR 8,00,000/- (Indian Rupees Eight Lakhs). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 10,24,291 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Salary, based on your performance. The Bonus shall be payable quarterly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 11, 2017**. This offer is valid until EOD **October 11, 2017**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

To, **Date: January 3, 2018**

Shreeja Swaraj

shreejaswaraj90@gmail.com

+91 7028002399

Dear Shreeja**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Analyst - Inside Sales**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **6,00,000**/- (Indian Rupees **Six Lakhs**). The break-up is attached for your reference as Annexure to this letter.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Variable Pay: You will be eligible for Performance Bonus/Commission Plan as applicable.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
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We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **January 3, 2018**. This offer is valid until EOD **January 3, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Ref.No.TEPSIL/HR-IBS/002/2017
December 26, 2017

Mr. Subham Agarwal
c/0 Mr Gopal Agarwal
N.S Road, Raiganj, Uttar Dinajpur
West Bengal - 733134

Re: Offer letter to the post of Management Trainee.

Dear Mr. Subham,

This has the reference to your application and the subsequent interview you had with us on December 19, 2017.

We are pleased to inform you that you have been selected and appointed for the post of "**MANAGEMENT TRAINEE"** in our Organization, with a package of **INR 10,00,000/- (Rupees Ten Lakhs only)** per annum on Cost to Company (CTC) basis.

The appointment letter with detailed breakup of salary and terms and conditions of employment shall be issued on your joining.

You will endeavor to join your duties on or before **April 2, 2018** at the Hyderabad Office.

Upon successful completion of six months training period your performance would be assessed and in case the same is not found satisfactory, your training can either be terminated or extended, as deemed fit by the Management.

You will be required to submit following documents at the time of your joining:

a. Certified true copy of all your education testimonials
b. Experience letter (if any)
c. PAN Number
d. Aadhar Card
e. Passport size colour photographs - 3 nos.
f. Cancelled Cheque

This offer letter is issued on the understanding that all the information given by you in the application / employee data form / during the interview or data provided prior to and / or at the time of interview is true. As part of our process, an antecedent verification may be initiated for a new employee and if it is found at any time that the information given by you is not correct or true

or you have knowingly suppressed any information, the company will have the right to withdraw the offer at any time without any compensation.

Please sign the duplicate of this letter as a token of your acceptance of the offer.

Thanking you,

Yours truly,

For TEP Solar India Private Limited **Acceptance**

Sandip Agarwal **Subham Agarwal**
Managing Director

Date 6 October 2017

Dear ANISHA

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in Research. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakh Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., April and October. Your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
Jan 2018 – May 2018	April 2019*
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*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/17, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Anisha
6/10/17
Anisha Bhawnani

Level 5, Tower B, Windsor IT Park, A1, Sector-125, Noida 201301 India

T / +91 120 4508000
india@thesmartcube.com | **thesmartcube.com**

Registered Office: Smartcube India Pvt Ltd.,
37, Hauz Khas Village, New Delhi 110016

CIN : U33119DL1999PTC99268

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 617,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Anisha
6/10/17
Anisha Bhavnani

To,

Krishna Prasad K K **Date: October 10, 2017**

krishnaprkk@gmail.com

+91 9789425064

Dear Krishna Prasad**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Customer Success Consultant**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Salary would be INR 8,00,000/- (Indian Rupees Eight Lakhs). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 10,24,291 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Salary, based on your performance. The Bonus shall be payable quarterly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 11, 2017**. This offer is valid until EOD **October 11, 2017**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

To,

Ankit Patel **Date: October 10, 2017**

ankit_332@live.com

+91 7203902780

Dear Ankit**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Customer Success Consultant**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Salary would be INR 8,00,000/- (Indian Rupees Eight Lakhs). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 10,24,291 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Salary, based on your performance. The Bonus shall be payable quarterly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 11, 2017**. This offer is valid until EOD **October 11, 2017**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

To,

Bhushan Kutwal **Date: October 10, 2017**

bhushankutwal@gmail.com

+91 7588540216

Dear Bhushan**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Customer Success Consultant**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Salary would be INR 8,00,000/- (Indian Rupees Eight Lakhs). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 10,24,291 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Salary, based on your performance. The Bonus shall be payable quarterly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 11, 2017**. This offer is valid until EOD **October 11, 2017**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

To, **Date: March 21, 2018**

Dhruv Shah

dhruvshah777@gmail.com

+91 9891214331

Dear Dhruv**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Analyst - Inside Sales**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **6,00,000**/- (Indian Rupees **Six Lakhs**). The break-up is attached for your reference as Annexure to this letter.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Variable Pay: You will be eligible for Performance Bonus/Commission Plan as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 26, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **March 21, 2018**. This offer is valid until EOD **March 21, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Dhruv Shah**

Designation: **Inside Sales Analyst**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**42,800**	**5,13,600**
Basic	25,000	3,00,000
HRA	10,000	1,20,000
Conveyance Allowance	1,600	19,200
Special Allowance	6,200	74,400
Reimbursements (B)	**7,200**	**86,400**
Reimbursement	2,500	30,000
Medical Expenses	1,250	15,000
Leave Travel Expenses	1,250	15,000
Food Coupons	2,200	26,400
Annual Salary (A+B)	**50,000**	**6,00,000**

For Zenoti,

Sudheer Koneru

CEO

To,

Akanksha Dhote **Date: October 10, 2017**

akankshadhote@gmail.com

+91 9505509694

Dear Akanksha**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Customer Success Consultant**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Salary would be INR 9,00,000/- (Indian Rupees Nine Lakhs). The break-up is attached for your reference as Annexure to this letter. The overall CTC will be INR 11,46,695 per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

Apart from the above, you will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Salary, based on your performance. The Bonus shall be payable quarterly as a lump-sum payment.
- Wellness Benefit: You will be eligible for Wellness Benefit as applicable.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
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We would like you to start on **March 1, 2018**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 11, 2017**. This offer is valid until EOD **October 11, 2017**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Campus Recruitment Drive Finalist from IBS Hyderabad 06 Nov 2017

Narayan <narayanp@valuefy.com> Thu, Nov 9, 2017 at 12:42 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Vivek Singal <vivek@valuefy.com>

Hi Rajith Sir,

Thank you for making the recruitment drive at IBS Hyderabad successful on dated 6th November 2017.

Valuefy Solutions is pleased to offer the position of Business Analyst for below listed 3 Candidates. For the reference, I have also mentioned the offered CTC against the candidate's name:

Enrollment Number	Name	CTC
16BSPHH01C0828	Sachin Bhopalapur	7L PA
16BSPHH01C0220	Ashna Sangwan	5L PA
16BSPHH01C1183	Vinay Ranganath Hebbar	5.2L PA

The skills and experience will be an ideal fit for our organization and looking forward to join them as earliest as possible.

We look forward to welcoming the all 3 candidates to Valuefy on upcoming year and will soon share the official offer Letter with Joining date. You can treat this email as a confirmation.

Please let me know if you have any questions or I can provide any additional information.

Regards,

Narayan Ku. Prusty

Project Manager; Wealthfy

Valuefy Solutions Private Limited

—

A-507, Express Zone A-Wing, Pandit Motilal Nehru Marg,
Panch Bawadi, Malad East, Mumbai,

Maharashtra 400097, India

Direct: +91 9167449252

Web: www.valuefy.com | www.invezta.com

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Campus Recruitment Drive Finalist from IBS Hyderabad 06 Nov 2017

Narayan <narayanp@valuefy.com> Thu, Nov 9, 2017 at 12:42 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Vivek Singal <vivek@valuefy.com>

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The skills and experience will be an ideal fit for our organization and looking forward to join them as earliest as possible.

We look forward to welcoming the all 3 candidates to Valuefy on upcoming year and will soon share the official offer Letter with Joining date. You can treat this email as a confirmation.

Please let me know if you have any questions or I can provide any additional information.

Regards,

Narayan Ku. Prusty

Project Manager; Wealthfy

Valuefy Solutions Private Limited

—

A-507, Express Zone A-Wing, Pandit Motilal Nehru Marg,
Panch Bawadi, Malad East, Mumbai,

Maharashtra 400097, India

Direct: +91 9167449252

Web: www.valuefy.com | www.invezta.com

IBS® ICFAI BUSINESS SCHOOL

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The skills and experience will be an ideal fit for our organization and looking forward to join them as earliest as possible.

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Please let me know if you have any questions or I can provide any additional information.

Regards,

Narayan Ku. Prusty

Project Manager; Wealthfy

Valuefy Solutions Private Limited

—

A-507, Express Zone A-Wing, Pandit Motilal Nehru Marg,
Panch Bawadi, Malad East, Mumbai,

Maharashtra 400097, India

Direct: +91 9167449252

Web: www.valuefy.com | www.invezta.com

kotak

Kotak Mahindra Bank

Date: 16-Apr-2018
Ref No: 649082

Shreya Sinha
C/O Prof Madan Mohan Prasad, L.B.S Street, Shatri Nagar,Giridih,
815301

LETTER OF APPOINTMENT

Dear Shreya,

This letter marks an important event in the life of our Bank and indeed for you. We value this letter as a symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of the Kotak family. You promise to value our values and be one of us

- Down to Earth & Approachable : We are simple, straight forward, realistic, unpretentious and always accessible to our stakeholders
- Mutual Respect, Trust and Transparency : We nurture an environment which is transparent in dealings, value the contribution of every individual and respect basic human dignity in all interactions
- Passion to Achieve : We are committed to focus on results with undying enthusiasm and energy
- Entrepreneurial Approach : We generate and encourage creative ideas, applying sound commercial acumen. We have an innovative approach to problem solving and do not shy away from going beyond the conventional
- Ethical with Governance Mindset : We are committed to conducting ethical business maximizing shareholder values on a sustainable basis, while ensuring fairness to all stakeholders including customers, team members, investors, business partners, Government and society at large.

When you sign this letter, you would have embarked on our quest to make modern history!

Shailendra Bhadoria
Senior Vice President

26.4.2018
Shreya Sinha

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park,
Off Western Express Highway,
General A K Vaidya Marg, Malad (East),
Mumbai, Maharashtra 400097, India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

HR/2018/ 872032

Scanned by CamScanner

kotak

Kotak Mahindra Bank

Date: 16-Apr-2018
Ref No:649082

Shreya Sinha
C/O Prof Madan Mohan Prasad, L.B.S Street, Shatri Nagar,Giridih,
815301

We have pleasure in appointing you as **Deputy Manager** in the Grade **M2** with effect from **14-May-2018**, or from your date of reporting to work, whichever is earlier, provided that this letter of appointment shall cease to have effect if you do not report to work by **14-May-2018**.

Position, Location and Remuneration

1. The details of your remuneration are enumerated in Annexure A, is enclosed. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** ('Bank').

2.You will initially be posted at our office at **Kotak Mahindra Bank Ltd, MG road 5th Floor , Raheja Tower,26-27, M.G.Road Bangalore 560001**, but you will be liable to be posted or deputed at any other office/ branch of the Bank or any of its associate companies or any of its clients and your services are liable to be transferred to any subsidiary or associate or affiliate company including overseas.

Probation

3. Your appointment is subject to a probation period of **12 months**, where after subject to your performance and conduct being satisfactory, your probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated by giving **1 month** notice during the initial or extended period of probation.

Other conditions

4. Your appointment is subject to your providing, inter alia:
   4.1. A relieving letter from your previous employer relieving you from your duties.

   4.2 Receiving satisfactory background verification report.

   4.3. A copy of the last pay slip from the previous employer.

   4.4. Proof of identity which could be either the copy of voter identity card or Aadhar card or Passport

   4.5. Proof of date of birth.

   4.6. The Bank's application form complete with photograph.

   4.7. Valid email id.

   4.8. Mobile no and /or Landline no.

26.4.2018

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
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General A K Vaidya Marg, Malad (East),
Mumbai, Maharashtra 400097, India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

HR/2018/ 872033

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Kotak Mahindra Bank

5. Your appointment is subject to submitting a Self-Certified Medical Fitness and Declaration Form issued by the Bank. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. If called upon, you shall submit yourself to an examination by a qualified registered medical practitioner appointed or agreed to by the Management and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

Duties, Responsibilities & Other employment

6. You will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future. Please note that should you be entrusted with the handling / custodianship of cash / securities, any shortfall will be recoverable from you personally. This does not preclude the Bank from recovering the same from any dues to you, or from taking legal action.

7. You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time. The hours of work, holidays and paid leave will be in accordance with the Bank's rules. Please note that if you absent yourself from the services of the Bank without prior written permission or overstay sanctioned leave for eight consecutive days, you will deemed to have abandoned service voluntarily without giving due notice and you shall lose lien on appointment.

8. You shall devote the whole of your time and attention to performing your duties and use your best endeavors to promote the interests of the Bank and your conduct at other times shall be such as not to damage the interests of the Bank. You shall not engage yourself directly or indirectly in any trade, business, vocation or occupation or in advisory capacity or accept compensation in any form from any third party for any actions performed on behalf of the Bank without the express written permission of the Bank. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Bank, whether directly or indirectly.

9. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires.

10. If you are at any time prevented by ill-health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

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11. You shall inform the Bank without delay of any act of dishonesty, fraud or cheating or any damage to the Bank's property that you may come to know of, whether the same is under contemplation or is taking place or has already taken place.

12. You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any activity of the Bank.

Rules, Regulations and Confidentiality

13. You shall faithfully observe all the rules and regulations of the Bank as applicable from time to time and comply with all reasonable orders of your superiors and attend to your duties punctually at such place or places, as you may be required.

14. You shall also abide by and implement "The Corporate policy manual on Conflict of Interest, Confidential and Proprietary Information" including interalia the Information Technology Security Policy and Code of Conduct as approved by the Bank.

15. The Bank is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Bank including the Code of Conduct and other policies of the Bank as they form an integral part of the terms of employment with the Bank. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' from time to time through intranet and/or e-mails and you will be governed by the same from time to time as and when the said changes are made. It is your responsibility to read and comply with the same.

16. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Bank in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Bank processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Bank, its subsidiaries, its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Bank, its subsidiaries, its associates or clients.

16.1. In line with the, SEBI (Prohibition of Insider Trading) Regulations,2015 as modified from time to time, you shall comply with the Employee Share Trading Code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

26.4.2018

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17. You are not authorized to and must not at any time:

17.1. Trade on your own account by pledging the credit of the Bank;

17.2. Even on the Bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Bank to risks which are beyond its financial capacity to bear;

17.3. Enter into any commitment, dealing or obligation on behalf of the Bank, except to the extent of operating the Bank's bank account or accounts as empowered by a resolution of the Board of Directors of the Bank.

18. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank,its subsidiaries or its affiliates.

Termination

19. Your services can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

19.1. Any incorrect information furnished by you or on suppression of any material information; and/or

19.2. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter or a violation on your part of any of the Bank's rules and policies; and/or

19.3. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude; and/or

19.4. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or

19.5. The results of any background checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion. and/or

19.6. Any misconduct pertaining to moral turpitude, riotous/disorderly behaviour, theft, misappropriation, conviction by any court of law.

26.4.2018

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19.7. Any act or omission which could be construed as loss of confidence in you by the Management.

19.8. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

20. Subject to the right of the Bank to terminate this employment in accordance with clause 19, it may be terminated either by the Bank or yourself by giving 3 months notice in writing to the other.

20.1. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated on the basis of monthly gross salary. The decision whether or not to accept the gross salary in lieu of the notice period will rest solely with the Bank and the employee shall be required to serve the applicable notice period as per the exit policy of the Bank if the Bank does not accept the gross salary in lieu of the notice period.

Retirement age

21. The age of superannuation i.e. the age of retirement in our Bank is 60 years.

22. On retirement or earlier termination of this employment in any manner, you shall hand over all papers, documents and other property belonging to the Bank or which have been entrusted to you or received by you in the course of your employment with the Bank.

Jurisdiction

23. If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent to cure such invalidity, illegality or unenforceability, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

24. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

25. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment.

26. As a full time employee of the Bank, you shall not be a Director on the Board of any Company. If you are a Director in any Company you are required to resign from the same before joining the Bank.

26.4.2018

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Kotak Mahindra Bank

You are requested to send us a copy that is signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and successful career with us.

Your's faithfully

for **Kotak Mahindra Bank Ltd**

Shailendra Bhadoria
Senior Vice President

Shreya Sinha
Date: 26.4.2018

Kotak Mahindra Bank Ltd.
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Kotak Mahindra Bank

Annexure A

Name	Shreya Sinha
Level	Deputy Manager
Location	Bangalore
With Effect From	14-May-2018

Component	P.M.	P.A.
Basic Salary	20000	240000
House Rent Allowance	10000	120000
Professional Allowance	12788	153456
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
LTA	1000	12000
Bonus	0	0
Gratuity	-	11544
Contribution to Provident Fund	-	28800
Total	46638	800000

*Company contribution towards PF is 12% and Gratuity is 4.81%

*Family Floater Group Mediclaim Coverage as per policy.

Under the Kotak Term Group Plan, you get covered as per policy.

Casual/ Privilege leave entitlement as per the prevailing leave policy

Prepared by

Date : 16-Apr-2018

25-4-2018

Shreya Sinha

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HR/2018/ 872039

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Kotak Mahindra Bank

16-Apr-2018
Ref No: 649082

Shreya Sinha

Dear Shreya,

Sub: Terms and conditions of the Joining Bonus

We refer to the discussions we have had and hereby offer you an amount of Rs. 100000/- **(One Lakh Only)** as Joining Bonus, to be paid to you upon confirmation of your services with us, on the following terms and conditions:

1. Having no disciplinary issues as per the terms & conditions of service.
2. Continuing to be in the employment of Kotak Mahindra Bank.
3. Not having tendered resignation or you serving notice period

- This amount will be paid post deduction of applicable taxes.
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amount, you shall be liable to pay the entire amount with interest at a rate not exceeding 13 % per annum. The Company has the right to set off the amount not paid against any dues payable to you.

You are requested to acknowledge this letter as a token of your acceptance of the terms and conditions.

Yours faithfully,
For Kotak Mahindra Bank Limited

Shailendra Bhadoria
Senior Vice President

I accept the above terms:

16.4.2018

Shreya Sinha

Kotak Mahindra Bank Ltd.
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HR/2018/ 872040

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L&T Financial Services

Date: 18-Feb-2019

APPOINTMENT LETTER

Diya Mukherjee

Dear Diya,

Welcome aboard!

We are pleased to appoint you as **MANAGER** in **FL I** Grade for **MANAGEMENT TRAINEE.** You will be employed in the **HUMAN RESOURCES** Business Unit of the Company. Your date of joining is on or before **06-May-2019**. The following terms and conditions will be applicable to you:

1. PLACE OF POSTING:

Your posting will be presently at **MUMBAI-VRINDAVAN-KALINA**. However, during employment of the Company, you may be posted / transferred to any of the offices / projects / divisions / departments / units / subsidiaries / sister concerns of the Company, existing or to be set up at any other location in India or abroad, without any additional remuneration, in the interest of the Company without assigning any reasons.

2. COMPENSATION & BENEFITS:

Your Cost to Company [CTC] per annum **Rs. 825,004/- (Rupees Eight Lac Twenty Five Thousand and Four only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependent on performance / conduct and in no case shall be construed to be a matter of right.

You will be governed at all times by the policies, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are applicable to you. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

It is agreed between the Company and you that the incentive, payable if any, based on your performance and/or productivity is in lieu of any other bonus payable, including the bonus based on profits payable under any law. It is also expressly/ mutually agreed between the Company and you that the incentive payable if any, based on your performance and/or productivity shall be set off against the bonus payable based on profits under any law to the extent permissible under any law.

3. PROVIDENT FUND SCHEME :

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

4. LEAVE :

You will be eligible for leave as per the Company's leave policy.

5. MEDICAL FITNESS :

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in case a false declaration of medical fitness provided by you.

6. DUTIES AND RESPONSIBILITIES :

i) Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii) You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii) You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv) You shall neither divulge nor give out information to any unauthorized person (including media) during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our processes, know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee and which shall bring disrepute to the Company or its group companies.

v) You shall keep confidential all the information and material provided to you by the Company
or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi) You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

vii) You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss
of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

7. TERMINATION OF PERMANENT SERVICE :

i) You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii) If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii) Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence, arising out of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv) During the service period, either party to this contract shall be at liberty to terminate the same by giving to the other 3 months notice in writing or compensation (on Basic Salary basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter. It shall not be necessary for either party to assign any reason for termination of the contract. Final decision on relieving an employee in case of insufficient notice period or compensation in lieu thereof, or the decision to waive the notice period vests with the Company. Any unutilized leave, as per the Company's leave policy, may be set-off against the notice period of 3 months, at the discretion of the Company.

8. GENERAL CONDITIONS :

i. You may be selected and sponsored by the Company for familiarization / training assignments or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be required to comply with BYOD Policy (Bring Your Own Device Policy) of the Company and consequently, you will be allowed to bring personally owned devices (adhering to the Company's acceptable use policy) to the workplace and use the said devices to gain access to the application, network & IT resources of the Company. A

onetime only advance shall be extended by the Company to you pursuant to the said policy, the amount of which shall be recovered from you prorated basis if your employment is terminated for any reason whatsoever within 364 days of your date of joining.

iii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iv. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

v. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

vi. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vii. The present designation is subject to change depending upon work assignment from time to time.

viii. You shall abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

ix. Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of joining bonus, will be fully recovered if your employment with the Company ceases within two years of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

x. The Company reserves the right to verify your documents & background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, CIBIL & other background checks.

xi. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

xii. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xiii. Any dispute or difference or claims arising out of or in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by the Company, at its sole discretion. The arbitration proceedings shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 and the Rules framed there under and any amendments thereto. The language of arbitration shall be English. The venue of arbitration shall be at Mumbai and courts at Mumbai shall have exclusive jurisdiction.

The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India

xiv. Any Dispute between yourself and the Company concerning with or relating to or arising out of this employment shall be subject to the jurisdiction in Greater Mumbai only.

xv. Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one.

xvi. This appointment is subject to the rules, regulations and policies made by the Company and detailed in the HR manual or any other circular/intimation issued by the HR team as in force at present or as may be amended, altered, modified or extended from time to time and shall be binding upon you whether or not you have signed off on such amendment or modification . If acceptable to you, please carry a duplicate copy of this letter duly signed by you in token of your acceptance of offer on your date of joining.

You are requested to indicate your acceptance and complete the document submission process. You would be required to carry a signed copy (with initials on all the pages) of the appointment letter on the date of Joining.

With best wishes for your assignment,
Sincerely yours,

For L&T FINANCE LIMITED.

SUDEEP BANERJEE
GROUP HEAD – HUMAN RESOURCES

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME: _____

SIGNATURE: _____ DATE: _____

**L&T Finance Limited & L&T FinCorp Limited have been merged into Family Credit Limited. The name of Family Credit Limited is changed to L&T Finance Limited.*

L&T Financial Services

Annexure I			
Name	**Diya Mukherjee**		
Grade	FL I	Designation	MANAGER

Sr. No.	Heads	Per Month (Rs.)	Per Annum (Rs.)
	Monthly Components		
A.	Basic	20,625	247,501
	House Rent Allowance	10,313	123,751
	Leave Travel Allowance	1,719	20,625
	Special Allowance	20,514	246,171
	Statutory Bonus	1,800	21,600
	Sub-Total (A)	**54,971**	**659,648**
	Statutory Benefits & Retirals		
B.	Provident Fund (Employer Contribution 12% of Basic)	2,475	29,700
	Gratuity (4.81% of Basic)	992	11,905
	Sub Total (B)	**3,467**	**41,605**
	Total Fixed Pay (A + B)	**58,438**	**701,253**
C.	**Annual Performance Bonus #**		**123,751**
D.	**Total Cost To Company (A + B + C)**		**825,004**
Rs. Eight Lac Twenty Five Thousand and Four Only			

Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & Company performance and in line with the Company policy

In addition to the above, you will be covered under the following Group Insurances:

- Group Life Insurance Cover
- Family Mediclaim Cover (Details in the HR Manual)
- Group Personal Accident Cover

Sincerely yours,
For L&T FINANCE LIMITED

SUDEEP BANERJEE
GROUP HEAD - HUMAN RESOURCES

**L&T Finance Limited & L&T FinCorp Limited have been merged into Family Credit Limited. The name of Family Credit Limited is changed to L&T Finance Limited.*

Hyderabad

Date: 21st December, 2018

Dear Sheetal Sahoo,

It gives me great pleasure to inform your appointment as a **Research Associate** at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a **Research Associate**, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Research Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager -> Associate Director/Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 540,000/- (Five Lakh Forty Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP
hr@mordorintelligence.com | 040-23007648

Salary Package

	Monthly	Annually
Basic	18,751	225,012
HRA	7,500	90,000
Standard Deduction	3,333	40,000
Special Allowance	5,544	66,524
Provident Fund (Company's Contribution)	2372.0015	28,464
Monthly Pay	**37,500**	
Performance Bonus		60,000
Assured Bonus		30,000
CTC		**540,000**

* Assured Bonus will be paid out yearly.
* Performance bonus will be evaluated quarterly as per the calendar year.
* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

Notes:

- Monthly professional tax deduction of Rs. 200/- shall apply.
- Investing in PF is not mandatory for your salary package. However, if you choose to opt for it, both your contribution and the company's contribution will be deducted from your monthly pay.
- Tax deduction at source (TDS) shall be deducted as necessary.

Hyderabad

Date: 21st December, 2018

Dear Rubel Sond,

It gives me great pleasure to inform your appointment as a **Research Analyst** at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a **Research Analyst,** your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate -> Research Analyst -> Senior Research Analyst -> Lead Analyst -> Project Lead -> Research Manager -> Senior Research Manager -> Associate Director/ Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 590, 000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Salary Package

	Monthly	Annually
Basic	20,835	250,020
HRA	8,334	100,008
Leave Travel Allowance	1,000	12,000
Standard Deduction	3,333	40,000
Special Allowance	5,529	66,349
Provident Fund (Company's Contribution)	2,636	31,628
Monthly Pay	**41,667**	
Performance Bonus		90,000
CTC		**590,000**

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

Component	Maximum Limit	Remarks
Meal Allowance (Optional, will be adjusted against Special Allowance)	26400	Tax exempted, if opted for meal vouchers
Gift Coupons	5000	Tax exempted, if opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

Bharadwaj Obula Reddy
Chief Executive Officer | Mordor Intelligence LLP
hr@mordorintelligence.com | 040-23007648

OFFER LETTER

Date: 12-04-2019

To,
Achint Singh Kalra,
H.No, 13-6-460/76/11
Gaur City 1C -Block-173 Avenue 1 Sector-4,
Greater Noida West Gautam Budh Nagar,
UP 201009.

Sub: Offer Letter

Dear Mr. Achint Singh Kalra,

Bharathi Tech Service Private Limited (**"the Company")** is pleased to offer you the position of **Merchant Acquisition Associate** Your skills and experience will be an ideal fit for our IT department.

The following points outline the terms and conditions in short we are proposing. More specific details shall be provided post acceptance in the Appointment Letter or the Employment Agreement which shall be mutually signed by you and the company by the Start Date or first week of your employment.

1. **Title:** You will be appointed as **Merchant Acquisition Associate**.

2. **Date of Joining:** You are requested to join our Company on **15th Apr 2019**. In case you do not respond to this letter with a confirmation within 2 (Two) days of receiving the letter or fail to report on this date after confirmation, unless otherwise agreed in writing, this offer shall stand automatically withdrawn.

3. **Location**: You shall be located at **Madhapur, Hyderabad** and will be reporting to **Subhakar.** You shall also be required to travel and work at any other location as may be specified by the Company.

4. **Compensation and benefits:** You will be paid a compensation of Rs. **5,00,000/-** (Rupees Five lakhs Only) per Annum ("**Salary**"). ***Please note that your Salary and other benefits are confidential and are not to be disclosed to any one, unless required by law.***

5. **Probation**: You will be on probation for a period of **7 days** from the date of appointment, which is liable for extension at the sole discretion of the Company based on your performance and shall be referred to as a Merchant Acquisition Associate during your probation period.

6. **Documents**: Your offer has been made based on information furnished by you. Listed below are required documents that you will need to bring with you on your first day of employment:

i. Unexpired document(s) verifying identity;
ii. Name, address and phone number of emergency contact(s);
iii. Exit Letter from previous organization; and
iv. Photocopies of Educational certificates.
v. Pay slips and bank statement for last three months
vi. 5 Passport size photos.

In case of any change in address or any other personal status, you shall communicate to the Company. All communication sent to you in the normal course to the addresses given by you, shall be deemed to have been received by you.

This offer has been made based on information furnished by you in the Application and during the Interview. However, if there is a discrepancy in the information provided by you, we shall retain the right to review or revoke our offer. Please note that this offer is subject to you being medically fit.

If you choose to accept this job offer, please sign the scanned copy of this letter and return it to us within 1 (One) day of receiving the letter.

We look forward to the opportunity to work with you.

Please let me know if you have any questions or I can provide any additional information.

Sincerely,

Mr K. Subhakar (CEO)

Authorized Signatory

WITH THE SIGNATURE BELOW, I ACCEPT THIS APPOINTMENT AS _____.

_____ _____

Name Date

01/31/2019

Rachita Chaturvedi

House No.491, Sector-17 Faridabad, Haryana

Dear Rachita,

Subject: Appointment letter for the position of **Senior Business Development Manager.**

We are pleased to offer you the position of **Senior Business Development Manager** with Ibibo Group Private Limited. For all internal references, your level will be considered as **Senior Executive**.You are required to join work on or before **02/18/2019.**You shall be a part of the **Hotel Supply** department, based at **Gurgaon** initially and shall be governed by the terms and conditions of this document ('Appointment Letter' or 'Agreement'). As a part of the new hire Orientation/Induction program, please report to the Headoffice in Gurgaon at 10 AM on your date of joining.

1. Compensation

You will be paid the remuneration as per enclosed annexure(s). The structure of remuneration is subject to change by the management of the Company (the Management) from time to time. All payments will be subject to deduction of tax at source, as applicable.

2. Professional Commitment

You will be governed by the rules, regulations and other policies of the Company as may be applicable, enforced, amended or altered from time to time by the Company during the course of your employment.
You are required to comply with the above rules, regulations and other policies of the Company, which shall be communicated to you upon you joining of the Company. These include those related to non-discrimination, sexual harassment, confidentiality and non-disclosure, board memberships and inside information. Such rules, regulations and other policies shall be available with the HR department and you are expected to keep yourself apprised of the same from time to time. Also, such rules, regulations and other policies shall always be deemed to be an integral part of the Agreement.

3. Confidentiality

During your employment you will have access to confidential Company, shareholder, related and affiliated entities and client information (collectively "Confidential Information"). Confidential Information shall include any information concerning or relating to the Company or the business of the Company, including trade secrets, secret formulae, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information, customer and supplier names, correspondence, negotiations and / or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the Company in the future may indicate as confidential, or which may be deemed confidential by its nature. It is a condition of your employment not to disclose, directly or indirectly, to any person or persons,

any Confidential Information or proprietary information or information relating to the affairs of the Company or any related or affiliated entityor client which is commercially sensitive or the disclosure of which would adversely affect the Company, its shareholders, related or affiliated entities and / or the Company's clients. This obligation survives the termination of your employment with the Company.

4. Alternative Employment

You are restricted from accepting any other employment or carry on any other commercial activity while employed with the Company,without our prior specific written approval.

While employed with the Company, you shall not perform such work or provide such services to any person or entity, directly or indirectly, (including as employee, independent contractor, consultant, principal, agent, director, joint venture, partner, trustee, beneficiary), where such work or services are similar to those provided by you to the Company.

You shall not either directly or indirectly engage with any of the suppliers, service providers of the Company or earn any separate profit or interest from them. You are also prohibited to receive any kind of benefit in cash or kind directly or indirectly from any of the vendors / service providers, customers or any other person who were dealing with the Company.

5. Training

As applicable, you will be imparted initial training on your joining. The company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training period. There would be periodic tests and examinations during the training and you will be required to pass all such exams in line with Company's norms. You will not be allowed to start any work on any of the Company's work processes in case of your failure in the training program or in any of the examinations therein.

It is understood and agreed that your services can be discontinued without notice, in case of failure to complete your training or any examination related to the same.

You acknowledge that during the term of your employment, you shall be provided other trainings as may be required from time to time.
In case you decide to terminate your services within one year of undertaking such training program, you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs.

6. Leave Entitlement

Your leave entitlement shall be as per the policy(ies) of the Company formulated from time to time. Absence for a continuous period of six days without prior approval of your superior (including overstay of leave / training), would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary.

7. Transferability

The Management may transfer you for work at any of the Company's or its affiliates' (including any other company where the Company has an interest) offices, existing or to be opened in future in India or abroad , at the Management's discretion as it may consider necessary from time to time. In such case, you will abide by the responsibilities expressly communicated and shall follow rules and regulations of such company.

The aforesaid will not give you any right to claim employment in any affiliate or demand for a common seniority with the employee of the affiliate.

8. Role & Responsibility

The Management may change your role & responsibility for work, at its discretion as it may consider necessary from time to time. The Company works in a 24*7 environment, and accordingly your shift timings will be based on process / program requirements from time to time.

9. Adjustments:

The Company is obligated to deduct income tax at source as per provision of Income Tax Act / Rules/ other applicable laws. Accordingly, you are required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of noncompliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection.

Any balance of advance or loan taken by you from the Company or any other dues including training cost per para 6 above payable by you, shall be fully recovered from your salary, at the time of your leaving the services of the Company.

10. Notice Period

a) Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice. This, in no way, limits the Company's right to terminate your employment without notice in the event of serious misconduct which include, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also reserves the right to terminate your employment without cause, with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice.

b) If you wish to terminate your employment with the Company, you shall be required to serve minimum of **2** month's notice or pay proportionate gross salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may however, in its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.

c) On termination of employment you shall immediately:

i. Deliver to the Company or as may be directed, all Confidential Information; and
ii. Return to the Company all equipment, security keys, and other property belonging to the Company.
iii. The employee agrees that in the event of any termination of his/her employment with the employer for any reason, within one year from the date of his/her joining the Company, the employee shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout , brokerage or any other costs borne by the Company for the employee towards additional benefits. Employee agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the employee post termination in addition to its rights to proceed with recovery claims against such employee if the amount is not fully recovered when due at the cost of the employee.

11. Non-Solicitation of Clients and Employees; Non-compete

(a) You agree that you will not at any time during your employment with the Company and the Restraint Period (i.e., the period of 12 months from the date of termination of your employment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause or in breach of the Employment Agreement)):

i). Either individually or through any person/ company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company;

Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during 12 months prior to the termination of your employment.

ii). Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i) and (ii) of this clause.

(b) In addition to clause 4 of this Appointment Letter, you agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in direct or indirect competition with the Company (including all the affiliates of the Company and the entities in the Ibibo group), whether individually or in a company, firm, sole proprietorship or other entity which includes but is not restricted to the entities owning Yatra.com, Oyo Rooms, Skyscanner, Kayak, Cleartrip, Cox and Kings, Thomas Cook, Expedia, Booking.com, Agoda.com, Priceline.com, Travelocity.com, PAYTM, Viaworld.in (Flightraja), Travelguru, Orbitz.com, Ctrip.com, Airbnb, SOTC, TUI India and their affiliates, for a period of 12 months from the termination of employment with the Company.

The employee agrees to pay to the Company a penalty equal to six months' gross salary amount calculated on the basis of last drawn salary in the Company in case of any violation of the above clauses 11 (a) and 11 (b). This is without prejudice to the rights of the Company to seek specific performance and compliance of these clauses by the employee, in addition to claiming any further damages incurred or likely to be incurred by the Company due to violation of the above clauses by the Employee.

(c) You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this covenant by the Company are waived by you.

12. Intellectual Property

(a) You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and / or modified in any manner by you during the course of your employment is, and will remain, the sole and exclusive property of the Company at all times during your employment and following termination.

(b) You agree that you will inform the Company of any inventions, designs, improvements or developments relating to the business of the Company of which you become aware of during your employment, whether or not they are necessarily developed by you. You agree to assist the Company to obtain any patent, trademark or design registrations to give the Company title to the invention, design, improvement or development.

(c) You agree and assure that during the term of your employment, to the maximum extent permitted by law, all intellectual property including copyrights, design rights, trade marks obtained by you individually or on behalf of the Company in relation to the work carried on, discovered, invented designed and / or authored by you (hereinafter referred to as ("Intellectual Properties") as an employee of the Company during the term of your employment shall be owned by the Company and you shall not have any right, in relation to the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company and you shall not lay claim on any such Intellectual Properties during the term of your employment and after termination of your employment.

(d) You agree that you hereby assign all your right, title and interest to, and in, any property relating to the business of the Company (whether tangible or intangible) which is created during your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment, at the cost of the Company.

13. Representations, Warranties & Code of Conduct

By signing this letter, you are representing to the Company that

(a) Your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

(b) You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company,or participate in recruiting or staffing efforts on behalf of the Company.

(c) For the purpose of performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary and trade secret information obtained as a result of any prior employment of yours. Unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, this provision should be regarded as this Company's instruction for you not to do so.

(d) You have provided the Company with full and accurate documentation of your last drawn compensation. The information about yourself which you will provide (and/ or have provided) as per Annexure 1 is true, accurate and complete, and you haven't refrained from disclosing any other relevant information which is material in this context.

(e) Company has its Code of Conduct Policy which covers obligations of employees during the course of employment and even after the cessation of services. The code of conduct policy is available on company portal and an employee is expected to adhere by the same. Any violation of Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the employment.

14. Breach of the terms

(a) You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the Company and its business.

(b) You unconditionally agree that, in case of a breach by you of any of the terms of this employment letter, the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under law against you and / or (b) recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.

15. General

(a) This agreement constitutes the entire agreement between you and the Company with respect to your employment and cancels and supersedes any prior understandings and agreements between you and the Company hereto with respect to your employment. It may not be altered without written agreement signed by you and the Company.

(b) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitablyamended in such a way as to obey the respective legal provision, and shall then be applicable to this Agreement in such amended form, content and spirit.

(c) You shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the Company may, at any time, reasonably require for effectively carrying out or better evidencing or perfecting the full intent and meaning of this Agreement.
(d) This Agreement will be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of Courts in New Delhi.
(e) You would be required to submit the documents as per Annexure - I at the time of joining. This offer is contingent upon the satisfactory completion of background investigations including employment history and personal references.

We look forward to having you contribute to our business growth and wish you all the best in your new assignment. Please return us a signed copy of this letter as a token of your acceptance to the above offer on or before **02/04/2019** as this date represents the expiration of this offer.

In the meantime, do not hesitate to call us, if you have any questions.

Yours truly,
For Ibibo Group Private Limited

Received and Accepted

Rachita Chaturvedi

Asha Subramaniam
Senior Director – Human Resources

Annexure - I
(Joining Documents Checklist)

You are requested to get with you the following documents, as applicable, on the day of joining to enable us to complete your joining formalities:

1) A copy of accepted appointment Letter
2) 2 passport size photographs
3) PAN number & photocopy of PAN card (mandatory)
4) PF account number and PF trust address (whether with the commissioner or private trust) from your previous employer
5) One copy of each of the following
a) Your professional and academic qualification certificate(s) - 10th standard onwards
b) Work experience certificate(s) from previous employer(s)
c) Relieving letters / accepted copy of resignation letter from the last two employers
d) Details of your last revised compensation e.g., your last pay slip
6) Form 16 from your previous employer / salary certificate

You will also need to open a salary account with such bank as the Company may direct you for the transfer of your salary, unless you already have an account with such bank. It shall be your responsibility to provide the account number and details of salary account to the Finance & Accounts department before the 25th day of the month of your joining unless you are joining on or after 25th day of the month, in which case, you shall be required to provide these details by 25th day of the month immediately succeeding the month of joining.

Please note that your joining formalities will not be completed / your pay will not be processed in case you do not handover all your credentials / documents mentioned above.

Annexure –II
(Compensation Structure)

Particulars	Descriptions	Monthly Amount (INR)	Annual Amount (INR)
Basic Salary	40% of Total Compensation	18,300	2,19,600
HRA	50% of Basic Salary	9,150	1,09,800
Special Allowance	Balancing figure	13,699	1,64,385
LTA	LTA is equivalent to one month basic salary, upto maximum of INR 50,000 per annum. LTA can be availed as per policy guidelines only	1,525	18,300
Base Salary (A)		**42,674**	**5,12,085**
Provident Fund	12% of Basic Salary	2,196	26,352
Gratuity	4.81% of Basic Salary	880	10,563
Retirals (B)			**36,915**
Total Fixed Compensation (A+B)			**5,49,000**
Performance Variable Pay (C)	You will be eligible for the variable pay which shall be disbursed as per the policy. Components for deciding variable payout would be at the discretion of the management		**61,000**
Total Compensation (A+B+C)			**6,10,000**

Annexure –III
(Benefits)

The following elements are included in the compensation package stated above:

1. **Provident Fund**– You will be covered under the Employee's Provident Fund (EPF) scheme 1952 wherein, the Company will contribute towards PF at the statutory rate as defined by the EPF Scheme 1952. Your contribution and the company's contribution have been included as a part of the abovementioned compensation. Employee's contribution towards PF will be made from the monthly salary.
2. **Gratuity**– Upon cessation of employment after completion of continuous service of at least five (5) years with the company, you will be eligible for gratuity as per the Payment of Gratuity Act 1972.

As an employee of the company, you shall be entitled to the following benefits subject to any changes:

1. **Insurance – The employee shall be eligible for below mentioned insurances during the employment:**

a) **Group Medical Insurance**- In accordance with the Company's policy, the Group Medical Insurance provides medical coverage for self, spouse, two dependent children & two dependent parents or parents in law for sum insured of INR 4,00,000 for which the company shall be contributing an annual premium of INR 12,460. Please refer to company policy for more details.

b) **Accident Insurance**–You shall be covered under the Personal Accident Insurance Policy held by the company. The insurance amount shall be two times of your total compensation for which the company shall be contributing an annual premium of INR 517. Please refer to company policy for other details.

c) **Life Insurance**– You shall be covered under the Life Insurance Policy held by the company. The insurance amount shall be two times of your total compensation for which the company shall be contributing an annual premium of INR 1,200. Please refer to company policy for more details.

2. **Annual Executive Health Check -** Annual health checkup upto value of INR 5,500 is applicable for employees above the age of 35 years across all levels.

3. **Mobile Usage Reimbursement**– Employees may claim reimbursement for the usage of mobile for official purposes as per below entitlements

Functions	Sales	Non Sales
L Team	On Actuals	On Actuals
Vice President & Sr. Vice President	Rs 3,500	Rs 3,000
Associate Director to Senior Director	Rs 2,500	Rs 2,000
Deputy Manager to Senior Manager	Rs 1,500	Rs 1,000
Assistant Manager and below	Rs 1,000	Rs 750

Refer to the policy for other details.

For Ibibo Group Pvt. Ltd.

Asha Subramaniam
Senior Director – Human Resources

monster

QUESS
DELIVERING GROWTH

Ms. Akshita Dhingra
H.No.11/2, Nehru Enclave, East Kalkaji Extension, Aali, South
Delhi.
Delhi
110019

Date: 14.03.2019

Dear Ms. Akshita Dhingra,

Sub: Offer of Appointment

We are pleased to offer you the role of Senior Account Manager in Telesales - SEA at L7 in our Monster Business based at Hyderabad.

You will be paid emoluments as per the enclosed annexure. The detailed appointment letter will be issued to you at the time of your joining the organization.

You will be required to join us on or before 25 Mar 2019. Kindly sign a copy of this letter in acceptance of the offer and return the same for our records

The above offer of employment is valid and open for a period of 3 days from the date of issue, after which it will be deemed to be automatically withdrawn if not accepted within the mentioned period.

You are required to bring the following documents at the time of your joining;

1. 6 Passport Size Photographs
2. All Educational Certificates
3. Experience & Relieving Letters of previous employer
4. Last 3 months pay slips/last 3 months bank statements
5. Address & ID Proof (Driving license, Voters ID, Passport copy, Aadhar card)
6. PAN card
7. Cancelled cheque or passbook copy

We look forward to you joining our organization and to a mutually beneficial association. This offer is subject to suitable reference checks and document verification.

Yours Sincerely,
For **Quess Corp Limited**

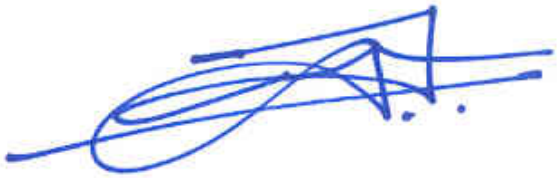

Jays Chandy
Vice President - HR

Annexure I

Compensation Break up with effective from 25 Mar 2019		
Name	Ms. Akshita Dhingra	
Designation	Senior Account Manager	
Location	Hyderabad	
Level	L7	
Vertical	Monster	
Sub Vertical	Telesales - SEA	
CTC PA	Rs.400008/-	
	Monthly	Annual
A		
Basic	13334	160008
HRA	6667	80004
Statutory Bonus	821	9852
Special Allowance	10411	124932
Gross Salary	31233	374796
B		
Employers Contribution - PF	1601	19212
Sub Total	1601	19212
C		
Flexi Benefit	500	6000
Flexi Benefit - Total	500	6000
Total Fixed CTC (A+B+C)	33334	400008
D		
Target Variable Compensation**		200004
On Target compensation (A+B+C+D)		600012

** Target Variable Compensation would be based on actual performance and prevailing company policy. The company reserves its right to change your variable pay percentage at its sole discretion. and the Employee shall not have any right whatsoever to have any claim, either in law or equity, in respect of without any explicit reservation as to its voluntary nature.

** Flexi Benefit Plan are flexible. This list implies the maximum amount that can be taken from each component along with the total amount allocated to each component under Flexi Benefit Plan. If you choose 'Flexi Benefit Plan' as taxable component it will be taxed accordingly and paid to you in the same month as Additional Special Allowance.

**You may be eligible for an incentive pay/performance based variable pay ("Variable Pay") subject to organization , business and/ or individual performance or any incentive program/ policies that may be in place. The frequency of this Variable Pay / Incentive may be Annual (end of each financial year), Bi-Annual, Quarterly or Monthly according to business requirements/mutually pre-agreed terms and conditions. Please note that it is mandatory that you should be on the active rolls (ie not resigned) of the organization on the date of the pay out to receive the same.

Yours Sincerely,
For **Quess Corp Limited**

Jays Chandy
Vice President - HR

Monster.com(India) Pvt. Ltd.
1st floor, Block-D, Plot 61, Chimes, Sector-44, Gurgon - 122 002
Tel:0124-4682200
www.monsterindia.com

monster

QUESS
DELIVERING GROWTH

Ms. Jashleen Chhabra
H.No.: F-1, Priyadarshini Nagar, Near Matra-Pitra Chhaya
Apartment, Raipur.
Chhattisgarh
492001

Date: 14.03.2019

Dear Ms. Jashleen Chhabra,

Sub: Offer of Appointment

We are pleased to offer you the role of Senior Account Manager in Telesales - SEA at L7 in our Monster Business based at Hyderabad.

You will be paid emoluments as per the enclosed annexure. The detailed appointment letter will be issued to you at the time of your joining the organization.

You will be required to join us on or before 18 Mar 2019. Kindly sign a copy of this letter in acceptance of the offer and return the same for our records

The above offer of employment is valid and open for a period of 3 days from the date of issue, after which it will be deemed to be automatically withdrawn if not accepted within the mentioned period.

You are required to bring the following documents at the time of your joining;

1. 6 Passport Size Photographs
2. All Educational Certificates
3. Experience & Relieving Letters of previous employer
4. Last 3 months pay slips/last 3 months bank statements
5. Address & ID Proof (Driving license, Voters ID, Passport copy, Aadhar card)
6. PAN card
7. Cancelled cheque or passbook copy

We look forward to you joining our organization and to a mutually beneficial association. This offer is subject to suitable reference checks and document verification.

Yours Sincerely,
For **Quess Corp Limited**

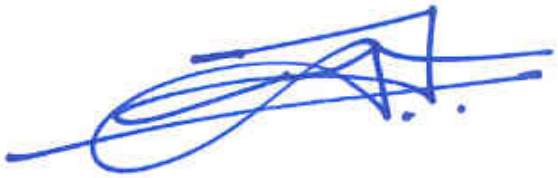

Jays Chandy
Vice President - HR

Annexure I

Compensation Break up with effective from 18 Mar 2019		
Name	Ms. Jashleen Chhabra	
Designation	Senior Account Manager	
Location	Hyderabad	
Level	L7	
Vertical	Monster	
Sub Vertical	Telesales - SEA	
CTC PA	Rs.400008/-	
	Monthly	Annual
A		
Basic	13334	160008
HRA	6667	80004
Statutory Bonus	821	9852
Special Allowance	10411	124932
Gross Salary	31233	374796
B		
Employers Contribution - PF	1601	19212
Sub Total	1601	19212
C		
Flexi Benefit	500	6000
Flexi Benefit - Total	500	6000
Total Fixed CTC (A+B+C)	33334	400008
D		
Target Variable Compensation**		200004
On Target compensation (A+B+C+D)		600012

** Target Variable Compensation would be based on actual performance and prevailing company policy. The company reserves its right to change your variable pay percentage at its sole discretion. and the Employee shall not have any right whatsoever to have any claim, either in law or equity, in respect of without any explicit reservation as to its voluntary nature.

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Yours Sincerely,
For **Quess Corp Limited**

Jashleen

Jays Chandy
Vice President - HR

Monster.com(India) Pvt. Ltd.
1st floor, Block-D, Plot 61, Chimes, Sector-44, Gurgon - 122 002
Tel:0124-4682200
www.monsterindia.com

01/31/2019

Kartik Sablok
C-51,Vishal Residency, Ramdevnagar Road Satellite , Ahemdabad , Gujarat - 380015

Dear Kartik ,

Subject: Appointment letter for the position of **Senior Business Development Manager.**

We are pleased to offer you the position of **Senior Business Development Manager** with Ibibo Group Private Limited. For all internal references, your level will be considered as **Senior Executive**.You are required to join work on or before **02/18/2019.**You shall be a part of the **Hotel Supply** department, based at **Gurgaon** initially and shall be governed by the terms and conditions of this document ('Appointment Letter' or 'Agreement'). As a part of the new hire Orientation/Induction program, please report to the Headoffice in Gurgaon at 10 AM on your date of joining.

1. Compensation

You will be paid the remuneration as per enclosed annexure(s). The structure of remuneration is subject to change by the management of the Company (the Management) from time to time. All payments will be subject to deduction of tax at source, as applicable.

2. Professional Commitment

You will be governed by the rules, regulations and other policies of the Company as may be applicable, enforced, amended or altered from time to time by the Company during the course of your employment.
You are required to comply with the above rules, regulations and other policies of the Company, which shall be communicated to you upon you joining of the Company. These include those related to non-discrimination, sexual harassment, confidentiality and non-disclosure, board memberships and inside information. Such rules, regulations and other policies shall be available with the HR department and you are expected to keep yourself apprised of the same from time to time. Also, such rules, regulations and other policies shall always be deemed to be an integral part of the Agreement.

3. Confidentiality

During your employment you will have access to confidential Company, shareholder, related and affiliated entities and client information (collectively "Confidential Information"). Confidential Information shall include any information concerning or relating to the Company or the business of the Company, including trade secrets, secret formulae, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information, customer and supplier names, correspondence, negotiations and / or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the Company in the future may indicate as confidential, or which may be deemed confidential by its nature. It is a condition of your employment not to disclose, directly or indirectly, to any person or persons,

any Confidential Information or proprietary information or information relating to the affairs of the Company or any related or affiliated entityor client which is commercially sensitive or the disclosure of which would adversely affect the Company, its shareholders, related or affiliated entities and / or the Company's clients. This obligation survives the termination of your employment with the Company.

4. Alternative Employment

You are restricted from accepting any other employment or carry on any other commercial activity while employed with the Company,without our prior specific written approval.

While employed with the Company, you shall not perform such work or provide such services to any person or entity, directly or indirectly, (including as employee, independent contractor, consultant, principal, agent, director, joint venture, partner, trustee, beneficiary), where such work or services are similar to those provided by you to the Company.

You shall not either directly or indirectly engage with any of the suppliers, service providers of the Company or earn any separate profit or interest from them. You are also prohibited to receive any kind of benefit in cash or kind directly or indirectly from any of the vendors / service providers, customers or any other person who were dealing with the Company.

5. Training

As applicable, you will be imparted initial training on your joining. The company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training period. There would be periodic tests and examinations during the training and you will be required to pass all such exams in line with Company's norms. You will not be allowed to start any work on any of the Company's work processes in case of your failure in the training program or in any of the examinations therein.

It is understood and agreed that your services can be discontinued without notice, in case of failure to complete your training or any examination related to the same.

You acknowledge that during the term of your employment, you shall be provided other trainings as may be required from time to time.
In case you decide to terminate your services within one year of undertaking such training program, you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs.

6. Leave Entitlement

Your leave entitlement shall be as per the policy(ies) of the Company formulated from time to time. Absence for a continuous period of six days without prior approval of your superior (including overstay of leave / training), would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary.

7. Transferability

The Management may transfer you for work at any of the Company's or its affiliates' (including any other company where the Company has an interest) offices, existing or to be opened in future in India or abroad , at the Management's discretion as it may consider necessary from time to time. In such case, you will abide by the responsibilities expressly communicated and shall follow rules and regulations of such company.

The aforesaid will not give you any right to claim employment in any affiliate or demand for a common seniority with the employee of the affiliate.

8. Role & Responsibility

The Management may change your role & responsibility for work, at its discretion as it may consider necessary from time to time. The Company works in a 24*7 environment, and accordingly your shift timings will be based on process / program requirements from time to time.

9. Adjustments:

The Company is obligated to deduct income tax at source as per provision of Income Tax Act / Rules/ other applicable laws. Accordingly, you are required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of noncompliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection.

Any balance of advance or loan taken by you from the Company or any other dues including training cost per para 6 above payable by you, shall be fully recovered from your salary, at the time of your leaving the services of the Company.

10. Notice Period

a) Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice. This, in no way, limits the Company's right to terminate your employment without notice in the event of serious misconduct which include, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also reserves the right to terminate your employment without cause, with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice.

b) If you wish to terminate your employment with the Company, you shall be required to serve minimum of **2** month's notice or pay proportionate gross salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may however, in its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.

c) On termination of employment you shall immediately:

i. Deliver to the Company or as may be directed, all Confidential Information; and
ii. Return to the Company all equipment, security keys, and other property belonging to the Company.
iii. The employee agrees that in the event of any termination of his/her employment with the employer for any reason, within one year from the date of his/her joining the Company, the employee shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout , brokerage or any other costs borne by the Company for the employee towards additional benefits. Employee agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the employee post termination in addition to its rights to proceed with recovery claims against such employee if the amount is not fully recovered when due at the cost of the employee.

11. Non-Solicitation of Clients and Employees; Non-compete

(a) You agree that you will not at any time during your employment with the Company and the Restraint Period (i.e., the period of 12 months from the date of termination of your employment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause or in breach of the Employment Agreement)):

i). Either individually or through any person/ company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company;

Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during 12 months prior to the termination of your employment.

ii). Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i) and (ii) of this clause.

(b) In addition to clause 4 of this Appointment Letter, you agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in direct or indirect competition with the Company (including all the affiliates of the Company and the entities in the Ibibo group), whether individually or in a company, firm, sole proprietorship or other entity which includes but is not restricted to the entities owning Yatra.com, Oyo Rooms, Skyscanner, Kayak, Cleartrip, Cox and Kings, Thomas Cook, Expedia, Booking.com, Agoda.com, Priceline.com, Travelocity.com, PAYTM, Viaworld.in (Flightraja), Travelguru, Orbitz.com, Ctrip.com, Airbnb, SOTC, TUI India and their affiliates, for a period of 12 months from the termination of employment with the Company.

The employee agrees to pay to the Company a penalty equal to six months' gross salary amount calculated on the basis of last drawn salary in the Company in case of any violation of the above clauses 11 (a) and 11 (b). This is without prejudice to the rights of the Company to seek specific performance and compliance of these clauses by the employee, in addition to claiming any further damages incurred or likely to be incurred by the Company due to violation of the above clauses by the Employee.

(c) You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this covenant by the Company are waived by you.

12. Intellectual Property

(a) You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and / or modified in any manner by you during the course of your employment is, and will remain, the sole and exclusive property of the Company at all times during your employment and following termination.

(b) You agree that you will inform the Company of any inventions, designs, improvements or developments relating to the business of the Company of which you become aware of during your employment, whether or not they are necessarily developed by you. You agree to assist the Company to obtain any patent, trademark or design registrations to give the Company title to the invention, design, improvement or development.

(c) You agree and assure that during the term of your employment, to the maximum extent permitted by law, all intellectual property including copyrights, design rights, trade marks obtained by you individually or on behalf of the Company in relation to the work carried on, discovered, invented designed and / or authored by you (hereinafter referred to as ("Intellectual Properties") as an employee of the Company during the term of your employment shall be owned by the Company and you shall not have any right, in relation to the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company and you shall not lay claim on any such Intellectual Properties during the term of your employment and after termination of your employment.

(d) You agree that you hereby assign all your right, title and interest to, and in, any property relating to the business of the Company (whether tangible or intangible) which is created during your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment, at the cost of the Company.

13. Representations, Warranties & Code of Conduct

By signing this letter, you are representing to the Company that

(a) Your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

(b) You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company,or participate in recruiting or staffing efforts on behalf of the Company.

(c) For the purpose of performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary and trade secret information obtained as a result of any prior employment of yours. Unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, this provision should be regarded as this Company's instruction for you not to do so.

(d) You have provided the Company with full and accurate documentation of your last drawn compensation. The information about yourself which you will provide (and/ or have provided) as per Annexure 1 is true, accurate and complete, and you haven't refrained from disclosing any other relevant information which is material in this context.

(e) Company has its Code of Conduct Policy which covers obligations of employees during the course of employment and even after the cessation of services. The code of conduct policy is available on company portal and an employee is expected to adhere by the same. Any violation of Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the employment.

14. Breach of the terms

(a) You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the Company and its business.

(b) You unconditionally agree that, in case of a breach by you of any of the terms of this employment letter, the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under law against you and / or (b) recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.

15. General

(a) This agreement constitutes the entire agreement between you and the Company with respect to your employment and cancels and supersedes any prior understandings and agreements between you and the Company hereto with respect to your employment. It may not be altered without written agreement signed by you and the Company.

(b) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitablyamended in such a way as to obey the respective legal provision, and shall then be applicable to this Agreement in such amended form, content and spirit.

(c) You shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the Company may, at any time, reasonably require for effectively carrying out or better evidencing or perfecting the full intent and meaning of this Agreement.
(d) This Agreement will be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of Courts in New Delhi.
(e) You would be required to submit the documents as per Annexure - I at the time of joining. This offer is contingent upon the satisfactory completion of background investigations including employment history and personal references.

We look forward to having you contribute to our business growth and wish you all the best in your new assignment. Please return us a signed copy of this letter as a token of your acceptance to the above offer on or before **02/04/2019** as this date represents the expiration of this offer.

In the meantime, do not hesitate to call us, if you have any questions.

Yours truly,
For Ibibo Group Private Limited

Received and Accepted

Kartik Sablok

Asha Subramaniam
Senior Director – Human Resources

Annexure - I
(Joining Documents Checklist)

You are requested to get with you the following documents, as applicable, on the day of joining to enable us to complete your joining formalities:

1) A copy of accepted appointment Letter
2) 2 passport size photographs
3) PAN number & photocopy of PAN card (mandatory)
4) PF account number and PF trust address (whether with the commissioner or private trust) from your previous employer
5) One copy of each of the following
a) Your professional and academic qualification certificate(s) - 10th standard onwards
b) Work experience certificate(s) from previous employer(s)
c) Relieving letters / accepted copy of resignation letter from the last two employers
d) Details of your last revised compensation e.g., your last pay slip
6) Form 16 from your previous employer / salary certificate

You will also need to open a salary account with such bank as the Company may direct you for the transfer of your salary, unless you already have an account with such bank. It shall be your responsibility to provide the account number and details of salary account to the Finance & Accounts department before the 25th day of the month of your joining unless you are joining on or after 25th day of the month, in which case, you shall be required to provide these details by 25th day of the month immediately succeeding the month of joining.

Please note that your joining formalities will not be completed / your pay will not be processed in case you do not handover all your credentials / documents mentioned above.

Annexure –II
(Compensation Structure)

Particulars	Descriptions	Monthly Amount (INR)	Annual Amount (INR)
Basic Salary	40% of Total Compensation	18,300	2,19,600
HRA	50% of Basic Salary	9,150	1,09,800
Special Allowance	Balancing figure	13,699	1,64,385
LTA	LTA is equivalent to one month basic salary, upto maximum of INR 50,000 per annum. LTA can be availed as per policy guidelines only	1,525	18,300
Base Salary (A)		**42,674**	**5,12,085**
Provident Fund	12% of Basic Salary	2,196	26,352
Gratuity	4.81% of Basic Salary	880	10,563
Retirals (B)			**36,915**
Total Fixed Compensation (A+B)			**5,49,000**
Performance Variable Pay (C)	You will be eligible for the variable pay which shall be disbursed as per the policy. Components for deciding variable payout would be at the discretion of the management		**61,000**
Total Compensation (A+B+C)			**6,10,000**

Annexure –III
(Benefits)

The following elements are included in the compensation package stated above:

1. **Provident Fund**– You will be covered under the Employee's Provident Fund (EPF) scheme 1952 wherein, the Company will contribute towards PF at the statutory rate as defined by the EPF Scheme 1952. Your contribution and the company's contribution have been included as a part of the abovementioned compensation. Employee's contribution towards PF will be made from the monthly salary.
2. **Gratuity**– Upon cessation of employment after completion of continuous service of at least five (5) years with the company, you will be eligible for gratuity as per the Payment of Gratuity Act 1972.

As an employee of the company, you shall be entitled to the following benefits subject to any changes:

1. Insurance – The employee shall be eligible for below mentioned insurances during the employment:

a) **Group Medical Insurance**- In accordance with the Company's policy, the Group Medical Insurance provides medical coverage for self, spouse, two dependent children for a sum insured of INR 4,00,000 (two dependent parents or parents in law for sum insured restricted to INR 3,00,000) for which the company shall be contributing an annual premium of INR 13,660. Please refer to company policy for more details.

b) **Accident Insurance**–You shall be covered under the Personal Accident Insurance Policy held by the company. The insurance amount shall be two times of your total compensation for which the company shall be contributing an annual premium of INR 830. Please refer to company policy for other details.

c) **Life Insurance**– You shall be covered under the Life Insurance Policy held by the company. The insurance amount shall be two times of your total compensation with a minimum sum insured of INR 10,00,000 for which the company shall be contributing an annual premium of INR 2,000. Please refer to company policy for more details.

2. **Annual Executive Health Check -** Annual health checkup upto value of INR 6,500 is applicable for employees above the age of 35 years across all levels.

3. **Mobile Usage Reimbursement**– Employees may claim reimbursement for the usage of mobile for official purposes as per below entitlements

Functions	Sales	Non Sales
L Team	On Actuals	On Actuals
Vice President & Sr. Vice President	Rs 3,500	Rs 3,000
Associate Director to Senior Director	Rs 2,500	Rs 2,000
Deputy Manager to Senior Manager	Rs 1,500	Rs 1,000
Assistant Manager and below	Rs 1,000	Rs 750

Refer to the policy for other details.

For Ibibo Group Pvt. Ltd.

Asha Subramaniam
Senior Director – Human Resources

monster

QUESS
DELIVERING GROWTH

Ms. Malvika Singh

Date: 28.03.2019

P-902, Sispal Vihar, Sohna Road, Near Nines Mall, Sector-49,
South City-II, Gurgaon.
Haryana
122018

Dear Ms. Malvika Singh,

Sub: Offer of Appointment

We are pleased to offer you the role of Senior Account Manager in Telesales - SEA at L7 in our Monster Business based at Hyderabad.

You will be paid emoluments as per the enclosed annexure. The detailed appointment letter will be issued to you at the time of your joining the organization.

You will be required to join us on or before 15 Apr 2019. Kindly sign a copy of this letter in acceptance of the offer and return the same for our records

The above offer of employment is valid and open for a period of 3 days from the date of issue, after which it will be deemed to be automatically withdrawn if not accepted within the mentioned period.

You are required to bring the following documents at the time of your joining;

1. 6 Passport Size Photographs
2. All Educational Certificates
3. Experience & Relieving Letters of previous employer
4. Last 3 months pay slips/last 3 months bank statements
5. Address & ID Proof (Driving license, Voters ID, Passport copy, Aadhar card)
6. PAN card
7. Cancelled cheque or passbook copy

We look forward to you joining our organization and to a mutually beneficial association. This offer is subject to suitable reference checks and document verification.

Yours Sincerely,
For **Quess Corp Limited**

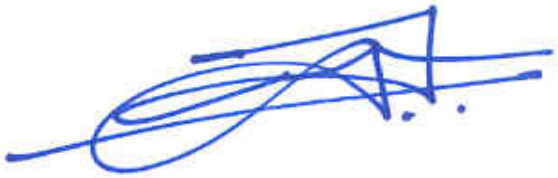

Jays Chandy
Vice President - HR

Annexure I

Compensation Break up with effective from 15 Apr 2019		
Name	Ms. Malvika Singh	
Designation	Senior Account Manager	
Location	Hyderabad	
Level	L7	
Vertical	Monster	
Sub Vertical	Telesales - SEA	
CTC PA	Rs.400008/-	
	Monthly	Annual
A		
Basic	13334	160008
HRA	6667	80004
Statutory Bonus	821	9852
Special Allowance	10411	124932
Gross Salary	31233	374796
B		
Employers Contribution - PF	1601	19212
Sub Total	1601	19212
C		
Flexi Benefit	500	6000
Flexi Benefit - Total	500	6000
Total Fixed CTC (A+B+C)	33334	400008
D		
Target Variable Compensation**		200004
On Target compensation (A+B+C+D)		600012

** Target Variable Compensation would be based on actual performance and prevailing company policy. The company reserves its right to change your variable pay percentage at its sole discretion. and the Employee shall not have any right whatsoever to have any claim, either in law or equity, in respect of without any explicit reservation as to its voluntary nature.

** Flexi Benefit Plan are flexible. This list implies the maximum amount that can be taken from each component along with the total amount allocated to each component under Flexi Benefit Plan. If you choose 'Flexi Benefit Plan' as taxable component it will be taxed accordingly and paid to you in the same month as Additional Special Allowance.

**You may be eligible for an incentive pay/performance based variable pay ("Variable Pay") subject to organization , business and/ or individual performance or any incentive program/ policies that may be in place. The frequency of this Variable Pay / Incentive may be Annual (end of each financial year), Bi-Annual, Quarterly or Monthly according to business requirements/mutually pre-agreed terms and conditions. Please note that it is mandatory that you should be on the active rolls (ie not resigned) of the organization on the date of the pay out to receive the same.

Yours Sincerely,
For **Quess Corp Limited**

Jays Chandy
Vice President - HR

Monster.com(India) Pvt. Ltd.
1st floor, Block-D, Plot 61, Chimes, Sector-44, Gurgon - 122 002
Tel:0124-4682200
www.monsterindia.com

01/31/2019

Gaurav Dhar Sharma

Quarter no 299/1/B Balco Nagar, Korba Chhattisgarh - 495684

Dear **Gaurav**,

Subject: Appointment letter for the position of **Senior Business Development Manager**

We are pleased to offer you the position of **Senior Business Development Manager** with Ibibo Group Private Limited. For all internal references, your level will be considered as **Senior Executive**.You are required to join work on or before **02/18/2019.**You shall be a part of the **Hotel Supply** department, based at **Gurgaon** initially and shall be governed by the terms and conditions of this document ('Appointment Letter' or 'Agreement'). As a part of the new hire Orientation/Induction program, please report to the Headoffice in Gurgaon at 10 AM on your date of joining.

1. Compensation

You will be paid the remuneration as per enclosed annexure(s). The structure of remuneration is subject to change by the management of the Company (the Management) from time to time. All payments will be subject to deduction of tax at source, as applicable.

2. Professional Commitment

You will be governed by the rules, regulations and other policies of the Company as may be applicable, enforced, amended or altered from time to time by the Company during the course of your employment.
You are required to comply with the above rules, regulations and other policies of the Company, which shall be communicated to you upon you joining of the Company. These include those related to non-discrimination, sexual harassment, confidentiality and non-disclosure, board memberships and inside information. Such rules, regulations and other policies shall be available with the HR department and you are expected to keep yourself apprised of the same from time to time. Also, such rules, regulations and other policies shall always be deemed to be an integral part of the Agreement.

3. Confidentiality

During your employment you will have access to confidential Company, shareholder, related and affiliated entities and client information (collectively "Confidential Information"). Confidential Information shall include any information concerning or relating to the Company or the business of the Company, including trade secrets, secret formulae, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information, customer and supplier names, correspondence, negotiations and / or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the Company in the future may indicate as confidential, or which may be deemed confidential by its nature. It is a condition of your employment not to disclose, directly or indirectly, to any person or persons,

any Confidential Information or proprietary information or information relating to the affairs of the Company or any related or affiliated entityor client which is commercially sensitive or the disclosure of which would adversely affect the Company, its shareholders, related or affiliated entities and / or the Company's clients. This obligation survives the termination of your employment with the Company.

4. Alternative Employment

You are restricted from accepting any other employment or carry on any other commercial activity while employed with the Company,without our prior specific written approval.

While employed with the Company, you shall not perform such work or provide such services to any person or entity, directly or indirectly, (including as employee, independent contractor, consultant, principal, agent, director, joint venture, partner, trustee, beneficiary), where such work or services are similar to those provided by you to the Company.

You shall not either directly or indirectly engage with any of the suppliers, service providers of the Company or earn any separate profit or interest from them. You are also prohibited to receive any kind of benefit in cash or kind directly or indirectly from any of the vendors / service providers, customers or any other person who were dealing with the Company.

5. Training

As applicable, you will be imparted initial training on your joining. The company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training period. There would be periodic tests and examinations during the training and you will be required to pass all such exams in line with Company's norms. You will not be allowed to start any work on any of the Company's work processes in case of your failure in the training program or in any of the examinations therein.

It is understood and agreed that your services can be discontinued without notice, in case of failure to complete your training or any examination related to the same.

You acknowledge that during the term of your employment, you shall be provided other trainings as may be required from time to time.
In case you decide to terminate your services within one year of undertaking such training program, you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs.

6. Leave Entitlement

Your leave entitlement shall be as per the policy(ies) of the Company formulated from time to time. Absence for a continuous period of six days without prior approval of your superior (including overstay of leave / training), would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary.

7. Transferability

The Management may transfer you for work at any of the Company's or its affiliates' (including any other company where the Company has an interest) offices, existing or to be opened in future in India or abroad , at the Management's discretion as it may consider necessary from time to time. In such case, you will abide by the responsibilities expressly communicated and shall follow rules and regulations of such company.

The aforesaid will not give you any right to claim employment in any affiliate or demand for a common seniority with the employee of the affiliate.

8. Role & Responsibility

The Management may change your role & responsibility for work, at its discretion as it may consider necessary from time to time. The Company works in a 24*7 environment, and accordingly your shift timings will be based on process / program requirements from time to time.

9. Adjustments:

The Company is obligated to deduct income tax at source as per provision of Income Tax Act / Rules/ other applicable laws. Accordingly, you are required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of noncompliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection.

Any balance of advance or loan taken by you from the Company or any other dues including training cost per para 6 above payable by you, shall be fully recovered from your salary, at the time of your leaving the services of the Company.

10. Notice Period

a) Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice. This, in no way, limits the Company's right to terminate your employment without notice in the event of serious misconduct which include, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also reserves the right to terminate your employment without cause, with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice.

b) If you wish to terminate your employment with the Company, you shall be required to serve minimum of **2** month's notice or pay proportionate gross salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may however, in its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.

c) On termination of employment you shall immediately:

i. Deliver to the Company or as may be directed, all Confidential Information; and
ii. Return to the Company all equipment, security keys, and other property belonging to the Company.
iii. The employee agrees that in the event of any termination of his/her employment with the employer for any reason, within one year from the date of his/her joining the Company, the employee shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout , brokerage or any other costs borne by the Company for the employee towards additional benefits. Employee agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the employee post termination in addition to its rights to proceed with recovery claims against such employee if the amount is not fully recovered when due at the cost of the employee.

11. Non-Solicitation of Clients and Employees; Non-compete

(a) You agree that you will not at any time during your employment with the Company and the Restraint Period (i.e., the period of 12 months from the date of termination of your employment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause or in breach of the Employment Agreement)):

i). Either individually or through any person/ company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company;

Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during 12 months prior to the termination of your employment.

ii). Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i) and (ii) of this clause.

(b) In addition to clause 4 of this Appointment Letter, you agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in direct or indirect competition with the Company (including all the affiliates of the Company and the entities in the Ibibo group), whether individually or in a company, firm, sole proprietorship or other entity which includes but is not restricted to the entities owning Yatra.com, Oyo Rooms, Skyscanner, Kayak, Cleartrip, Cox and Kings, Thomas Cook, Expedia, Booking.com, Agoda.com, Priceline.com, Travelocity.com, PAYTM, Viaworld.in (Flightraja), Travelguru, Orbitz.com, Ctrip.com, Airbnb, SOTC, TUI India and their affiliates, for a period of 12 months from the termination of employment with the Company.

The employee agrees to pay to the Company a penalty equal to six months' gross salary amount calculated on the basis of last drawn salary in the Company in case of any violation of the above clauses 11 (a) and 11 (b). This is without prejudice to the rights of the Company to seek specific performance and compliance of these clauses by the employee, in addition to claiming any further damages incurred or likely to be incurred by the Company due to violation of the above clauses by the Employee.

(c) You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this covenant by the Company are waived by you.

12. Intellectual Property

(a) You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and / or modified in any manner by you during the course of your employment is, and will remain, the sole and exclusive property of the Company at all times during your employment and following termination.

(b) You agree that you will inform the Company of any inventions, designs, improvements or developments relating to the business of the Company of which you become aware of during your employment, whether or not they are necessarily developed by you. You agree to assist the Company to obtain any patent, trademark or design registrations to give the Company title to the invention, design, improvement or development.

(c) You agree and assure that during the term of your employment, to the maximum extent permitted by law, all intellectual property including copyrights, design rights, trade marks obtained by you individually or on behalf of the Company in relation to the work carried on, discovered, invented designed and / or authored by you (hereinafter referred to as ("Intellectual Properties") as an employee of the Company during the term of your employment shall be owned by the Company and you shall not have any right, in relation to the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company and you shall not lay claim on any such Intellectual Properties during the term of your employment and after termination of your employment.

(d) You agree that you hereby assign all your right, title and interest to, and in, any property relating to the business of the Company (whether tangible or intangible) which is created during your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment, at the cost of the Company.

13. Representations, Warranties & Code of Conduct

By signing this letter, you are representing to the Company that

(a) Your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

(b) You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company,or participate in recruiting or staffing efforts on behalf of the Company.

(c) For the purpose of performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary and trade secret information obtained as a result of any prior employment of yours. Unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, this provision should be regarded as this Company's instruction for you not to do so.

(d) You have provided the Company with full and accurate documentation of your last drawn compensation. The information about yourself which you will provide (and/ or have provided) as per Annexure 1 is true, accurate and complete, and you haven't refrained from disclosing any other relevant information which is material in this context.

(e) Company has its Code of Conduct Policy which covers obligations of employees during the course of employment and even after the cessation of services. The code of conduct policy is available on company portal and an employee is expected to adhere by the same. Any violation of Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the employment.

14. Breach of the terms

(a) You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the Company and its business.

(b) You unconditionally agree that, in case of a breach by you of any of the terms of this employment letter, the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under law against you and / or (b) recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.

15. General

(a) This agreement constitutes the entire agreement between you and the Company with respect to your employment and cancels and supersedes any prior understandings and agreements between you and the Company hereto with respect to your employment. It may not be altered without written agreement signed by you and the Company.

(b) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitablyamended in such a way as to obey the respective legal provision, and shall then be applicable to this Agreement in such amended form, content and spirit.

(c) You shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the Company may, at any time, reasonably require for effectively carrying out or better evidencing or perfecting the full intent and meaning of this Agreement.
(d) This Agreement will be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of Courts in New Delhi.
(e) You would be required to submit the documents as per Annexure - I at the time of joining. This offer is contingent upon the satisfactory completion of background investigations including employment history and personal references.

We look forward to having you contribute to our business growth and wish you all the best in your new assignment. Please return us a signed copy of this letter as a token of your acceptance to the above offer on or before **02/04/2019** as this date represents the expiration of this offer.

In the meantime, do not hesitate to call us, if you have any questions.

Yours truly,
For Ibibo Group Private Limited

Received and Accepted

Gaurav Dhar Sharma

Asha Subramaniam
Senior Director – Human Resources

Annexure - I
(Joining Documents Checklist)

You are requested to get with you the following documents, as applicable, on the day of joining to enable us to complete your joining formalities:

1) A copy of accepted appointment Letter
2) 2 passport size photographs
3) PAN number & photocopy of PAN card (mandatory)
4) PF account number and PF trust address (whether with the commissioner or private trust) from your previous employer
5) One copy of each of the following
a) Your professional and academic qualification certificate(s) - 10th standard onwards
b) Work experience certificate(s) from previous employer(s)
c) Relieving letters / accepted copy of resignation letter from the last two employers
d) Details of your last revised compensation e.g., your last pay slip
6) Form 16 from your previous employer / salary certificate

You will also need to open a salary account with such bank as the Company may direct you for the transfer of your salary, unless you already have an account with such bank. It shall be your responsibility to provide the account number and details of salary account to the Finance & Accounts department before the 25th day of the month of your joining unless you are joining on or after 25th day of the month, in which case, you shall be required to provide these details by 25th day of the month immediately succeeding the month of joining.

Please note that your joining formalities will not be completed / your pay will not be processed in case you do not handover all your credentials / documents mentioned above.

Annexure –II
(Compensation Structure)

Particulars	Descriptions	Monthly Amount (INR)	Annual Amount (INR)
Basic Salary	40% of Total Compensation	18,300	2,19,600
HRA	50% of Basic Salary	9,150	1,09,800
Special Allowance	Balancing figure	13,699	1,64,385
LTA	LTA is equivalent to one month basic salary, upto maximum of INR 50,000 per annum. LTA can be availed as per policy guidelines only	1,525	18,300
Base Salary (A)		**42,674**	**5,12,085**
Provident Fund	12% of Basic Salary	2,196	26,352
Gratuity	4.81% of Basic Salary	880	10,563
Retirals (B)			**36,915**
Total Fixed Compensation (A+B)			**5,49,000**
Performance Variable Pay (C)	You will be eligible for the variable pay which shall be disbursed as per the policy. Components for deciding variable payout would be at the discretion of the management		**61,000**
Total Compensation (A+B+C)			**6,10,000**

Annexure –III
(Benefits)

The following elements are included in the compensation package stated above:

1. **Provident Fund**– You will be covered under the Employee's Provident Fund (EPF) scheme 1952 wherein, the Company will contribute towards PF at the statutory rate as defined by the EPF Scheme 1952. Your contribution and the company's contribution have been included as a part of the abovementioned compensation. Employee's contribution towards PF will be made from the monthly salary.
2. **Gratuity**– Upon cessation of employment after completion of continuous service of at least five (5) years with the company, you will be eligible for gratuity as per the Payment of Gratuity Act 1972.

As an employee of the company, you shall be entitled to the following benefits subject to any changes:

1. Insurance – The employee shall be eligible for below mentioned insurances during the employment:

a) **Group Medical Insurance**- In accordance with the Company's policy, the Group Medical Insurance provides medical coverage for self, spouse, two dependent children for a sum insured of INR 4,00,000 (two dependent parents or parents in law for sum insured restricted to INR 3,00,000) for which the company shall be contributing an annual premium of INR 13,660. Please refer to company policy for more details.

b) **Accident Insurance**–You shall be covered under the Personal Accident Insurance Policy held by the company. The insurance amount shall be two times of your total compensation for which the company shall be contributing an annual premium of INR 830. Please refer to company policy for other details.

c) **Life Insurance**– You shall be covered under the Life Insurance Policy held by the company. The insurance amount shall be two times of your total compensation with a minimum sum insured of INR 10,00,000 for which the company shall be contributing an annual premium of INR 2,000. Please refer to company policy for more details.

2. **Annual Executive Health Check -** Annual health checkup upto value of INR 6,500 is applicable for employees above the age of 35 years across all levels.

3. **Mobile Usage Reimbursement**– Employees may claim reimbursement for the usage of mobile for official purposes as per below entitlements

Functions	Sales	Non Sales
L Team	On Actuals	On Actuals
Vice President & Sr. Vice President	Rs 3,500	Rs 3,000
Associate Director to Senior Director	Rs 2,500	Rs 2,000
Deputy Manager to Senior Manager	Rs 1,500	Rs 1,000
Assistant Manager and below	Rs 1,000	Rs 750

Refer to the policy for other details.

For Ibibo Group Pvt. Ltd.

Asha Subramaniam
Senior Director – Human Resources

Hyderabad

Date

Dear Shikhar Sharma,

In reference with your application and subsequent interview you had with us, we are pleased to appoint you in our organization as Research Associate

Duties: As a Research Associate, your responsibilities include but are not limited to

- Conducting primary and secondary research to create market insights reports.
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Salary: Your total CTC will be 540, 000/- (Five Lakh Forty Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company and/or amended hereafter

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) – 3,00 000(INR) (Inclusive of Maternity Benefit of 50,000 INR)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA)

Whilst employed by the company, you need to be aware of the company policies and procedures and commit to abide by the same. Please sign on each page in acceptance of the terms and conditions in the Employment Contract (provided as annexures) and return a copy of this letter

We welcome you to Mordor Intelligence and hope we will have a successful and happy association

Bharadwaj Obula Reddy Chief Executive Officer | Mordor Intelligence LLP reddy@mordorintelligence.com | +1 617-765-2493	Signature of Employee (As acceptance)

Compensation details are as below

	Monthly	Annually
Basic	18,751	225,012
HRA	7,500	90,000
Standard Deduction	3,333	40,000
Special Allowance	5,544	66,524
Provident Fund (Company's Contribution)	2372.0015	28,464
Monthly Pay	37,500	
Performance Bonus		60,000
Assured Bonus		30,000
CTC		540,000

* Assured Bonus will be paid out yearly.

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

Component	Maximum Limit	Remarks
Meal Allowance (Optional, will be adjusted against Special Allowance)	26400	Tax exempted, if opted for meal vouchers
Gift Coupons	5000	Tax exempted, if opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

Bharadwaj Obula Reddy Chief Executive Officer | Mordor Intelligence LLP reddy@mordorintelligence.com | +1 617-765-2493	Signature of Employee (As acceptance)

Hyderabad

Date: 26th December, 2018

Dear Aekansh Gupta,

It gives me great pleasure to inform your appointment as a **Research Analyst** at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a **Research Analyst,** your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate -> Research Analyst -> Senior Research Analyst -> Lead Analyst -> Project Lead -> Research Manager -> Senior Research Manager -> Associate Director/ Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 590, 000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Salary Package

	Monthly	Annually
Basic	20,835	250,020
HRA	8,334	100,008
Leave Travel Allowance	1,000	12,000
Standard Deduction	3,333	40,000
Special Allowance	5,529	66,349
Provident Fund (Company's Contribution)	2,636	31,628
Monthly Pay	**41,667**	
Performance Bonus		90,000
CTC		**590,000**

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

Component	Maximum Limit	Remarks
Meal Allowance (Optional, will be adjusted against Special Allowance)	26400	Tax exempted, if opted for meal vouchers
Gift Coupons	5000	Tax exempted, if opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

Bharadwaj Obula Reddy
Chief Executive Officer | Mordor Intelligence LLP
hr@mordorintelligence.com | 040-23007648

Hyderabad

Date: 28th December, 2018

Dear Ashish Sainani,

It gives me great pleasure to inform your appointment as a **Research Associate** at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a **Research Associate**, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate ->Research Analyst -> Senior Research Analyst ->Lead Analyst ->Project Lead -> Research Manager -> Senior Research Manager -> Associate Director/Director

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Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 540,000/- (Five Lakh Forty Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP
hr@mordorintelligence.com | 040-23007648

Salary Package

	Monthly	Annually
Basic	18,751	225,012
HRA	7,500	90,000
Standard Deduction	3,333	40,000
Special Allowance	5,544	66,524
Provident Fund (Company's Contribution)	2372.0015	28,464
Monthly Pay	**37,500**	
Performance Bonus		60,000
Assured Bonus		30,000
CTC		**540,000**

* Assured Bonus will be paid out yearly.
* Performance bonus will be evaluated quarterly as per the calendar year.
* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

Notes:

- Monthly professional tax deduction of Rs. 200/- shall apply.
- Investing in PF is not mandatory for your salary package. However, if you choose to opt for it, both your contribution and the company's contribution will be deducted from your monthly pay.
- Tax deduction at source (TDS) shall be deducted as necessary.

Hyderabad

Date: 18/2/19

Dear Rashi Agarwal,

In reference with your application and subsequent interview you had with us, we are pleased to appoint you in our organization as Research Analyst.

Duties: As a Research Analyst, your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls
- Assisting with recruitment to ensure we hire the right candidates for the team

Salary: Your total CTC will be 590, 000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) – 3,00,000(INR) (Inclusive of Maternity Benefit of 50,000 INR)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA)

Whilst employed by the company, you need to be aware of the company policies and procedures and commit to abide by the same. Please sign on each page in acceptance of the terms and conditions in the Employment Contract (provided as annexures) and return a copy of this letter.

We welcome you to Mordor Intelligence and hope we will have a successful and happy association.

Bharadwaj Obula Reddy Chief Executive Officer | Mordor Intelligence LLP hr@mordorintelligence.com | 040-23007648	Rashi 18/2/19 Signature of Employee (As acceptance)

Scanned by CamScanner

Compensation details are as below -

	Monthly	Annually
Basic	20,835	250,020
HRA	8,334	100,008
Leave Travel Allowance	1,000	12,000
Standard Deduction	3,333	40,000
Special Allowance	5,529	66,349
Provident Fund (Company's Contribution)	2,636	31,628
Monthly Pay	41,667	
Performance Bonus		90,000
CTC		590,000

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

Component	Maximum Limit	Remarks
Meal Allowance (Optional, will be adjusted against Special Allowance)	26400	Tax exempted, if opted for meal vouchers
Gift Coupons	5000	Tax exempted, if opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

Bharadwaj Obula Reddy Chief Executive Officer | Mordor Intelligence LLP hr@mordorintelligence.com | 040-23007648	Rashi 18/2/19. Signature of Employee (As acceptance)

Scanned by CamScanner

nephroplus
dialysis made easy

LETTER OF OFFER

HR/Corp./Off/1358/2018

To,
Mr. Adarsh,
Kottorathu Alapurathu House, Kadapra,
Pathanamthitta, Kerala 689621
Phone: +91 9910655436
E mail Id: adarshbphilip@gmail.com

3rd Nov 2018

Dear Mr. Adarsh,

Congratulations! With reference to your application and subsequent interview with us, we are pleased to offer you the position of **"Cluster Manager – Operations (TN State)"**. You will be paid an Annual consolidated CTC pay of **Rs. 6,00,008 per annum (Rupees Six Lakh and eight only)**. This includes a variable bonus of **Rs. 50,000/- (Rupees Fifty Thousand Only)** which will be paid on a yearly basis based on performance rating as decided by the management.

We would expect you to join as early as possible, but not later than **25.02.2019**, beyond which the offer would stand withdrawn, unless a new date is mutually agreed up on with us in writing.

You will be on probation for a period of **6 Months** from the date of your joining.

On the date of joining, you may please bring along the following.

1) Proof of Age & ID Proof (2 sets xerox) (Aadhar Card, voter ID, PAN card, driving license, etc)
2) Xerox copies of all Educational Certificates
3) Relieving, experience & Proof of compensation last drawn (3 Months) (if applicable)
4) 8 passport size photographs

We take this opportunity of welcoming you to the **NephroPlus** family for a long and fruitful association and invite you to participate in the enriching experience of building the organization towards greater heights of achievements.

This letter of offer is being sent in duplicate. Kindly sign the copy as a token of your acceptance of the offer.

Wish you good luck.

Yours truly,

For Nephrocare Health Services Private Limited.

Regards,

NEPHROCARE HEALTH SERVICES PVT. LTD.

Vijay Kumar V
Manager – HR

Agreed & Accepted

Annexure			
Salary Structure			
Name	**Adarsh**		
Designation	**Cluster Manager**		
Components		**Per Month (In INR.)**	**Per Annum (In INR.)**
Basic		17340	208085
House Rent Allowance		6936	83232
Standard Allowance		**3333**	40000
Special Allowance		**15741**	188893
A. Gross Salary		**43351**	**520212**
Employer Contribution			
Monthly Earned Bonus(Variable)		0	0
Provident Fund Contribution		1800	21600
ESIC Contribution		0	0
St. Bonus		683	8190
Variable Bonus			50000
B. Total		**2483**	**79796**
C. Total Cost To Company (A+ B)		**45834**	**600008**
Monthly Deductions		**Per Month (In INR.)**	
Employer's Provident Fund Contribution		1800	
Employee Provident Fund Contribution		1800	
Employer's ESIC Contribution		0	
Employee ESIC Contribution		0	
P.T.		200	As per State PT Rules
TDS		0	Based on Employee Declaration
Other Deductions		0	
D. Total Deductions		**3800**	
Net Pay (C - D)		**42034**	

1. You are Eligible for Life Insurance cover, equivalent, twice of your annual CTC salaries.
2. You would be eligible for Group Health Insurance at a premium of 457/- monthly (contributed by employee) for a 2 lakhs coverage for you, wife/Husband and max 2 Children based on your interest

Please Note that your Compensation is Personal to you and you are requested not to Share details of the same with others

Agreed & Accepted

_____

Date

_____

Hyderabad

Date: 21st December, 2018

Dear Aishwarya Shrivastava,

It gives me great pleasure to inform your appointment as a **Research Analyst** at Mordor Intelligence LLP.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a **Research Analyst,** your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate -> Research Analyst -> Senior Research Analyst -> Lead Analyst -> Project Lead -> Research Manager -> Senior Research Manager -> Associate Director/ Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Brigade Towers
Financial District, Gachibowli,
Hyderabad - 500032, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 590, 000/- (Five Lakh Ninety Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence LLP

Salary Package

	Monthly	Annually
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Monthly Pay	**41,667**	
Performance Bonus		90,000
CTC		**590,000**

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

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Bharadwaj Obula Reddy
Chief Executive Officer | Mordor Intelligence LLP
hr@mordorintelligence.com | 040-23007648

IBS ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Compensation & Allocation Confirmation | MT batch 2019

Amit Mathur <amit.mathur@newgensoft.com> Mon, Mar 18, 2019 at 5:38
To: M S Prasad <msprasad@ibsindia.org>
Cc: Alvin David <alvin@newgen.co.in>, Fahd Khan <fahd.khan@newgen.co.in>

Dear Mr. Prasad,

Please find below the Offer details of selected students for your reference and further communication:

Institution	Name of the Candidate	Allocation (Role)	Location	Salary in LPA (Gross + MAI)	Designation
IBS Hyd	Monali Satapathy	Business Analyst	Chennai	7 + 1	Business Analyst
IBS Hyd	Jahnavi Ervychetty	Business Analyst	Chennai	6.5 + 1	Business Analyst
IBS Hyd	Gopi Gridhar	Center of Excellence	Chennai	8 + 1	Sr. Executive - Products & Solutions
IBS Hyd	Sujay Bhattacharya	Product Management	Delhi	7 + 1	Business Analyst

Notes	Formal Offer Letters will be rolled out in April '19.
	Date of Joining for the entire Batch is 24-Jun-2019 at Delhi/Noida. The joining will be followed by a month long training at Delhi/Noida.
	Location and Role have been allocated based on combination of factors such as open requirements, candidates' preference and panel's assessment. However, based on reasonable Business needs, Newgen reserves the right to modify or alter the same at any time as deemed necessary.
	MAI (Minimum Assured Incentive) is applicable for only the first year of employment and would be payable quarterly in four equal instalments. It will be replaced by Performance Incentives/Commissions (depending on the Role) from second year onwards.
	Newgen will arrange travel & accommodation for the training period for candidates whose work location will be Mumbai or Chennai.

Please acknowledge this email and feel free to reach out to me in case of any query or concern.

--

Best Regards,

Amit Mathur

Lead - Employer Branding

NewGenesis - Newgen Campus Engagement Program

Newgen Software Technologies Ltd.

Ground to Third Floor, Tower E, Oxygen Business Park,

Plot No. 07, Sector – 144, SEZ Noida – 201301, UP, INDIA

Office : +91 120 6761053 | Mob. : +91 9891380636

Email : amit.mathur@newgensoft.com

Web : www.newgensoft.com

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Amit Mathur

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Email : amit.mathur@newgensoft.com

Web : www.newgensoft.com

NOVARTIS

Novartis Healthcare Private Limited.
Novartis Knowledge City
Salarpuria Sattva, Near Inorbit Mall
Hitech City, Serilingampally
Hyderabad – 500 081
Telangana,India

Phone: +91 40 6767 1000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Date: 20th November 2018

Dear Monica Daga,

Subject: Letter of Intent

We are delighted to inform you our intention to offer you the position of **Associate Analyst** in our **Novartis Business Services - Procurement** function. This position will be based at Novartis Healthcare Private Limited, Hyderabad.

You will be offered a gross annual compensation of **INR 621,000.** The gross compensation includes Basic Salary, Flexible compensation Plan, Annual Incentive and Retirals (Provident Fund & Gratuity).

The detailed offer letter with complete terms and conditions will be sent to your email address, prior to your onboarding.

We would like to inform that your offer is subject to successful completion of your current academic course prior to your onboarding date as well as satisfactory results of a reference and / or background check.

We enclose this letter in duplicate, and would be obliged if you kindly return to us the duplicate duly signed and dated by you as acceptance.

We trust this role within Novartis will go a long way in meeting your career aspirations.

Yours Sincerely,

For Novartis Healthcare Private Limited.

Authorized Signatory

For Novartis Healthcare Private Limited.

Human Resources

I MONICA DAGA hereby accept and agree to this employment offer.

Signature: Monica Daga

Date: 12/12/2018

Place: HYDERABAD

Raj Kishore Nayak <rajkishore@ibsindia.org>

Campus Invitation 2019 - IBS Bangalore !

hrd-hyd <hrd-hyd@oceansparkle.in> Sat, Dec 15, 2018 at 12:45 PM
To: rajkishore@ibsindia.org
Cc: Kumar Archit <kumar.archit@oceansparkle.in>

Dear Mr. Rajkishore,

Good Day!!

Referring to the trailing mail, Regarding CTC brake up the variable will be 12 to 15% and in the rest salary is fixed and CTC will be 5.5 Lac PA. Request you to please send the CV's of MBA-Finance of current year or the previous year who is interested at the earliest.

Thanks &Regards
S.Giridharbabu.

IBS®
ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Result of our campus visit

Kumar Archit <kumar.archit@oceansparkle.in> Fri, Dec 21, 2018 at 8:13 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>, aisha padhi <aishapadhi@gmail.com>
Cc: "hrd-hyd@oceansparkle.in" <hrd-hyd@oceansparkle.in>

Dear Raj Kishore, Aisha

Thank you so much for the hospitality and support you and your team has extended during our campus visit and interview process today.

I would like to apprise you that we have selected and offered jobs to two of your MBA final year students as discussed with you just now. They are:

1. Ms. Aditi and
2. Mr. Lakshmi P.

They have been given the offer letters which they have accepted too. PFA the copy of the same.

Please share their testimonials (educational certificates, marks cards, experience certificates as applicable).

Regards,

Kumar Archit

AVP – HR

Ocean Sparkle Ltd.

Hyderabad, Telangana

India – 500073

Cell: +91-9899199569

Sent from Mail for Windows 10

2 attachments

Mr Lakshmi Pravardhan G Letter of Offer.pdf
427K

MS Aditi Panwar Letter of Offer.pdf
431K

Raj Kishore Nayak <rajkishore@ibsindia.org>

Thank You So Much

kumar archit <kumar.archit@oceansparkle.in> Sat, Dec 22, 2018 at 12:26 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: aisha padhi <aishapadhi@gmail.com>, "hrd-hyd@oceansparkle.in" <hrd-hyd@oceansparkle.in>

Dear Raj Kishore
This salary mentioned by you in your email contains 10-15% variable as Exgratia as we informed in our one of the initial emails.

Regards
Kumar Archit

Sent from my iPhone
[Quoted text hidden]

Ocean Sparkle Limited™

(CIN : U05005TG1995PLC021217)
An ISO 9001:2008, 14001:2004 & OHSAS 18001:2007 Company
Registered Office : # 128, Srinagar Colony, Hyderabad - 500 073, Telangana, India.
Phone : +91 40 6653 7720 / 2374 3507 / 2374 1138, Fax : +91 40 2374 8752
E-mail : oslhyd@oceansparkle.in Website : www.oceansparkle.com

OSL / HR / Offer / 2018 – 19
December 21, 2018

Mr. Lakshmi Pravardhan G
1-19-72/5/204, Opp, Asha Hospital,
HT line, A.S.Rao Nagar,
Kapra,
Hyderabad-500062.

Subject: Letter of Offer for the position of Executive - Business Development.

Dear Mr. Lakshmi,

Congratulations for your selection with us!

This has reference to our discussions, we are happy to offer you the position of **Executive - Business Development** on following are terms and conditions.

1. You shall join the Company on or before February 18, 2019.
2. Your work location will be at our Corporate Office in Hyderabad, India. You may have to travel to any other location as and when required due to business reasons.
3. Probation: You will be on probation for a period of Six months from the date of joining.
4. Insurance: You will be covered in Group Mediclaim Floater insurance policy for yourself and your immediate dependents. You will also be covered under Group Personal Accident insurance for yourself.
5. Salary: The breakup is mentioned in the annexure. An additional amount at the discretion of management is paid as *ex gratia* after the successful completion of one year and dependent on your performance. All payments are subjected to applicable taxes and statutory contributions from time-to-time.
6. Leave: You will be eligble for 1 day leave per month during your probation. You will be entitled for the leaves as per Company policy on prorata basis after your confirmation.
7. Upon confirmation of your services after probation, a notice period of three months to be served in writing on either side or payment in lieu thereof for termination of services.
8. All future increments or any raise will be linked to your performance. You shall stand eligible for the first salary increment in April 2020, as per company policy.

You shall be given an appointment letter including deteilaed terms and conditions of your appointment which will supercede this offer upon your joining this company.

Ocean Sparkle Limited Hyd.

Kindly sign on the duplicate copy of this offer as a token of your acceptance. This offer letter will be considered as cancelled and withdrawn in case we do not receive your acceptance within two days.

Thank you and looking forward to hearing from you.

For Ocean Sparkle Limited,

21/12/18

Ocean Sparkle Limited Hyd.

Kumar Archit
Astt. Vice President – HR

Acceptance: I have read and understood the above-mentioned terms and conditions, which are acceptable to me and will join the Organisation on or before 18-Feb-2019

Signature

Annexure

December 21, 2018

Mr. Lakshmi Pravardhan G

Subject: Salary Break-Up

Component	Amount (P.M.)	Amount (P.A.)
Basic	20,000	2,40,000
HRA	8,000	96,000
Special Allowance	9,350	1,12,200
Book Allowance	250	3,000
Sub Total	37,600	4,51,200
CO's Contribution to Provident Fund	2,400	28,800
Total	40,000	4,80,000
Ex-Gratia: to be paid additionally as per the Management discretion and your performance after one year.		

All payments are subjected to taxes, statutory contributions as applicable.

Ocean Sparkle Limited Hyd.

NOVARTIS

Novartis Healthcare Private Limited.
Novartis Knowledge City
Salarpuria Sattva, Near Inorbit Mall
Hitech City, Serilingampally
Hyderabad – 500 081
Telangana,India

Phone: +91 40 6767 1000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Date: 20th November 2018

Dear Aprajita Kapoor,

Subject: Letter of Intent

We are delighted to inform you our intention to offer you the position of **Associate Analyst** in our **Novartis Business Services - Procurement** function. This position will be based at Novartis Healthcare Private Limited, Hyderabad.

You will be offered a gross annual compensation of **INR 621,000.** The gross compensation includes Basic Salary, Flexible compensation Plan, Annual Incentive and Retirals (Provident Fund & Gratuity).

The detailed offer letter with complete terms and conditions will be sent to your email address, prior to your onboarding.

We would like to inform that your offer is subject to successful completion of your current academic course prior to your onboarding date as well as satisfactory results of a reference and / or background check.

We enclose this letter in duplicate, and would be obliged if you kindly return to us the duplicate duly signed and dated by you as acceptance.

We trust this role within Novartis will go a long way in meeting your career aspirations.

Yours Sincerely,

For Novartis Healthcare Private Limited

Authorized Signatory

For Novartis Healthcare Private Limited.

Human Resources

I APRAJITA KAPOOR hereby accept and agree to this employment offer.

Signature: Aprajita Kapoor

Date: 12-12-18

Place: Hyderabad.

OakNorth Global Private Limited
1st Floor,
Vatika Atrium,
DLF Golf Course Road, Sector-53,
Gurgaon-122002,
Haryana,
India

EMPLOYMENT AGREEMENT

Dear **Jyotika Oberoi ,**

We are pleased to offer you employment in OakNorth Global Private Limited, having its registered office at D – 33, East of Kailash, New Delhi, 110065, and its business office at 1st Floor, Vatika Atrium, DLF Golf Course Road, Sector-53, Gurgaon – 122 002 (Haryana), India, ('Company') through this employment agreement ("Employment Agreement") on the following terms and conditions:

WHEREAS:

(1) You have approached the Company in connection with your employment with the Company as **Senior Analyst** .

(2) You have represented that you have the required skills, experience and knowledge to act as **Senior Analyst** of the Company.

(3) Relying upon your representations, the Company (subject to a satisfactory background check) has offered employment to you for the post of **Senior Analyst** which offer you hereby unequivocally accept subject to the terms and conditions specified in this agreement.

1) **Commencement of Employment**

a) Your employment with the Company ('Employment') shall be effective from the commencement date, which shall be on or before **25th February 2019 ("Commencement Date").**

On or before the date of joining, please provide the Company with copies of your passport or birth certificate and all documents pertaining to your educational and professional qualifications and references from your previous employers (if any) to the Company's

satisfaction. A list of the required documents shall be provided to you in writing by the Company.

b) You shall be employed with the Company as **Senior Analyst .** The Company reserves the right to alter your designation and/or your profile/duties from time to time at its sole and absolute discretion.

c) Your period of continuous Employment with the Company shall be calculated from the Commencement Date and employment with any previous employer shall not count towards calculating the said period.

d) You have read and fully understood the terms and conditions set forth herein, and you had time to reflect on and consider the benefits and consequences of entering into this Employment Agreement, and have obtained independent legal advice in connection with the execution of this Employment Agreement; and

e) You have executed and delivered this Employment Agreement as your free and voluntary act, after having determined that the provisions contained herein are of benefit to you, and that the duties and obligations imposed on you hereunder are fair and reasonable and will not prevent you from earning a comparable livelihood following the termination of your employment with the Company.

f) Please note that your Employment as provided herein is subject to a positive assessment of your background by the Company. You agree to have consented for the Company to conduct the background check and to use your personal and/or sensitive personal information, as provided by you, for the purpose of conducting such checks on you including disclosure and storage thereof to a third party, that the Company may appoint for the above purpose.

2) **Probation**

a) You shall be on probation for a period of six (6) months from the Commencement Date. During this period either party may terminate this Employment Agreement by giving three (3) month's prior written notice of termination to the other party.

b) At the end of the six (6) months probationary period, the Company may at its discretion:

i) if satisfied with your performance and suitability for continued employment confirm your employment in writing subject to any additional or amended terms as the Company may deem fit to apply;

ii) extend the probation period for such duration (not exceeding 3 months), as the Company may deem fit, or

iii) terminate your Employment upon giving you three (3) month's prior written notice of termination or salary in lieu of such notice. This Employment Agreement will stand automatically terminated on the date mentioned in the written notice of termination.

Subject to a successful completion of probation, at the end of the six (6) months probation period or such extended period, as the case may be, you will be given written confirmation that your probation period has been completed. If at the end of the probation period, the Company does not provide you written notification, you will send a written request to the Company to confirm whether your probationary period has concluded successfully. If within one month of such written request, the Company does not provide a confirmation of the successful completion of the probation period, then the probation period shall be deemed over.

3) **Compensation & Benefits**

a) As compensation, you shall be entitled to receive CTC of INR 5,00,000 (Five Lakhs Only) per annum. This shall accrue on a daily basis and be payable monthly in arrears by the 1st working day of the subsequent month. It is clarified that 'CTC' shall comprise your total cost to the company and includes all payments provided by the Company directly or indirectly to or on your behalf, whether as salary or otherwise. Additionally, you will be entitled to receive gratuity as per applicable law.

b) Subject to your completing minimum six (6) months of continuous employment by 31st March, the Company will formally conduct your performance appraisal annually in March. However, if you have not completed minimum six (6) months of continuous Employment by 31st March, your first performance appraisal shall take place in the following March and on an annual basis thereafter.

c) The Company is under no obligation to increase your CTC as a result of such performance appraisal. Any revision in the CTC following a performance appraisal shall be effective from 1st April and subject to such terms and conditions as the Company shall deem fit to apply.

The Company may, in its sole and absolute discretion pay an annual bonus ("Annual Bonus") according to the Company policy. While determining the Annual Bonus payable (if any), the Company may consider your annual performance, the regular feedback received about your performance from clients, managers and co-workers. The decision of the Company in this respect shall be final and binding. This Annual Bonus would be payable in April should you join as an employee prior to September 30th of the preceding year. If you join after September 30th, you would be eligible for a bonus in the subsequent year (for example if you join in November of 2018 you would be Bonus eligible in April 2020). Any bonus, is not payable if the employee is not employed and/or if he is under probation (including any extension of the probation period), under a performance review (or a performance improvement

plan, by whatever name called), and/or if the Company, in its sole discretion, finds the employee's performance to be unsatisfactory, and/or if he is under notice of termination given by either party at the date of payment. Further, to receive the Annual Bonus, you must be in continued employment with the Company and not under any disciplinary proceedings. The bonus, if any, shall be announced and paid on the dates specified by the Company from time to time at its sole and absolute discretion. The Company reserves the right in its absolute discretion to terminate or amend any bonus scheme under this clause at any time. Receipt of a bonus in any year creates neither a right nor an expectation of a bonus in any subsequent year.

d) It shall be your sole responsibility to meet all requirements under Indian tax laws in respect of all payments made or benefits given under this Employment Agreement including proper and timely tax compliance and the Company disclaims liability for any taxes and other imposts for which you are liable personally. The Company shall be entitled to make such deductions which, in its opinion, are necessary and appropriate from any payment made or benefit given in connection with the employment that require such deduction to be made by the employer.

e) No liability shall attach to the Company for your failure to pay any taxes and imposts, the payment liability of which rests with you, and you agree to indemnify and keep indemnified and hold harmless the Company from and against any and all losses, costs, expenses, claims or demands which the Company may pay, incur, suffer or sustain directly or indirectly arising out of or in relation to or howsoever connected with your failure to pay such taxes or imposts.

f) You shall not disclose your compensation to other employees in the Company and any such disclosure is against the Company's ethical standards. You shall abide by the Company's HR Policy notified to you from time to time and in the event of a conflict between the provisions of the HR Policy and this Employment Agreement, it is hereby agreed that the provisions of this Employment Agreement shall always prevail.

4) **Office Hours**

a) The Company's normal business hours are from 10 AM to 7 PM from Monday to Friday, with a break of 30 minutes for lunch between 13:00 and 13:30.

b) The office hours may be amended by the Company from time to time. However the Company has the right to require you to work such further hours on weekdays/weekends and on other notified holidays in compliance with applicable laws.

5) **Duties & Obligations**

You shall:

a) Devote your whole time, attention and ability solely and exclusively towards the performance of the duties and responsibilities assigned to you by the Company from time to time during the Company's normal business hours and at such other times as may be necessary;

b) Properly and faithfully serve the Company and use your best endeavours to protect and further the interests and reputation of the Company.

6) **Place of Employment**

a) You shall be employed at the Company's office in Gurgaon, or such other place within India or overseas that the Company may require from time to time.

b) The Company may at its sole and absolute discretion transfer you to any other office of the Company within India or abroad.

c) You hereby agree to travel to such parts of India and the world as necessary for the discharge of your duties as the Company may direct or authorise.

7) **Holidays and Leave**

a) You will be entitled to 8 public (preferred) holidays in every calendar year in addition to such public holidays as may be notified by the Company from time to time.

b) You will be entitled to 18 Paid leaves in a 12-month period on an accrual basis. Any un-availed Paid leave in excess of 30 days, at the end of the calendar year will lapse automatically.

c) You are also entitled to 14 days of casual/sick leave in a year. Casual/sick leave cannot be carried forward. Casual/sick leave balance, if any, at the end of the calendar year will automatically lapse.

d) If you are absent from work and such absence has not been previously authorised by the Company as provided herein, you must inform your Manager of such absence with reasons as soon as practicable, but not later than on the morning of the first day of such absence.

8) **Sickness**

a) Any leave taken by you for illness, sickness or injury will be deducted from your casual/sick leave entitlement.

b) If you are absent from work due to illness, sickness or injury for a period exceeding four (4) days, you must give us a medical certificate certifying such illness, sickness or injury on the fifth day following the first day of absence. For any absence thereafter, you shall upon our request provide a further medical certificate to the Company certifying the continuance of the illness, sickness or injury.

c) If you are absent from work for any reason (unless authorised by the Company per Clause 7 (a), 7 (b), or 7 (c) above and excluding public holidays notified by the Company) for a total period or periods in excess of three (3) working days or any continuous period of three (3) working days in any period of twelve (12) months, the Company may at its sole and absolute discretion terminate your employment at any time by written notice to take effect from the date specified in the notice.

9) **Confidential Information & Trade Secrets**

a) You agree that in the course of Employment, you will have access to information (whether or not recorded in writing or on computer disk or tape) / material which the Company and/or its related entities treat as confidential or which is reasonably construed as confidential or which has the necessary quality of confidentiality including but not limited to business plans, maturing new business opportunities, research and development projects, product formulae, processes, inventions, programs, designs, specifications, discoveries or know-how, sales statistics, marketing surveys and plans, costs, profit or loss, prices and discount structures, names, addresses and contact details of customers and potential customers or suppliers of the Company and/or its related entities, any other information or knowledge gained from the Company and/or its related entities or in the course of Employment ("Confidential Information").

b) You shall:

i) Keep secret and shall not, at any time either during the Employment or for six (6) months after its termination, for whatever reason and whether directly or indirectly, use, disclose, divulge, communicate or reveal to any person (natural or artificial) for your own or another's benefit, any such Confidential Information concerning the business of the Company (including its affiliates) which has come to your knowledge during the course of the employment without the prior written consent of the Company obtained as per sub-clause c) below.

ii) prevent the publication, disclosure or use of any such Confidential Information.

iii) Enter into a Non-Disclosure Agreement ("NDA") with the Company.

iv) Not be a part of any Expert Network i.e., should not be involved in providing any kind of expert advice/Professional Guidance/Consulting to other organizations irrespective of the nature of the business.

v) Not directly or indirectly refer any information or post or publish any comments, opinions about the company or its business affairs in print media or on web based portals i.e., social networking sites, community forums, blogs etc., without prior written approval from the Company.

c) The above restrictions at sub-clauses 9 (a) and (b) shall not apply to divulging/disclosing information to such persons as may be authorised by the Company during the course of your Employment. The Company's decision as to who shall be permitted to disclose such Confidential Information shall be final and binding on you.

d) Further, the aforesaid restrictions under sub clause 9 (b) (i), (ii) and (iii) above shall not apply to the disclosure of any information which:

i) Is or becomes generally available to the public, other than as a result of your disclosure;

ii) Is disclosed to you by any third party otherwise than in breach by such third party of any obligation of confidentiality to the Company or to a third party;

iii) Is required to be disclosed by any applicable law, regulation or order of the Court or by any competent judicial, regulatory, governmental or other authority or governmental agency. Provided that in such case you shall gave a prior written notice to the Company prior to such disclosure.

10) **Intellectual Property**

You shall promptly disclose to the Company and keep confidential all inventions, copyright works, designs or technical know-how conceived or made by you alone or with others during the course of your employment. You agree that all such intellectual property created by you during the course of your employment (including moral rights) shall stand automatically and irrevocably assigned and be owned exclusively by the Company in consideration of your Employment with the Company. You shall, if required by the Company take all necessary steps to assign and transfer such intellectual property to the Company, including completing and filing of any necessary documents, applications, contracts etc., at no separate consideration. Decisions as to the protection or exploitation of any intellectual property shall be in the absolute discretion of the Company.

11) **Dismissal**

a) The Company shall be entitled to terminate your employment summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Employment Agreement and to your continuing obligations under this Employment Agreement) in any of the following events:

i) If you have committed any criminal offence or been guilty of any gross misconduct whether during the performance of your duties or otherwise which, in the opinion of the Company, renders you unfit to continue as an employee of the Company or which would likely adversely prejudice the interests of the Company.

ii) If you wilfully abuse or misuse the Company's computer system, or any password relating to that computer system or gain access to any file or load any information or program contrary to the Company's interests, policy or procedures.

iii) If any information relating to your suitability for employment provided to the Company in the course of applying for employment is found to be materially false or misleading.

iv) If you are subject to immigration control in India, your employment shall be conditional upon you having been granted leave to enter into, remain and take up employment in India, such leave being valid and subsisting at all times and not being subject to any condition precluding or restricting the employment.

v) If you commit any act or omission constituting dishonesty, fraud or immoral or disreputable conduct etc.

Please note that the above is an indicative list only.

b) Upon dismissal per clause 11 (a) above or the termination of your Employment under clause 12 below, you shall forthwith return to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business of the Company (and its related entities) or its customers or prospects, any magnetic disc on which information relating to the business is stored and any other property including but not limited to any Confidential Information which may be in your power, possession, custody, care or control or which contain or refer to any Confidential Information and shall, if requested to do so by the Company, provide a signed statement that you have complied fully with the terms of this clause.

c) Upon dismissal, you shall not be entitled to receive any accruals towards leave encashment, or any accrued bonus payments.

12) **Termination**

a) This Agreement shall be terminated forthwith:

i) in the event of your death.

ii) upon the dissolution of the Company.

iii) if you are guilty of any fraud or dishonesty; or

iv) if you are guilty of any gross misconduct or commit any other serious or persistent breach of your obligations to the Company (whether under this Agreement or otherwise) or if you refuse to or neglect to comply with any lawful orders or directions given by the Company; or

v) if you act in any manner (whether in the course of the duties or otherwise) which is likely to bring you, the Company or its group, or their clients/customers into disrepute or prejudice the interests of the Company; or

vi) if you engage in unethical business conduct in the performance of your duties, in the Company's opinion;

vii) or on any other ground on which the Company is so entitled to dismiss any employee under the applicable laws

b) Upon confirmation of your employment pursuant to Clause (2) above, your employment may be terminated by the Company, for any reason, by giving three (3) calendar month's written notice. The Company may terminate your Employment by paying you salary in lieu of notice.

c) Upon confirmation of your employment pursuant to Clause (2) above, you may terminate the employment by giving at least three (3) calendar month's prior written notice ('notice period') to the Company. Please note that you do not have a right to pay salary in lieu of notice and are required to serve the entire notice period. In certain exceptional circumstances the Company may at its sole discretion provide you an option to make a payment (as detailed in clause 12 (d) below) in lieu of notice.

d) Subject to the proviso below, if the employment is terminated without notice or prior to the completion of the notice period, you shall pay the Company an amount

equal to the salary for the unserved notice period Purported termination of the employment without notice or on short notice shall not and does not absolve you of the obligation to comply fully with the terms of Clauses 12 (f) and 13 (a) below.

Provided that, notwithstanding anything contained in this clause 12 (d) above or otherwise in this Employment Agreement, it is clarified again that the aforesaid option to pay salary in lieu of notice period or any shortfall in the notice period shall be at the sole discretion of the Company. Company may at its discretion refuse such options to you and require you to serve the complete notice period which shall be binding on you.

e) Nothing in this Employment Agreement shall prevent the Company from terminating your employment without notice if you have been dismissed per Clause (11) above.

f) Once the notice of termination has been given by either party, the Company may at any time before the expiry of the notice period, require you to:

   i) perform such duties as directed (including, immediately return to the Company in accordance with its instructions all documents and property belonging to the Company, irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disc or memory stick and all matter derived from such sources which is in your possession or under your control outside the Company's premises);

   ii) perform no duties;

   iii) not have any communication with any customer or prospective customer of the Company in relation to the business of the Company;

   iv) not contact or have any communication with any employee, officer, director, agent or consultant of the Company in relation to the business of the Company, and

   v) not remain or become involved in any respect with the business of the Company except as required by the Company, including but not limited to not attending the Company's places of business and requiring you to remain at home for all or part of the notice period.

g) Upon termination of Employment, if you have taken any leave in excess of your entitlement, the Company may at its sole and absolute discretion deduct a sum equivalent to the CTC portion due for each day of absence in excess of the holiday or casual leaves entitlement.

h) Upon termination of this Employment Agreement, you shall immediately resign, subject to applicable laws, as a Director of the Company and as a member of any sub-committee thereof or other committee of the Company and in connection therewith you shall execute and furnish all necessary resignations and other documents as may be deemed appropriate by, and in the sole discretion of, the Company.

13) **Restrictive Covenants**

a) You shall not:

i) during your Employment, without the prior written consent of the Company, under any circumstances, whether directly or indirectly undertake as an employee or otherwise or discharge (for remuneration or compensation or otherwise howsoever payable) for any other person in India or elsewhere, any duties and responsibilities, of whatever kind.

ii) for a period of three (3) months after the termination of your Employment, without the prior written consent of the Company engage, whether directly or indirectly, in any business, employment or activity related to the Company's clients or customers in order to safeguard any sensitive information of the Company and/or its related entities that may have come to your knowledge while in Employment.

iii) during your Employment and for a period of twelve (12) months thereafter, without the prior written consent of the Company:

(1) carry out or engage in, whether directly or indirectly, whether through partnership or as a shareholder, joint venture partner, employee, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise in any of the companies with similar nature of business or services or any of the competitors.

(2) on your own account or on behalf of any other person, solicit or accept orders for products or services that are in competition with products or services of or in any way related to the business of the Company from any of the Company's current or previous customers you served while working in the Company.

(3) on your own account or on behalf of any other person, solicit or hire away from the Company any person who is or was, when your employment ended, employed by the Company.

b) You further agree and accept that during the Employment and for a period of twelve (12) months thereafter, each of clause 13 (a) (iii) (1), (2) and (3) above and for a period of three (3) months thereafter clause 13 (a) (ii) shall be deemed to constitute a separate agreement and shall be construed independently of the others.

c) You understand and agree that the foregoing restrictions are necessary and reasonable in scope and duration, in all circumstances, for the purpose of protecting the Company's bonafide business interests.

d) IF ANY BREACH OR VIOLATION OF ANY OF THE TERMS OF CLAUSE 13 (A) OCCURS, IT IS AGREED THAT DAMAGES ALONE MAY NOT COMPENSATE FOR SUCH BREACH OR VIOLATION AND THAT INJUNCTIVE RELIEF IS REASONABLE AND ESSENTIAL TO SAFEGUARD THE INTERESTS OF THE COMPANY AND THAT AN INJUNCTION IN ADDITION TO ANY OTHER REMEDY MAY ACCORDINGLY BE OBTAINED BY THE COMPANY. NO WAIVER OF ANY SUCH BREACH OR VIOLATION SHALL BE IMPLIED FROM THE FORBEARANCE OR FAILURE BY THE COMPANY TO TAKE ACTION IN RESPECT OF SUCH BREACH OR VIOLATION.

e) The provisions of this clause shall survive the termination of this Employment Agreement.

14) **Expenses and Deductions**

a) The Company shall also reimburse all pre-approved expenses properly incurred by you in the due and proper performance of your duties or responsibilities provided that supporting original vouchers and bills are furnished along with any request for reimbursement. All expenses require pre-approval as per Company policy and failure to comply shall result in the expenses not being reimbursed.

b) You consent to the Company deducting from any sum otherwise payable to you by reason of the employment (or its termination) the value of any claim that the Company may have against you, including but not limited to:

i) Overpayment of remuneration;

ii) Overpayment of expenses incurred by you in carrying out your duties;

iii) Loans which the Company may have made to you from time to time;

iv) Any advance on salary, which the Company may have made to you from time to time.

15) **Amendments**

a) The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you shall be notified of such changes by way of a general notice to all employees. Any such changes shall take effect from the date specified in the notice.

b) The Company shall give one (1) month's written notice of what it considers to be any significant change to the terms and conditions of employment, either by way of an individual notice or a general notice to all employees.

c) Such significant changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period of one (1) month. Any such changes shall take effect from the date of the expiry of the notice period. If the Company receives a notification of objection within the prescribed period, the objection will be considered and if it cannot be resolved within a period of thirty (30) days from receipt of the objection, the Company may at its discretion terminate your employment by giving you notice under Clause 12 (b). The decision of the Company as to what constitutes minor changes of detail or significant changes shall be final and binding.

d) You shall not be entitled to make any changes or amendments to this Employment Agreement.

16) **Notices**

a) Any notice or other written communication given under or in connection with this Employment Agreement must be delivered personally or sent by Registered post AD.

b) The Company's address for service shall be its registered office or such other place as the Company may notify from time to time.

c) Your address for service shall be the address given at the beginning of this Employment Agreement or any other place that you may notify.

d) Any notice or other written communication shall be deemed to have been served:

   i) If delivered personally, at the time of delivery.

   ii) If posted, at the expiry of four (4) business days after it was posted (excluding the day of posting).

17) **Dispute Resolution, Governing law & Jurisdiction**

All disputes arising between the parties under this Employment Agreement shall be referred to arbitration. Arbitration shall be conducted by a sole arbitrator to be appointed by the Company at its discretion. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and the location of arbitration shall be New Delhi. Arbitration Award shall be final and binding on parties.

This Employment Agreement shall be governed by and construed in accordance with Indian laws and each party to this Employment Agreement submits to the exclusive jurisdiction of the Courts of Delhi.

18) **Miscellaneous**

a) This Employment Agreement sets out the entire agreement and understanding between you and the Company in connection with the Employment and supersedes any previous contract or agreement between you and the Company.

b) Subject to compliance with applicable laws, the Company may hold and process, whether electronically or manually, the data it collects in relation to you in the course of the employment for the purposes of the Company's management and administration of its business and of other employees and for compliance with applicable procedures, laws and regulations. The Company or its agents may transfer, store and process such data whether in India or any other place for the above purposes.

c) If any provision in this Employment Agreement is held invalid or unenforceable by a court or authority of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly effectuates the parties' original intent in entering into this Employment Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Employment Agreement will remain in full force and effect.

d) You agree to indemnify and hold harmless the Company and its officers, directors, shareholders, and employees from any and all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, arising from or growing out of your breach or threatened breach of the provisions of this Employment Agreement, or arising from any action by you that would be unlawful or illegal under applicable law.

e) You acknowledge that the Company will suffer immediate, material, immeasurable, continuing and irreparable damage in the event of a breach by you of any of your obligations under this Employment Agreement and damages shall not afford an adequate relief to the Company for such breach. You also acknowledge that the Company will be entitled to institute and prosecute proceedings in any court of

competent jurisdiction to enjoin you from violating any contractual or legal obligation or to compel performance of your obligations hereunder. Injunctive relief shall be in addition to any remedy to which the Company may be entitled, at law or in equity.

f) This Employment Agreement shall be binding on the successors and permitted assigns of the Company and shall inure to the benefit and be enforceable by and against its successors and permitted assigns. This Agreement is personal in nature and you cannot assign this Employment Agreement without the prior written consent of the Company. You however agree that the Company may assign the Agreement and all its rights and obligations under this Employment Agreement to any member of the Company's group at any time or to any other person along with the sale of all or substantially all of its assets and/or business, or on its merger, amalgamation or a change in Control or by any other means as long as all the benefits as provided to you as per Employment Agreement are not compromised in any manner.

g) The Company has establishing rules, procedures and policies, which will be subject to amendments and additions from time-to-time. As a Company's employee, you shall be under an obligation to comply with all rules, procedures, and policies provided by the Company, and all subsequent additions and amendments thereto. Such rules, procedures, policies and benefits shall be available for inspection at the Company's Human Resources department during office hours. The Company shall endeavour to provide you with information on these matters. However, you shall be obligated to inquire as to their status on a regular basis.

h) No failure or delay by the Company in exercising any of its rights, powers or remedies hereunder shall operate as a waiver thereof. No waiver by the Company of any breach by you of any of the provisions contained herein shall be deemed to be a waiver of any subsequent breach of such provision or any other provision of this Agreement.

i) The terms and provisions of this Employment Agreement which by their nature, are intended to survive the termination or expiry of this Employment Agreement including but not limited to the provisions of Clause 9 (Confidential Information and Trade Secrets), 10 (Intellectual Property), 13 (Restrictive Covenants), 14 (Expenses & Deductions), 17 (Dispute Resolutions, Governing Law & Jurisdiction) and 18 (Miscellaneous) and other provisions which by their very nature survive shall survive any termination or expiry of this Employment Agreement.

Please return a signed copy of this Employment Agreement to indicate your understanding and acknowledgement of the terms and conditions contained herein.

Signed on and on behalf of	**)**	
OakNorth Global Private Limited	**)**	**Managing Director**
Date	)	
Witness:		

I confirm that I have read and understood the aforesaid contract fully and by signing and returning to the Company the duplicate copy hereof, I hereby accept the terms and conditions contained therein and agree that the same constitutes a valid and binding contract of employment between myself and the Company.

Signed: _____

Name:_____

Date: _____

Raj Kishore Nayak <rajkishore@ibsindia.org>

Campus Invitation 2019 - IBS Bangalore !

hrd-hyd <hrd-hyd@oceansparkle.in> Sat, Dec 15, 2018 at 12:45 PM
To: rajkishore@ibsindia.org
Cc: Kumar Archit <kumar.archit@oceansparkle.in>

Dear Mr. Rajkishore,

Good Day!!

Referring to the trailing mail, Regarding CTC brake up the variable will be 12 to 15% and in the rest salary is fixed and CTC will be 5.5 Lac PA. Request you to please send the CV's of MBA-Finance of current year or the previous year who is interested at the earliest.

Thanks &Regards
S.Giridharbabu.

IBS®
ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Result of our campus visit

Kumar Archit <kumar.archit@oceansparkle.in> Fri, Dec 21, 2018 at 8:13 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>, aisha padhi <aishapadhi@gmail.com>
Cc: "hrd-hyd@oceansparkle.in" <hrd-hyd@oceansparkle.in>

Dear Raj Kishore, Aisha

Thank you so much for the hospitality and support you and your team has extended during our campus visit and interview process today.

I would like to apprise you that we have selected and offered jobs to two of your MBA final year students as discussed with you just now. They are:

1. Ms. Aditi and
2. Mr. Lakshmi P.

They have been given the offer letters which they have accepted too. PFA the copy of the same.

Please share their testimonials (educational certificates, marks cards, experience certificates as applicable).

Regards,

Kumar Archit

AVP – HR

Ocean Sparkle Ltd.

Hyderabad, Telangana

India – 500073

Cell: +91-9899199569

Sent from Mail for Windows 10

2 attachments

Mr Lakshmi Pravardhan G Letter of Offer.pdf
427K

MS Aditi Panwar Letter of Offer.pdf
431K

Raj Kishore Nayak <rajkishore@ibsindia.org>

Thank You So Much

kumar archit <kumar.archit@oceansparkle.in> Sat, Dec 22, 2018 at 12:26 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: aisha padhi <aishapadhi@gmail.com>, "hrd-hyd@oceansparkle.in" <hrd-hyd@oceansparkle.in>

Dear Raj Kishore
This salary mentioned by you in your email contains 10-15% variable as Exgratia as we informed in our one of the initial emails.

Regards
Kumar Archit

Sent from my iPhone
[Quoted text hidden]

Ocean Sparkle Limited™

(CIN : U05005TG1995PLC021217)
An ISO 9001:2008, 14001:2004 & OHSAS 18001:2007 Company
Registered Office : # 128, Srinagar Colony, Hyderabad - 500 073, Telangana, India.
Phone : +91 40 6653 7720 / 2374 3507 / 2374 1138, Fax : +91 40 2374 8752
E-mail : oslhyd@oceansparkle.in Website : www.oceansparkle.com

OSL / HR / Offer / 2018 – 19
December 21, 2018

Ms. Aditi Panwar
A-009 National Apartment Sector-3,
Dwarka,
New Delhi-110078.

Subject: Letter of Offer for the position of Executive - Business Development.

Dear Ms. Aditi,

Congratulations for your selection with us!

This has reference to our discussions, we are happy to offer you the position of **Executive - Business Development** on following are terms and conditions.

1. You shall join the Company on or before February 18, 2019.
2. Your work location will be at our Corporate Office in Hyderabad, India. You may have to travel to any other location as and when required due to business reasons.
3. Probation: You will be on probation for a period of Six months from the date of joining.
4. Insurance: You will be covered in Group Mediclaim Floater insurance policy for yourself and your immediate dependents. You will also be covered under Group Personal Accident insurance for yourself.
5. Salary: The breakup is mentioned in the annexure. An additional amount at the discretion of management is paid as *ex gratia* after the successful completion of one year and dependent on your performance. All payments are subjected to applicable taxes and statutory contributions from time-to-time.
6. Leave: You will be eligble for 1 day leave per month during your probation. You will be entitled for the leaves as per Company policy on prorata basis after your confirmation.
7. Upon confirmation of your services after probation, a notice period of three months to be served in writing on either side or payment in lieu thereof for termination of services.
8. All future increments or any raise will be linked to your performance. You shall stand eligible for the first salary increment in April 2020, as per company policy.

You shall be given an appointment letter including deteilaed terms and conditions of your appointment which will supercede this offer upon your joining this company.

Ocean Sparkle Limited Hyd.

Aditi Panwar

Kindly sign on the duplicate copy of this offer as a token of your acceptance. This offer letter will be considered as cancelled and withdrawn in case we do not receive your acceptance within two days.

Thank you and looking forward to hearing from you.

For Ocean Sparkle Limited,

21/12/18

Ocean Sparkle Limited Hyd.

Kumar Archit
Astt. Vice President – HR

Acceptance: I have read and understood the above-mentioned terms and conditions, which are acceptable to me and will join the Organisation on or before 18th feb 2019.

Aditi Panwar

Signature

Aditi Panwar

Annexure

December 21, 2018

Ms. Aditi Panwar

Subject: Salary Break-Up

Component	Amount (P.M.)	Amount (P.A.)
Basic	20,000	2,40,000
HRA	8,000	96,000
Special Allowance	9,350	1,12,200
Book Allowance	250	3,000
Sub Total	37,600	4,51,200
CO's Contribution to Provident Fund	2,400	28,800
Total	40,000	4,80,000
Ex-Gratia: to be paid additionally as per the Management discretion and your performance after one year.		

All payments are subjected to taxes, statutory contributions as applicable.

Ocean Sparkle Limited Hyd.

Aditi Panwar

Salary Offer

Associate Name	:	Lakshmikanth Reddy Nallavelli
Designation	:	Management Trainee Sales
Tentative Date of Joining	:	15-Apr-19

		Annual
Annual Fixed Salary	:	**4,00,000**
Of which:		
Basic Pay	:	2,00,000
House Rent Allowance	:	80,000
Special Allowance	:	45,241
Conveyance Allowance	:	36,000
Employer Contribution - Provident Fund	:	21,600
Employer Contribution - ESI	:	17,159
Performance Linked Variable Pay	:	**1,00,000**
Payable upon achievement of Sales Targets		
Total CTC	**:**	**5,00,000**

CIN : U36912TG2013PTC085947

Address: 6-3-350, Road No.1, Banjara Hills, Nagarjuna Circle
Hyderabad – 500034
Ph: +91 40 4854 8105, E Mail: info@oddjobsindia.com

Architecting the digital future...

Date: 03-01-2019

Shruti Dubey
C-702, New Jyoti Apartment,
Plot No:27, Sector-4 Dwarka,
New Delhi - 110075

Dear Shruti,

Sub: Letter of Intent

Thank you for exploring career opportunities with Pi DATACENTERS. You have successfully completed our selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee.** Upon successful completion of Techno Commercial Training, you shall be designated as **Technical Sales Manager.**

You Annual Compensation including all benefits will be **INR. 7,00,000/-** per annum as per the terms and conditions set out herein.

- 75% of your Annual Salary i.e. **INR. 5,25,000/-** will be your Fixed Salary and paid on monthly basis.
- 25% of your Annual Salary i.e. **INR. 1,75,000/-** will be your Variable Salary and linked to your KPI's.

Kindly confirm your acceptance of this offer by sharing the scanned copy of the same along with your signature to hr@pidatacenters.com. If not accepted within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given with a joining letter.

Please do not hesitate to reach out to us in case of any queries or concerns. We look forward to hearing from you soon and welcoming you to join the Pi family.

Yours Sincerely

Pi DATA CENTERS PVT LTD

Ravi Varma
Sr. Manager - Human Resources

Acceptance

I, Shruti Dubey, Identity/Passport Number Z3438559

Signature

03-01-2019
Date

Architecting the digital future...

Date: 03-01-2019

Dhruv Narang
H.no 4, Model Town,
Ambala City, Haryana – 134003

Dear Dhruv,

Sub: Letter of Intent

Thankyou for exploring career opportunities with Pi DATACENTERS. You have successfully completed our selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee.** Upon successful completion of Techno Commercial Training, you shall be designated as **Technical Sales Manager.**

You Annual Compensation including all benefits will be **Rs. 7,00,000/-** per annum as per the terms and conditions set out herein.

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- 25% of your Annual Salary i.e. **INR. 1,75,000/-** will be your Variable Salary and linked your KPI's.

Kindly confirm your acceptance of this offer by sharing the scanned copy of the same along with your signature to hr@pidatacenters.com. If not accepted within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given with a joining letter.

Please do not hesitate to reach out to us in case of any queries or concerns. We look forward to hearing from you soon and welcoming you to join the Pi family.

Yours Sincerely

Pi DATA CENTERS PVT. LTD.

Ravi Varma
Sr. Manager - Human Resources

Acceptance

I, Dhruv Narang, Identity/Passport Number _____

_____ _____

Signature Date

Architecting the digital future...

Date: 03-01-2019

Shreeya Swain
2A/5, Dera Colliery,
Talcher, Angul,
Osisha, India - 759103

Dear Shreeya,

Sub: Letter of Intent

Thankyou for exploring career opportunities with Pi DATACENTERS. You have successfully completed our selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee.** Upon successful completion of Techno Commercial Training, you shall be designated as **Technical Sales Manager.**

You Annual Compensation including all benefits will be **Rs. 7,00,000/-** per annum as per the terms and conditions set out herein.

- 75% of your Annual Salary i.e. **INR. 5,25,000/-** will be your Fixed Salary and paid on monthly basis.
- 25% of your Annual Salary i.e. **INR. 1,75,000/-** will be your Variable Salary and linked your KPI's.

Kindly confirm your acceptance of this offer by sharing the scanned copy of the same along with your signature to hr@pidatacenters.com. If not accepted within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given with a joining letter.

Please do not hesitate to reach out to us in case of any queries or concerns. We look forward to hearing from you soon and welcoming you to join the Pi family.

Yours Sincerely

Pi DATA CENTERS PVT. LTD.

Ravi Varma
Sr. Manager - Human Resources

Acceptance

I, Shreeya Swain, Identity/Passport Number J7319720

Shreeya Swain
Signature

04/01/19
Date

Scanned with CamScanner

Piramal Capital & Housing Finance

Ref Id: 215404
19-Apr-2019

Private & Confidential

Offer-Cum-Appointment Letter

Darshan Dwijkishor Purwar
Plot no. 38 Bhagwan Nagar.
Medical colony,
Nagpur
India
440027

Dear Darshan,

Congratulations! We are very excited to have you on board!

We are pleased to make an offer to you for the position of **"Management Trainee"- Fund Raising, Sales & Research-Property Sales & Product** at Piramal Capital & Housing Finance Limited (Company). You shall join the company on or before 12-Jun-2019. If you do not join on or before the above mentioned date, this Offer cum Appointment Letter (Letter) stands withdrawn. Your initial posting will be at **Bangalore**. You shall be governed by the terms and conditions applicable to all employees of the Company .

The details of the Salary and other terms and conditions of your employment are enclosed herewith as following:
Annexure "A" : Salary and Benefits
Annexure "B" : General Terms & Conditions of Services for Managerial Personnel
Annexure "C" : Documents required at the time of joining

All the annexure mentioned above shall form a part and parcel of this Letter. If the terms and conditions enumerated in this Letter, including its annexure are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this Letter and return it to us within one week of the date of this Letter. In case no confirmation is received within the above mentioned period this Letter shall be deemed to have been withdrawn.

You are required to treat this Letter and its contents as strictly confidential.

We look forward for a long, successful and pleasant association with the Company.
Sincerely yours,

For **Piramal Capital & Housing Finance Limited**

Khushru Jijina
Managing Director

Accepted and Agreed:
Name: Darshan Dwijkishor Purwar
Signature:

Date:

Piramal Capital & Housing Finance Limited
(formerly Piramal Housing Finance Limited)
CIN :U65999MH2017PLC291071
Registered office: 2nd Floor, Piramal Tower, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013
T +91 22 62309200 F +912261513444
pchf.in

Piramal Capital & Housing Finance

ANNEXURE A
COMPENSATION DETAILS

Employee Name	Darshan Dwijkishor Purwar
Band / Grade	TRAINEE/TRAINEE
Business Unit & Department	Fund Raising, Sales & Research-Property Sales & Product
Location	Bangalore

Component	Description	Payment Mode	Per Annum (in Rs.)	Per Month (in Rs.)
Basic	40% of Total Fixed Pay	Paid in monthly salary	224400	18700
Flexible Benefit Plan(FBP)	Balance amount	Paid in monthly salary (depending on Plan opted for)	292872	24406
Bonus	Fixed amount	Paid in monthly salary	16800	1400
Total			**534072**	**44506**
PF Co's Contribution	12% of Basic	Employer's contribution to Fund	26928	2244
Total Fixed Pay(TFP)	**Sum of Total and PF**		561000	46750
Performance Pay	@6% of TFP	Paid annually	33660	
Joining Bonus			50000	
Total CTC	**Sum of TFP, Performance Pay and Joining Bonus**		644660	

Notes:
-Flexible Benefit Plan (FBP) comprises of HRA, LTA, Education Allowance ,Company Leased Car & Reimbursements, Self-owned car & Reimbursements, NPS contribution, Voluntary PF and Learning Assistance Allowance ; basis eligibility. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
-Group Mediclaim Policy with coverage of self, spouse, 2 dependent children (up to the age of 21)and parents, as per company policy in existence and as amended from time to time.
-Gratuity will be applicable as per the Payment of Gratuity Act.
-Performance Pay : Nominal Value computed @ 6% of Total Fixed Pay. Actuals may be more or less, depending upon the performance of the business and individual (ranges from 0-12%).
-Bonus: The amount against this component will include Statutory Bonus Payment that you are entitled to under the Payment of Bonus Act, 1965 if it is applicable to you. This amount would be paid to you on a monthly basis along with your salary. This amount does not include any variable pay like Performance Pay/Incentive etc. if you are eligible for the same.

Piramal Capital & Housing Finance Limited
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Registered office: 2nd Floor, Piramal Tower, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013
T +91 22 62309200 F +912261513444
pchf.in

Piramal Capital & Housing Finance

Joining Bonus

- In addition to the Total Fixed Pay, a joining bonus of Rs. 50000(Pre Tax) will be payable to you. The same would be paid upon joining in the first month's salary.
- Joining Bonus (Pre Tax) would be recovered in full from your full and final settlement in case you leave the organization within 2 years from the date of joining.

Piramal Capital & Housing Finance

Annexure "B"

GENERAL TERMS AND CONDITIONS OF SERVICE FOR MANAGERIAL PERSONNEL EMPLOYED BY COMPANY

The following are the broad terms and condition of your employment at the Company.Your employment with the Company shall be subject to the policies of the Company & Piramal Group as applicable from time to time read together with the terms of this Letter.

For the purpose of this Letter "Piramal Group" shall mean Piramal Enterprises Limited and all its subsidiaries, associate or group companies.

Compensation
You shall be paid compensation as per the details mentioned in Annexure "A" of this Letter with effect from the date of your joining.

Place of Work

Depending on the business needs of the Company, you may be required to undertake a periodic visit to the Company's other locations within or outside India. In view of the nature of our business, the Company may transfer you to different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or location of Company on a temporary or permanent basis whether within or outside India at its discretion as it may consider necessary from time to time. You may be sent on deputation to any other organization anywhere in the country or abroad which may be under the same management or under different managements.

Roles and Responsibilities

You shall properly, diligently and honestly perform all the duties, responsibilities which the Company may assign to you from time to time. For any duties performed by you not in good faith or in violation of applicable law or breach of this Letter and/or the policies of the Company, you shall be solely liable and shall reimburse the Company for any loss incurred by it as a consequence thereof.

Rules, Policies, Procedures and Code of Conduct

You shall comply at all times with the Company's rules, policies and procedures as amended from time to time ("Policies"). The Policies are incorporated by reference into this Letter and are subject to change, replacement or withdrawal at the discretion of the Company. It is your responsibility to keep yourself aware of all the policies of the Company at all times during your employment. By accepting this offer you hereby undertake that you shall comply with all the policies of the Company at all times during your employment. You hereby further undertake that you shall promptly disclose to the Company any transactions or matters which are, or may be, in contravention of the Policies.

You are also bound by the **Piramal Group** code of conduct in addition to the Company code of conduct and the **Fair Practice code**. The Company may implement the disciplinary procedure if you fail to comply with the code of conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.

Compliance
You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.
During the continuance of the employment you are expected to comply with the Company's and Piramal Group policies, practices and procedures and, if required, sign any necessary documentation with respect to such policies, practices and procedures.

Leave, work hours and weekly holidays
You shall be governed by the Company's policy pertaining to leave, work hours and weekly holidays.

Probation and Confirmation
You will be on probation for a period of 12 months. Upon successful completion of the probation and subsequent performance evaluation, your position may be confirmed. During the period of your probation, if your performance is found to be wanting or there are deficiencies in your performance, the management may at its discretion with a view to give you an opportunity to improve upon your performance, extend your period of probation by a letter in writing. Unless confirmed in writing, you will continue to be on probation.

Performance Bonus/Incentive Payments/Increment/Promotion
The Company may in its absolute discretion pay you a performance bonus/incentive of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determined from time to time in accordance with the Piramal Group policy. Each year you will qualify for a discretionary performance bonus/incentive based entirely on the Company's assessment of your performance during the previous year (April to March). Any bonus/incentive may be paid in cash, shares or any other form, may be deferred in full or in part, and may be forfeited or reduced in such circumstances and on such terms as the Company may determine appropriate.

The exercise of discretion to pay a bonus/incentive in one financial year shall not bind the Company or act as a precedent for the exercise of discretion in any other financial year. If, on or before the date when a bonus/incentive might otherwise have been payable your employment has terminated or either party has given notice under these terms and conditions to terminate your employment, you will not be entitled to receive any such bonus/incentive (whether in cash, shares or any other form).

Annual increment will be given only to those employees who have joined the organization on or before 30th September of that particular performance year. Increments will be given on fixed pay only. Increments will be based strictly on individual and business performance. In case individual and/or business performance is not satisfactory, the Company, at its discretion can decide not to give any increment whatsoever. Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Neither the promotion nor the increment can be claimed as a matter of right. The Company reserves the right to amend, change or cancel the above terms pertaining to the bonus/increment, at any time without prior notice.

Retiral benefits
You will be entitled for Provident Fund and Gratuity as per the rules applicable to Management Personnel, which may be changed from time to time.

Group Mediclaim policy
Group Mediclaim Policy is applicable to all the Management Staff working with the Company for his/her family members (Spouse, two children (up to 21 years) and parents). Hospitalization expenses due to accidental injury or sickness will be covered. The limits of coverage would be as mentioned in the Company policy and would vary as per the management band in which you are placed at any given time period of your service. The policy is liable to change as per the discretion of the management from time to time. Employees should refer to the policy board for changes/revisions, which may take place from time to time.

Tax
You will be fully liable for the payment of income tax on your total remuneration including bonuses/ variable pay to the income tax authorities including other such statutory dues/taxes and this will be your personal responsibility. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Deductions from Annual Gross Remuneration Package
You agree that, at any time during your employment or on termination, the Company will deduct from your annual gross remuneration package any overpayment made or amounts owed by you. This includes but is not limited to any excess holiday/(leave), outstanding loans, advances, joining expenses, relocation expenses, and the cost of repairing any damage or loss to Company's property or equipment caused by you.

The Company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation and other amounts as applicable; and to adjust and deduct there from, any or all amounts due to be recoverable from or payable by you to the Company on any count.

Confidentiality

You will not either during your employment or at any time post resignation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Company, of any of Piramal Group Company or of any their customer, supplier or other person having dealings with the Company and any of the Piramal Group Company, as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Company.

In performing your duties, you may from time to time receive or obtain information/ data/ documents from the Company or a related or associated or subsidiary or affiliated Company or any of Piramal Group Company or otherwise have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature ("the Information").

In consideration of the Company making the information/ data/ documents available, you undertake and agree that you will:
a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Company, any of the Information/data/documents which you may (whether before or after the date of this Letter) receive or obtain;
b. Not use the Information/data/documents for any purpose other than in connection with your services to the Company;
c. Immediately return or destroy (at the Company's option) the original and all copies of any records of the information/ data/ documents (in whatever form) and all notes and other documents embodying any of the information on the first to occur of any of the following:
    i. on the Company's demand;
    ii. on termination or expiration of your employment with the Company.

Information, Assets and Systems
When you join the Company you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Piramal Group policies relating to them. You should refer to the code of conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Intellectual Properties
You acknowledge that ownership of, and all right, title, and interest in the intellectual properties shall at all-time vest in the Company. You expressly agree that all intellectual properties created by you during the course of your employment shall be under a contract of service and shall belong to the Company only.

You shall, whenever requested so to do by the Company whether during or after the termination of your employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

You may have access to third party intellectual property that has been acquired by the Company by licenses or otherwise in the course of your employment in the Company. Any unauthorised reproduction, transmitting, publishing, adapting, storing, copying, modifying, distributing, displaying, reformatting, editing, excerpting, hosting, broadcasting, routing or any other misuse of the third party intellectual property by you is strictly prohibited and will constitute grounds for immediate termination of employment.
You shall execute and comply with the proprietary information and inventions agreement with the Company, which prohibits unauthorized use or disclosure of Company's inventions and proprietary information.

Indemnity
You shall, at all times during the course of your employment in the Company (and even after the termination with respect to the terms contained herein) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any unauthorized disclosure or

use of the Confidential Information by you or any person related to you that may have access to such Confidential Information through you.

Non Solicitation
This non-solicitation condition will be binding on the employee for a period of 2 years from the date of cessation/ termination of his / her services from the Company and any breach in the said condition would result in considerable damages/loss to the Company, which cannot be adequately compensable by money damages.

The Employee agrees and undertakes that in such an event the Employee shall fully indemnify and reimburse the Company to the extent of such costs (liquidated damages).

You agree that for a period of 2 years from termination or expiration of your employment with the Company, you shall not solicit or entice by any means whatsoever,

a. Any client of the Company with whom Piramal Group is currently (during your period of employment) running a deal/mandate or any deal/ mandate that became known to you during your employment at the Company.
b. Any person of Piramal Group who was employed by the Company or any Piramal Group Company or any person whose name became known to you during your employment at the Company in any office and in any capacity.
c. You shall not work at the capacity of Executive or Non-Executive member of the board of the Piramal supplier, vendor or partner.
d. Your agreement “not to solicit” means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Company to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Company.

Medical Fitness & Verification of Particulars
Your appointment is subject to:
a. You being medically fit and continuing to remain fit thereafter. Company has the right to get you medically examined by any certified medical practitioner during the period of your service. If, from such examination, the Company is of the opinion that continuance of your service is medically not advisable or that you are not in a position to discharge your duty satisfactorily or you are found to be incapacitated from performing your duties, the Company may terminate your services on the grounds of continued ill-health.
b. Satisfactory verification of your character, antecedents and testimonials through reference checks or background screening. In case particulars mentioned in your application / Curriculum Vitae / Resume are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
c. Submission of dues clearance certificate and / or Relieving Letter from your last employer.
d. Salary of previous Company declared by you should match with the proof submitted to us. In case the salary particulars declared by you are found false or incorrect, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
e. Based on the information furnished by you about yourself. If during the employment it is found that any of the details and/or information furnished by you is incorrect/false or is in contravention to the Company’s code of conduct or rules of the Company or if it is found that you have concealed/fabricated documents/records/testimonials of your past training/employment, your service shall be liable to be terminated at source without any notice and such cessation of the employment will be for the reasons attributable to you.

Non Conflict of Interest and No External Employment
You will not, during your employment with the Company, except with the specific approval of the Company, undertake other full time or part time work for remuneration or work which will adversely affect your professional image and integrity as an employee of the Company. Assignments of social, charitable, literary, religious work or board membership of any other Company can be pursued with prior approval of the Company.

Receipt of Payments and Benefits from Third Parties
Subject to any Piramal Group regulations issued and amended from time to time, neither you nor any member of your family, nor any Company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Company if you, any member of your family or any Company or business entity in which you or they have an interest, directly or indirectly obtain

any such payment, discount, rebate, commission or other benefit you will forthwith account to the Company for the amount received or the value of the benefit so obtained.

Governing Law
The interpretation and enforcement of this letter shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.
It is expressly agreed that this appointment is made on the basis that your services being mainly of a management and/or supervisory nature, you will not be entitled to any rights, privileges and benefits as may be or become applicable to employees covered by the Industrial Disputes Act, 1947.

Changes to your Terms of Services
The Company shall have the right to add, to alter, modify or abrogate from time to time any term of the Contract of Employment, including remuneration and perquisites, which will be communicated to you either by individual letter or by circular. Any changes will take effect from the date stated in the communication.
In relation to the benefit policies referred to in this contract, the Company reserve the right to withdraw or alter their terms without notice at any time and you may in certain circumstances be excluded from participation in any policy/ scheme or any element within it.
You should, acquaint yourself with all Company rules and policies which are applicable to you. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local rules, regulations, and by-laws and any and all applicable laws in relation thereto. Violation of any of these rules, regulations, laws or provisions may result in the immediate termination of your employment.
In case you are convicted by Judicial Authority under Civil Procedure code, Criminal Procedure Code or Indian Penal Code it will lead to breach of trust between employer and employee relationship and your services will be terminated on the date of such judicial pronouncement.

Warranty
You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

Data Protection
The Company may be required to process, transfer and store your personal and sensitive data in any of the other Company locations. By signing this Letter, you acknowledge and agree that the Company and Piramal Group Human Resources Department (HR) is permitted to hold personal information about you as part of our personnel and other business records and that the Company and Piramal Group HR may use such information in the course of its business. You agree that the Company and Piramal Group HR may disclose such information to third parties in the event that such disclosure is in our view required for the proper conduct of our business or that of any associated Company. This clause applies to information held, used or disclosed in any medium.

Normal Retirement Age
You will retire on attaining the age of 58 years. Your date of birth as given by you, with the Company is recorded as 11-Dec-1993 and the same shall be treated as authoritative and final in the records of the Company. The same will remain unchanged and as a condition of employment you will automatically retire at the end of the month in which you attain the superannuation age and that no further notice whatsoever to you will be necessary in this regard. No request for change in date of birth will be entertained during the period of your service.

Notice of Resignation/Termination
During Probation: Thirty days' notice on either side with the Company retaining the right to pay salary in lieu of the notice if so required. The payment in lieu of notice will be calculated on your Gross Salary. However, based on your performance during the probation period, the Company reserves the right to reduce/dispense with or extend the probationary period at its sole discretion or terminate your service with immediate effect, without giving any notice or assigning any reasons.

Post Confirmation: Ninety days' notice on either side with the Company retaining the right to pay salary in lieu of the notice. The payment in lieu of notice will be calculated on your Gross Salary.

The Company reserves its right to dispense with the notice period and/or part thereof in its sole discretion by accepting your resignation with immediate effect i.e. even before the last date of working/resignation mentioned in the resignation letter. In such an event you shall be paid salary calculated on your Gross Salary for the notice period and/or part thereof.

If at any time, in the opinion of the Management, you are found guilty of indiscipline, dishonesty, disobedience, disorderly behaviour, moral turpitude, theft, fraud or violation of the Code of Business Conduct or withholding of any information in the application form or any other form of misconduct, in ordinary parlance negligence or acted in a manner detrimental to the interests of the Company, your services are liable for termination with immediate effect and in this case notice pay will not be payable by the Company.

Termination

Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with immediate effect by paying proportionate in lieu of any notice period applicable to you. The Company also reserves the right to terminate your employment without cause, with a notice as approved by the organisation or by paying proportionate gross salary (excluding variable pay) in lieu of applicable notice period.

If you wish to terminate your employment with the Company, you shall be required to serve notice as applicable to you. The Company may however, at its sole discretion, waive off the notice period, in full or in part, with or without proportionate notice period deduction of gross salary in lieu of short notice, without assuming any liability to compensate you in respect of the period so waived.

Notwithstanding anything contained in this letter, the Company may terminate your employment with immediate effect, at any time without notice or payment in lieu thereof or any compensation whatsoever for cause. For the purpose of this letter, "Cause" shall mean any one or more of the following:

a. Any breach of integrity, act of dishonesty, embezzlement, breach of statutory duties, breach of confidentiality obligations, pilferage and theft, attending work under the influence of alcohol, or drugs or any other intoxicating substances.

b. Breach of the Company rules and policies, guilty of serious misconduct, disobedience of reasonable orders from superiors, causing actual or threatening physical harm or damage to Company property or any misconduct by you or in case of breach of the terms, conditions or stipulations contained in this letter.

c. You being convicted of any criminal offence or committing fraud against, or the misappropriation of material property belonging to the Company;

d. Your absence without approved leave for a period of more than 10 days;

e. You become insolvent or restrained under any contract or arrangement or is under any legal disability from performing his/her obligations;

f. You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute or which may jeopardize or prejudice the business and/or reputation of the Company;

g. Any material violation of the Company's policies;

h. The results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.

The employee accepts and agrees not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company

Consequences of termination of your employment

Upon termination of your employment for any reason whatsoever,You shall:

a. Automatically vacate all offices held by you as a result of your employment with the Company;

b. Immediately hand over to us the Company's property including but not limited to all papers, laptops, documents, security pass and/or identity card, Company sponsored credit cards, any premises and/or car(s) etc. and you must not retain any copies, extract or reproductions of all or any part of that property or confidential information.

c. You will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property Rights (as defined in this letter);

d. You must not make any statements (whether orally or in writing) or do anything which might damage the reputation and/or business of the Company or interfere with the Company's relationships with its clients and customers; and

e. You must not thereafter represent yourself as an employee of the Company in any manner whatsoever.

f. Not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company.

Background Verification Check

The offer described above is subject to satisfactory completion of background verification as the Company may consider necessary. As part of this process we may ask you for some information / documents and non-submission of such information / documents from your side might affect the results of this verification.

The Company may withdraw this offer without any obligation whatsoever in case your background verification report is found to be unsatisfactory.

For applicants hired through campus or equivalent program, the offer stands withdrawn in case the examinations as prescribed by the institute/university are not cleared in the same session.

Other terms and conditions

a. In addition to the terms and conditions of employment herein above mentioned, you shall also observe and comply with and shall be bound by any rules, regulations and procedures which the Company may from time to time separately frame for observance and compliance by its officers and which would be communicated by the Company to you as and when required.
b. You will, unless prevented by ill health or accident and save while on approved leave, devote the whole of your time, attention and abilities to the business of the Company.
c. You will be true and faithful to the Company in all your accounts, dealings and transactions whatsoever relating to the business of the Company, and shall, at all times, when required, render a true and just account thereof to the Company or to such persons as shall be so authorized by the Company.
d. In case of your overstaying the sanctioned leave or for any absence without permission for more than 10 calendar days, you shall loose lien on your services and it will be considered you have voluntarily abandoned from the service and the Company will be entitled to strike off your name from its rolls without any reference to you.
e. As Company we give utmost importance to Safety, Quality and Environmental laws. In your area you will be responsible for observance/implementation of the same.
f. It will be your duty to intimate in writing to the management whenever there is any change of your residential address.

Piramal Capital & Housing Finance

Annexure "C"

List of documents to be carried at the time of joining :

Background Verification documents :

- S.S.C. Mark sheet, HSC Mark sheet, Graduation, Post-Graduation Mark Sheet & Certificates in original together with a set of self - attested Xerox copies.
- Relieving Letter from previous employers (last 5 years) as mentioned in your CV
- Last 3 months salary slips from previous employer
- Updated CV

Others Documents:

- Passport
- Aadhar Card
- PAN Card
- Scan Photograph (Please carry 2 passport size photographs on the date of joining)
- Cancelled Cheque for salary processing.

Request you to also send these documents to <HR.Operations@Piramal.com> along with signed acceptance copy of this Letter within a week.

Offer electronically accepted by: Purwar, Darshan
Offer electronically accepted on: Apr 20, 2019 10:02 AM
Offer electronically accepted from: 157.33.146.179

Ref Id: 215384
19-Apr-2019

Private & Confidential

Offer-Cum-Appointment Letter

Kasi Rahul Bharadwaj
H.no: 2-19-79/28, Street no.10,
Balaji Enclave, Kalyanpuri, Opp.Survey of India, Uppal,
Hyderabad
India
500039

Dear Kasi,

Congratulations! We are very excited to have you on board!

We are pleased to make an offer to you for the position of **"Management Trainee"- Fund Raising, Sales & Research-Property Sales & Product** at Piramal Capital & Housing Finance Limited (Company). You shall join the company on or before 12-Jun-2019. If you do not join on or before the above mentioned date, this Offer cum Appointment Letter (Letter) stands withdrawn. Your initial posting will be at **Hyderabad**. You shall be governed by the terms and conditions applicable to all employees of the Company .

The details of the Salary and other terms and conditions of your employment are enclosed herewith as following:
Annexure "A" : Salary and Benefits
Annexure "B" : General Terms & Conditions of Services for Managerial Personnel
Annexure "C" : Documents required at the time of joining

All the annexure mentioned above shall form a part and parcel of this Letter. If the terms and conditions enumerated in this Letter, including its annexure are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this Letter and return it to us within one week of the date of this Letter. In case no confirmation is received within the above mentioned period this Letter shall be deemed to have been withdrawn.

You are required to treat this Letter and its contents as strictly confidential.

We look forward for a long, successful and pleasant association with the Company.
Sincerely yours,

For **Piramal Capital & Housing Finance Limited**

Khushru Jijina
Managing Director

Accepted and Agreed:
Name: Kasi Rahul Bharadwaj
Signature:

Date:

Piramal Capital & Housing Finance Limited
(formerly Piramal Housing Finance Limited)

CIN :U65999MH2017PLC291071
Registered office: 2nd Floor, Piramal Tower, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013
T +91 22 62309200 F +912261513444
pchf.in

Piramal Capital & Housing Finance

ANNEXURE A
COMPENSATION DETAILS

Employee Name	Kasi Rahul Bharadwaj
Band / Grade	TRAINEE/TRAINEE
Business Unit & Department	Fund Raising, Sales & Research-Property Sales & Product
Location	Hyderabad

Component	Description	Payment Mode	Per Annum (in Rs.)	Per Month (in Rs.)
Basic	40% of Total Fixed Pay	Paid in monthly salary	224400	18700
Flexible Benefit Plan(FBP)	Balance amount	Paid in monthly salary (depending on Plan opted for)	292872	24406
Bonus	Fixed amount	Paid in monthly salary	16800	1400
Total			**534072**	**44506**
PF Co's Contribution	12% of Basic	Employer's contribution to Fund	26928	2244
Total Fixed Pay(TFP)	**Sum of Total and PF**		561000	46750
Performance Pay	@6% of TFP	Paid annually	33660	
Joining Bonus			50000	
Total CTC	**Sum of TFP, Performance Pay and Joining Bonus**		644660	

Notes:
-Flexible Benefit Plan (FBP) comprises of HRA, LTA, Education Allowance ,Company Leased Car & Reimbursements, Self-owned car & Reimbursements, NPS contribution, Voluntary PF and Learning Assistance Allowance ; basis eligibility. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
-Group Mediclaim Policy with coverage of self, spouse, 2 dependent children (up to the age of 21)and parents, as per company policy in existence and as amended from time to time.
-Gratuity will be applicable as per the Payment of Gratuity Act.
-Performance Pay : Nominal Value computed @ 6% of Total Fixed Pay. Actuals may be more or less, depending upon the performance of the business and individual (ranges from 0-12%).
-Bonus: The amount against this component will include Statutory Bonus Payment that you are entitled to under the Payment of Bonus Act, 1965 if it is applicable to you. This amount would be paid to you on a monthly basis along with your salary. This amount does not include any variable pay like Performance Pay/Incentive etc. if you are eligible for the same.

Piramal Capital & Housing Finance Limited
(formerly Piramal Housing Finance Limited)
CIN :U65999MH2017PLC291071
Registered office: 2nd Floor, Piramal Tower, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013
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pchf.in

Piramal Capital & Housing Finance

Joining Bonus

- In addition to the Total Fixed Pay, a joining bonus of Rs. 50000(Pre Tax) will be payable to you. The same would be paid upon joining in the first month's salary.
- Joining Bonus (Pre Tax) would be recovered in full from your full and final settlement in case you leave the organization within 2 years from the date of joining.

Piramal Capital & Housing Finance

Annexure "B"

GENERAL TERMS AND CONDITIONS OF SERVICE FOR MANAGERIAL PERSONNEL EMPLOYED BY COMPANY

The following are the broad terms and condition of your employment at the Company.Your employment with the Company shall be subject to the policies of the Company & Piramal Group as applicable from time to time read together with the terms of this Letter.

For the purpose of this Letter "Piramal Group" shall mean Piramal Enterprises Limited and all its subsidiaries, associate or group companies.

Compensation
You shall be paid compensation as per the details mentioned in Annexure "A" of this Letter with effect from the date of your joining.

Place of Work

Depending on the business needs of the Company, you may be required to undertake a periodic visit to the Company's other locations within or outside India. In view of the nature of our business, the Company may transfer you to different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or location of Company on a temporary or permanent basis whether within or outside India at its discretion as it may consider necessary from time to time. You may be sent on deputation to any other organization anywhere in the country or abroad which may be under the same management or under different managements.

Roles and Responsibilities

You shall properly, diligently and honestly perform all the duties, responsibilities which the Company may assign to you from time to time. For any duties performed by you not in good faith or in violation of applicable law or breach of this Letter and/or the policies of the Company, you shall be solely liable and shall reimburse the Company for any loss incurred by it as a consequence thereof.

Rules, Policies, Procedures and Code of Conduct

You shall comply at all times with the Company's rules, policies and procedures as amended from time to time ("Policies"). The Policies are incorporated by reference into this Letter and are subject to change, replacement or withdrawal at the discretion of the Company. It is your responsibility to keep yourself aware of all the policies of the Company at all times during your employment. By accepting this offer you hereby undertake that you shall comply with all the policies of the Company at all times during your employment. You hereby further undertake that you shall promptly disclose to the Company any transactions or matters which are, or may be, in contravention of the Policies.

You are also bound by the **Piramal Group** code of conduct in addition to the Company code of conduct and the **Fair Practice code**. The Company may implement the disciplinary procedure if you fail to comply with the code of conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.

Compliance
You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.
During the continuance of the employment you are expected to comply with the Company's and Piramal Group policies, practices and procedures and, if required, sign any necessary documentation with respect to such policies, practices and procedures.

Leave, work hours and weekly holidays
You shall be governed by the Company's policy pertaining to leave, work hours and weekly holidays.

Probation and Confirmation
You will be on probation for a period of 12 months. Upon successful completion of the probation and subsequent performance evaluation, your position may be confirmed. During the period of your probation, if your performance is found to be wanting or there are deficiencies in your performance, the management may at its discretion with a view to give you an opportunity to improve upon your performance, extend your period of probation by a letter in writing. Unless confirmed in writing, you will continue to be on probation.

Performance Bonus/Incentive Payments/Increment/Promotion
The Company may in its absolute discretion pay you a performance bonus/incentive of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determined from time to time in accordance with the Piramal Group policy. Each year you will qualify for a discretionary performance bonus/incentive based entirely on the Company's assessment of your performance during the previous year (April to March). Any bonus/incentive may be paid in cash, shares or any other form, may be deferred in full or in part, and may be forfeited or reduced in such circumstances and on such terms as the Company may determine appropriate.

The exercise of discretion to pay a bonus/incentive in one financial year shall not bind the Company or act as a precedent for the exercise of discretion in any other financial year. If, on or before the date when a bonus/incentive might otherwise have been payable your employment has terminated or either party has given notice under these terms and conditions to terminate your employment, you will not be entitled to receive any such bonus/incentive (whether in cash, shares or any other form).

Annual increment will be given only to those employees who have joined the organization on or before 30th September of that particular performance year. Increments will be given on fixed pay only. Increments will be based strictly on individual and business performance. In case individual and/or business performance is not satisfactory, the Company, at its discretion can decide not to give any increment whatsoever. Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Neither the promotion nor the increment can be claimed as a matter of right. The Company reserves the right to amend, change or cancel the above terms pertaining to the bonus/increment, at any time without prior notice.

Retiral benefits
You will be entitled for Provident Fund and Gratuity as per the rules applicable to Management Personnel, which may be changed from time to time.

Group Mediclaim policy
Group Mediclaim Policy is applicable to all the Management Staff working with the Company for his/her family members (Spouse, two children (up to 21 years) and parents). Hospitalization expenses due to accidental injury or sickness will be covered. The limits of coverage would be as mentioned in the Company policy and would vary as per the management band in which you are placed at any given time period of your service. The policy is liable to change as per the discretion of the management from time to time. Employees should refer to the policy board for changes/revisions, which may take place from time to time.

Tax
You will be fully liable for the payment of income tax on your total remuneration including bonuses/ variable pay to the income tax authorities including other such statutory dues/taxes and this will be your personal responsibility. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Deductions from Annual Gross Remuneration Package
You agree that, at any time during your employment or on termination, the Company will deduct from your annual gross remuneration package any overpayment made or amounts owed by you. This includes but is not limited to any excess holiday/(leave), outstanding loans, advances, joining expenses, relocation expenses, and the cost of repairing any damage or loss to Company's property or equipment caused by you.

The Company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation and other amounts as applicable; and to adjust and deduct there from, any or all amounts due to be recoverable from or payable by you to the Company on any count.

Confidentiality
You will not either during your employment or at any time post resignation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Company, of any of Piramal Group Company or of any their customer, supplier or other person having dealings with the Company and any of the Piramal Group Company, as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Company.

In performing your duties, you may from time to time receive or obtain information/ data/ documents from the Company or a related or associated or subsidiary or affiliated Company or any of Piramal Group Company or otherwise have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature ("the Information").

In consideration of the Company making the information/ data/ documents available, you undertake and agree that you will:
a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Company, any of the Information/data/documents which you may (whether before or after the date of this Letter) receive or obtain;
b. Not use the Information/data/documents for any purpose other than in connection with your services to the Company;
c. Immediately return or destroy (at the Company's option) the original and all copies of any records of the information/ data/ documents (in whatever form) and all notes and other documents embodying any of the information on the first to occur of any of the following:
    i. on the Company's demand;
    ii. on termination or expiration of your employment with the Company.

Information, Assets and Systems
When you join the Company you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Piramal Group policies relating to them. You should refer to the code of conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Intellectual Properties
You acknowledge that ownership of, and all right, title, and interest in the intellectual properties shall at all-time vest in the Company. You expressly agree that all intellectual properties created by you during the course of your employment shall be under a contract of service and shall belong to the Company only.

You shall, whenever requested so to do by the Company whether during or after the termination of your employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

You may have access to third party intellectual property that has been acquired by the Company by licenses or otherwise in the course of your employment in the Company. Any unauthorised reproduction, transmitting, publishing, adapting, storing, copying, modifying, distributing, displaying, reformatting, editing, excerpting, hosting, broadcasting, routing or any other misuse of the third party intellectual property by you is strictly prohibited and will constitute grounds for immediate termination of employment.
You shall execute and comply with the proprietary information and inventions agreement with the Company, which prohibits unauthorized use or disclosure of Company's inventions and

proprietary information.

Indemnity
You shall, at all times during the course of your employment in the Company (and even after the termination with respect to the terms contained herein) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any unauthorized disclosure or use of the Confidential Information by you or any person related to you that may have access to such Confidential Information through you.

Non Solicitation
This non-solicitation condition will be binding on the employee for a period of 2 years from the date of cessation/ termination of his / her services from the Company and any breach in the said condition would result in considerable damages/loss to the Company, which cannot be adequately compensable by money damages.

The Employee agrees and undertakes that in such an event the Employee shall fully indemnify and reimburse the Company to the extent of such costs (liquidated damages).

You agree that for a period of 2 years from termination or expiration of your employment with the Company, you shall not solicit or entice by any means whatsoever,

a. Any client of the Company with whom Piramal Group is currently (during your period of employment) running a deal/mandate or any deal/ mandate that became known to you during your employment at the Company.
b. Any person of Piramal Group who was employed by the Company or any Piramal Group Company or any person whose name became known to you during your employment at the Company in any office and in any capacity.
c. You shall not work at the capacity of Executive or Non-Executive member of the board of the Piramal supplier, vendor or partner.
d. Your agreement “not to solicit” means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Company to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Company.

Medical Fitness & Verification of Particulars
Your appointment is subject to:
a. You being medically fit and continuing to remain fit thereafter. Company has the right to get you medically examined by any certified medical practitioner during the period of your service. If, from such examination, the Company is of the opinion that continuance of your service is medically not advisable or that you are not in a position to discharge your duty satisfactorily or you are found to be incapacitated from performing your duties, the Company may terminate your services on the grounds of continued ill-health.
b. Satisfactory verification of your character, antecedents and testimonials through reference checks or background screening. In case particulars mentioned in your application / Curriculum Vitae / Resume are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
c. Submission of dues clearance certificate and / or Relieving Letter from your last employer.
d. Salary of previous Company declared by you should match with the proof submitted to us. In case the salary particulars declared by you are found false or incorrect, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
e. Based on the information furnished by you about yourself. If during the employment it is found that any of the details and/or information furnished by you is incorrect/false or is in contravention to the Company’s code of conduct or rules of the Company or if it is found that you have concealed/fabricated documents/records/testimonials of your past training/employment, your service shall be liable to be terminated at source without any notice and such cessation of the employment will be for the reasons attributable to you.

Non Conflict of Interest and No External Employment
You will not, during your employment with the Company, except with the specific approval of the Company, undertake other full time or part time work for remuneration or work which will

adversely affect your professional image and integrity as an employee of the Company. Assignments of social, charitable, literary, religious work or board membership of any other Company can be pursued with prior approval of the Company.

Receipt of Payments and Benefits from Third Parties
Subject to any Piramal Group regulations issued and amended from time to time, neither you nor any member of your family, nor any Company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Company if you, any member of your family or any Company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Company for the amount received or the value of the benefit so obtained.

Governing Law
The interpretation and enforcement of this letter shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.
It is expressly agreed that this appointment is made on the basis that your services being mainly of a management and/or supervisory nature, you will not be entitled to any rights, privileges and benefits as may be or become applicable to employees covered by the Industrial Disputes Act, 1947.

Changes to your Terms of Services
The Company shall have the right to add, to alter, modify or abrogate from time to time any term of the Contract of Employment, including remuneration and perquisites, which will be communicated to you either by individual letter or by circular. Any changes will take effect from the date stated in the communication.
In relation to the benefit policies referred to in this contract, the Company reserve the right to withdraw or alter their terms without notice at any time and you may in certain circumstances be excluded from participation in any policy/ scheme or any element within it.
You should, acquaint yourself with all Company rules and policies which are applicable to you. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local rules, regulations, and by-laws and any and all applicable laws in relation thereto. Violation of any of these rules, regulations, laws or provisions may result in the immediate termination of your employment.
In case you are convicted by Judicial Authority under Civil Procedure code, Criminal Procedure Code or Indian Penal Code it will lead to breach of trust between employer and employee relationship and your services will be terminated on the date of such judicial pronouncement.

Warranty
You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

Data Protection
The Company may be required to process, transfer and store your personal and sensitive data in any of the other Company locations. By signing this Letter, you acknowledge and agree that the Company and Piramal Group Human Resources Department (HR) is permitted to hold personal information about you as part of our personnel and other business records and that the Company and Piramal Group HR may use such information in the course of its business. You agree that the Company and Piramal Group HR may disclose such information to third parties in the event that such disclosure is in our view required for the proper conduct of our business or that of any associated Company. This clause applies to information held, used or disclosed in any medium.

Normal Retirement Age
You will retire on attaining the age of 58 years. Your date of birth as given by you, with the Company is recorded as 30-Jul-1993 and the same shall be treated as authoritative and final in the records of the Company. The same will remain unchanged and as a condition of employment you will automatically retire at the end of the month in which you attain the superannuation age and that no further notice whatsoever to you will be necessary in this regard. No request for change in date of birth will be entertained during the period of your service.

Notice of Resignation/Termination
During Probation: Thirty days' notice on either side with the Company retaining the right to pay salary in lieu of the notice if so required. The payment in lieu of notice will be calculated on your Gross Salary. However, based on your performance during the probation period, the Company reserves the right to reduce/dispense with or extend the probationary period at its sole discretion or terminate your service with immediate effect, without giving any notice or assigning any reasons.

Post Confirmation: Ninety days' notice on either side with the Company retaining the right to pay salary in lieu of the notice. The payment in lieu of notice will be calculated on your Gross Salary.

The Company reserves its right to dispense with the notice period and/or part thereof in its sole discretion by accepting your resignation with immediate effect i.e. even before the last date of working/resignation mentioned in the resignation letter. In such an event you shall be paid salary calculated on your Gross Salary for the notice period and/or part thereof.

If at any time, in the opinion of the Management, you are found guilty of indiscipline, dishonesty, disobedience, disorderly behaviour, moral turpitude, theft, fraud or violation of the Code of Business Conduct or withholding of any information in the application form or any other form of misconduct, in ordinary parlance negligence or acted in a manner detrimental to the interests of the Company, your services are liable for termination with immediate effect and in this case notice pay will not be payable by the Company.

Termination
Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with immediate effect by paying proportionate in lieu of any notice period applicable to you. The Company also reserves the right to terminate your employment without cause, with a notice as approved by the organisation or by paying proportionate gross salary (excluding variable pay) in lieu of applicable notice period.

If you wish to terminate your employment with the Company, you shall be required to serve notice as applicable to you. The Company may however, at its sole discretion, waive off the notice period, in full or in part, with or without proportionate notice period deduction of gross salary in lieu of short notice, without assuming any liability to compensate you in respect of the period so waived.

Notwithstanding anything contained in this letter, the Company may terminate your employment with immediate effect, at any time without notice or payment in lieu thereof or any compensation whatsoever for cause. For the purpose of this letter, "Cause" shall mean any one or more of the following:
a. Any breach of integrity, act of dishonesty, embezzlement, breach of statutory duties, breach of confidentiality obligations, pilferage and theft, attending work under the influence of alcohol, or drugs or any other intoxicating substances.
b. Breach of the Company rules and policies, guilty of serious misconduct, disobedience of reasonable orders from superiors, causing actual or threatening physical harm or damage to Company property or any misconduct by you or in case of breach of the terms, conditions or stipulations contained in this letter.
c. You being convicted of any criminal offence or committing fraud against, or the misappropriation of material property belonging to the Company;
d. Your absence without approved leave for a period of more than 10 days;
e. You become insolvent or restrained under any contract or arrangement or is under any legal disability from performing his/her obligations;
f. You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute or which may jeopardize or prejudice the business and/or reputation of the Company;
g. Any material violation of the Company's policies;
h. The results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.

The employee accepts and agrees not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company

Consequences of termination of your employment
Upon termination of your employment for any reason whatsoever,You shall:

a. Automatically vacate all offices held by you as a result of your employment with the Company;
b. Immediately hand over to us the Company's property including but not limited to all papers, laptops, documents, security pass and/or identity card, Company sponsored credit cards, any premises and/or car(s) etc. and you must not retain any copies, extract or reproductions of all or any part of that property or confidential information.
c. You will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property Rights (as defined in this letter);
d. You must not make any statements (whether orally or in writing) or do anything which might damage the reputation and/or business of the Company or interfere with the Company's relationships with its clients and customers; and
e. You must not thereafter represent yourself as an employee of the Company in any manner whatsoever.
f. Not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company.

Background Verification Check
The offer described above is subject to satisfactory completion of background verification as the Company may consider necessary. As part of this process we may ask you for some information / documents and non-submission of such information / documents from your side might affect the results of this verification.

The Company may withdraw this offer without any obligation whatsoever in case your background verification report is found to be unsatisfactory.

For applicants hired through campus or equivalent program, the offer stands withdrawn in case the examinations as prescribed by the institute/university are not cleared in the same session.

Other terms and conditions
a. In addition to the terms and conditions of employment herein above mentioned, you shall also observe and comply with and shall be bound by any rules, regulations and procedures which the Company may from time to time separately frame for observance and compliance by its officers and which would be communicated by the Company to you as and when required.
b. You will, unless prevented by ill health or accident and save while on approved leave, devote the whole of your time, attention and abilities to the business of the Company.
c. You will be true and faithful to the Company in all your accounts, dealings and transactions whatsoever relating to the business of the Company, and shall, at all times, when required, render a true and just account thereof to the Company or to such persons as shall be so authorized by the Company.
d. In case of your overstaying the sanctioned leave or for any absence without permission for more than 10 calendar days, you shall loose lien on your services and it will be considered you have voluntarily abandoned from the service and the Company will be entitled to strike off your name from its rolls without any reference to you.
e. As Company we give utmost importance to Safety, Quality and Environmental laws. In your area you will be responsible for observance/implementation of the same.
f. It will be your duty to intimate in writing to the management whenever there is any change of your residential address.

Piramal
Capital & Housing Finance

Annexure "C"

List of documents to be carried at the time of joining :

Background Verification documents :

- S.S.C. Mark sheet, HSC Mark sheet, Graduation, Post-Graduation Mark Sheet & Certificates in original together with a set of self - attested Xerox copies.
- Relieving Letter from previous employers (last 5 years) as mentioned in your CV
- Last 3 months salary slips from previous employer
- Updated CV

Others Documents:

- Passport
- Aadhar Card
- PAN Card
- Scan Photograph (Please carry 2 passport size photographs on the date of joining)
- Cancelled Cheque for salary processing.

Request you to also send these documents to <HR.Operations@Piramal.com> along with signed acceptance copy of this Letter within a week.

pnb Housing
Finance Limited
Ghar Ki Baat

PNB HFL/FY19-20/030

06th March, 2019

Sakshi Mundra
In Front of Balaji Hospital,
Near Galaxy Hotel , City Road,
Madanganj – Kishangarh, Ajmer,
Rajasthan - 305801.

Offer of Employment in PNB Housing Finance Limited

Dear Sakshi,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 07th April 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Shilpa Shome (Senior Manager – Human Resources) at 9830936614

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

pnb Housing Finance Limited

Ghar Ki Baat

Annexure A

Name	**Sakshi Mundra**	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Piramal
Capital & Housing Finance

Ref Id: 215394
19-Apr-2019

Private & Confidential

Offer-Cum-Appointment Letter

Sanket Samir Choudhary
58, Navnirman society,
Pratap. Ring road,
Nagar
India
440022

Dear Sanket,

Congratulations! We are very excited to have you on board!

We are pleased to make an offer to you for the position of **"Management Trainee"- Fund Raising, Sales & Research-Property Sales & Product** at Piramal Capital & Housing Finance Limited (Company). You shall join the company on or before 12-Jun-2019. If you do not join on or before the above mentioned date, this Offer cum Appointment Letter (Letter) stands withdrawn. Your initial posting will be at **Chennai**. You shall be governed by the terms and conditions applicable to all employees of the Company .

The details of the Salary and other terms and conditions of your employment are enclosed herewith as following:
Annexure "A" : Salary and Benefits
Annexure "B" : General Terms & Conditions of Services for Managerial Personnel
Annexure "C" : Documents required at the time of joining

All the annexure mentioned above shall form a part and parcel of this Letter. If the terms and conditions enumerated in this Letter, including its annexure are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this Letter and return it to us within one week of the date of this Letter. In case no confirmation is received within the above mentioned period this Letter shall be deemed to have been withdrawn.

You are required to treat this Letter and its contents as strictly confidential.

We look forward for a long, successful and pleasant association with the Company.
Sincerely yours,

For **Piramal Capital & Housing Finance Limited**

Khushru Jijina
Managing Director

Accepted and Agreed:
Name: Sanket Samir Choudhary
Signature:

Date:

Piramal Capital & Housing Finance Limited
(formerly Piramal Housing Finance Limited)
CIN :U65999MH2017PLC291071
Registered office: 2nd Floor, Piramal Tower, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013
T +91 22 62309200 F +912261513444
pchf.in

Piramal Capital & Housing Finance

ANNEXURE A
COMPENSATION DETAILS

Employee Name	Sanket Samir Choudhary
Band / Grade	TRAINEE/TRAINEE
Business Unit & Department	Fund Raising, Sales & Research-Property Sales & Product
Location	Chennai

Component	Description	Payment Mode	Per Annum (in Rs.)	Per Month (in Rs.)
Basic	40% of Total Fixed Pay	Paid in monthly salary	224400	18700
Flexible Benefit Plan(FBP)	Balance amount	Paid in monthly salary (depending on Plan opted for)	292872	24406
Bonus	Fixed amount	Paid in monthly salary	16800	1400
Total			**534072**	**44506**
PF Co's Contribution	12% of Basic	Employer's contribution to Fund	26928	2244
Total Fixed Pay(TFP)	**Sum of Total and PF**		561000	46750
Performance Pay	@6% of TFP	Paid annually	33660	
Joining Bonus			50000	
Total CTC	**Sum of TFP, Performance Pay and Joining Bonus**		644660	

Notes:
-Flexible Benefit Plan (FBP) comprises of HRA, LTA, Education Allowance ,Company Leased Car & Reimbursements, Self-owned car & Reimbursements, NPS contribution, Voluntary PF and Learning Assistance Allowance ; basis eligibility. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
-Group Mediclaim Policy with coverage of self, spouse, 2 dependent children (up to the age of 21)and parents, as per company policy in existence and as amended from time to time.
-Gratuity will be applicable as per the Payment of Gratuity Act.
-Performance Pay : Nominal Value computed @ 6% of Total Fixed Pay. Actuals may be more or less, depending upon the performance of the business and individual (ranges from 0-12%).
-Bonus: The amount against this component will include Statutory Bonus Payment that you are entitled to under the Payment of Bonus Act, 1965 if it is applicable to you. This amount would be paid to you on a monthly basis along with your salary. This amount does not include any variable pay like Performance Pay/Incentive etc. if you are eligible for the same.

Piramal Capital & Housing Finance Limited
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pchf.in

Piramal Capital & Housing Finance

Joining Bonus

- In addition to the Total Fixed Pay, a joining bonus of Rs. 50000(Pre Tax) will be payable to you. The same would be paid upon joining in the first month's salary.
- Joining Bonus (Pre Tax) would be recovered in full from your full and final settlement in case you leave the organization within 2 years from the date of joining.

Piramal Capital & Housing Finance

Annexure "B"

GENERAL TERMS AND CONDITIONS OF SERVICE FOR MANAGERIAL PERSONNEL EMPLOYED BY COMPANY

The following are the broad terms and condition of your employment at the Company.Your employment with the Company shall be subject to the policies of the Company & Piramal Group as applicable from time to time read together with the terms of this Letter.

For the purpose of this Letter "Piramal Group" shall mean Piramal Enterprises Limited and all its subsidiaries, associate or group companies.

Compensation
You shall be paid compensation as per the details mentioned in Annexure "A" of this Letter with effect from the date of your joining.

Place of Work

Depending on the business needs of the Company, you may be required to undertake a periodic visit to the Company's other locations within or outside India. In view of the nature of our business, the Company may transfer you to different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or location of Company on a temporary or permanent basis whether within or outside India at its discretion as it may consider necessary from time to time. You may be sent on deputation to any other organization anywhere in the country or abroad which may be under the same management or under different managements.

Roles and Responsibilities

You shall properly, diligently and honestly perform all the duties, responsibilities which the Company may assign to you from time to time. For any duties performed by you not in good faith or in violation of applicable law or breach of this Letter and/or the policies of the Company, you shall be solely liable and shall reimburse the Company for any loss incurred by it as a consequence thereof.

Rules, Policies, Procedures and Code of Conduct

You shall comply at all times with the Company's rules, policies and procedures as amended from time to time ("Policies"). The Policies are incorporated by reference into this Letter and are subject to change, replacement or withdrawal at the discretion of the Company. It is your responsibility to keep yourself aware of all the policies of the Company at all times during your employment. By accepting this offer you hereby undertake that you shall comply with all the policies of the Company at all times during your employment. You hereby further undertake that you shall promptly disclose to the Company any transactions or matters which are, or may be, in contravention of the Policies.

You are also bound by the **Piramal Group** code of conduct in addition to the Company code of conduct and the **Fair Practice code**. The Company may implement the disciplinary procedure if you fail to comply with the code of conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.

Compliance
You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.
During the continuance of the employment you are expected to comply with the Company's and Piramal Group policies, practices and procedures and, if required, sign any necessary documentation with respect to such policies, practices and procedures.

Leave, work hours and weekly holidays
You shall be governed by the Company's policy pertaining to leave, work hours and weekly holidays.

Probation and Confirmation
You will be on probation for a period of 12 months. Upon successful completion of the probation and subsequent performance evaluation, your position may be confirmed. During the period of your probation, if your performance is found to be wanting or there are deficiencies in your performance, the management may at its discretion with a view to give you an opportunity to improve upon your performance, extend your period of probation by a letter in writing. Unless confirmed in writing, you will continue to be on probation.

Performance Bonus/Incentive Payments/Increment/Promotion
The Company may in its absolute discretion pay you a performance bonus/incentive of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determined from time to time in accordance with the Piramal Group policy. Each year you will qualify for a discretionary performance bonus/incentive based entirely on the Company's assessment of your performance during the previous year (April to March). Any bonus/incentive may be paid in cash, shares or any other form, may be deferred in full or in part, and may be forfeited or reduced in such circumstances and on such terms as the Company may determine appropriate.

The exercise of discretion to pay a bonus/incentive in one financial year shall not bind the Company or act as a precedent for the exercise of discretion in any other financial year. If, on or before the date when a bonus/incentive might otherwise have been payable your employment has terminated or either party has given notice under these terms and conditions to terminate your employment, you will not be entitled to receive any such bonus/incentive (whether in cash, shares or any other form).

Annual increment will be given only to those employees who have joined the organization on or before 30th September of that particular performance year. Increments will be given on fixed pay only. Increments will be based strictly on individual and business performance. In case individual and/or business performance is not satisfactory, the Company, at its discretion can decide not to give any increment whatsoever. Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Neither the promotion nor the increment can be claimed as a matter of right. The Company reserves the right to amend, change or cancel the above terms pertaining to the bonus/increment, at any time without prior notice.

Retiral benefits
You will be entitled for Provident Fund and Gratuity as per the rules applicable to Management Personnel, which may be changed from time to time.

Group Mediclaim policy
Group Mediclaim Policy is applicable to all the Management Staff working with the Company for his/her family members (Spouse, two children (up to 21 years) and parents). Hospitalization expenses due to accidental injury or sickness will be covered. The limits of coverage would be as mentioned in the Company policy and would vary as per the management band in which you are placed at any given time period of your service. The policy is liable to change as per the discretion of the management from time to time. Employees should refer to the policy board for changes/revisions, which may take place from time to time.

Tax
You will be fully liable for the payment of income tax on your total remuneration including bonuses/ variable pay to the income tax authorities including other such statutory dues/taxes and this will be your personal responsibility. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Deductions from Annual Gross Remuneration Package
You agree that, at any time during your employment or on termination, the Company will deduct from your annual gross remuneration package any overpayment made or amounts owed by you. This includes but is not limited to any excess holiday/(leave), outstanding loans, advances, joining expenses, relocation expenses, and the cost of repairing any damage or loss to Company's property or equipment caused by you.

The Company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation and other amounts as applicable; and to adjust and deduct there from, any or all amounts due to be recoverable from or payable by you to the Company on any count.

Confidentiality

You will not either during your employment or at any time post resignation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Company, of any of Piramal Group Company or of any their customer, supplier or other person having dealings with the Company and any of the Piramal Group Company, as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Company.

In performing your duties, you may from time to time receive or obtain information/ data/ documents from the Company or a related or associated or subsidiary or affiliated Company or any of Piramal Group Company or otherwise have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature ("the Information").

In consideration of the Company making the information/ data/ documents available, you undertake and agree that you will:
a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Company, any of the Information/data/documents which you may (whether before or after the date of this Letter) receive or obtain;
b. Not use the Information/data/documents for any purpose other than in connection with your services to the Company;
c. Immediately return or destroy (at the Company's option) the original and all copies of any records of the information/ data/ documents (in whatever form) and all notes and other documents embodying any of the information on the first to occur of any of the following:
    i. on the Company's demand;
    ii. on termination or expiration of your employment with the Company.

Information, Assets and Systems
When you join the Company you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Piramal Group policies relating to them. You should refer to the code of conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Intellectual Properties
You acknowledge that ownership of, and all right, title, and interest in the intellectual properties shall at all-time vest in the Company. You expressly agree that all intellectual properties created by you during the course of your employment shall be under a contract of service and shall belong to the Company only.

You shall, whenever requested so to do by the Company whether during or after the termination of your employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

You may have access to third party intellectual property that has been acquired by the Company by licenses or otherwise in the course of your employment in the Company. Any unauthorised reproduction, transmitting, publishing, adapting, storing, copying, modifying, distributing, displaying, reformatting, editing, excerpting, hosting, broadcasting, routing or any other misuse of the third party intellectual property by you is strictly prohibited and will constitute grounds for immediate termination of employment.
You shall execute and comply with the proprietary information and inventions agreement with the Company, which prohibits unauthorized use or disclosure of Company's inventions and proprietary information.

Indemnity
You shall, at all times during the course of your employment in the Company (and even after the termination with respect to the terms contained herein) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any unauthorized disclosure or

use of the Confidential Information by you or any person related to you that may have access to such Confidential Information through you.

Non Solicitation
This non-solicitation condition will be binding on the employee for a period of 2 years from the date of cessation/ termination of his / her services from the Company and any breach in the said condition would result in considerable damages/loss to the Company, which cannot be adequately compensable by money damages.

The Employee agrees and undertakes that in such an event the Employee shall fully indemnify and reimburse the Company to the extent of such costs (liquidated damages).

You agree that for a period of 2 years from termination or expiration of your employment with the Company, you shall not solicit or entice by any means whatsoever,

a. Any client of the Company with whom Piramal Group is currently (during your period of employment) running a deal/mandate or any deal/ mandate that became known to you during your employment at the Company.
b. Any person of Piramal Group who was employed by the Company or any Piramal Group Company or any person whose name became known to you during your employment at the Company in any office and in any capacity.
c. You shall not work at the capacity of Executive or Non-Executive member of the board of the Piramal supplier, vendor or partner.
d. Your agreement “not to solicit” means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Company to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Company.

Medical Fitness & Verification of Particulars
Your appointment is subject to:
a. You being medically fit and continuing to remain fit thereafter. Company has the right to get you medically examined by any certified medical practitioner during the period of your service. If, from such examination, the Company is of the opinion that continuance of your service is medically not advisable or that you are not in a position to discharge your duty satisfactorily or you are found to be incapacitated from performing your duties, the Company may terminate your services on the grounds of continued ill-health.
b. Satisfactory verification of your character, antecedents and testimonials through reference checks or background screening. In case particulars mentioned in your application / Curriculum Vitae / Resume are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
c. Submission of dues clearance certificate and / or Relieving Letter from your last employer.
d. Salary of previous Company declared by you should match with the proof submitted to us. In case the salary particulars declared by you are found false or incorrect, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
e. Based on the information furnished by you about yourself. If during the employment it is found that any of the details and/or information furnished by you is incorrect/false or is in contravention to the Company’s code of conduct or rules of the Company or if it is found that you have concealed/fabricated documents/records/testimonials of your past training/employment, your service shall be liable to be terminated at source without any notice and such cessation of the employment will be for the reasons attributable to you.

Non Conflict of Interest and No External Employment
You will not, during your employment with the Company, except with the specific approval of the Company, undertake other full time or part time work for remuneration or work which will adversely affect your professional image and integrity as an employee of the Company. Assignments of social, charitable, literary, religious work or board membership of any other Company can be pursued with prior approval of the Company.

Receipt of Payments and Benefits from Third Parties
Subject to any Piramal Group regulations issued and amended from time to time, neither you nor any member of your family, nor any Company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Company if you, any member of your family or any Company or business entity in which you or they have an interest, directly or indirectly obtain

any such payment, discount, rebate, commission or other benefit you will forthwith account to the Company for the amount received or the value of the benefit so obtained.

Governing Law
The interpretation and enforcement of this letter shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.
It is expressly agreed that this appointment is made on the basis that your services being mainly of a management and/or supervisory nature, you will not be entitled to any rights, privileges and benefits as may be or become applicable to employees covered by the Industrial Disputes Act, 1947.

Changes to your Terms of Services
The Company shall have the right to add, to alter, modify or abrogate from time to time any term of the Contract of Employment, including remuneration and perquisites, which will be communicated to you either by individual letter or by circular. Any changes will take effect from the date stated in the communication.
In relation to the benefit policies referred to in this contract, the Company reserve the right to withdraw or alter their terms without notice at any time and you may in certain circumstances be excluded from participation in any policy/ scheme or any element within it.
You should, acquaint yourself with all Company rules and policies which are applicable to you. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local rules, regulations, and by-laws and any and all applicable laws in relation thereto. Violation of any of these rules, regulations, laws or provisions may result in the immediate termination of your employment.
In case you are convicted by Judicial Authority under Civil Procedure code, Criminal Procedure Code or Indian Penal Code it will lead to breach of trust between employer and employee relationship and your services will be terminated on the date of such judicial pronouncement.

Warranty
You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

Data Protection
The Company may be required to process, transfer and store your personal and sensitive data in any of the other Company locations. By signing this Letter, you acknowledge and agree that the Company and Piramal Group Human Resources Department (HR) is permitted to hold personal information about you as part of our personnel and other business records and that the Company and Piramal Group HR may use such information in the course of its business. You agree that the Company and Piramal Group HR may disclose such information to third parties in the event that such disclosure is in our view required for the proper conduct of our business or that of any associated Company. This clause applies to information held, used or disclosed in any medium.

Normal Retirement Age
You will retire on attaining the age of 58 years. Your date of birth as given by you, with the Company is recorded as 29-Aug-1996 and the same shall be treated as authoritative and final in the records of the Company. The same will remain unchanged and as a condition of employment you will automatically retire at the end of the month in which you attain the superannuation age and that no further notice whatsoever to you will be necessary in this regard. No request for change in date of birth will be entertained during the period of your service.

Notice of Resignation/Termination
During Probation: Thirty days' notice on either side with the Company retaining the right to pay salary in lieu of the notice if so required. The payment in lieu of notice will be calculated on your Gross Salary. However, based on your performance during the probation period, the Company reserves the right to reduce/dispense with or extend the probationary period at its sole discretion or terminate your service with immediate effect, without giving any notice or assigning any reasons.

Post Confirmation: Ninety days' notice on either side with the Company retaining the right to pay salary in lieu of the notice. The payment in lieu of notice will be calculated on your Gross Salary.

The Company reserves its right to dispense with the notice period and/or part thereof in its sole discretion by accepting your resignation with immediate effect i.e. even before the last date of working/resignation mentioned in the resignation letter. In such an event you shall be paid salary calculated on your Gross Salary for the notice period and/or part thereof.

If at any time, in the opinion of the Management, you are found guilty of indiscipline, dishonesty, disobedience, disorderly behaviour, moral turpitude, theft, fraud or violation of the Code of Business Conduct or withholding of any information in the application form or any other form of misconduct, in ordinary parlance negligence or acted in a manner detrimental to the interests of the Company, your services are liable for termination with immediate effect and in this case notice pay will not be payable by the Company.

Termination

Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with immediate effect by paying proportionate in lieu of any notice period applicable to you. The Company also reserves the right to terminate your employment without cause, with a notice as approved by the organisation or by paying proportionate gross salary (excluding variable pay) in lieu of applicable notice period.

If you wish to terminate your employment with the Company, you shall be required to serve notice as applicable to you. The Company may however, at its sole discretion, waive off the notice period, in full or in part, with or without proportionate notice period deduction of gross salary in lieu of short notice, without assuming any liability to compensate you in respect of the period so waived.

Notwithstanding anything contained in this letter, the Company may terminate your employment with immediate effect, at any time without notice or payment in lieu thereof or any compensation whatsoever for cause. For the purpose of this letter, "Cause" shall mean any one or more of the following:

a. Any breach of integrity, act of dishonesty, embezzlement, breach of statutory duties, breach of confidentiality obligations, pilferage and theft, attending work under the influence of alcohol, or drugs or any other intoxicating substances.

b. Breach of the Company rules and policies, guilty of serious misconduct, disobedience of reasonable orders from superiors, causing actual or threatening physical harm or damage to Company property or any misconduct by you or in case of breach of the terms, conditions or stipulations contained in this letter.

c. You being convicted of any criminal offence or committing fraud against, or the misappropriation of material property belonging to the Company;

d. Your absence without approved leave for a period of more than 10 days;

e. You become insolvent or restrained under any contract or arrangement or is under any legal disability from performing his/her obligations;

f. You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute or which may jeopardize or prejudice the business and/or reputation of the Company;

g. Any material violation of the Company's policies;

h. The results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.

The employee accepts and agrees not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company

Consequences of termination of your employment

Upon termination of your employment for any reason whatsoever,You shall:

a. Automatically vacate all offices held by you as a result of your employment with the Company;

b. Immediately hand over to us the Company's property including but not limited to all papers, laptops, documents, security pass and/or identity card, Company sponsored credit cards, any premises and/or car(s) etc. and you must not retain any copies, extract or reproductions of all or any part of that property or confidential information.

c. You will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property Rights (as defined in this letter);

d. You must not make any statements (whether orally or in writing) or do anything which might damage the reputation and/or business of the Company or interfere with the Company's relationships with its clients and customers; and

e. You must not thereafter represent yourself as an employee of the Company in any manner whatsoever.

f. Not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company.

Background Verification Check

The offer described above is subject to satisfactory completion of background verification as the Company may consider necessary. As part of this process we may ask you for some information / documents and non-submission of such information / documents from your side might affect the results of this verification.

The Company may withdraw this offer without any obligation whatsoever in case your background verification report is found to be unsatisfactory.

For applicants hired through campus or equivalent program, the offer stands withdrawn in case the examinations as prescribed by the institute/university are not cleared in the same session.

Other terms and conditions

a. In addition to the terms and conditions of employment herein above mentioned, you shall also observe and comply with and shall be bound by any rules, regulations and procedures which the Company may from time to time separately frame for observance and compliance by its officers and which would be communicated by the Company to you as and when required.
b. You will, unless prevented by ill health or accident and save while on approved leave, devote the whole of your time, attention and abilities to the business of the Company.
c. You will be true and faithful to the Company in all your accounts, dealings and transactions whatsoever relating to the business of the Company, and shall, at all times, when required, render a true and just account thereof to the Company or to such persons as shall be so authorized by the Company.
d. In case of your overstaying the sanctioned leave or for any absence without permission for more than 10 calendar days, you shall loose lien on your services and it will be considered you have voluntarily abandoned from the service and the Company will be entitled to strike off your name from its rolls without any reference to you.
e. As Company we give utmost importance to Safety, Quality and Environmental laws. In your area you will be responsible for observance/implementation of the same.
f. It will be your duty to intimate in writing to the management whenever there is any change of your residential address.

Piramal
Capital & Housing Finance

Annexure "C"

List of documents to be carried at the time of joining :

Background Verification documents :

- S.S.C. Mark sheet, HSC Mark sheet, Graduation, Post-Graduation Mark Sheet & Certificates in original together with a set of self - attested Xerox copies.
- Relieving Letter from previous employers (last 5 years) as mentioned in your CV
- Last 3 months salary slips from previous employer
- Updated CV

Others Documents:

- Passport
- Aadhar Card
- PAN Card
- Scan Photograph (Please carry 2 passport size photographs on the date of joining)
- Cancelled Cheque for salary processing.

Request you to also send these documents to <HR.Operations@Piramal.com> along with signed acceptance copy of this Letter within a week.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/017

12th Mar, 2019

Saurav Kumar,
B-514, IFHE Boys Hostel,
IBS Campus, Hyderabad-501203

Offer of Employment in PNB Housing Finance Limited

Dear Saurav,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 7th Apr 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Navnit Kaur Parhar (Zonal HR Manager - North) at 7292016036.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

pnb Housing Finance Limited

Ghar Ki Baat

Name	Saurav Kumar	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Ref Id: 215407
19-Apr-2019

Private & Confidential

Offer-Cum-Appointment Letter

Shamini Prasad
304-Suvarna, Konkan Rail Vihar,
Seawoods
Navi Mumbai
India
400706

Dear Shamini,

Congratulations! We are very excited to have you on board!

We are pleased to make an offer to you for the position of **"Management Trainee"- Fund Raising, Sales & Research-Property Sales & Product** at Piramal Capital & Housing Finance Limited (Company). You shall join the company on or before 12-Jun-2019. If you do not join on or before the above mentioned date, this Offer cum Appointment Letter (Letter) stands withdrawn. Your initial posting will be at **Lower Parel**. You shall be governed by the terms and conditions applicable to all employees of the Company .

The details of the Salary and other terms and conditions of your employment are enclosed herewith as following:
Annexure "A" : Salary and Benefits
Annexure "B" : General Terms & Conditions of Services for Managerial Personnel
Annexure "C" : Documents required at the time of joining

All the annexure mentioned above shall form a part and parcel of this Letter. If the terms and conditions enumerated in this Letter, including its annexure are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this Letter and return it to us within one week of the date of this Letter. In case no confirmation is received within the above mentioned period this Letter shall be deemed to have been withdrawn.

You are required to treat this Letter and its contents as strictly confidential.

We look forward for a long, successful and pleasant association with the Company.
Sincerely yours,

For **Piramal Capital & Housing Finance Limited**

Khushru Jijina
Managing Director

Accepted and Agreed:
Name: Shamini Prasad
Signature:

Date:

Piramal Capital & Housing Finance Limited
(formerly Piramal Housing Finance Limited)
CIN :U65999MH2017PLC291071
Registered office: 2nd Floor, Piramal Tower, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013
T +91 22 62309200 F +912261513444
pchf.in

Piramal Capital & Housing Finance

ANNEXURE A
COMPENSATION DETAILS

Employee Name	Shamini Prasad
Band / Grade	TRAINEE/TRAINEE
Business Unit & Department	Fund Raising, Sales & Research-Property Sales & Product
Location	Lower Parel

Component	Description	Payment Mode	Per Annum (in Rs.)	Per Month (in Rs.)
Basic	40% of Total Fixed Pay	Paid in monthly salary	224400	18700
Flexible Benefit Plan(FBP)	Balance amount	Paid in monthly salary (depending on Plan opted for)	292872	24406
Bonus	Fixed amount	Paid in monthly salary	16800	1400
Total			**534072**	**44506**
PF Co's Contribution	12% of Basic	Employer's contribution to Fund	26928	2244
Total Fixed Pay(TFP)	**Sum of Total and PF**		561000	46750
Performance Pay	@6% of TFP	Paid annually	33660	
Joining Bonus			50000	
Total CTC	**Sum of TFP, Performance Pay and Joining Bonus**		644660	

Notes:
-Flexible Benefit Plan (FBP) comprises of HRA, LTA, Education Allowance ,Company Leased Car & Reimbursements, Self-owned car & Reimbursements, NPS contribution, Voluntary PF and Learning Assistance Allowance ; basis eligibility. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
-Group Mediclaim Policy with coverage of self, spouse, 2 dependent children (up to the age of 21)and parents, as per company policy in existence and as amended from time to time.
-Gratuity will be applicable as per the Payment of Gratuity Act.
-Performance Pay : Nominal Value computed @ 6% of Total Fixed Pay. Actuals may be more or less, depending upon the performance of the business and individual (ranges from 0-12%).
-Bonus: The amount against this component will include Statutory Bonus Payment that you are entitled to under the Payment of Bonus Act, 1965 if it is applicable to you. This amount would be paid to you on a monthly basis along with your salary. This amount does not include any variable pay like Performance Pay/Incentive etc. if you are eligible for the same.

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pchf.in

Joining Bonus

- In addition to the Total Fixed Pay, a joining bonus of Rs. 50000(Pre Tax) will be payable to you. The same would be paid upon joining in the first month's salary.
- Joining Bonus (Pre Tax) would be recovered in full from your full and final settlement in case you leave the organization within 2 years from the date of joining.

Piramal Capital & Housing Finance

Annexure "B"

GENERAL TERMS AND CONDITIONS OF SERVICE FOR MANAGERIAL PERSONNEL EMPLOYED BY COMPANY

The following are the broad terms and condition of your employment at the Company.Your employment with the Company shall be subject to the policies of the Company & Piramal Group as applicable from time to time read together with the terms of this Letter.

For the purpose of this Letter "Piramal Group" shall mean Piramal Enterprises Limited and all its subsidiaries, associate or group companies.

Compensation
You shall be paid compensation as per the details mentioned in Annexure "A" of this Letter with effect from the date of your joining.

Place of Work

Depending on the business needs of the Company, you may be required to undertake a periodic visit to the Company's other locations within or outside India. In view of the nature of our business, the Company may transfer you to different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or location of Company on a temporary or permanent basis whether within or outside India at its discretion as it may consider necessary from time to time. You may be sent on deputation to any other organization anywhere in the country or abroad which may be under the same management or under different managements.

Roles and Responsibilities

You shall properly, diligently and honestly perform all the duties, responsibilities which the Company may assign to you from time to time. For any duties performed by you not in good faith or in violation of applicable law or breach of this Letter and/or the policies of the Company, you shall be solely liable and shall reimburse the Company for any loss incurred by it as a consequence thereof.

Rules, Policies, Procedures and Code of Conduct

You shall comply at all times with the Company's rules, policies and procedures as amended from time to time ("Policies"). The Policies are incorporated by reference into this Letter and are subject to change, replacement or withdrawal at the discretion of the Company. It is your responsibility to keep yourself aware of all the policies of the Company at all times during your employment. By accepting this offer you hereby undertake that you shall comply with all the policies of the Company at all times during your employment. You hereby further undertake that you shall promptly disclose to the Company any transactions or matters which are, or may be, in contravention of the Policies.

You are also bound by the **Piramal Group** code of conduct in addition to the Company code of conduct and the **Fair Practice code**. The Company may implement the disciplinary procedure if you fail to comply with the code of conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.

Compliance
You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.
During the continuance of the employment you are expected to comply with the Company's and Piramal Group policies, practices and procedures and, if required, sign any necessary documentation with respect to such policies, practices and procedures.

Leave, work hours and weekly holidays
You shall be governed by the Company's policy pertaining to leave, work hours and weekly holidays.

Probation and Confirmation
You will be on probation for a period of 12 months. Upon successful completion of the probation and subsequent performance evaluation, your position may be confirmed. During the period of your probation, if your performance is found to be wanting or there are deficiencies in your performance, the management may at its discretion with a view to give you an opportunity to improve upon your performance, extend your period of probation by a letter in writing. Unless confirmed in writing, you will continue to be on probation.

Performance Bonus/Incentive Payments/Increment/Promotion
The Company may in its absolute discretion pay you a performance bonus/incentive of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determined from time to time in accordance with the Piramal Group policy. Each year you will qualify for a discretionary performance bonus/incentive based entirely on the Company's assessment of your performance during the previous year (April to March). Any bonus/incentive may be paid in cash, shares or any other form, may be deferred in full or in part, and may be forfeited or reduced in such circumstances and on such terms as the Company may determine appropriate.

The exercise of discretion to pay a bonus/incentive in one financial year shall not bind the Company or act as a precedent for the exercise of discretion in any other financial year. If, on or before the date when a bonus/incentive might otherwise have been payable your employment has terminated or either party has given notice under these terms and conditions to terminate your employment, you will not be entitled to receive any such bonus/incentive (whether in cash, shares or any other form).

Annual increment will be given only to those employees who have joined the organization on or before 30th September of that particular performance year. Increments will be given on fixed pay only. Increments will be based strictly on individual and business performance. In case individual and/or business performance is not satisfactory, the Company, at its discretion can decide not to give any increment whatsoever. Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Neither the promotion nor the increment can be claimed as a matter of right. The Company reserves the right to amend, change or cancel the above terms pertaining to the bonus/increment, at any time without prior notice.

Retiral benefits
You will be entitled for Provident Fund and Gratuity as per the rules applicable to Management Personnel, which may be changed from time to time.

Group Mediclaim policy
Group Mediclaim Policy is applicable to all the Management Staff working with the Company for his/her family members (Spouse, two children (up to 21 years) and parents). Hospitalization expenses due to accidental injury or sickness will be covered. The limits of coverage would be as mentioned in the Company policy and would vary as per the management band in which you are placed at any given time period of your service. The policy is liable to change as per the discretion of the management from time to time. Employees should refer to the policy board for changes/revisions, which may take place from time to time.

Tax
You will be fully liable for the payment of income tax on your total remuneration including bonuses/ variable pay to the income tax authorities including other such statutory dues/taxes and this will be your personal responsibility. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Deductions from Annual Gross Remuneration Package
You agree that, at any time during your employment or on termination, the Company will deduct from your annual gross remuneration package any overpayment made or amounts owed by you. This includes but is not limited to any excess holiday/(leave), outstanding loans, advances, joining expenses, relocation expenses, and the cost of repairing any damage or loss to Company's property or equipment caused by you.

The Company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation and other amounts as applicable; and to adjust and deduct there from, any or all amounts due to be recoverable from or payable by you to the Company on any count.

Confidentiality

You will not either during your employment or at any time post resignation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Company, of any of Piramal Group Company or of any their customer, supplier or other person having dealings with the Company and any of the Piramal Group Company, as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Company.

In performing your duties, you may from time to time receive or obtain information/ data/ documents from the Company or a related or associated or subsidiary or affiliated Company or any of Piramal Group Company or otherwise have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature ("the Information").

In consideration of the Company making the information/ data/ documents available, you undertake and agree that you will:
a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Company, any of the Information/data/documents which you may (whether before or after the date of this Letter) receive or obtain;
b. Not use the Information/data/documents for any purpose other than in connection with your services to the Company;
c. Immediately return or destroy (at the Company's option) the original and all copies of any records of the information/ data/ documents (in whatever form) and all notes and other documents embodying any of the information on the first to occur of any of the following:
    i. on the Company's demand;
    ii. on termination or expiration of your employment with the Company.

Information, Assets and Systems
When you join the Company you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Piramal Group policies relating to them. You should refer to the code of conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Intellectual Properties
You acknowledge that ownership of, and all right, title, and interest in the intellectual properties shall at all-time vest in the Company. You expressly agree that all intellectual properties created by you during the course of your employment shall be under a contract of service and shall belong to the Company only.

You shall, whenever requested so to do by the Company whether during or after the termination of your employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

You may have access to third party intellectual property that has been acquired by the Company by licenses or otherwise in the course of your employment in the Company. Any unauthorised reproduction, transmitting, publishing, adapting, storing, copying, modifying, distributing, displaying, reformatting, editing, excerpting, hosting, broadcasting, routing or any other misuse of the third party intellectual property by you is strictly prohibited and will constitute grounds for immediate termination of employment.
You shall execute and comply with the proprietary information and inventions agreement with the Company, which prohibits unauthorized use or disclosure of Company's inventions and proprietary information.

Indemnity
You shall, at all times during the course of your employment in the Company (and even after the termination with respect to the terms contained herein) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any unauthorized disclosure or

use of the Confidential Information by you or any person related to you that may have access to such Confidential Information through you.

Non Solicitation
This non-solicitation condition will be binding on the employee for a period of 2 years from the date of cessation/ termination of his / her services from the Company and any breach in the said condition would result in considerable damages/loss to the Company, which cannot be adequately compensable by money damages.

The Employee agrees and undertakes that in such an event the Employee shall fully indemnify and reimburse the Company to the extent of such costs (liquidated damages).

You agree that for a period of 2 years from termination or expiration of your employment with the Company, you shall not solicit or entice by any means whatsoever,

a. Any client of the Company with whom Piramal Group is currently (during your period of employment) running a deal/mandate or any deal/ mandate that became known to you during your employment at the Company.
b. Any person of Piramal Group who was employed by the Company or any Piramal Group Company or any person whose name became known to you during your employment at the Company in any office and in any capacity.
c. You shall not work at the capacity of Executive or Non-Executive member of the board of the Piramal supplier, vendor or partner.
d. Your agreement “not to solicit” means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Company to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Company.

Medical Fitness & Verification of Particulars
Your appointment is subject to:
a. You being medically fit and continuing to remain fit thereafter. Company has the right to get you medically examined by any certified medical practitioner during the period of your service. If, from such examination, the Company is of the opinion that continuance of your service is medically not advisable or that you are not in a position to discharge your duty satisfactorily or you are found to be incapacitated from performing your duties, the Company may terminate your services on the grounds of continued ill-health.
b. Satisfactory verification of your character, antecedents and testimonials through reference checks or background screening. In case particulars mentioned in your application / Curriculum Vitae / Resume are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
c. Submission of dues clearance certificate and / or Relieving Letter from your last employer.
d. Salary of previous Company declared by you should match with the proof submitted to us. In case the salary particulars declared by you are found false or incorrect, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
e. Based on the information furnished by you about yourself. If during the employment it is found that any of the details and/or information furnished by you is incorrect/false or is in contravention to the Company’s code of conduct or rules of the Company or if it is found that you have concealed/fabricated documents/records/testimonials of your past training/employment, your service shall be liable to be terminated at source without any notice and such cessation of the employment will be for the reasons attributable to you.

Non Conflict of Interest and No External Employment
You will not, during your employment with the Company, except with the specific approval of the Company, undertake other full time or part time work for remuneration or work which will adversely affect your professional image and integrity as an employee of the Company. Assignments of social, charitable, literary, religious work or board membership of any other Company can be pursued with prior approval of the Company.

Receipt of Payments and Benefits from Third Parties
Subject to any Piramal Group regulations issued and amended from time to time, neither you nor any member of your family, nor any Company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Company if you, any member of your family or any Company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Company for the amount received or the value of the benefit so obtained.

Governing Law
The interpretation and enforcement of this letter shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.
It is expressly agreed that this appointment is made on the basis that your services being mainly of a management and/or supervisory nature, you will not be entitled to any rights, privileges and benefits as may be or become applicable to employees covered by the Industrial Disputes Act, 1947.

Changes to your Terms of Services
The Company shall have the right to add, to alter, modify or abrogate from time to time any term of the Contract of Employment, including remuneration and perquisites, which will be communicated to you either by individual letter or by circular. Any changes will take effect from the date stated in the communication.
In relation to the benefit policies referred to in this contract, the Company reserve the right to withdraw or alter their terms without notice at any time and you may in certain circumstances be excluded from participation in any policy/ scheme or any element within it.
You should, acquaint yourself with all Company rules and policies which are applicable to you. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local rules, regulations, and by-laws and any and all applicable laws in relation thereto. Violation of any of these rules, regulations, laws or provisions may result in the immediate termination of your employment.
In case you are convicted by Judicial Authority under Civil Procedure code, Criminal Procedure Code or Indian Penal Code it will lead to breach of trust between employer and employee relationship and your services will be terminated on the date of such judicial pronouncement.

Warranty
You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

Data Protection
The Company may be required to process, transfer and store your personal and sensitive data in any of the other Company locations. By signing this Letter, you acknowledge and agree that the Company and Piramal Group Human Resources Department (HR) is permitted to hold personal information about you as part of our personnel and other business records and that the Company and Piramal Group HR may use such information in the course of its business. You agree that the Company and Piramal Group HR may disclose such information to third parties in the event that such disclosure is in our view required for the proper conduct of our business or that of any associated Company. This clause applies to information held, used or disclosed in any medium.

Normal Retirement Age
You will retire on attaining the age of 58 years. Your date of birth as given by you, with the Company is recorded as 21-Jul-1996 and the same shall be treated as authoritative and final in the records of the Company. The same will remain unchanged and as a condition of employment you will automatically retire at the end of the month in which you attain the superannuation age and that no further notice whatsoever to you will be necessary in this regard. No request for change in date of birth will be entertained during the period of your service.

Notice of Resignation/Termination
During Probation: Thirty days' notice on either side with the Company retaining the right to pay salary in lieu of the notice if so required. The payment in lieu of notice will be calculated on your Gross Salary. However, based on your performance during the probation period, the Company reserves the right to reduce/dispense with or extend the probationary period at its sole discretion or terminate your service with immediate effect, without giving any notice or assigning any reasons.

Post Confirmation: Ninety days' notice on either side with the Company retaining the right to pay salary in lieu of the notice. The payment in lieu of notice will be calculated on your Gross Salary.

The Company reserves its right to dispense with the notice period and/or part thereof in its sole discretion by accepting your resignation with immediate effect i.e. even before the last date of working/resignation mentioned in the resignation letter. In such an event you shall be paid salary calculated on your Gross Salary for the notice period and/or part thereof.

If at any time, in the opinion of the Management, you are found guilty of indiscipline, dishonesty, disobedience, disorderly behaviour, moral turpitude, theft, fraud or violation of the Code of Business Conduct or withholding of any information in the application form or any other form of misconduct, in ordinary parlance negligence or acted in a manner detrimental to the interests of the Company, your services are liable for termination with immediate effect and in this case notice pay will not be payable by the Company.

Termination
Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with immediate effect by paying proportionate in lieu of any notice period applicable to you. The Company also reserves the right to terminate your employment without cause, with a notice as approved by the organisation or by paying proportionate gross salary (excluding variable pay) in lieu of applicable notice period.

If you wish to terminate your employment with the Company, you shall be required to serve notice as applicable to you. The Company may however, at its sole discretion, waive off the notice period, in full or in part, with or without proportionate notice period deduction of gross salary in lieu of short notice, without assuming any liability to compensate you in respect of the period so waived.

Notwithstanding anything contained in this letter, the Company may terminate your employment with immediate effect, at any time without notice or payment in lieu thereof or any compensation whatsoever for cause. For the purpose of this letter, "Cause" shall mean any one or more of the following:
a. Any breach of integrity, act of dishonesty, embezzlement, breach of statutory duties, breach of confidentiality obligations, pilferage and theft, attending work under the influence of alcohol, or drugs or any other intoxicating substances.
b. Breach of the Company rules and policies, guilty of serious misconduct, disobedience of reasonable orders from superiors, causing actual or threatening physical harm or damage to Company property or any misconduct by you or in case of breach of the terms, conditions or stipulations contained in this letter.
c. You being convicted of any criminal offence or committing fraud against, or the misappropriation of material property belonging to the Company;
d. Your absence without approved leave for a period of more than 10 days;
e. You become insolvent or restrained under any contract or arrangement or is under any legal disability from performing his/her obligations;
f. You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute or which may jeopardize or prejudice the business and/or reputation of the Company;
g. Any material violation of the Company's policies;
h. The results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.

The employee accepts and agrees not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company

Consequences of termination of your employment
Upon termination of your employment for any reason whatsoever,You shall:
a. Automatically vacate all offices held by you as a result of your employment with the Company;
b. Immediately hand over to us the Company's property including but not limited to all papers, laptops, documents, security pass and/or identity card, Company sponsored credit cards, any premises and/or car(s) etc. and you must not retain any copies, extract or reproductions of all or any part of that property or confidential information.
c. You will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property Rights (as defined in this letter);
d. You must not make any statements (whether orally or in writing) or do anything which might damage the reputation and/or business of the Company or interfere with the Company's relationships with its clients and customers; and
e. You must not thereafter represent yourself as an employee of the Company in any manner whatsoever.
f. Not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company.

Background Verification Check

The offer described above is subject to satisfactory completion of background verification as the Company may consider necessary. As part of this process we may ask you for some information / documents and non-submission of such information / documents from your side might affect the results of this verification.

The Company may withdraw this offer without any obligation whatsoever in case your background verification report is found to be unsatisfactory.

For applicants hired through campus or equivalent program, the offer stands withdrawn in case the examinations as prescribed by the institute/university are not cleared in the same session.

Other terms and conditions

a. In addition to the terms and conditions of employment herein above mentioned, you shall also observe and comply with and shall be bound by any rules, regulations and procedures which the Company may from time to time separately frame for observance and compliance by its officers and which would be communicated by the Company to you as and when required.

b. You will, unless prevented by ill health or accident and save while on approved leave, devote the whole of your time, attention and abilities to the business of the Company.

c. You will be true and faithful to the Company in all your accounts, dealings and transactions whatsoever relating to the business of the Company, and shall, at all times, when required, render a true and just account thereof to the Company or to such persons as shall be so authorized by the Company.

d. In case of your overstaying the sanctioned leave or for any absence without permission for more than 10 calendar days, you shall loose lien on your services and it will be considered you have voluntarily abandoned from the service and the Company will be entitled to strike off your name from its rolls without any reference to you.

e. As Company we give utmost importance to Safety, Quality and Environmental laws. In your area you will be responsible for observance/implementation of the same.

f. It will be your duty to intimate in writing to the management whenever there is any change of your residential address.

Piramal Capital & Housing Finance

Annexure "C"

List of documents to be carried at the time of joining :

Background Verification documents :

- S.S.C. Mark sheet, HSC Mark sheet, Graduation, Post-Graduation Mark Sheet & Certificates in original together with a set of self - attested Xerox copies.
- Relieving Letter from previous employers (last 5 years) as mentioned in your CV
- Last 3 months salary slips from previous employer
- Updated CV

Others Documents:

- Passport
- Aadhar Card
- PAN Card
- Scan Photograph (Please carry 2 passport size photographs on the date of joining)
- Cancelled Cheque for salary processing.

Request you to also send these documents to <HR.Operations@Piramal.com> along with signed acceptance copy of this Letter within a week.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/007

06th March, 2019

Ajay Kumar Anna V V
H.No:7-5-2, Srirampuram,
Narsaraopet, Guntur(DT) - 522601,

Offer of Employment in PNB Housing Finance Limited

Dear Ajay Kumar,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 07th April 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Shilpa Shome (Senior Manager – Human Resources) at 9830936614

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Ghar Ki Baat

Name	Ajay Kumar Anna V V	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/029

06th March, 2019

Mounika Reddy C
46/1-A-6-2, Saptagiri Nagar,
A-Camp,
Kurnool-518002.

Offer of Employment in PNB Housing Finance Limited

Dear Mounika,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 07th April 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Shilpa Shome (Senior Manager – Human Resources) at 9830936614

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

pnb Housing Finance Limited

Ghar Ki Baat

Annexure A

Name	Mounika Reddy C	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/028

06th March, 2019

Lekhya Settlem
Shanti towers, Flat No- 301, Block B,
Street No 11 , Sir Ram Nagar Colony,
Kondapur- 500084

Offer of Employment in PNB Housing Finance Limited

Dear Lekhya,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 07th April 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Shilpa Shome (Senior Manager – Human Resources) at 9830036614

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

pnb Housing Finance Limited

Ghar Ki Baat

Annexure A

Name	Lekhya Settlem	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/036

27th Mar, 2019

Mitali Bhagat,
H.No SS-023-0212,
Near Sathmabha Sahib
Navrattan Hatta, Purnea
Bihar - 854391

Offer of Employment in PNB Housing Finance Limited

Dear Mitali,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 7th April, 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Navnit Kaur Parhar (Zonal HR Manager - North) at 7292016036.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

pnb Housing Finance Limited

Ghar Ki Baat

Annexure A

Name	**Mitali Bhagat**	
Functional Designation	**Management Trainee**	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/014

12th Mar, 2019

Raj Tilak Panda,
Plot No-204,
Dharmavihar, Bhubaneswar - 751030

Offer of Employment in PNB Housing Finance Limited

Dear Raj,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 7th Apr 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Navnit Kaur Parhar (Zonal HR Manager - North) at 7292016036.

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

pnb Housing Finance Limited

Ghar Ki Baat

Name	Raj Tilak Panda	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/010

06th March, 2019

Abhijith MS
Moorkkattil House,
Peruva(P.O), Vadukunnapuzha,
Kottayam , Kerala-686610.

Offer of Employment in PNB Housing Finance Limited

Dear Abhijith,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 07th April 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Shilpa Shome (Senior Manager – Human Resources) at 9830936614

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

pnb Housing Finance Limited

Ghar Ki Baat

Annexure A

Name	Abhijith MS	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

pnb Housing Finance Limited

Ghar Ki Baat

PNB HFL/FY19-20/006

06th March, 2019

Akshay Kumar Golegoan
H.No 3-3-581/4A, Sai Pirya Nagar,
Near Vikas School,
Nizamabad- 503001.

Offer of Employment in PNB Housing Finance Limited

Dear Akshay,

We are pleased to make you an offer of employment as **Management Trainee** in PNB Housing Finance Limited.

We request you to join us on 07th April 2019, beyond which the offer stands revoked unless otherwise communicated beforehand by either party.

Your compensation package includes an annual fixed salary of INR 4.5 Lakh. Your detailed compensation structure is mentioned in Annexure A.

Your detailed appointment letter will be issued to you at the time of your joining subject to completion of the following:

i. Submission of mandatory documents: The list of documents to be submitted is attached as Annexure B.
ii. Satisfactory Medical Fitness Report
iii. Satisfactory background and reference Check verification report.
iv. Submission of final year marksheet and degree completion certificate latest by 31st October 2019.

Please note that if you decide to leave the organization before completing a tenure of one year from the date of joining, the entire amount spent on your training and induction would be recovered from you at the time of Full and Final settlement.

In case you require any further clarifications, please feel free to contact Swati Bedi (Senior Manager – Human Resources) at 7290064788 and Shilpa Shome (Senior Manager – Human Resources) at 9830936614

For PNB Housing Finance Limited

Anshul Bhargava
Chief People Officer

I accept the above mentioned employment offer and acknowledge receiving a copy of the same.

Signature_____

Name_____

Date_____

Annexure A

Name	Akshay Kumar Golegoan	
Functional Designation	Management Trainee	
Salary Component	**Annual**	***Monthly***
Fixed Pay	**450000**	***37500***
Basic Pay	180000	*15000*
PF Contribution by Company	21600	*1800*
House Rent Allowance	72000	*6000*
Leave Travel Allowance	15000	*1250*
Special Allowance	161400	*13450*
(A) - Total Fixed Pay (TFP)	**450000**	***37500***
(B) - Performance Linked Variable Bonus (Maximum Estimated) *	45000	
(C) - Other Benefits		
Medical, Personal Accident & Term Life Insurance (estimated) #	13783	
Gratuity (As per the payment of Gratuity Act 1972)	8640	
Total Cost to Company (TCC) – (A+B+C)	**517423**	***37500***

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.

* Performance linked Variable Bonus would be paid as per the company's policy and would be calculated based upon the performance of the employee, Company as well as the Function with no guarantee for minimum bonus. The employees covered under monthly or quarterly incentive plan will not be eligible for performance linked variable bonus.

Employee will be covered for medical insurance facility for (E + 5) or (E+3) scheme for a principal amount of INR 4 lacs or INR 3 lacs.

Employee will also be covered against personal accident and term life insurance on a principal amount limited to 5 times of the Total Fixed Pay.

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms.Charuta Malik
Hyderabad

Subject: Offer Letter

Dear Charuta Malik,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

On the day of your joining you are required to submit the following:

1. Relevant copies of Academic /Professional attainments and work experience, if any.
2. Documentary evidence of Date of Birth, No Due Certificate and Relieving letter are for Experienced.
3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
Flexible Benefit Plan (Special Allowance)	6,117.00	73,404.00
Provident Fund (Employer Contribution)	1,800.00	21,600.00
Fix CTC	41,667.00	5,00,000.00
Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Charuta Malik
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Makin Sachala
Hyderabad

Subject: Offer Letter

Dear Makin,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

On the day of your joining you are required to submit the following:

1. Relevant copies of Academic /Professional attainments and work experience, if any.
2. Documentary evidence of Date of Birth, No Due Certificate and Relieving letter are for Experienced.
3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
Flexible Benefit Plan (Special Allowance)	6,117.00	73,404.00
Provident Fund (Employer Contribution)	1,800.00	21,600.00
Fix CTC	41,667.00	5,00,000.00
Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Makin Sachala
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Nilesh Jain
Hyderabad

Subject: Offer Letter

Dear Nilesh,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

On the day of your joining you are required to submit the following:

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3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
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Provident Fund (Employer Contribution)	1,800.00	21,600.00
Fix CTC	41,667.00	5,00,000.00
Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Nilesh Jain
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Omkar Bhale
Hyderabad

Subject: Offer Letter

Dear Omkar,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

On the day of your joining you are required to submit the following:

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3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
Flexible Benefit Plan (Special Allowance)	6,117.00	73,404.00
Provident Fund (Employer Contribution)	1,800.00	21,600.00
Fix CTC	41,667.00	5,00,000.00
Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Omkar Bhale
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Sarath Ayyappath
Hyderabad

Subject: Offer Letter

Dear Sarath,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
Flexible Benefit Plan (Special Allowance)	6,117.00	73,404.00
Provident Fund (Employer Contribution)	1,800.00	21,600.00
Fix CTC	41,667.00	5,00,000.00
Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Sarath Ayyappath
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms. Vishaakhaa Jain
Hyderabad

Subject: Offer Letter

Dear Vishaakhaa,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
Flexible Benefit Plan (Special Allowance)	6,117.00	73,404.00
Provident Fund (Employer Contribution)	1,800.00	21,600.00
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Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Vishaakhaa Jain
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms. Smruti Mishra
Hyderabad

Subject: Offer Letter

Dear Smruti,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
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Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Smruti Mishra
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms.Srija Bovindala
Hyderabad

Subject: Offer Letter

Dear Srija Bovindala,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
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Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Srija Bovindala
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Chandradeep Singh
Hyderabad

Subject: Offer Letter

Dear Chandradeep,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
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Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Chandradeep Singh
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms. Sonal
Hyderabad

Subject: Offer Letter

Dear Sonal,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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2. Documentary evidence of Date of Birth, No Due Certificate and Relieving letter are for Experienced.
3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

ANNEXURE - A

Your salary breakup is as under: -

Salary Components	Monthly Amount INR	Annual Amount INR
Basic	25,000.00	3,00,000.00
House Rent Allowance	8,750.00	1,05,000.00
Flexible Benefit Plan (Special Allowance)	6,117.00	73,404.00
Provident Fund (Employer Contribution)	1,800.00	21,600.00
Fix CTC	41,667.00	5,00,000.00
Gratuity	1,202.00	14,424.00
Performance Bonus*	8,333.00	1,00,000.00
Total Gross CTC	**51,202.00**	**6,14,424.00**

Flexible Benefits Plan *- (Conveyance Allowance/ Car maintenance, Child Education Allowance, Leave Travel Allowance, Attire Maintenance, Professional Development, Tele/cell phone & broadband charges).

Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum Insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
Performance Bonus*: Performance Bonus will be paid annually after completion of your 1 year of continuous service and subject to your performance for the year.

Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Sonal
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms. Agnija Das
Hyderabad

Subject: Offer Letter

Dear Agnija,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

On the day of your joining you are required to submit the following:

1. Relevant copies of Academic /Professional attainments and work experience, if any.
2. Documentary evidence of Date of Birth, No Due Certificate and Relieving letter are for Experienced.
3. Three passport sizes colored Photographs.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.
If you agree to these terms, we would like you to join our company on or before **March/April 2019**.

The salary Structure mentioned is for the MT's who clears all the papers and submits the Course Completion Certificate as soon as the Summer 2019 Exam results are declared. Any backlogs will lead to change in grade and salary structure.

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Benefit : You will be entitled for Group Mediclaim Policy for Self, Spouse, Upto 2 children's & Parents for Sum insured of 3 lacs.

Note: Gratuity: You will be eligible for Gratuity payout after continuous service of 5 Years with the company as per Gratuity Act.
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Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Agnija Das
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Ms. Anamika Kumari
Hyderabad

Subject: Offer Letter

Dear Anamika,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

As per the company policy you are required to clear NISM – LEVEL I Exam before you join the company. For ease of reference, we are sharing the link that will help you progress towards this certification (http://www.nism.ac.in/certification/index.php/nism-certifications/investment-adviser/investment-adviser-level-1). The location of your job posting will be confirmed to you a month before your joining date. The Company may transfer you to any of the locations where they have branches based on business requirements.

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Deductions: PF (Employee Contribution & Employer Contribution), PT (Professional Tax) GMC Contribution

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Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Anamika Kumari
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Aditya Murthy Krothapalli
Hyderabad

Subject: Offer Letter

Dear Aditya,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

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Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Aditya Murthy Krothapalli
(Management Trainee)

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Aditya Vikram Chatterjee
Hyderabad

Subject: Offer Letter

Dear Aditya,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

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Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Aditya Vikram Chatterjee
(Management Trainee)

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

PwC SDC Bangalore - Offer Confirmation email

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Mon, Feb 4, 2019 at 3:48 PM
To: M S Prasad <msprasad@ibsindia.org>
Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

As we spoke, we would like to confirm the offers for the below list of candidates who have cleared the versant round. Ayush Thalia has rejected the offer from our initial list of 6 candidates.

Candidates for final offer - 5 Candidates

Manav Sharma
Monica Sandhu
Arijit Manna
Vandana Sej
Shreya Dhingra

Along with the above we have 4 candidates who cleared all the rounds of discussions and we would like to invite them for Versant round.

Candidates for Versant Round - 4 candidates

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

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M S Prasad <msprasad@ibsindia.org>

PwC SDC Bangalore - Offer Confirmation email

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Tue, Feb 5, 2019 at 8:37 PM
To: M S Prasad <msprasad@ibsindia.org>
Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

The below list of students have cleared the versant test and I would like to extend offers to them as well. Please let us know if they have accepted the offer and have signed out of the process. Thanks you.

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

On Mon, Feb 4, 2019 at 4:18 PM M S Prasad <msprasad@ibsindia.org> wrote:

Thank you so much madam.I express my sincere thanks for visiting our campus.Our students are excited to associate with your esteemed organisation.

All the 4 students are available for placements and you can send the link to them for taking the test.Please do the needful

Thanks for your support!

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========
IBS® ICFAI BUSINESS SCHOOL
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalii Road
HYDERABAD-501203,India
Mobile:+91-9848172467
Direct: +91-40-23479752
Website: www.ifheindia.org,www.ibshyderabad.org

On Mon, Feb 4, 2019 at 3:48 PM Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> wrote:

Dear Sir,

As we spoke, we would like to confirm the offers for the below list of candidates who have cleared the versant round. Ayush Thalia has rejected the offer from our initial list of 6 candidates.

Candidates for final offer - 5 Candidates

Manav Sharma
Monica Sandhu
Arijit Manna
Vandana Sej
Shreya Dhingra

Along with the above we have 4 candidates who cleared all the rounds of discussions and we would like to invite them for Versant round.

Candidates for Versant Round - 4 candidates

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
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M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

M S Prasad <msprasad@ibsindia.org> Tue, Feb 19, 2019 at 1:24 PM
To: "Ritu Sharma (US - IFS)" <ritu.w.sharma@pwc.com>

Dear Madam,

The following students have been selected from our Institute by your esteemed organisation.In this connection,I request you to provide us the CTC for our internal records.Please do the needful

Enrol No	Name
17BSPHH01C0054	Aditi Dey
17BSPHH01C0220	Arijit Manna
17BSPHH01C0277	Bakkul Midha
17BSPHH01C0581	Manav Sharma
17BSPHH01C0628	Monica Sandhu
17BSPHH01C0744	Pranita Joshi
17BSPHH01C0876	Sagar Pawankumar Didwania
17BSPHH01C1012	Shreya Dhingra
17BSPHH01C1216	Vandana Sej

Thanks for your support!

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========
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IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Tue, Feb 19, 2019 at 2:30 PM
To: M S Prasad <msprasad@ibsindia.org>

Dear Sir,

Here are the details:-

It is INR 5 LPA + Performance Bonus (0-20%) + Relocation benefits

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

[Quoted text hidden]

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer. PricewaterhouseCoopers LLP is a Delaware limited liability partnership. This communication may come from PricewaterhouseCoopers LLP or one of its subsidiaries.

Ref: PIA/HRD/OFFER/19
Date: 06th Feb 2018

Mr. Abhishek Singh
Hyderabad

Subject: Offer Letter

Dear Abhishek,

We refer to your participation at the CAMPUS PLACEMENT DRIVE held recently and are pleased to inform you that you have been selected for the post of "Management Trainee" at Assistant Manager grade for Sales & Marketing Department.

Your gross emoluments will be Rs. 6,14,424/- p.a. (CTC) which includes annual Performance Bonus of Rs.1,00,000/- as per Annexure A. You will be issued a detailed appointment letter on your joining Purnartha.

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Please sign duplicate of this offer letter as token of your acceptance of the above terms.

Best Wishes,
For **Purnartha Investment Advisers Pvt. Ltd.,**

Moiz Amin
(Manager HR)

Read, Agreed and Accepted

Abhishek Singh
(Management Trainee)

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

PwC SDC Bangalore - Offer Confirmation email

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Mon, Feb 4, 2019 at 3:48 PM
To: M S Prasad <msprasad@ibsindia.org>
Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

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Arijit Manna
Vandana Sej
Shreya Dhingra

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Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
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M S Prasad <msprasad@ibsindia.org>

PwC SDC Bangalore - Offer Confirmation email

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Tue, Feb 5, 2019 at 8:37 PM
To: M S Prasad <msprasad@ibsindia.org>
Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

The below list of students have cleared the versant test and I would like to extend offers to them as well. Please let us know if they have accepted the offer and have signed out of the process. Thanks you.

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

On Mon, Feb 4, 2019 at 4:18 PM M S Prasad <msprasad@ibsindia.org> wrote:

Thank you so much madam.I express my sincere thanks for visiting our campus.Our students are excited to associate with your esteemed organisation.

All the 4 students are available for placements and you can send the link to them for taking the test.Please do the needful

Thanks for your support!

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========
IBS® ICFAI BUSINESS SCHOOL
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalii Road
HYDERABAD-501203,India
Mobile:+91-9848172467
Direct: +91-40-23479752
Website: www.ifheindia.org,www.ibshyderabad.org

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Candidates for final offer - 5 Candidates

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Monica Sandhu
Arijit Manna
Vandana Sej
Shreya Dhingra

Along with the above we have 4 candidates who cleared all the rounds of discussions and we would like to invite them for Versant round.

Candidates for Versant Round - 4 candidates

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M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

M S Prasad <msprasad@ibsindia.org> Tue, Feb 19, 2019 at 1:24 PM
To: "Ritu Sharma (US - IFS)" <ritu.w.sharma@pwc.com>

Dear Madam,

The following students have been selected from our Institute by your esteemed organisation.In this connection,I request you to provide us the CTC for our internal records.Please do the needful

Enrol No	Name
17BSPHH01C0054	Aditi Dey
17BSPHH01C0220	Arijit Manna
17BSPHH01C0277	Bakkul Midha
17BSPHH01C0581	Manav Sharma
17BSPHH01C0628	Monica Sandhu
17BSPHH01C0744	Pranita Joshi
17BSPHH01C0876	Sagar Pawankumar Didwania
17BSPHH01C1012	Shreya Dhingra
17BSPHH01C1216	Vandana Sej

Thanks for your support!

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Dear Sir,

Here are the details:-

It is INR 5 LPA + Performance Bonus (0-20%) + Relocation benefits

Ritu Sharma
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[Quoted text hidden]

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Kuvings

7th February, 2019

Dear Anvesh Sunkesula,

With reference to your application and the interview you had with us, we are pleased to appoint you on the following terms and conditions:

1. Your appointment will be with effect from **15th April, 2019.**

2. **Designation:**
   You will be designated as **Executive – Sales, CRM & Marketing**

3. **Location:**
   You will render services in **Hyderabad.** However, your services are subject to be transferred anywhere in India or in any department, office or establishment owned or managed by the Company.

4. **Hours of Work:**
   Your working hours will be **09:30 AM to 07:30 PM** as may be applicable to your category of employee or as may be assigned to you, with a half an hour lunch/dinner break. Whenever required, it will be necessary to work at any time, including in shifts, at the sole discretion of the management.

5. **Medical Examination:**
   This appointment is subject to your being declared medically fit by our medical advisor. At the time of joining, you may be asked to give a declaration of medical status in lieu of medical examination and no relevant information should be left out in this declaration.

07/2/19
ANVESH SUNKESULA

701-B, B-Wing, One BKC, Bandra Kurla Complex, Bandra-East,
Mumbai: 400051, Maharashtra, India.

+91 9987333247
info@kuvingsindia.in

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6. **Remuneration:**
You will be paid a Cost to Company of **INR 650,000/- (INR Six Lacs Fifty Thousand Only) per annum.**

The remuneration mentioned in the CTC is devoid of any deductions and will be the **Actual in-Hand** earning of the employee.

7. **Performance Incentive:**
You will be entitled to performance Incentive as per Company Policy.

8. **Annual Review:**
At the discretion of the company, your Annual Gross Salary may be reviewed at the end of the Financial Year, subject to your performance & Company performance.

9. **Expenses:**
The Company shall reimburse authorized expenses that are incurred for business purposes, if any. The basic principle for such claim of expenses is that you should neither benefit nor lose financially as a result of the expenses incurred. The approval of such claims shall be authorized by the head of the department and needs to be accompanied by necessary of the expenditure.

10. **Probation / Confirmation:**
You will be confirmed on completion of 6 months. At the end of the probation period, the company shall communicate to you in writing about the confirmation of your services, if overall performance is found satisfactory. However, you shall be on probation till such time you are communicated in writing about confirmation of your service. Your probation may be extended up as to a maximum period of 6 months based on confirmation appraisal.

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11. **Termination:**
During your probation period, the appointment is terminable by giving a **One (01) Month Notice or Salary in Lieu of the notice period** by the employee. After confirmation the employee shall have the right to terminate the contract of employment by giving **Three (03) Month Notice or Salary in Lieu of the notice period.**

Your services are liable to be terminated by the employer without any notice if the cessation is due to misconduct disloyalty, act or omission involving turpitude or any act of indiscipline.

12. **Amount in Lieu of Notice Pay Recovery or Joining Bonus:**
In case you leave the company before completing a year, the amount paid in lieu of your notice period to your previous organization or joining bonus if any will be recoverable from you.

13. **Leave:**
You will be entitled to leaves as applicable to your grade as per the company policy.

14. **Absenteeism:**
If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, such absence be treated as your having voluntarily terminated your appointment without giving any notice unless you:
- Return to work within 6 days of the commencement of such absence, and
- Give an explanation to the satisfaction of the management regarding such absence.

15. **Engagement in Other Business:**
Your appointment is subject to the understanding that you will not engage yourself in any other work or assignment expect with the prior consent of the company. You further agree that in case you are engaged in any other business, you will terminate all relationship with the business, active or passive before coming on board.

07/2/19
AWVESH SUNKESULA

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Mumbai: 400051, Maharashtra, India.

+91 9987333247
info@kuvingsindia.in

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16. **Confidentially:**

You agree that the terms & conditions applying to your employment are strictly confidential. Any disclosure of these terms & conditions to third parties constitutes as a breach of your employment. However, the company may disclose the terms of your appointment as may be required under any applicable laws or regulations. You will not disclose any information regarding the affairs of the company which may come to your knowledge during the period of your service, if such disclosure is prejudicial to the interest of the Company.

17. **Intellectual Property Rights:**

The Copyright of any nature including idea/concept visualized, artistic/creative /intellectual work/project etc. undertaken by you or in which you may be involved during the service period shall be the sole property of the company and you will specifically give up right to the same, if any. Similarly the works carried out by you during your employment with the company shall be treated as "work for hire" as understood in the Copyright Act 1957. Without prejudice to this understanding, you confirm that you have declared to the company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict in business of the group companies (including the company). If these interests change during the term of your employment you will promptly notify the company.

18. **Non-Competence:**

You agree that during the term hereof and for 6 months thereafter, you shall not directly or indirectly manage, control, participate in, consult with, render services for ,or engage in any business competing with the businesses of the company or its associates or related companies within India. For the purpose of this contract, the "business of the company" shall mean dealing in sale of fruits, manufacturing and selling of vending machines, sale of fruit and vegetable juices on a B2B and B2C or any other business, which company operates in.

19. **Non-Solicitation:**

You shall not, within 12 months after the date of cessation of your employment with the company, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the company or appointed as a representative of the company, to join you in providing services to or be employed by any business activity in which you shall be involved.

07/2/19 ANVESH SUNKESULA

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Kuvings

20. **Standard Code of Conduct:**
The code of conduct sets out the standards of behavior expected .This shall be defined by the Management from time to time. All employees are bound by the code.

21. **Safe Keeping & Return of Company Property:**
You will be responsible for the safe-keeping of the company property and its return in good condition/order, which may be in your use /custody/care /charge. In the event of any loss of the company property in your possession, the company reserves the right to assess the loss and recover the damage. Upon cessation of your employment, you will return to the company, all papers, documents and any other company property that might have come into your possession during the course of your employment with the company and you will not retain any copies or extracts thereof.

22. **Miscellaneous:**
Your compensation constitutes an amount towards consideration that you will follow terms of engagement protecting company's business interest. Therefore you agree that you will follow the terms of appointment as mentioned & detailed in the appointment letter.

We look forward to your joining for a long, successful and pleasant assignment.

Thanking You,

Yours Sincerely,

For Kuvings India

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Annexure 1 - CTC Breakup

Sr. No.	Components	Monthly	Annual	Remarks
1	Basic Salary	₹ 18,000.00	₹ 216,000.00	NA
2	House Rent Allowance	₹ 7,500.00	₹ 90,000.00	NA
3	Other Allowance	₹ 12,500.00	₹ 150,000.00	NA
	SALARY PAYSLIP: A	**₹ 38,000.00**	**₹ 456,000.00**	
4	Conveyance Reimbursement	₹ 4,000.00	₹ 48,000.00	Subject to provision of supportings and approval by the management
5	Mobile Reimbursement	₹ 500.00	₹ 6,000.00	Subject to provision of supportings and approval by the management
	REIMBURSEMENT: B	**₹ 4,500.00**	**₹ 54,000.00**	
6	Territory Performance Bonus	NA	₹ 40,000.00	NA
7	Individuial Performance Bonus	NA	₹ 50,000.00	NA
	BONUSES: C		**₹ 90,000.00**	
8	Training & Development	NA	₹ 50,000.00	Subject to provision of supportings and approval by the management
	Training & Development: D		**₹ 50,000.00**	
	COST TO COMPANY: E=A+B+C+D		**₹ 650,000.00**	
	BENEFITS			
	*Annual Bonus is contingent upon you achieving the business targets as per your KRAs and the overall performance of the Co.			
	*All reimbursements as per company policy			

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M S Prasad <msprasad@ibsindia.org>

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October 10, 2018

Offer of Employment

Mr. Utshob Mitra
utshob9237@gmail.com
983-0470733

Dear Utshob,

Thank you for your keen interest in PurpleTalk India Private Limited. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be “Digital Analyst”. You are required to join the services of the company on or before 18th March, 2019 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 7,75,000/- per annum along with an additional Performance Based Variable Component of up to a maximum of INR 25,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size color photographs.
5. PAN and Aadhar card (in full along with the enrollment number).
6. A valid passport (if any).
7. Current residential address proof.
8. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____

Name Date

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Mr. Utshob Mitra (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company) while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees / consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be one month advance notice in writing or payment of one month gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a three months advance notice in writing. Such notice may not be offset by unused leave.

ANNEXURE – 1

COMPENSATION STRUCTURE AND BENEFITS

S. No	Salary Component	Monthly	Annual
	Employee Earnings	**In INR**	**In INR**
1	Basic	25,833	3,10,000
2	HRA	10,333	1,24,000
3	Conveyance Allowance	1,600	19,200
4	Medical Allowance	1,250	15,000
5	Special Allowance	22,467	2,69,600
	Gross Salary	**61,483**	**7,37,800**
	Company Contributions		
6	PF	3,100	37,200
(A)	**Total CTC**	64,583	**7,75,000**
	Employee Contributions		
7	PF	3,100	37,200
	Net Monthly Salary (Before Professional Tax)	58,383	7,00,596
8	Professional Tax	200	2,400
	Net Monthly Salary (before TDS)	**58,183**	**6,98,196**
(B)	**Variable Pay (Per Annum)see the note # 3 below**		25,000
	Total CTC (Including Variable Pay) A+B		**8,00,000**

BENEFITS NOT INCLUDED IN THE CTC		
(These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage – for Self, Spouse, Two Children (together per annum)	3,00,000
2	Group Personal Accident Coverage – for Self	17,43,750

NOTES:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time.
2. Any other statutory deductions will be made according to the Government's policies from time to time.
3. The above mentioned Variable Pay shall be based on the performance of the company and the individual employee. If you become eligible, you will be paid on pro-rata basis upon review of the performance. .

for PurpleTalk India Private Limited **Accepted and acknowledged**

Mr. Bharath Lingam (CEO) **Mr. Utshob Mitra**

October 10, 2018

Offer of Employment

Ms. Ria Saha
saha.ria92@gmail.com
983-6281642

Dear Ria,

Thank you for your keen interest in PurpleTalk India Private Limited. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Digital Analyst". You are required to join the services of the company on or before 18th March, 2018 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 7,50,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size color photographs.
5. PAN and Aadhar card (in full along with the enrollment number).
6. A valid passport (if any).
7. Current residential address proof.
8. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____
Name Date

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Ms. Ria Saha (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company) while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees / consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be one month advance notice in writing or payment of one month gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a three months advance notice in writing. Such notice may not be offset by unused leave.

ANNEXURE – 1

COMPENSATION STRUCTURE AND BENEFITS

S. No	Salary Component	Monthly	Annual
	Employee Earnings	**In INR**	**In INR**
1	Basic	25,000	3,00,000
2	HRA	10,000	1,20,000
3	Conveyance Allowance	1,600	19,200
4	Medical Allowance	1,250	15,000
5	Special Allowance	21,650	2,59,800
	Gross Salary	**59,500**	**7,14,000**
	Company Contributions		
6	PF	3,000	36,000
	Total CTC	62,500	**7,50,000**
	Employee Contributions		
7	PF	3,000	36,000
	Net Monthly Salary (Before Professional Tax)	56,500	6,78,000
8	Professional Tax	200	2,400
	Net Monthly Salary (before TDS)	**56,300**	**6,75,600**
	Total CTC (Before TDS)		**7,50,000**

BENEFITS NOT INCLUDED IN THE CTC		
(These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage – for Self, Spouse, Two Children (together per annum)	3,00,000
2	Group Personal Accident Coverage – for Self	16,87,500

NOTES:

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2. Any other statutory deductions will be made according to the Government's policies from time to time.

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for PurpleTalk India Private Limited **Accepted and acknowledged**

Mr. Bharath Lingam (CEO) **Ms. Ria Saha**

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M S Prasad <msprasad@ibsindia.org>

PwC SDC Bangalore - Offer Confirmation email

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Mon, Feb 4, 2019 at 3:48 PM
To: M S Prasad <msprasad@ibsindia.org>
Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

As we spoke, we would like to confirm the offers for the below list of candidates who have cleared the versant round. Ayush Thalia has rejected the offer from our initial list of 6 candidates.

Candidates for final offer - 5 Candidates

Manav Sharma
Monica Sandhu
Arijit Manna
Vandana Sej
Shreya Dhingra

Along with the above we have 4 candidates who cleared all the rounds of discussions and we would like to invite them for Versant round.

Candidates for Versant Round - 4 candidates

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

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Dear Sir,

The below list of students have cleared the versant test and I would like to extend offers to them as well. Please let us know if they have accepted the offer and have signed out of the process. Thanks you.

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Sagar Pawan Kumar Didwania
Bakkul Midha
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All the 4 students are available for placements and you can send the link to them for taking the test.Please do the needful

Thanks for your support!

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
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M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

M S Prasad <msprasad@ibsindia.org> Tue, Feb 19, 2019 at 1:24 PM
To: "Ritu Sharma (US - IFS)" <ritu.w.sharma@pwc.com>

Dear Madam,

The following students have been selected from our Institute by your esteemed organisation.In this connection,I request you to provide us the CTC for our internal records.Please do the needful

Enrol No	Name
17BSPHH01C0054	Aditi Dey
17BSPHH01C0220	Arijit Manna
17BSPHH01C0277	Bakkul Midha
17BSPHH01C0581	Manav Sharma
17BSPHH01C0628	Monica Sandhu
17BSPHH01C0744	Pranita Joshi
17BSPHH01C0876	Sagar Pawankumar Didwania
17BSPHH01C1012	Shreya Dhingra
17BSPHH01C1216	Vandana Sej

Thanks for your support!

Thanks&Regards,
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M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Tue, Feb 19, 2019 at 2:30 PM
To: M S Prasad <msprasad@ibsindia.org>

Dear Sir,

Here are the details:-

It is INR 5 LPA + Performance Bonus (0-20%) + Relocation benefits

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
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[Quoted text hidden]

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Enrol No	Name
17BSPHH01C0054	Aditi Dey
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To: M S Prasad <msprasad@ibsindia.org>

Dear Sir,

Here are the details:-

It is INR 5 LPA + Performance Bonus (0-20%) + Relocation benefits

Ritu Sharma
Senior Associate | Talent Acquisition
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Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

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M S Prasad <msprasad@ibsindia.org>

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Thanks for your support!

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October 10, 2018

Offer of Employment

Mr. Kamran Ahmed
kamran3329@gmail.com
888-6300060

Dear Kamran,

Thank you for your keen interest in PurpleTalk India Private Limited. Subsequent to our discussions with you, we are delighted to extend you an offer to join PurpleTalk. We believe you can play an important role in our rapid growth and success.

PurpleTalk is a leader in digital innovation. Leveraging the optimum mix of strategy, technology and creativity we have been driving disruptive transformation across industry verticals for our clients across the world. We specialise in bringing together new age technologies like Mobile, Cloud, IoT and Analytics to deliver solutions that are intuitive, efficient, reliable and cross platform.

The team at PurpleTalk is young, highly talented, hardworking, and has a passion for quality. The working culture at PurpleTalk is fun, informal and entrepreneurial. Being part of the PurpleTalk team will enable you to absorb these values.

Your designation at the time of your joining will be "Digital Analyst". You are required to join the services of the company on or before 18th March, 2019 and this offer stands withdrawn thereafter, unless the joining date is agreed to be extended by Human Resources and communicated to you in writing. Please communicate your acceptance of our offer within 3 calendar days from date of issue of this offer letter.

Your Fixed Cost to PurpleTalk will be INR 8,00,000/- per annum along with an additional Performance Based Variable Component of up to a maximum of INR 50,000/- per annum. A detailed document that explains the structure of your salary is enclosed as Annexure – A with this offer letter. The reward structure at PurpleTalk is performance based. Please sign the enclosed copy of the Employee Agreement that you are expected to abide by. Should you have any clarifications or seek any changes thereon, please contact us on hr@purpletalk.com. You will be on probation for the first six months from your start of employment.

You are requested to submit the following while reporting for work at PurpleTalk:

1. Salary slip of last drawn pay or Form – 16 (issued by previous employer)
2. Experience & Relieving certificates from your previous employer.
3. All the relevant academic certificates.
4. Four latest passport size color photographs.
5. PAN and Aadhar card (in full along with the enrollment number).
6. A valid passport (if any).
7. Current residential address proof.
8. Names and addresses of two references.

NOTE: All the documents to be carried in original for reference and a copy to be submitted for records.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

1. Employee Agreement
2. Detailed Salary structure statement
3. Offer letter copy to be signed and returned.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned.

Sincerely,

_____

Bharath Lingam
CEO, PurpleTalk

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND HEREBY ACCEPT THE TERMS OF THIS EMPLOYMENT OFFER.

_____ _____

Name Date

EMPLOYEE AGREEMENT

This Agreement (the "Agreement") is entered into by and between PurpleTalk India Private Limited (hereinafter referred to as “Company”), and Mr. Kamran Ahmed (hereinafter referred to as “Employee”).

1. Employee will be on Probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of Employee’s probation based on Employee’s performance. Should Employee’s services be found unsatisfactory, the Company may elect to extent Employee’s probation for an additional time frame at the sole discretion of the Company, which shall be intimated to the Employee in writing.

2. Employee shall not use his/her own interests in any materials (including source code, software, technical and user documentation, business-plans, design versions) produced by him/her personally or together with other Company’s employees whilst engaged within or for Company.

3. Employee shall keep confidential any and all non-public information in his/ her engagement with the Company (including source code, software, technical and use documentation, business plans, design version and information on existing and potential investors, employees, consultants, clients, projects, vendors, etc.) the projects undertaken by him/her for Company) while working for Company and until such time as such information is not made available in the public domain by the Company free from any restriction following his/her disengagement from the Company.

4. All rights to materials produced by Employee either himself/herself or together with other employees / consultants of Company during the period of his/her engagement with the Company shall belong to Company, unless expressly exempted in a writing signed by the Employee and the Company.

5. Assignments/Transfer/Deputation: Though Employee has been engaged for a specific position, the Company reserves the right to send Employee on training/deputation/transfer/assignments to any other locations, departments or units of the Company or its subsidiaries, affiliates or customer locations, whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment may be amended.

6. Employee shall perform work duties reasonably required by Company. Employee’s engagement with the Company will be in adherence with these terms of employment and the policies of the Company, as may be amended from time to time. Violations may lead to disciplinary action or termination of Employee’s employment with the Company.

7. This Agreement shall come into force on the date executed, and shall be valid until terminated in accordance with the terms herein.

8. The laws of the Republic of India govern this employment. The appropriate courts situated within Hyderabad, Telangana shall have exclusive jurisdiction over matters arising out of or consequent to this employment.

9. Termination of employment by Company shall be one month advance notice in writing or payment of one month gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a three months advance notice in writing. Such notice may not be offset by unused leave.

ANNEXURE – 1

COMPENSATION STRUCTURE AND BENEFITS

S. No	Salary Component	Monthly	Annual
	Employee Earnings	**In INR**	**In INR**
1	Basic	26,667	3,20,000
2	HRA	10,667	1,28,000
3	Conveyance Allowance	1,600	19,200
4	Medical Allowance	1,250	15,000
5	Special Allowance	23,283	2,79,400
	Gross Salary	**63,467**	**7,61,600**
	Company Contributions		
6	PF	3,200	38,400
(A)	**Total CTC**	66,667	**8,00,000**
	Employee Contributions		
7	PF	3,200	38,400
	Net Monthly Salary (Before Professional Tax)	60,267	7,23,204
8	Professional Tax	200	2,400
	Net Monthly Salary (before TDS)	**60,067**	**7,20,804**
(B)	**Variable Pay (Per Annum)see the note # 3 below**		50,000
	Total CTC (Including Variable Pay) A+B		**8,50,000**

BENEFITS NOT INCLUDED IN THE CTC		
(These are subject to change from year to year basing on the market conditions, claim ratio and are at the Management discretion)		
1	Group Medical Insurance Coverage – for Self, Spouse, Two Children (together per annum)	3,00,000
2	Group Personal Accident Coverage – for Self	18,00,000

NOTES:

1. Income Tax (TDS) will be deducted from the salary if your salary is falling within the slabs as decided by the Government of India from time to time.
2. Any other statutory deductions will be made according to the Government's policies from time to time.
3. The above mentioned Variable Pay shall be based on the performance of the company and the individual employee. If you become eligible, you will be paid on pro-rata basis upon review of the performance. .

for PurpleTalk India Private Limited **Accepted and acknowledged**

Mr. Bharath Lingam (CEO) **Mr. Kamran Ahmed**

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Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

As we spoke, we would like to confirm the offers for the below list of candidates who have cleared the versant round. Ayush Thalia has rejected the offer from our initial list of 6 candidates.

Candidates for final offer - 5 Candidates

Manav Sharma
Monica Sandhu
Arijit Manna
Vandana Sej
Shreya Dhingra

Along with the above we have 4 candidates who cleared all the rounds of discussions and we would like to invite them for Versant round.

Candidates for Versant Round - 4 candidates

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

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IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

PwC SDC Bangalore - Offer Confirmation email

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Tue, Feb 5, 2019 at 8:37 PM
To: M S Prasad <msprasad@ibsindia.org>
Cc: "Nikita Gupta (US)" <nikita.gupta@pwc.com>, "Adarsh Naik (US - IFS)" <adarsh.naik@pwc.com>

Dear Sir,

The below list of students have cleared the versant test and I would like to extend offers to them as well. Please let us know if they have accepted the offer and have signed out of the process. Thanks you.

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

On Mon, Feb 4, 2019 at 4:18 PM M S Prasad <msprasad@ibsindia.org> wrote:

Thank you so much madam.I express my sincere thanks for visiting our campus.Our students are excited to associate with your esteemed organisation.

All the 4 students are available for placements and you can send the link to them for taking the test.Please do the needful

Thanks for your support!

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========
IBS® ICFAI BUSINESS SCHOOL
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalii Road
HYDERABAD-501203,India
Mobile:+91-9848172467
Direct: +91-40-23479752
Website: www.ifheindia.org,www.ibshyderabad.org

On Mon, Feb 4, 2019 at 3:48 PM Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> wrote:

Dear Sir,

As we spoke, we would like to confirm the offers for the below list of candidates who have cleared the versant round. Ayush Thalia has rejected the offer from our initial list of 6 candidates.

Candidates for final offer - 5 Candidates

Manav Sharma
Monica Sandhu
Arijit Manna
Vandana Sej
Shreya Dhingra

Along with the above we have 4 candidates who cleared all the rounds of discussions and we would like to invite them for Versant round.

Candidates for Versant Round - 4 candidates

Pranita Joshi
Sagar Pawan Kumar Didwania
Bakkul Midha
Aditi Dey

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

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M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

M S Prasad <msprasad@ibsindia.org> Tue, Feb 19, 2019 at 1:24 PM
To: "Ritu Sharma (US - IFS)" <ritu.w.sharma@pwc.com>

Dear Madam,

The following students have been selected from our Institute by your esteemed organisation.In this connection,I request you to provide us the CTC for our internal records.Please do the needful

Enrol No	Name
17BSPHH01C0054	Aditi Dey
17BSPHH01C0220	Arijit Manna
17BSPHH01C0277	Bakkul Midha
17BSPHH01C0581	Manav Sharma
17BSPHH01C0628	Monica Sandhu
17BSPHH01C0744	Pranita Joshi
17BSPHH01C0876	Sagar Pawankumar Didwania
17BSPHH01C1012	Shreya Dhingra
17BSPHH01C1216	Vandana Sej

Thanks for your support!

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
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Direct: +91-40-23479752
Website: www.ifheindia.org,www.ibshyderabad.org

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M S Prasad <msprasad@ibsindia.org>

CTC-Confirmation-Regd

Ritu Sharma (US - IFS) <ritu.w.sharma@pwc.com> Tue, Feb 19, 2019 at 2:30 PM
To: M S Prasad <msprasad@ibsindia.org>

Dear Sir,

Here are the details:-

It is INR 5 LPA + Performance Bonus (0-20%) + Relocation benefits

Ritu Sharma
Senior Associate | Talent Acquisition
PwC US Advisory | Bangalore
Phone : 9113593519 | Office: 080-40170469
http://www.pwc.com/us

[Quoted text hidden]

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REPORTGARDEN

Employment Offer Letter

Jassica Joy **17th January ,2019**

32, Krishna Vihar,
Mansarovar, Jaipur — 302020

Dear Jassica,

With reference to your recent interview(s), we are pleased to offer you the position of **Customer Success Executive** at **ReportGarden Technologies Pvt. Ltd**, Hyderabad.

As per our discussions, your CTC will be **INR 5,20,000 /- (Rupees Five lakhs Twenty thousand only)** Per Annum. Please refer to **Annexure I** for the detailed salary breakup.

If you choose to accept this offer, your date of joining will be **04th March, 2019**. This offer is subject to your acceptance of an employment agreement to be signed on your date of joining. The terms and conditions mentioned in the employment agreement supersedes the offer letter and are binding.

Please endorse your acceptance of this offer by replying to it, by this evening. This offer stands void if you fail to respond with your acceptance on or before **18th January, 2019.**

The specifics of your employment with ReportGarden are as follows:

Benefits:

You will be entitled to participate in various benefit schemes of the Company that are in force from time to time, as per the terms and conditions that may be decided thereat.

Taxation:

All applicable taxes shall be deducted as per the prevailing statute.

Probation Period

Your "Performance-Observation-Period" or Probation period will be six months and with successful completion of this period, your employment will be confirmed. On satisfactory completion of your probation period, a separate letter will be issued to you, confirming your services in the Organization. Your probation would be deemed to have been extended, until the issue of letter of confirmation. Your Probation period may be extended on decision of Management after reviewing your Performance.

Performance and Salary Review:

Performance will be reviewed periodically. Your salary will be reviewed annually based on your performance and the Key Performance parameters identified against your role.

Working Hours:

A work-week is defined as 5 consecutive calendar days of work; currently identified as Monday through Friday constituting a total of 45 Hours per week.

Official Work Timings may vary depending on your work location and job responsibilities. Managers will provide employees with their work schedule. Should an employee have any questions regarding his/ her work schedule, the employee should contact his/ her manager.

Leaves:

The employee is eligible for leave benefits as stated in the employee handbook.

Termination:

Upon confirmation of your services either party may terminate this contract of employment by giving to the other party, 60 Days of written notice or 60 days Salary in lieu of notice. In cases where the contract is terminated due to disciplinary or non-performance issue on the part of the employee, no such notice period or payment in lieu of notice period will be applicable. During the probation period, either party may terminate this contract of employment by giving to the other party, 1 day of written notice or, 1 day's Basic Salary in lieu of notice.

Ethics:

As an express condition of your employment with **ReportGarden**, you agree to abide by the principles and guidelines as set by **ReportGarden** and communicated time to time. It is only through following these principles that we can continue to foster an environment of mutual

trust and respect, and create a community that promotes individual growth, self-management and accountability. You will be governed by the rules and regulations as applicable, enforced, amended, or altered during your employment.

Joining Formalities

You will be reporting to the office in the address given below: ReportGarden Technologies Pvt Ltd., 2nd Floor, NorthWing, JVP Building, Inorbit Mall Rd, APHB Colony, Andhra Pradesh Housing Board Phase-IV, Vittal Rao Nagar, HITEC City, Hyderabad, Telangana 500081.

This offer is subject to acceptance of employment agreement to be signed on date of joining.

On the date of joining the Company, please furnish copies of the following documents:

1. Relieving letter from your current employer (if applicable)
2. Last 3 Months' Pay Slips from your current employer (if applicable)
3. Experience Letter from current employer (if applicable)
4. All educational documents - original and photocopy
5. Four passport size photographs
6. Copy of Aadhar Card
7. Copy of PAN card

We are confident that you will be able to make a significant contribution to the success of our Company, and we look forward to working with you.

For **ReportGarden Technologies Pvt. Ltd.**

Authorised signatory

REPORTGARDEN

Annexure I

Jassica Joy
customer Success Executive

Your salary breakup is as follows:

Particulars	Per Annum(INR)	Per Month(INR)
BASIC	242128	20177
HRA	96851	8071
Standard deduction	40000	3333
Other Allowances	105276	8773
Gross Salary	**484255**	**40355**
DEDUCTIONS		
PF - Employee	29055	2421
PT	2400	200
Health Insurance- Family	0	0
Total Deductions	**31455**	**2621**
Net Salary (Take home)	**452800**	**37733**
OTHER BENEFITS		
Gross Salary	**484255**	**40355**
PF - Employer	31529	2627
Health Insurance	4216	351
CTC	**520000**	**43333**

***Subject to employee contribution for Group Health Insurance to family and TDS, net salary may change**.

Yours sincerely,
For **ReportGarden Technologies Pvt. Ltd.**

Authorised signatory

RDP | technology.. simplified..

Date: 10th -Apr-2019.

To,
Ms.Shreya Poddar,
#34/C,Aurbindo Sarani,
Kolkata-700005.

Mob: +91-9831024481

E-mail: shreyapodddar04@gmail.com

Dear **Ms.Shreya Poddar,**

Sub: Offer Letter.

We are pleased to offer you the position of **"E commerce Sales & Operations Manager"** with **"RDP Workstations Pvt Ltd."**, effect from **12th–Apr-2019**. You will be based in our **"Hyderabad"** office.As we discussed during your interviews, you will be functionally reporting to **"Mr.Shrey Kumar, "Growth Strategist",** at **"RDP Workstations Pvt Ltd", "Hyderabad"** Office.

You will be paid gross emoluments as detailed in Annexure-A.

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure-B.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours truly,

For **RDP Workstations Pvt Ltd**,

Khaji Saifulla,

Sr. Recruiter

I Accepted

(Shreya Poddar)

ANNEXURE – A

Name : Shreya Poddar
Designation : E commerce Sales & Operations Manager

COMPENSATION PACKAGE DETAILS

Title	Probation Job Offer Letter
Validity	Only for first 12 months
Annual CTC	5,04,000/-
Basic	4,80,000/-
Flexible Benefit	24,000/-
Compensation Component	Proposed Salary
Basic Pay	4,80,000/-
Flexible Benefit	24,000/-
Target Incentive Deduction	----------
Guaranteed Pay	5,04,000/-
Guaranteed % of basic pay	100%
Flexible Benefit Plan	
Total	24,000/-
TA & DA	--------
Telephone	12,000/-
Internet	12,000/-

I Accepted

(Shreya Poddar)

ANNEXURE - B

1. **Performance Bonus**: Based on your Attitude, Hard work & Target Achievements, we'll revise your Entire Package, and on your Current Basic.

2. **Probation:** You will be on probation for a period of 12 months, from your date of joining, after which your performance will be appraised. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended by further period of 3 months if your performance is not found satisfactory.

3. **Personal Particulars:** You will keep us informed of any changes in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.

4. **Outside Employment:** While in the employment of the company, you are in no way allowed to be employed in any other company on a temporary or part time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without prior written consent of the company.

5. **Posting & Transfer:** Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.

6. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company's business, or such misdemeanor which is likely to affect, or affects the reputation of the Company's working or of any breach of the terms and conditions herein, the

   Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

7. During your services with the company, you will be governed by the rules and

   Regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.

8. Company will not provide any assets (Laptop, Data card, Demo units, Mobil**e etc…,), till** an employee has not complete 6 months of his service.

9. You will undertake, that while in the employment for any reason whatsoever, you will: Keep confidential and not disclose to any unauthorized persons.

a) **Pay and Other Benefits**:

i) You should not have any rights to disclose your Pay with any of the employee even with your reporting manager.

ii) You also don't have rights to ask or discuss about others Pay or Other benefits.

iii) If management will come to know that you have disclosed or discussed with any one about salary and other benefits then you will be liable for fine of Rs-10,000 and may you will be terminated.

iv) All Company information, business and financial interests.

v) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out.

vi) Technical capability and

vii) Commercial intelligence disclosed to you and/ or acquired by you in the course of your employment

viii) You will not have any rights to take any legal action towards company either in your service with RDP or after.

10. Restriction on Personal Use: Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

11. Don't Take Law in your hands: You don't have rights to teach, scold or blame any of the employees in the organization. If you would have any work to assign,

any issue or problem with any of the employee you have to contact to the reporting manager of concern employee through either mail or phone.

12. Governance Policy: RDP has its own Governance; you need to be adhere to it. You will be shared a Google sheet of Terms and conditions falls under Governance Policy.

13. Notice period: After confirmation of resignation or termination by stating their intention to do so, in writing may terminate this employment at any time, provided that at least **45 days** notice (depending on the situations management will decide the exact notice period).If not served the notice period then need compensate the notice period amount.

14. **Appointment in Good Faith:** It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or **your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.**

15. It is necessary that we know your decision by **10th Apr, 2 0 1 9,** so that we can plan accordingly. I would like to reiterate our high regard for you, and in the interim, if I can be of help, please do not hesitate to call me. You are requested to sign the duplicate copy of this letter as a token of acceptance of the above terms and conditions and return the same to us.

(Note: No negotiations in the package will be encouraged)

Khaji Saifulla,
Sr.Recruiter

I Accepted
(Shreya Poddar)

Documents to be submitted at the time of joining

S.N	Documents List
1	All educational Qualification Certificates Xerox
2	Pay Slip for last 3 Months
3	Offer & Relieving Letter from pervious company
4	Passport size photographs – 6 Copies
5	Send your latest softcopy of your resume (in word) to saif@rdp.in and Hardcopy at the time of joining.
6	For Identity Proof: Any one of the following: Pan Card/Voter ID/Passport/Driving License.
7	For Address Proof: Any one of the following: Voter ID/Passport/Driving License/Ration Card/Electricity Bill (Present Address)

Note:

Bring all the above mentioned documents without fail on the day of joining. Joining formalities could not be completed without the above mentioned documents. If you need any clarification regarding this please send mail to saif@rdp.in or call me at **+91_9533312111**

CIN: U74900TG2014PTC097002

RESEARCH WALLET

RESEARCH WALLET SERVICES PRIVATE LIMITED

December 04, 2018,
Hyderabad.

N UDAY SHASHI,
Hyderabad.

Sub: **LETTER OF OFFER**

Dear **UDAY SHASHI**,

Regarding your application and subsequent interview you had with us, we are pleased to offer you a position of "**Business Analyst**" in our company at a CTC of **6,00,000** per Annum. Any applicable incentives will be credited accordingly.

We would expect you to join as early as possible but not later than **May 20, 2019** beyond which the offer would stand withdrawn, unless a new date is agreed to, by us in writing.

On the date of your joining, you may please bring along the following:

1. Proof of age
2. Copies of educational certificates
3. Experience and Relieving certificates from the previous employer, if any
4. Appointment letter of the previous employer and salary revision letters, if any
5. Last pay slip received from the previous employer, if any
6. Form 16 (TDS Certificate), if any
7. 3 Passport Size Photographs

Your appointment will be subject to verification of references.

We welcome you to Research Wallet Family and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Please acknowledge us by replying to this email as a token of acceptance of the same.

For **Research Wallet Services Private Limited**

Khalid Mohamed
Director

RESEARCH WALLET SERVICES PVT. LTD. Hyderabad

Scanned by CamScanner

S&P Capital IQ (India) Pvt. Ltd.
5, Sunrise Park Society,
Drive-in Road, Vastrapur,
Ahmedabad - 380 054. India
T +91 79 4020 7200
www.spglobal.com
CIN - U72200TG1994PTC018719

OFFER LETTER
Private & Confidential

21st Jan, 2019
Ms. Visheshta Bhalla

A- 34 Gurunanak Pura,
Vikas Marg, Laxmi Nagar
Delhi 110092

We are pleased to offer you an employment opportunity as **Associate, Client Support** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Ahmedabad.**

Job Grade: 07A

Segment: Market Intelligence

Date of Joining: 25th Feb, 2019

Your total earnings (Cost to company) is **Rs. 501,300.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Associate, Client Support** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Visheshta Bhalla

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
5, Sunrise Park Society,
Drive-in Road, Vastrapur,
Ahmedabad - 380 054. India
T +91 79 4020 7200
www.spglobal.com
CIN - U72200TG1994PTC018719

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
Your appointment is effective from **25th Feb, 2019**. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
Your initial posting will be at Ahmedabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Notice period:**
Either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of salary in lieu of such notice period or any shortfall in such notice period at the discretion of your manager / Company.

5. **Medical Fitness:**
The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

6. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

S&P Capital IQ (India) Pvt. Ltd.
5, Sunrise Park Society,
Drive-in Road, Vastrapur,
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T +91 79 4020 7200
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CIN - U72200TG1994PTC018719

7. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

8. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened, the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

9. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

10. **Relocation:**
In case of relocation, the Company will reimburse for expenses incurred to relocate you and your family (Family Relocation reimbursement is applicable for Grade 9 and above) within the limits defined in the policy. You will be required to submit documentation of expenses incurred within three months from the date of joining. If within 12 months of your start date, you voluntarily separate from S&P Global, you agree to full restitution of this amount to S&P Global.

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CIN - U72200TG1994PTC018719

11. Non – Disclosure:

You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. Trade Secrets:

Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

S&P Capital IQ (India) Pvt. Ltd.
5, Sunrise Park Society,
Drive-in Road, Vastrapur,
Ahmedabad - 380 054. India
T +91 79 4020 7200
www.spglobal.com
CIN - U72200TG1994PTC018719

13. Intellectual Property:

You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. Handing over charge of Company's property on termination of employment:

You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. Employer's Clients and Employees

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

OK

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16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at Ahmedabad.

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ANNEXURE- II
Compensation Details

Name	**Visheshta Bhalla**		
Designation	**Associate, Client Support**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		16,290.00	195,480.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)		19,910.00	238,920.00
BASE SALARY		**36,200.00**	**434,400.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		1,955.00	23,460.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			43,440.00
TOTAL EARNINGS (A+B+C)		**38,155.00**	**501,300.00**

For S&P Capital IQ (India) Pvt. Ltd

M. S. Chubani

Authorized Signatory

S&P Global

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ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the Payment of Gratuity Act. Gratuity is applicable once the employee completes a continuous service in the entity for 5 years. Maximum cap of gratuity payment will be at 20 lakhs from the company.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in the [Year: 2019] [Business Plan Name: Market Intelligence Semi-Annual Plan] with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Global

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

4th February 2019
Mr. Yogesh Lakhota

6, Mahaveer Complex, Near Suraj Pole
Pali-Marwar, Rajasthan
Pali Marwar - 306401

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th Feb 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Yogesh Lakhota

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th Feb 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

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Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

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16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Yogesh Lakhota**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)		20,900.00	250,800.00
BASE SALARY		**38,000.00**	**456,000.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		2,052.00	24,624.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			45,600.00
TOTAL EARNINGS (A+B+C)		**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Letter Of Intent | Shresht Kapur | Campus Placement (IBS Hyd)

1 message

Roopa Mahesh Kumar <roopa.maheshkumar@radiobigfm.com> Wed, Dec 26, 2018 at 3:36 PM
To: Haseebakhter@ibsindia.org

Dear ***Shresht,***

With reference to your application and subsequent discussions ,we are happy to extend the Letter of Intent in our organization, **Reliance Broadcast Network Limited** as "**Management Trainee**".

You are requested to join the Company on ***"Mar 1, 2019"***.

Your fixed compensation is **Rs *8,00,000/-* (Rupees *Eight Lakhs* Only)** per annum.

You will also be entitled for the following benefits :-

- Field Travel Reimbursement: As per company policy
- Mobile and Internet reimbursement: As per company policy
- Medical insurance for Self + Spouse + 2 kids
- Performance Linked Incentives : As per company policy

Note:

- The offer is valid, subject to submission of NOC from Campus.
- The work location shall be notified to you 15 days prior to your joining date.
- A detailed copy of the letter of appointment will be shared with you on the date of joining at BigFM.
- All the Management Trainees on-boarding BigFM, as a part of Final Campus Placement shall be aligned for a comprehensive orientation program with the training duration of 2 Quarters from joining date.

This orientation program provides the platform to orient, engage and enrich the Management Trainees with information on core values and functional insights.

- Upon successful completion of the program post 2 quarters and subject to detailed evaluation, the Management Trainee shall be mapped to the identified function and role.

We look forward to your acceptance of this Letter of Intent and to a mutually beneficial enduring relationship.

I'll be glad to answer any queries that you may have regarding the Offer.

Thanks & Regards,

Roopa Mahesh Kumar

Reliance Broadcast Network Limited

Regional HR - SOUTH

Email: roopa.maheshkumar@radiobigfm.com

Mobile: +91 8088896096

Direct: 080-67927910

Add: #20, Reliance Energy

5th Cross, 5th Block

Kormangala, Bangalore – 560095

www.reliancebroadcast.com

The information contained in this e-mail message is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you should return it to the sender immediately. Please note that while we scan all e-mails for viruses we cannot guarantee that any e-mails virus-free and accept no liability for any damage caused by any virus transmitted by this email.

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IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Letter Of Intent | Shresht Kapur | Campus Placement (IBS Hyd)

1 message

Roopa Mahesh Kumar <roopa.maheshkumar@radiobigfm.com> Wed, Dec 26, 2018 at 3:36 PM
To: Haseebakhter@ibsindia.org

Dear ***Shresht,***

With reference to your application and subsequent discussions ,we are happy to extend the Letter of Intent in our organization, **Reliance Broadcast Network Limited** as "**Management Trainee**".

You are requested to join the Company on ***"Mar 1, 2019"***.

Your fixed compensation is **Rs *8,00,000/-* (Rupees *Eight Lakhs* Only)** per annum.

You will also be entitled for the following benefits :-

- Field Travel Reimbursement: As per company policy
- Mobile and Internet reimbursement: As per company policy
- Medical insurance for Self + Spouse + 2 kids
- Performance Linked Incentives : As per company policy

Note:

- The offer is valid, subject to submission of NOC from Campus.
- The work location shall be notified to you 15 days prior to your joining date.
- A detailed copy of the letter of appointment will be shared with you on the date of joining at BigFM.
- All the Management Trainees on-boarding BigFM, as a part of Final Campus Placement shall be aligned for a comprehensive orientation program with the training duration of 2 Quarters from joining date.

This orientation program provides the platform to orient, engage and enrich the Management Trainees with information on core values and functional insights.

- Upon successful completion of the program post 2 quarters and subject to detailed evaluation, the Management Trainee shall be mapped to the identified function and role.

We look forward to your acceptance of this Letter of Intent and to a mutually beneficial enduring relationship.

I'll be glad to answer any queries that you may have regarding the Offer.

Thanks & Regards,

Roopa Mahesh Kumar

Reliance Broadcast Network Limited

Regional HR - SOUTH

Email: roopa.maheshkumar@radiobigfm.com

Mobile: +91 8088896096

Direct: 080-67927910

Add: #20, Reliance Energy

5th Cross, 5th Block

Kormangala, Bangalore – 560095

www.reliancebroadcast.com

The information contained in this e-mail message is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you should return it to the sender immediately. Please note that while we scan all e-mails for viruses we cannot guarantee that any e-mails virus-free and accept no liability for any damage caused by any virus transmitted by this email.

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S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

18th January 2019
Mr. Vijay Kuradia

14f, 4th floor, Garden Apartments
Opposite Diamond Garden
Mumbai - 400071

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th February 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Vijay Kuradia

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th February 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Vijay Kuradia**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)		20,900.00	250,800.00
BASE SALARY		**38,000.00**	**456,000.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		2,052.00	24,624.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			45,600.00
TOTAL EARNINGS (A+B+C)		**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

18th January 2019
Ms. Riya Sharma

Near Srinagar Timber
Dhakki Road
Pathankot - 145001

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th February 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

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Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Riya Sharma

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th February 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

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   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:
Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth.
Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:
Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in

writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the

Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Riya Sharma**
Designation	**Data Researcher II**
Segment	**Market Intelligence**

A. Earnings	**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary	17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)	20,900.00	250,800.00
BASE SALARY	**38,000.00**	**456,000.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident Fund 12% of Basic Salary	2,052.00	24,624.00
C. Additional Earnings		
(i) Variable Pay Target 10.0% Semi-Annual		45,600.00
TOTAL EARNINGS (A+B+C)	**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

18th January 2019
Mr. Shajeed Ali Anwar Shaik

Jyothi Apartments
SBI Colony, Nandyal
Kurnool - 518501

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th February 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Shajeed Ali Anwar Shaik

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th February 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Shajeed Ali Anwar Shaik**		
Designation	**Data Researcher II**		
Segment	**Market Intelligence**		
A. Earnings		**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary		17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)		20,900.00	250,800.00
BASE SALARY		**38,000.00**	**456,000.00**
B. Retirement Benefits			
(i) Employer's Contribution to Provident Fund 12% of Basic Salary		2,052.00	24,624.00
C. Additional Earnings			
(i) Variable Pay Target 10.0% Semi-Annual			45,600.00
TOTAL EARNINGS (A+B+C)		**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

18th January 2019
Ms. Vaishnavi Thota

12-10587/82/2/A
Seethaphalmandi
Secunderabad - 500061

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th February 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Vaishnavi Thota

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th February 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:
Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth.
Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:
Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in

writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. Trade Secrets:

Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. Intellectual Property:

You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. Handing over charge of Company's property on termination of employment:

You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the

Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Vaishnavi Thota**
Designation	**Data Researcher II**
Segment	**Market Intelligence**

A. Earnings	**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary	17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)	20,900.00	250,800.00
BASE SALARY	**38,000.00**	**456,000.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident Fund 12% of Basic Salary	2,052.00	24,624.00
C. Additional Earnings		
(i) Variable Pay Target 10.0% Semi-Annual		45,600.00
TOTAL EARNINGS (A+B+C)	**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

18th January 2019
Ms. Priyanka Dontula

Plot No.26, Chandra Nagar Colony
Rasoolpura, Police lines, Begumpet
Secunderabad - 500003

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th February 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Priyanka Dontula

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th February 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:
Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth.
Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:
Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in

writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the

Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Priyanka Dontula**
Designation	**Data Researcher II**
Segment	**Market Intelligence**

A. Earnings	**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary	17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)	20,900.00	250,800.00
BASE SALARY	**38,000.00**	**456,000.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident Fund 12% of Basic Salary	2,052.00	24,624.00
C. Additional Earnings		
(i) Variable Pay Target 10.0% Semi-Annual		45,600.00
TOTAL EARNINGS (A+B+C)	**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

SAPIENS
Experience Insurance Innovation

Name : A S S Shashikanth
Address: Bangalore

March 4th,2019

Dear Shashikanth,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager. Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 7th,2019.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 7,57,502/-** will be structured as per the attached Annexure A
2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Scanned by CamScanner

SAPIENS
Experience Insurance Innovation

Gross Salary Sheet
Annexure A

Employee Name	**A S S Shashikanth**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	21081	252972
House Rent Allowance	10541	126492
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	9381	112572
Sodexo Coupon	1000	12000
Employer Provident Fund	1800	21600
Total Monthly Salary	**52703**	**632436**
Performance Bonus		
Fixed Bonus		105406
Gross Total Salary		**737842**
Company Contributions		
Gratuity		12160
Medical Insurance		7500
Total CTC		**757502**

1. First Year Annual Variable Bonus is payable only after completion of your 12 months of service post joining on pro-rata basis to align with our regular bonus pay-out cycle for calendar year (Jan to Dec). Example: If an employee joins in August 2018, bonus will be paid for August – December 2018 in August 2019. The regular bonus of Jan – Dec 2019 will be paid in April 2020. Bonus is not payable if your service tenure is less than one year, means employee should not have resigned before completion of 1 year at Sapiens.
2. Variable Annual bonus depends upon three factors – Company performance, your division's performance & your individual performance. Each factor carries a 33.33% weightage in determining your variable bonus.
3. An employee must be on pay rolls of Sapiens as on 31st December to be eligible for variable bonus. Hence, if an employee has resigned before 31st December of that financial year or if 31st December falls under the notice period then the employee is not eligible for any bonus including pro rata basis from the month of joining till December 31s.t, Subsequently, bonus is payable every calendar year subject to your being in full service (not on notice period) on the last day of the calendar year.
4. If you so desire, you can structure your above package to include Sodexo coupons of up to Rs. 1000 per month in lieu of part of the salary mentioned above.
5. Group Health insurance premium is borne directly by the company and not paid as cash.
6. Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

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S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

18th January 2019
Ms. Devi Malavika Cheruvassery

'Radhika', Tali
Chalappuram, Calicut
Kerala - 673002

We are pleased to offer you an employment opportunity as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 25th February 2019

Your total earnings (Cost to company) is **Rs. 526,224.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Data Researcher II** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Devi Malavika Cheruvassery

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **25th February 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:
Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth.
Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:
Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:
Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in

writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the

Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Devi Malavika Cheruvassery**
Designation	**Data Researcher II**
Segment	**Market Intelligence**

A. Earnings	**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary	17,100.00	205,200.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)	20,900.00	250,800.00
BASE SALARY	**38,000.00**	**456,000.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident Fund 12% of Basic Salary	2,052.00	24,624.00
C. Additional Earnings		
(i) Variable Pay Target 10.0% Semi-Annual		45,600.00
TOTAL EARNINGS (A+B+C)	**40,052.00**	**526,224.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

S&P Capital IQ (India) Pvt. Ltd.
Survey No. 12P, Kondapur, Near Hitec City,
Serilingampally Mandal, R.R. Dist, Hyderabad-500081, India.
Tel: +91-40-44668866, Fax: +91-40-23112133

CIN: U72200TG1994PTC018719
www.spglobal.com

OFFER LETTER
Private & Confidential

6th February 2019
Mr. Aditya Vikram Singh

KD-33, Indogulf Township
Agadishpur, Amethi
UP - 227817

We are pleased to offer you an employment opportunity as **Application Associate-Financial Modeling** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Hyderabad.**

Job Grade: 7A

Segment: Market Intelligence

Date of Joining: 4th March 2019

Your total earnings (Cost to company) is **Rs. 501,300.00** (For details refer to Annexure-II and Addendum).

The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt.

In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

Please note that your employment and the terms of employment referred herein will be effective only in the event of you successfully completing your **MBA/PGDM** qualification by **June, 2019**. If you fail to complete your **MBA/PGDM** qualification by **June, 2019,** the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on date of joining at **10:00 AM** for fulfillment of your joining formalities.

We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Application Associate-Financial Modeling** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Mr. Aditya Vikram Singh

ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
   Your appointment is effective from **4th March 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
   Your initial posting will be at Hyderabad. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
   The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.
   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
   You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
   During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your Manager / Company.

6. **Medical Fitness:**
   The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination).

7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company, in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company.

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees**

If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global.

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification**

Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**

Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction**

This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the courts at Hyderabad.

ANNEXURE- II
Compensation Details

Name	**Aditya Vikram Singh**
Designation	**Application Associate-Financial Modeling**
Segment	**Market Intelligence**

A. Earnings	**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary 45% of Base Salary	16,290.00	195,480.00
(ii) Basket of Allowances (HRA, Leave Travel Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver Salary)	19,910.00	238,920.00
BASE SALARY	**36,200.00**	**434,400.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident Fund 12% of Basic Salary	1,955.00	23,460.00
C. Additional Earnings		
(i) Variable Pay Target 10.0% Semi-Annual		43,440.00
TOTAL EARNINGS (A+B+C)	**38,155.00**	**501,300.00**

For S&P Capital IQ (India) Pvt. Ltd

Authorized Signatory

ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.

   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. "You will be eligible to participate in 2019 Market Intelligence Semi-Annual Plan with a target incentive opportunity of 10% of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of the established company and/or business unit objective(s) and your individual performance and contribution. Your payment for the performance year will be pro-rated based on the number of months you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your performance. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date."

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. The cut-off date for the January-June cycle is 31st March and the cut-off date for July-December cycle is 30th September. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

March 4th,2019

Name : Barkha M Madhana.
Address: Bangalore

Dear Barkha,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager.Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 7th ,2019.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 7,57,502/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	**Barkha M Madhana**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	21081	252972
House Rent Allowance	10541	126492
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	9381	112572
Sodexo Coupon	1000	12000
Employer Provident Fund	1800	21600
Total Monthly Salary	**52703**	**632436**
Performance Bonus		
Fixed Bonus		105406
Gross Total Salary		**737842**
Company Contributions		
Gratuity		12160
Medical Insurance		7500
Total CTC		**757502**

1. First Year Annual Variable Bonus is payable only after completion of your 12 months of service post joining on pro-rata basis to align with our regular bonus pay-out cycle for calendar year (Jan to Dec). Example: If an employee joins in August 2018, bonus will be paid for August – December 2018 in August 2019. The regular bonus of Jan – Dec 2019 will be paid in April 2020. Bonus is not payable if your service tenure is less than one year, means employee should not have resigned before completion of 1 year at Sapiens.
2. Variable Annual bonus depends upon three factors – Company performance, your division's performance & your individual performance. Each factor carries a 33.33% weightage in determining your variable bonus.
3. An employee must be on pay rolls of Sapiens as on 31st December to be eligible for variable bonus. Hence, if an employee has resigned before 31st December of that financial year or if 31st December falls under the notice period then the employee is not eligible for any bonus including pro rata basis

from the month of joining till December 31s.t, Subsequently, bonus is payable every calendar year subject to your being in full service (not on notice period) on the last day of the calendar year.

4. If you so desire, you can structure your above package to include Sodexo coupons of up to Rs. 1000 per month in lieu of part of the salary mentioned above.
5. Group Health insurance premium is borne directly by the company and not paid as cash.
6. Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

STRICTLY PRIVATE & CONFIDENTIAL

March 29, 2019
Priyanka Mishra
House no- 5, T.F Colony, Gandhi Road, Vidyapatinagar, Baridih, Jamshedpur, Jharkhand-831017

Jamshedpur

SUBJECT: APPOINTMENT LETTER

Dear Priyanka,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance

incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.

- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS
The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Priyanka Mishra, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment,

any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A
E M O L U M E N T S

Salary Sheet	
Name: Priyanka Mishra **Designation:Management Trainee**	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**272,727.00**
HRA	**136,364.00**

SPECIAL ALLOWANCE (FBP)*	**226,882.00**
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma
Director - TAM

Accepted by: Priyanka

Signature:
Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the

Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term "Confidential Information" as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be "works made for hire" and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute "works made for

hire" as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company's business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.

- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper

charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

IBS®
ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

JOB OFFER : RISHITA BANSAL

Priyanka Mukherjee <priyanka@salasarservices.com> Tue, Nov 27, 2018 at 12:02 PM
To: rishitabansal28@gmail.com
Cc: Pinku Mazumdar <pinku@salasarservices.com>, Ambarish Khaitan <ambarish@salasarservices.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Rishita,

Salasar Services (Insurance Brokers) Private Limited are pleased to offer.

Your Date of Joining will be 1st March, 2019 and you need to report at 10:00 AM at the below mentioned address.

Salasar Services (Insurance Brokers) Pvt Ltd.

7th Floor I ICC Building I 4 India Exchange Place I Kolkata-700001

You will be based at our **ICC Branch Office** and your designation will be **Management Trainee – Business Development.**

You will be paid **Rs. 6,00,000 CTC**

In addition, you will be also entitled for:

- Mobile CUG: As per company HR policy

- Travelling Reimbursement: As per company HR policy

You will be under **6 months' probation** from your date of joining.

Documents which you need to carry for your joining formalities are as follows:

1. 2 passport size photographs
2. Photo Identity proof (3 Copies): Voter card, Aadhar Card & PAN Card
3. Copies of educational qualification (Marksheets and Degree)

Please provide us an acceptance mail so that we can proceed further with your onboarding process.

Regards

Priyanka Mukherjee

Assistant Manager – HR and Admin

Salasar Services (Insurance Brokers) Pvt. Ltd.

7th Floor I ICC Building I 4 India Exchange Place I Kolkata-700001

CIN: U55101WB1990PTC049637 I IRDA License No. 143

License Category – Composite Broker

Validity of License 4th April 2018 To 3rd April 2021

Phone: 033- 40131827 I Mobile: +91 9073580330

www.salasarservices.com

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March 4th,2019

Name : Sazid Hussain
Address: Bangalore

Dear Sazid,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited.

We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager.Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **March 7th ,2019.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 7,57,502/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
AVP – Human Resource

Gross Salary Sheet
Annexure A

Employee Name	**Sazid Hussain**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	21081	252972
House Rent Allowance	10541	126492
Leave Travel Allowance	7500	90000
Statutory Bonus	1400	16800
Special Allowance	9381	112572
Sodexo Coupon	1000	12000
Employer Provident Fund	1800	21600
Total Monthly Salary	**52703**	**632436**
Performance Bonus		
Fixed Bonus		105406
Gross Total Salary		**737842**
Company Contributions		
Gratuity		12160
Medical Insurance		7500
Total CTC		**757502**

1. First Year Annual Variable Bonus is payable only after completion of your 12 months of service post joining on pro-rata basis to align with our regular bonus pay-out cycle for calendar year (Jan to Dec). Example: If an employee joins in August 2018, bonus will be paid for August – December 2018 in August 2019. The regular bonus of Jan – Dec 2019 will be paid in April 2020. Bonus is not payable if your service tenure is less than one year, means employee should not have resigned before completion of 1 year at Sapiens.
2. Variable Annual bonus depends upon three factors – Company performance, your division's performance & your individual performance. Each factor carries a 33.33% weightage in determining your variable bonus.
3. An employee must be on pay rolls of Sapiens as on 31st December to be eligible for variable bonus. Hence, if an employee has resigned before 31st December of that financial year or if 31st December falls under the notice period then the employee is not eligible for any bonus including pro rata basis from the month of joining till December 31s.t, Subsequently, bonus is payable every calendar year subject to your being in full service (not on notice period) on the last day of the calendar year.
4. If you so desire, you can structure your above package to include Sodexo coupons of up to Rs. 1000 per month in lieu of part of the salary mentioned above.
5. Group Health insurance premium is borne directly by the company and not paid as cash.
6. Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

April 09, 2019

Lakshmi Sudarshan Pasala
Door No.39/589-9, Nethaji Road, Aravinda Nagar, Kadapa, Y.S.R District, Andhra Pradesh State
Kadapa
516001

Dear Lakshmi Sudarshan**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a Employee Success Operations Associate Analyst within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on April 22, 2019, and you will report to Vishakha Damania. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as Employee Success Operations Associate Analyst has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 650,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Kokua Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 10% of your base salary and will be paid according to the terms of the Kokua Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for any fiscal

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year in which you do not work a full twelve months.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

HOURS OF WORK

You will be required to work for an average of 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.

PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

CONFIDENTIALITY

As an employee in full time employment with the Company, you will not, during or after the term of employment, in whole or in part, disclose any of the Company's trade secrets and confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. The obligation of confidentiality shall apply equally to any and all confidential or proprietary information of the customers/clients or associates of the Company that may be disclosed to you during the course of your employment.

PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 24 hours' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that

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you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

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THE CUSTOMER SUCCESS PLATFORM

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

DocuSigned by:
Lakshmi Sudarshan Pasala
08272300B6FD4AF...

Lakshmi Sudarshan Pasala

Place: Kadapa Date: 4/9/2019

For and on behalf of Salesforce.com India Pvt. Ltd.

Cindy Robbins

President and Chief People Officer

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

April 1, 2019
Sai Suman Pasham
20-2-251, Akhilanda Pura, Doodh Bowli, Bahadurpura, Hyderabad, Telangana-500064

Hyderabad

SUBJECT: APPOINTMENT LETTER

Dear Sai,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary

You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)

You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance

You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**

The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or

by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance

protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Sai Suman Pasham, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A
E M O L U M E N T S

Salary Sheet	
Name: Sai Suman Pasham **Designation:Management Trainee**	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**272,727.00**
HRA	**136,364.00**
SPECIAL ALLOWANCE (FBP)*	**226,882.00**
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grad

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best f your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma
Director - TAM

Accepted by: Sai

Signature:

Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3**months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term "Confidential Information" as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of

any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military

status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.

3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

OFFER LETTER

Shubham Parmar
35-B, Swarna Vatika
near Vandana Nagar
Indore MP – 452018

17/December/2018

Sub: Offer of employment for the position of Product Specialist

It is our pleasure to offer you employment with **Loyalty Juggernaut India Private Limited** ("**Company**") for the position of **Product Specialist** commencing on or before March 04, 2019, on the terms set forth in this letter. Your initial place of work will be at Hyderabad.

Your annual remuneration will be **Rs. 7.00 lacs** the breakup of which will be as provided in **Annexure A** and shall be subject to income tax, payment of provident fund and other statutory deductions. However, the structure of your remuneration may be altered or changed from time to time in accordance with the policies and practices of the Company.

Upon acceptance of this offer, you shall execute and honor the Employment Agreement which will form part of this offer. During your tenure of employment with the Company, you would be governed by the said Employment Agreement, Company policies and any other agreement that you may execute with the Company from time to time.

You are required to submit the following documents at the time of reporting for duty:

1. 2 passport size colour photographs
2. Photocopies of PAN Card and address proof. You are required to carry original documents at the time of joining
3. Relieving letter/letters from the previous employer/employer's if applicable.
4. Last 3 month's salary slips from previous employer if applicable.

Further, please note that your employment will be subject to the correctness of all the information and necessary documents furnished by you. In the event, it is found that any such material information furnished by you, whether verbally or in writing, at any time, is incorrect, misrepresented or fabricated, the Company shall have the right to terminate your employment without any notice or compensation.

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

If the above terms and conditions are acceptable to you, please sign and return the duplicate copy of this letter as a token of your acceptance, and arrange to report for duty on or before the date mentioned above, failing which this offer shall automatically stand cancelled without any further information to you.

For any questions or clarifications regarding this offer, please contact Ms. Shraddha Dhavle at opportunity@lji.io. We wish you a bright and successful future, and look forward to a mutually fruitful association.

For **Loyalty Juggernaut India Private Limited**

Shyam Shah
CEO
+91-9177698800; +1-650-743-5436
shyam.shah@lji.io

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

Annexure A

COMPENSATION

Details	Per Annum in Rs. 7,00,000
Basic	3,00,000
HRA	1,20,000
Conveyance	19,200
Medical Allowance	15,000
Special Allowance	1,45,800
Performance Bonus	1,00,000

Provident Fund (PF - Employer, Employee contribution), ESI would be deducted as per statutory laws, as applicable. Any other statutory deductions mentioned/not mentioned in this letter will be deducted as per the enactments from time to time with prior intimation.

Deferred Annual Benefits:

- Gratuity will be paid as per the extant Indian regulations.
- Paid leave will be applicable as per company policy.
- Medical hospitalization insurance for Rs. 3 Lakh (For Self and Family), is covered as per company policy.
- The Company provides you an option to add your family members under Group Medical Policy. The family shall comprise the insured employee, his/her legally wedded spouse, first 2 living dependent children up to the age of 21 years only.

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

ACKNOWLEDGED, AGREED AND ACCEPTED:

I have read and understood the contents of this letter. The contents of this letter and the acceptance of the offer made by Loyalty Juggernaut India Private Limited on the terms and conditions set out herein have been agreed and accepted by me and I am signing this letter as a token of acceptance for the foregoing.

Shubham Parmar

Offer
has been accepted

Printable Format

STRICTLY PRIVATE & CONFIDENTIAL

April 1, 2019

Abhinav Srivastava

C-405, Sector B-1, Mahanagar, Lucknow - 226006.

Lucknow

SUBJECT: APPOINTMENT LETTER

Dear Abhinav,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you.

The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary

You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)

You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance

You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**

The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's

performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you

will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by

your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Abhinav Srivastava, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other

information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet

Name: Abhinav Srivastava

Designation:Management Trainee

YOUR COMPENSATION STRUCTURE

BASIC SALARY

HRA

SPECIAL ALLOWANCE (FBP)*

TOTAL CASH PER ANNUM

PROVIDENT FUND

GRATUITY

TOTAL FIXED COMPENSATION PER ANNUM

PERFORMANCE INCENTIVE TARGET

TOTAL COST WITH TARGET INCENTIVE PAYOUT

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following (
Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The
Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOW
Professional Membership	
LTA	
Education Allowance(Reimbursement)	*2400 pa (:
Hospital Insurance Premium**	
Academics Books & Research Periodicals	
National Pension Scheme	10% of ar

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to s best fits your family need for hospitalization due to illness, disease or injury. Family sum insured options are available to employees to select basis their family needs, p you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not mad The organization contributes a standard contribution to all employees which is 50%

Runita Verma

Director - TAM

Accepted by: Abhinav

Signature:

Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will

sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit

(Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same

year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records,

documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the

Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,

- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow

- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business

with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the

same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in ‘Probation & Notice Period’ Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business

exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and

regulations of the Company, in force, you shall not be relieved from the services of the Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in

writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.

4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall

be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,

Yours sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer electronically accepted by: Srivastava, Abhinav
Offer electronically accepted on: null
Offer electronically accepted from: null

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SHUBHASHRAY
HOUSING INDIA

Date: 24th Nov 2018

Dishant Sharma
A-16 Vandana Apartments
Sector-13, Rohini,
Delhi-110085
EMAIL: dishantsharma59@gmail.com
PHONE: +91-8130020755

SUB: OFFER LETTER

Dear Mr. Dishant Sharma,

We are pleased to offer you the position of **"Business Manager"** in **Ashray Homes Buildwell Pvt Ltd.**

You are requested to join us on or **before 1st Mar, 2019 at 9:30 a.m.** A formal letter of appointment with the complete salary break-up will be issued to you after three months from the date of joining after completion of HR joining formalities. Your total annual remuneration will be Rs. 6,00,000 (Six lacs only) plus Travel reimbursement on company related travels and performance linked incentives.

Please return the copy duly signed as a token of your acceptance along with the resignation submission letter within two days of issuance of this offer letter.

At the time of joining you are requested to submit the following:

a. Proof of age (Date of Birth Certificate/Matriculation certificate)
b. Qualification certificates
c. Four Passport size photographs
d. Relieving/experience certificate from your previous employer, if any
e. Appointment letter from previous employer, if any
f. ID Proof/Address Proof
g. Salary slip of last 3 months, if applicable

All self-attested photocopies

Best wishes and looking forward to having you soon with us.

Yours Sincerely,
For Ashray Homes Buildwell Pvt. Ltd.
Authorised Signatory

Tarveen Kaur
Authorized Signatory

CORPORATE OFFICE :
526, 5TH FLOOR, TOWER A,
PARK CENTRA, SECTOR – 30,
GURUGRAM - 122001
TEL +91 124 4710400
FAX +91 124 4016842
E-mail : info@shubhashray.com
www.shubhashray.com

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

OFFER LETTER

Apoorva Srivastava
5/774 Preet Vihar
Bulandshahr – 203001

17/December/2018

Sub: Offer of employment for the position of Product Specialist

It is our pleasure to offer you employment with **Loyalty Juggernaut India Private Limited** ("**Company**") for the position of **Product Specialist** commencing on or before March 04, 2019, on the terms set forth in this letter. Your initial place of work will be at Hyderabad.

Your annual remuneration will be **Rs. 7.00 lacs** the breakup of which will be as provided in **Annexure A** and shall be subject to income tax, payment of provident fund and other statutory deductions. However, the structure of your remuneration may be altered or changed from time to time in accordance with the policies and practices of the Company.

Upon acceptance of this offer, you shall execute and honor the Employment Agreement which will form part of this offer. During your tenure of employment with the Company, you would be governed by the said Employment Agreement, Company policies and any other agreement that you may execute with the Company from time to time.

You are required to submit the following documents at the time of reporting for duty:

1. 2 passport size colour photographs
2. Photocopies of PAN Card and address proof. You are required to carry original documents at the time of joining
3. Relieving letter/letters from the previous employer/employer's if applicable.
4. Last 3 month's salary slips from previous employer if applicable.

Further, please note that your employment will be subject to the correctness of all the information and necessary documents furnished by you. In the event, it is found that any such material information furnished by you, whether verbally or in writing, at any time, is incorrect, misrepresented or fabricated, the Company shall have the right to terminate your employment without any notice or compensation.

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

If the above terms and conditions are acceptable to you, please sign and return the duplicate copy of this letter as a token of your acceptance, and arrange to report for duty on or before the date mentioned above, failing which this offer shall automatically stand cancelled without any further information to you.

For any questions or clarifications regarding this offer, please contact Ms. Shraddha Dhavle at opportunity@lji.io. We wish you a bright and successful future, and look forward to a mutually fruitful association.

For **Loyalty Juggernaut India Private Limited**

Shyam Shah
CEO
+91-9177698800; +1-650-743-5436
shyam.shah@lji.io

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

Annexure A

COMPENSATION

Details	Per Annum in Rs. 7,00,000
Basic	3,00,000
HRA	1,20,000
Conveyance	19,200
Medical Allowance	15,000
Special Allowance	1,45,800
Performance Bonus	1,00,000

Provident Fund (PF - Employer, Employee contribution), ESI would be deducted as per statutory laws, as applicable. Any other statutory deductions mentioned/not mentioned in this letter will be deducted as per the enactments from time to time with prior intimation.

Deferred Annual Benefits:

- Gratuity will be paid as per the extant Indian regulations.
- Paid leave will be applicable as per company policy.
- Medical hospitalization insurance for Rs. 3 Lakh (For Self and Family), is covered as per company policy.
- The Company provides you an option to add your family members under Group Medical Policy. The family shall comprise the insured employee, his/her legally wedded spouse, first 2 living dependent children up to the age of 21 years only.

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

ACKNOWLEDGED, AGREED AND ACCEPTED:

I have read and understood the contents of this letter. The contents of this letter and the acceptance of the offer made by Loyalty Juggernaut India Private Limited on the terms and conditions set out herein have been agreed and accepted by me and I am signing this letter as a token of acceptance for the foregoing.

Apoorva Srivastava

Offer: Computer Consultancy
Ref: TCSL/DT20195044428/Hyderabad
Date: 27/02/2019

Mr. Gagan Raj Dakuri
304, Srinivasam ApartmentRoad No.3,
Vidyanagar,Pothireddipalli X Roads,
Sangareddy-502001,
Telangana.
Tel# -

Dear Gagan Raj Dakuri,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,426/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹12,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,800/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹24,810/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,900/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹400/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining

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forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCSL Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Gagan Raj Dakuri**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	12,000	1,44,000
Bouquet Of Benefits #	31,110	3,73,320
2) Performance Pay		
Monthly Performance Pay	1,900	22,800
Quarterly Variable Allowance*	400	4,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,440	17,280
Gratuity	577	6,926
Total of Annual Components & Retirals	2,017	32,106
Retention Incentive	NA	0
TOTAL GROSS	47,627	5,79,426

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,800	57,600
Leave Travel Assistance	1,000	12,000
Food Card	500	6,000
Personal Allowance	24,810	2,97,720
GROSS BOUQUET OF BENEFITS	31,110	3,73,320

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Annexure 2

Regional Offices

Ahmedabad **Lead -Talent Acquisition** Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	**Bangalore** **Lead -Talent Acquisition** Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai **Lead- Talent Acquisition** Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	**Delhi** **Lead-Talent Acquisition** Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad **Lead-Talent Acquisition** Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	**Kolkata** **Lead-Talent Acquisition** TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003
Lucknow **Lead -Talent Acquisition** Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	**Mumbai** **Lead-Talent Acquisition** Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune **Lead-Talent Acquisition** Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	**Thiruvananthapuram** **Lead - Talent Acquisition** Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Retainer/Consultant and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Retainer/Consultant in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Retainer/Consultant.

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2. **Retainer/Consultant's Obligations**
Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of Retainer/Consultant-ship, the Retainer/Consultant agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
The Retainer/Consultant agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and the Retainer/Consultant hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Retainer/Consultant may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
The Retainer/Consultant acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Retainer/Consultant further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
The Retainer/Consultant expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Retainer/Consultant's Rights**
The Retainer/Consultant agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her engagement with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and the Retainer/Consultant agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Retainer/Consultant of the Confidential Information.

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9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Retainer/Consultant confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by the Retainer/Consultant or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

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OFFER CUM APPOINTMENT LETTER(OCAL)

Dear Mr. Pavan Kumar,

Thank you for exploring career opportunity with Manappuram Insurance Brokers Limited. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment as Management Trainee (Grade L4) at Kerala. HO Kerala in our Digital Sales Department.

A. You shall be expected to join the services of the organization on or before 22nd March 2019
B. Fixed CTC Package: you will be entitled to a Gross Annual Pay of INR 500000/- (Rupees Five Lakhs only).

We are just a few formalities away from getting down to work. Please take the time to review our formal offer. It includes important details about your compensation benefits and the terms and conditions of your anticipated employment with Manappuram Insurance Brokers Limited.

Manappuram Insurance Brokers Limited is offering a position for you as Management Trainee, reporting to Head Digital Sales starting on 22nd March 2019 at Valapad. Expected hours of work are 6 days a week and 8 hours a day.

A. In this position, Manappuram Insurance Brokers Limited is offering to start you at a pay scale of Rs. 500000/- (Rupees Five Lakhs only) per year. You will be paid on a monthly basis, starting 30th April 2019.

As part of your compensation, we're also offering Yearly performance bonus, stock options.

As an employee of Manappuram Insurance Brokers Limited you will be eligible for Mediclaim, Term Insurance cover & Accidental death cover.

Please indicate your agreement with the attached terms and accept this offer by signing and dating this agreement on or before 1st March 2019.

Sincerely

8.2.19

Sajana C V
Head – HR & Administration
Attached: Terms and conditions

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

TERMS AND CONDITIONS FOR THE OFFER

Offer Acceptance

I have read the above terms and conditions of the offer of appointment and hereby accept the offer.

Signature :

Name : Pavan Kumar

Date :

(An **ISO 9001:2015** certified company)
Registered Office: 2nd floor, Manappuram House, (old Building) Valapad P.O., Thrissur, Kerala - 680 567
B: +91 75948 10201 | **E:** insurance@maibro.in | **www.maibro.in**
Direct Broker (Life & General) | **IRDAI Reg.335** (**License Validity:** Nov 02, 2018 to Nov 01, 2021) | **CIN:** U66010KL2002PLC015699

1. **Post offered:**

We are pleased to offer you the post of Management Trainee in the grade of Manager in the Company.

2. **Place of posting & Functions:**

You are presently posted in Manappuram Insurance Brokers Ltd. at Valappad but liable to be transferred to any of the present or proposed branches of the company in India in the same or different capacity. In addition to Human Resources Management related function; you may also be entrusted with other responsibilities as may be decided by the Management from time to time. You will report to Head – Digital Sales.

3. **Date of Joining:**

You are requested to report for duty at Valapad of the company on 22nd March 2019, if you require any change in date of joining, it should be taken up with Human Resources Management department at Administrative Office well in advance. Your appointment will be effective from the date of your joining duty with necessary documents.

4. **Probation/Confirmation:**

You will be on probation for a period of One year. Based on your performance your services will be confirmed with the company in writing after six months. If your performance is not found to be satisfactory or up to the expected level, your probation period will be extended for a further period of six months at the discretion of the Management. During probation period, your services are liable to be terminated without assigning any reason.

5. **Background Verification:**

The company shall conduct a background verification of the employee through an authorized agency. If, as a result of this background check, it is found that false statement has been made in the personal data relating to education, qualifications, address etc or found willfully concealed any material information, resulting in the offering of your position in the company, the management may take such action as it deems fit, including termination from employment with immediate effect.

6. **Scale of pay:**

C. You will be paid a Consolidated Basic Pay of Rs.41,666/- (Rupees Forty one Thousand Six Hundred and sixty six only) per month which includes VDA per month. Thus consolidated salary will be Rs . 500000/- (Rupees Five Lakhs only). per annum.

MANAPPURAM INSURANCE BROKERS LIMITED
VALAPAD

8.2.19

7. **Eligibility for leave:**

Your will be eligible for leave of one day per month during the first year of service in the Company. Once you complete one year of service in Manappuram Insurance Brokers Ltd., you will be eligible for 12 days Casual Leave, 12 days Sick Leave and 12 days earned Leave.

8. **Voluntary retirement/Resignation/Termination:**

You are required to give a notice of minimum three months, if you wish to resign from the service of the Company. In the event of failure to do so, you will be liable to compensate the Company with an amount equal to the salary and allowance for the actual days of deficiency in such notice. You will not join any of our competitors within 12 months of leaving the organization. **In case of termination there will be no notice period and salary will be paid for the days worked. In case of resignation during probation period, the salary will be paid till the date of service and notice period will be at the discretion of the management. In case of resignation the notice period may be reduced/waved off by the organization on hand over of responsibilities and salary would be paid till the time the employee is attending the office (This supercedes the notice period specified in the appointment letter)**

9. **Secrecy clause:**

You may kindly note that confidentiality in your work in relation to any information of the Company is paramount and shall not be divulged to any third party unless with prior permission from the Management. In case employee neglects to maintain secrecy and loss/damage is suffered to company, even after termination of employment, you will be held liable for the same and such disputes will be referred to a sole arbitrator appointed by the company whose decision will be binding on both parties.

10. **Loyalty & Ethics:**

You may serve the company diligently any loyally and devote your best efforts, full time and energy to such services. You will not engage in any other employment during employment with company and warrants that employee is not subjected to any agreement with a prior employer or other party, which would restrict the performance of his duty in this company. All business activities should be conducted in accordance with the directives, policies and instructions of the company, in a professional manner so as to maintain ethics, professional standards, goodwill and reputation of the company.

11. **Restriction from soliciting with company's clients and business relations:**

During the course of the employment, you shall not engage in any position or activity that would involve in soliciting or knowingly communicating with the company's clients, business partner or entity that the employee had business relations with, during the course of his employment. Thereafter apart from abiding by clause 8 of the offer, you shall not engage against the interest and business of the organization.

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

12. **Agreement:**

At the time of joining you are required to execute an agreement with the company along with a surety accepting the terms and conditions of the offer letter etc.

13. **Gratuity:**

Gratuity will be paid as per the provisions of the Gratuity Act as and when you become eligible for the same.

14. **Safe custody of Company Assets:**

You will be responsible for safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge.

15. **Termination:**

If at any time in our opinion, which is final in this matter you are found to be a non performer or guilty of fraud, dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you. In addition to that, the failure to produce or non-submission of any certificate in proof of educational qualification, experience, etc call for by the company at the time of joining also cause termination of your service without any notice.

16. **Acceptance of Commission/Gratification:**

You will not accept any unusual/costly gifts, commission or any sort of gratification in cash or any kind from any person, party or firm or company having dealing with the company and if you are offered any, you should immediately report the same to the management. The usual common acceptable distribution of chocolates, cakes etc and festive gifts (simple/ordinary) are excluded from this.

17. **Appointment in good faith:**

This offer of appointment as Management Trainee being issued to you on the basis of the information relating to your qualification, experience etc, furnished by you in your application including Bio-data at the time of your interview and subsequent discussion. If it transpires that you have made a false statement or have not disclosed a material fact resulting in your being offered this appointment, the management may take such action as it deems fit in its sole discretion, including termination of your employment.

18. **Code of Conduct and Information Security**

You will comply with code of conduct of the company and adhere to information security guideline and do not disclose company's confidential information to third parties and do not copy company's data for personal use.

MANAPPURAM INSURANCE BROKERS LIMITED ★ VALAPAD

19. Dress code:

You will comply with the prevailing dress code applicable to employees, while in service with the Company.

19. **Security Deposit:**

You will have to deposit an amount of Rs.15, 000/-(Rupees Fifteen thousand only) towards security deposit. This amount will be deposited with a Nationalized /Scheduled Commercial Bank. You will be eligible for interest at the rate applicable to deposits of the Bank. Security deposit will be redeemed to you after expiry of 12 months from the date of relieving from the service. Any sum due to the Company from you will be deducted from the security deposit. (There will be a deduction of Rs.1000/- per month from your monthly pay for 15 months and the accrued amount will be put as Security deposit)

20. **Pre Joining Documents:**

a. Copies of your certificates, testimonials, proof of age, Mark sheets, qualification, experience etc duly attested by a Gazetted Officer.
b. Four recent Passport size photographs.
c. Physical Fitness Certificate from a Medical Officer not below the rank of an Asst. Surgeon.
d. Relieving letter from your present employer, if applicable.
e. Copy of Aadhaar card/National Population Register(NPR) and Copy of PAN card
f. Rs.100/- Stamp Paper
g. ID Proof of Surety
h. Police verification report
i. Bank account details with IFSC code
j. Code of conduct

If the above terms and conditions are acceptable to you, please sign the first page of the offer and return to HO as a token of your acceptance. We take this opportunity to welcome you to our Organization and extend our best wishes.

For Manappuram Insurance Brokers Ltd.

8.2.19

Sajana C V
Head – HR & Administration

MANAPPURAM INSURANCE BROKERS LIMITED
VALAPAD

SALARY STACK UP		
Name	Pavan Kumar	
Position	Management Trainee	
Department	Digital Sales	
Reporting Person	Head Digital Sales	
Company	Manappuram Insurance Brokers	
Location	Valapad – HO	
PARTICULARS	**MONTHLY(IN.RS)**	**ANNUALLY(IN.RS)**
BASIC SALARY		
Basic	16800	201600
Dearness Allowances	2314	27768
	19114	**229368**
ALLOWANCES		
Special Allowance	11273	13576
Mobile Allowance	500	6000
Fixed Travelling allowance	1600	19200
House Rent Allowance	5000	60000
	18373	**220476**
EMPLOYEE BENEFIT		
Bonus	1400	16800
Medi-claim, Personal Accidental benefit, Term plan	904	10848
Employer Contribution of PF	1875	22500
	4179	**50148**
DEDUCTIONS FROM SALARY		
Recurring Deposit(For 15 months)	1000	12000
Professional Tax	200	2400
Food Expences	1125	13500
Labour welfare fund	20	240
PF	1800	21600
	4145	**49740**
CTC	**41666**	**499992**

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Employment Agreement”) is made on this April 17,2019 by and between StateStreet Corporate Services Mumbai Private Limited, a company incorporated under the laws of India and having its principal place of business at Bangalore (the “Company”), and Shweta Yadav, an individual, currently residing at Gurugram (the “Employee”).

RECITALS

WHEREAS, the Employee possesses knowledge, skill and experience advantageous to the Company.WHEREAS, the Company desires to employ the Employee as a 'Senior Associate', of the Company on the terms and subject to the conditions set forth in this Employment Agreement and the Employee is willing to be so employed by the Company. NOW, THEREFORE, in consideration of the promises, mutual agreements and covenants contained in this Employment Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the Company and the Employee hereby agree as follows:

AGREEMENTS

1 Employment

a) Subject to the terms and conditions of this Employment Agreement, the Company hereby employs the Employee as 'Senior Associate', and the Employee hereby agrees to serve the Company in such capacity, as an employee at will , for the period commencing April 29,2019 (the 'Effective Date') and until termination of this Employment Agreement by the Employer, (the 'Employment Term').

b) The Employment Term includes a three (3) month probation period (the “Probation Period”) which shall commence from the Effective Date, following which the Company may, in its sole discretion, either extend the Probation Period for any period of time (the “Extended Probation Period”) or confirm the Employee’s employment with the Company.

c) Subject to Section 8 of this Employment Agreement, the Employee’s employment with the Company shall, after the completion of the Probation Period and after the completion of the Extended Probation Period, if any, be deemed to have been confirmed unless the Employee, within a period of fifteen (15) days after the completion of the Probation Period and within a period of fifteen (15) days after the completion of the Extended Probation Period, if any, receives a notice of termination of his/her employment with the Company

CIN:U74130KA2007PTC043738

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2 Time to be devoted to Employment and hours of work

The Employee shall, except during vacation periods or absences due to temporary illness, devote his/her best efforts and full time attention and skill and his/her professional and business time, attention and energies to his/her duties and responsibilities hereunder. The employee is required to dedicate a minimum of 45 (forty five) hours a week towards fulfillment of his/her duties under this Employment Agreement. The requirements of the Employee's employment do call for some flexibility and the Employee will be expected to work such hours as may be necessary for the proper and satisfactory performance of the Employee's duties without additional remuneration. The Employee agrees that he/she will not be entitled to any overtime compensation for additional hours devoted to his/her employment with the Company.

Employee may be required to work either on day or night shifts and which shift pattern employee will be required to work, will be determined and communicated to the employee by their manager. Employee hours and work and shift timing may be subject to variation depending on the schedule operated by their respective team or department, for which employee will be notified from time to time.

3 **Duties**

a) The Employee shall during his/her employment under this agreement:

   i. Perform the duties and discharge the responsibilities of the role

   ii. In addition to the duties and responsibilities which the position of the Employee normally entails, the Employee may, from time to time, be required to undertake additional or other duties and/or responsibilities consistent with the Employee's designation, and as may be deemed necessary by Head of the Entity to meet the needs of the business of the Company.

b) The Employee shall be based in Bangalore but may be required to work in any place within India which the Company may require for the proper performance and exercise of his/her duties and responsibilities and the Employee may be required to travel on the business of the Company anywhere within and outside India.

4 **Remuneration and Related Matters**

a) Employee's annual salary and other compensation as of the date of this Agreement is as set forth in Exhibit "A" hereto, which are subject to review and modification annually by the Company. The Company shall be entitled to withhold from any payments due to Employee pursuant to the provisions of this Agreement any amounts required to be withheld by any applicable taxing or other authority, or any amounts loaned to Employee by the Company.

b) The Company shall also reimburse to Employee any reasonable business expenses incurred by the Employee on behalf of the Company, during the Employment Term and arising out of the fulfillment of his/her responsibilities and duties hereunder.

5 **Hours of Employment and Holidays**

Subject to Section 2 and 3 hereof, the Employee shall be entitled to take the public holidays as applicable in the state of Karnataka, such number of additional holidays as may be decided, from time to time, by the Company.

In accordance with the company policy, the Employee shall be entitled to take Fifteen (15) days' Earned Leave and Five (5) Casual Leave for every year of service.

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6 **Policies and Practices**

The Employee agrees to abide by all the Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and communicate to the Employee and to indemnify the Company for any loss suffered as a consequence of a breach by the Employee of the Company rules, regulations, instructions, policies, practices and procedures, if these losses are a direct result of gross negligence on part of the Employee.

Such rules, regulations, instructions, policies, practices and procedures are set forth in the Company's Staff Hand Book , and are incorporated in this Employment Agreement by reference. The Employee shall receive a copy of the Company's Staff Hand Book on their first day of employment.

Additional Employment-Related Agreements and Codes

You will also be required to complete State Street's online Standard of Conduct (and Code of Ethics where applicable) certification and learning assessment following the commencement of employment, as a condition of continued employment

In addition, where applicable, if you accept this offer of employment you will become subject to the [State Street Global Advisors/SSGA Funds Management, Inc.] [State Street Global Markets] [IMS West] Code of Ethics enclosed within, which includes certain trading requirements such as pre-clearance and use of designated brokers. By signing and returning this offer, you acknowledge and agree that you will comply with the Code of Ethics (as it may be in effect from time to time) throughout your employment.

7 **Employment Benefits**

The Employee shall receive the following employment benefits:

a) The Company shall every year contribute to the provident fund established under the Employees Provident Fund Scheme ("Provident Fund Scheme") framed under Section 5 of The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, as amended (the "Provident Fund Act") an amount equal to 12% of the Salary and relevant allowances. The Employee hereby agrees and confirms that the Company shall be entitled to, and shall, deduct from the Employee's Salary and pay to the provident fund established under the Provident Fund Scheme as the Employee's contribution to such fund an amount equal to 12% of the Salary and relevant allowances. Such contributions shall be made in accordance with the provisions of the Provident Fund Scheme and the Provident Fund Act. If such provisions require payment on a monthly basis, then the contributions shall be made with reference to the pro-rated monthly amount of the Salary and relevant allowances payable to the Employee under this agreement.

b) The Company shall every year make contributions to a gratuity fund as per the applicable law.

8 **Termination of Employment by Company**

a) The Employee's employment may be terminated by the Company upon the occurrence of any one or more of the following events:

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i. death of the Employee;

ii. the failure by the Employee to substantially or satisfactorily perform his/her duties hereunder, as a result of physical or mental incapacity (hereinafter referred to as "disability"), which disability shall continue for more than three (3) consecutive months or an aggregate of more than five (5) months in any calendar year ("Permanent Disability"); or

iii. for "Cause", which shall mean the following:

a) the willful failure by the Employee to substantially perform his/her duties hereunder (including the breach of any provision of Sections 11 and/or 12 for reasons other than death or disability);

b) the commission by the Employee of an act constituting fraud or any other criminal offence against the Company or otherwise;

c) any act or failure to act by the Employee which involves dishonesty in the course of his/her employment or theft of the Company's assets;

d) Employee's refusal or willful failure to act in accordance with any direction or order of the Company and/or of his/her superiors in the Company, or material neglect, which continues after the Employee has been given five (5) days prior written notice and an opportunity to cure;

e) conviction of the Employee for any criminal offence (other than an offence under road traffic law for which the Employee is not sentenced to any term of imprisonment whether immediate or suspended); or

f) Employee's willful or intentional act or conduct that in any way has a direct, substantial and adverse effect on the Company's business, operations or reputation.

g) Employee's unauthorised absence from work for a period of 5 or more days.

b) The Company may at any time and in its sole discretion, by giving sixty (60) days written notice to the Employee, or by payment of Salary in lieu thereof, terminate this Employment Agreement 'at will' for any reason, including those not set forth in Section 8 (a). However, the Company shall not be obligated to pay, in lieu of the sixty (60) days written notice, the salary of the employee if, the employee's employment is terminated under clause 8 (a) (iii) (g) of this Employment Agreement.

9 Termination of Employment by the Employee

The Employee may terminate his/her employment under this Employment Agreement for Good Reason. For purposes of this Agreement, "Good Reason" shall mean any reduction in or failure by the Company to pay the compensation and benefits provided for in this Employment Agreement after the Employee has given the Company sixty (60) days written notice and the opportunity to cure such failure.

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10 Obligations upon Termination

1 Payments. The Company shall not be obligated to pay and shall not be liable to the Employee for any termination of the Employee's employment hereunder if such termination is in accordance with the terms of this Employment Agreement.

2 Death and Permanent Disability. If the Employee dies or suffers from a permanent disability while employed under this Employment Agreement, the Company shall make due payments as required in connection with the Employee's provident fund and gratuity fund to the Employee, the Employee's nominee(s) or, if no nomination has been made, to his/her legal heirs as the case maybe.

11 Disclosure of Information

a) All memoranda, notes, records or other documents made or compiled by the Employee or made available to him/her during the Employment Term concerning the business and/or operations of the Company shall be the Company's property and shall, if in the possession or under the control of the Employee, be delivered to the Company on the termination of the Employee's employment. The Employee shall not use for himself /herself or others, or divulge to others, any proprietary or confidential information of the Company, obtained by him/her as a result of his/her employment, unless authorized by the Company. For purposes of this Section 11, the term "proprietary or confidential information" shall mean all information which is known only to the Employee and/or to other current or former employees of the Company, consultants of the Company or others in a confidential relationship with the Company and relates to specific matters including but not limited to trade secrets, marketing programs, customers, potential customers and vendor lists, pricing and credit techniques, program codes, software design, know how, research and development activities, private processes, and books and records as they may exist from time to time, other technical and business information indicated expressly by the Company to be proprietary, any information that is in fact treated as proprietary by the Company insofar as it is kept secret, stamped with a restrictive legend, and/or access to the information is restricted.

b) The Employee hereby agrees to unconditionally, irrevocably and as soon as is practicably possible assign, grant and transfer to the Company all his/her ownership rights and beneficial interests, including all intellectual property rights, in every work product which is used or created in the course of his/her employment with the Company. The Employee shall fully cooperate with the Company in this regard and shall immediately sign and execute any document, provided by the Company to the Employee, as is required by the Company to seek any protection under Section 11(b) of this Employment Agreement.

c) In the event of a breach or a threatened breach by the Employee of the provisions of this Section 11, the Company shall be entitled to an injunction restraining the Employee from disclosing, in whole or in part, the aforementioned proprietary or confidential information of the Company, or from rendering any services to any person, firm, corporation, association or other entity to whom such proprietary or confidential information, in whole or in part has been disclosed or is threatened to be disclosed. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach including the recovery of damages from the Employee.

d) The Employee hereby warrants and represents that he is not prohibited by any agreement or the order of any court from entering into and carrying out the terms of this Employment Agreement.

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12 Non Competition and Non-Solicitation

a) Expressly in consideration for the Company's agreement to employ the Employee under the terms and conditions of this Agreement and the promises made by the Company in this Employment Agreement, the Employee agrees that:

During the Employment Term, the Employee shall not (without the express written approval of the Company's Board of Directors) directly or indirectly own (partially or completely) or control, whether through ownership of shares, contract or otherwise, or work or render services for, be employed or engaged by, represent in any capacity, or advise or consult (whether or not for compensation), any person, sole proprietorship, partnership, body corporate or other entity (governmental or otherwise) who or which conducts or is involved with any business activity that competes with any service provided by the Company (the services provided by the Company, the "Services"); and

b) For a period of one (1) year following the Employment Term, the Employee shall not directly or indirectly solicit or accept from any person, sole proprietorship, partnership, body corporate or other entity (governmental or otherwise) who or which, during said one (1) year period is a Services customer of the Company, any of such customer's business which involves any services that directly or indirectly competes with any Services; and

c) For a period of one (1) year following the Employment Term, the Employee shall not directly or indirectly employ, engage, contract in any manner for the services of, or solicit the services of any person who is or, at any time during the Employment Term, was an employee of the Company; and

d) Each time period specified in paragraphs (ii) and (iii) above in this Section 12(a), shall be extended to include: (A) any period of time during which the Employee was engaged in activities constituting a breach of this Employment Agreement; (B) any period of time during which litigation or arbitration transpires regarding any Employee's activities constituting a breach or alleged breach of the Employment Agreement; and (C) any period of time during which Employee provides services to or through the Company as a consultant or other independent contractor after termination of this Agreement.

The Employee's promise, duties and obligations made in this Section 12 shall survive the termination of this Employment Agreement, for any reason whatsoever, by either party to the Employment Agreement (for any reason whatsoever). If any of the restrictions contained in this Section 12 are ever judicially held to exceed the time limitations permitted by applicable law, then such restrictions shall be deemed to be automatically amended and revised to comply with the maximum time limitations permitted by applicable law. If the Employee breaches any or all of the promises in this Section 12, the parties to this Employment Agreement acknowledge and agree that the Company will suffer immediate, material, immeasurable, continuing and irreparable damage and harm and the remedies at law for the Employee's breach will be inadequate (and the Employee hereby waives the claim or defense that an adequate remedy at law is available). The Company therefore shall be entitled to injunctive relief against the Employee in addition to any and all other legal or equitable remedies (including, but not limited to, an action and judgment for damages), and the Employee hereby waives and relinquishes any requirement that the Company post a bond or other security for such injunctive relief.

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13 Conditions of Employment.

Notwithstanding anything to the contrary, the Employee's employment with the Company pursuant to this Employment Agreement is subject to the Employee's (1) completing, to the Company's satisfaction, background screening procedures, including without limitation fingerprinting and credit check, (2) execution of the State Street Corporation Confidentiality Agreement, (3) verification of the Employee's right to work, and (4) certification of the Employee's compliance with the State Street Corporation Standard of Conduct.

14 Dispute Resolution

Any dispute or controversy arising out of or relating to this Employment Agreement shall be settled by arbitration to be held in Mumbai, Maharashtra, India in accordance with the Arbitration and Conciliation Act, 1996 (the 'Arbitration Act'), as then existing, in the English language, and shall be heard and determined by an arbitral tribunal composed of a sole arbitrator appointed by agreement between the parties hereto. If the Parties fail to reach an agreement with respect to the appointment of an arbitrator within 30 (thirty) calendar days of any Party's notice to the other Party of the existence of a dispute, the arbitrator shall be selected according to the Arbitration Act. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and equitable relief from any court of competent jurisdiction without the posting of any bond or other security.

15 Specific Performance

The Employee acknowledges and confirms that this Employment Agreement, and specifically restraints imposed upon him/her pursuant to Sections 11 and 12, do not constitute an agreement by which the Employee is restrained from exercising a lawful profession, trade or business of any kind. The Employee also acknowledges and confirms that the requirements and restraints imposed upon him/her pursuant to Sections 11 and 12 hereof are no greater than are reasonably necessary to preserve and protect the assets and legitimate business interests of the Company and to provide the benefits to which the Company is entitled hereunder, and that said restraints will not impose undue hardship upon the Employee and that any violation of any of the provisions of such Sections would irreparably injure the Company. Accordingly, the Company may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction over the matter against the Employee for any such violation. No bond or other security shall be required from the Company in connection with such injunction and the Employee hereby waives and agrees not to assert before any such court any claim or defense as to the availability to the Company of other remedies at law or in equity. The Employee understands that nothing in this Agreement restrains the Employee from engaging, after his/her employment by the Company ceases, in any lawful profession, trade or business or employment with any other firm or body corporate which does not involve activities in violation of any of the terms of Section 12.

16 Representations.

The Employee hereby represents, acknowledges and confirms that:

a) the Employee has executed and delivered this Employment Agreement as his/her free and voluntary act, after having determined that the provisions contained herein are of a material benefit to him/her, and that the duties and obligations imposed on him hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his/her employment with the Company;

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b) the Employee has read and fully understands the terms and conditions set forth herein, has had time to reflect on and consider the benefits and consequences of entering into this Employment Agreement, and has had the opportunity to review the terms hereof with an attorney or other representative if he so chooses; and

c) the execution and delivery of this Employment Agreement by the Employee does not conflict with, or result in a breach of or constitute a default under, any agreement or contract, whether oral or written, to which the Employee is a party or by which the Employee may be bound.

17 Waiver of Breach

A waiver by the Company of a breach of any provision of this Employment Agreement by the Employee shall not operate or be construed as a waiver or estoppels of any subsequent breach by the Employee. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

18 Assignment

This Employment Agreement is personal in nature and may not be assigned or transferred by the Employee without the prior written consent of the Company.

19 Miscellaneous

a) Notices. All notices required or permitted to be given under the provisions of this Employment Agreement shall be in writing and delivered personally or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement:

If to the Employee:

H.no. 336, Kanhai Sec-45
Near Yadav cabel office
Gurugram, Haryana
PIN : 122003

If to the Company:

12th Floor, One BKC Building
Bandra Kurla Complex, Bandra (East)
Bandra (East)
Mumbai, Maharashtra

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b) Construction. This Employment Agreement shall be construed with, and be governed by, the laws of India without giving effect to the principles of conflicts of laws thereof.

c) Entire Agreement. This instrument contains the entire understanding and agreement between the parties relating to the subject matter hereof and all prior oral and written agreements are extinguished, and neither this Employment Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

d) Binding Effect. This Employment Agreement shall inure to the benefit of, and may be enforced by, the Company, its successors and assigns and shall be binding upon the Employee.

e) Illegality. If any one or more of the provisions of this Employment Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

f) Captions. The captions of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Employment Agreement.

g) Collective Bargaining Agreement. This Employment Agreement and the terms and conditions of employment of the Employee shall not be governed by or subject to any existing or hereafter executed collective bargaining agreement including any applicable collective bargaining laws.

h) Counterparts. This Employment Agreement may be executed in several counterparts, each of which shall be considered on original, but which when taken together, shall constitute one agreement.

You are required to sign and return this contract to indicate that you have read and understood the above terms and conditions.

I shall look forward to receiving from you the signed duplicate of this letter as soon as possible

For StateStreet Corporate Services Mumbai Private Limited

Merlyn Fernandes
Vice President - Talent Acquisition

This is an electronically signed letter and hence does not require a wet ink signature

---

I hereby confirm my agreement with the terms and conditions of employment set out in this letter.

Sign

:

Name : Shweta Yadav
Date :17/04/2019

CIN:U74130KA2007PTC043738

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Highly Confidential

Exhibit "A"

Name	**Shweta Yadav**
Designation	**Senior Associate**

SALARY COMPONENTS	MONTHLY	ANNUAL
Basic	18,958	227,500
Home Rental Allowance	9,479	113,750
Leave Travel Allowance	3,160	37,917
Statutory Bonus	3,792	45,500
Special Allowance	15,593	187,113
Employee State Insurance- Company Contribution	-	-
Provident Fund - Company Contribution	2,275	27,300
Gratuity - Company Contribution	910	10,920
GUARANTEED CASH (TOTAL COMPENSATION)	**54,167**	**650,000**

* Allowances are subject to all applicable taxes. LTA is non-taxable only if proof of actual expenditure is provided.

Variable Bonus:

* Incentive Compensation (IC): Based on your performance and other business metrics, you may be entitled to an IC. IC is payable only upon achievement of certain objectives and goals and therefore the management enjoys an absolute right in the matters of awarding the IC. This IC is subject to taxation.

Benefits:

* As a part of the benefits scheme, you will be eligible for Sodexo card with a Monthly credit of Rs. 1,500
* Coverage under Group Personal Accident policy of upto 3 times of annual Gross salary
* Coverage under Group Term Life Policy of upto 5 times of annual Gross salary
* Hospital Insurance coverage of INR 500,000 per annum which includes Family. Family consists of Self, Spouse, two Children and Parents (sub limits for parents).
* A Sign on Bonus of INR 150,000 will be credited to your salary along with your salary on successful completion of six(6) months of date of joining. However if you voluntarily terminate your employment with the company within 18 months of your employment, you will be required to refund the company an amount pro-rated to the 18 months service balance.
* A one-time Relocation Aid of INR 90,000 will be credited along with your first months' salary and will be subject to appropriate deductions as per income tax laws. In case you terminate the contract with State Street or State Street terminates the contract due to gross misconduct, within 12 months from your date of joining, then the aforementioned payout will be recovered by the company in full.

I hereby confirm my agreement with the terms and conditions of employment set out in this letter.

Sign : Shweta

CIN:U74130KA2007

Name : Shweta Yadav

Date : 17/04/2018

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Tushar Aggarwal,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**Tushar Aggarwal**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

SysArc Infomatix Private Limited

Redefining Technology

Date: November 20, 2018

Dear Ms Venkata Sri Pujitha

RE: Your Employment with Us

Congratulations! You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position In the Service Delivery in our organization.

2. Your gross monthly salary will be Rs. 55,000 (Rupees Fifty Five thousand only)

3. You will be on probation for 6 months from the date of your Joining.

4. You are required to submit copies of the following to complete your Onboarding

   - Three photographs - Two passport size and one stamp size
   - Copies of certificates supporting your educational qualification
   - Copies of previous experience certificates
   - Copies of relieving letter from your previous employer
   - Copies of last drawn pay slip or proof of self employment in lieu of pay slip

5. Periodical review will be conducted during the probation period to assess your performance and suitability. Your continued employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

6. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without citing any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

7. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

8. Your employment can be terminated at 24 hours' notice based on the following:

- Violation of a known company rule.
- Performance is not up to the expectation of your supervisor.
- Your position is considered as redundant.

9. Notice Period: After the completion of your Probation period with SysArc, either you or SysArc can terminate the appointment by giving 90 calendar day's written notice. SysArc reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

10. If you agree with the terms and conditions, please sign below confirming your acceptance of our offer.

We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Venkata Sri Pujitha

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

TalentSprint - Offer letter

Ranjith Kumar Nomula <ranjith.n@talentsprint.com> Wed, Feb 20, 2019 at 11:27 AM
To: vadyarajusamhitha@gmail.com
Cc: M S Prasad <msprasad@ibsindia.org>, Ramya Sri Vejalla <ramyasri.v@talentsprint.com>

Dear Samhitha,

Congratulations!!

We are delighted to offer you and we look forward to your joining us in TalentSprint.

Please find attached the soft copy of your Offer letter for your reference. Kindly acknowledge the same with your acceptance. You can collect the hard copy on your joining date.

Date of Joining: 25th February 2019

Reporting Time: 9:30 AM @ PSR Prime Towers.

Please submit the below mentioned documents (Xerox copies) to us to expedite the joining process.

Education Records (Up to Highest Qualification).

Identification document (Passport/ Driving License) - **2 Copies**

PAN Card - **3 Copies**

Aadhar Card **- 2 Copies**

Photographs – **4 (White background).**

Feel free to contact us for any queries / information on given number.

--
Ranjith Kumar Nomula | Manager - HR

M: +91 7093003622
www.talentsprint.com
PSR Prime Tower, Beside DLF Building,
Gachibowli, Hyderabad - 500 032
Follow us on:

talent sprint

Samhitha V.pdf
319K

19th February 2019

Samhitha V
Hyderabad

OFFER OF APPOINTMENT

Dear Samhitha,

We are delighted to offer you the position of **Management Trainee - Sales** with TalentSprint Private Limited. In this capacity, you will report to **Sridhar K.** You will be based out of **Hyderabad** or any other location in the future as may be required by the Company from time to time.

Your employment shall commence with effect from **25th February 2019.** In the event you do not join on or before **25th February 2019**, this contract shall stand terminated unless extended at the sole discretion of the Company. Please treat the details of this offer with utmost confidentiality and please do not discuss or disclose them to any third party under any condition at any time.

Your annual compensation will be **Rs. 6,00,000/-** per annum (**Rupees Six Lakh Only**). Details are mentioned in Annexure I to this letter. Compensation will be paid monthly and tax will be deducted at source, as applicable.

You will be governed by the terms and conditions in the letter of Appointment (Annexure II) as well as policies and practices adopt by the Company from time to time. You are expected to sign and abide by the Non-Disclosure Agreement ("NDA") as provided at the time of joining.

This offer is valid for a period of 2 days from the date of this offer letter. Please confirm your acceptance and date of joining by signing the duplicate in the appropriate places and returning it to us at the earliest.

We are excited and confident that you will make an outstanding contribution at TalentSprint. We also believe you will find the experience of joining us stimulating and rewarding, both professionally and personally. We look forward eagerly to welcoming you on board.

Sincerely,
For **TalentSprint Private Ltd.**

ACCEPTED

Gurpreet Bhatia
Sr. Vice President - Human Resources

Samhitha V **Date**

Annexure I

Name	**Samhitha V**	
Date of Joining:	**25-Feb-19**	
Location	**Hyderabad**	
	Per Month	**Per Annum**
Basic	13333	160000
HRA	5333	64000
LTA	3333	40000
Medical Reimbursement	1250	15000
Conveyance	1600	19200
Bonus	900	10800
Books & Periodicals	500	6000
Spl Allowance	4642	55708
Gross	**30892**	**370708**
PF	1800	21600
Gratuity		7692
Fixed CTC		**400000**
Incentives*		200000
Cost to Company (CTC)		**600000**

***Incentives are paid as per the incentive plan document defined for the company and may change based on organization imperatives.**

Notes:

1. In addition to this, the company provides Medical Insurance for hospitalization of Rs. 2,00,000/- per annum for self, spouse and 2 children as per the policy. Please share the relevant details of your family members with your HR Business Partner to ensure their coverage.
2. You are eligible to opt for the Meal Card to avail tax exemption. Based on your confirmation, the same will be adjusted in your CTC.
3. Other benefits/reimbursements would be provided as applicable as per the policies of the Company.
4. Please note that appropriate tax would be deducted at the applicable tax rates, as amended from time to time.
5. The company may change the compensation components mentioned above based on Income Tax guidelines and company policies at any time.

Privileged & Confidential

Gurpreet Bhatia
Sr. Vice President-Human Resources **Signature of the Candidate**

Annexure II

Employment Agreement

This employment agreement ("the Agreement") is by and between **TalentSprint Private Ltd.** (the Company) and **Samhitha V** ("you/Employee"), and is effective from the Employee's date of joining to the Company.

The terms and conditions of this employment agreement are mentioned below.

1. **Duties and Services:**
   During your employment with Company, you are expected at all times faithfully and to the best of your ability, experience and talent, perform to the Company's satisfaction, all of the duties that may be assigned to you, from time to time. While you are in employment with the Company, you will not engage in any other gainful employment, business or activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or organization in competing with the Company or in hiring any employees of the Company.

2. **Probation**
   You will be on probation for a minimum period of six months commencing from your date of joining the Company. If your performance is found satisfactory, at the end of your probation period, you will be confirmed in the services of the Company as per applicable terms and conditions. The probation period may be extended by a further period of up to three months at the discretion of the management of the Company. During the probation period, either party may terminate this employment agreement by giving the other party one months' notice and without assigning any reason. You will not be entitled to severance pay as a consequence of termination of employment during the probation period.

3. **Termination**

a) At will
   Either party shall be free to terminate this employment agreement at will and, at any time, with or without cause, upon two months' prior written notice by the party desirous of terminating this employment agreement or payment of equivalent salary in lieu thereof. However, in case of resignation, the company reserves the right to accept the same from any date during the notice period and no salary in lieu of the un-expired notice period would be payable. You will not be eligible to avail leave during the notice period.

b) Breach or Misconduct

Notwithstanding anything herein, the Company shall be entitled to terminate this employment agreement, without notice, in the event you are found to have engaged in: (i) any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business. Misconduct includes, but is not limited to, dishonesty, theft, misrepresentation, breach of the Substance Abuse Policy; refusal to obey a reasonable command of Company or breach of the Code or Code and applicable laws; (ii) any other act or omission, inconsistent with your duties; (iii) any breach of this employment agreement, the NDA or the Company policy; and, or, (iv) unauthorized absence beyond a period of three (3) days.

4. Working Hours

The normal working hours are from 9.30 a.m. to 6.00 p.m. each day Monday to Friday and on 1st, 3rd& 5th Saturday, including one (1) hour lunch break. The Company shall be free to amend and stagger the working hours in accordance with business requirements. You will be required to work additional hours as appropriate to fulfil the responsibilities of your role.

5. Salary Review

Your future salary reviews or role change shall be based on merit considering your periodic and consistent overall performance; business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right.

6. Non Violation

You represent that by accepting the terms of this Agreement, you will not be in violation of the terms of any agreement with your previous employers or third parties.

7. Employee Non-Disclosure Agreement

You shall enter into an employee Non-Disclosure Agreement (NDA) as enclosed and shall be bound by all the terms and conditions contained therein.

8. Governing Laws

This contract shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this contract shall not affect the binding effect of the rest of the contract.

9. Access to Communication System

You shall use internal e-mail, voice mail, computer systems, etc. for work purposes and refrain from using them for personal purposes. Further, you agree that the Company may access or examine these systems, from time to time, pursuant to the Company's business requirements and in order to check if you have observed the Company regulations or if there have been any illegal or improper affairs.

Signature of the Candidate

10. Others

a) You will keep the Company informed of any change in your residential address that may happen during the course of employment of your service with the company.

b) The company is obliged to deduct Income Tax at source as per provision of Income Tax Act / Rules. Accordingly, you are required to submit all required proof of permitted savings / investments and other details from time to time to enable the company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the company is required to pay any interest or payment under Income Tax Act , it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection

c) All disputes arising out of this letter will be subject to the jurisdiction of the Hyderabad Court. And that the courts, tribunals and/or authorities at Hyderabad only shall have jurisdiction to entertain, try and decide such disputes or differences arising out of or pertaining to this contract of employment, irrespective of your working HQ being elsewhere at that times

11. Amendments

The Company reserves the rights, subject to applicable law, to amend the terms of these Agreement from time to time as legal requirements may dictate/ new guidelines may require.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing on each page of the offer letter and NDA and returning a copy of both the documents to the Company on or before your date of joining. This contract shall be concluded and effective only on you're delivering a signed copy of this letter and the accompanying NDA to us, provided that your compensation and benefits shall not begin to accrue until you commence working for the Company.

Declaration:

I have carefully read and understood the above offer including the attached terms and conditions and accept the same. I agree to be bound by rules and regulations of the Company as amended from time to time.

Name: **Signature:**

Place: **Date:**

Witness Name: **Witness Signature:**

Place: **Date:**

SysArc Infomatix Private Limited

Redefining Technology

Date: November 20, 2018

Dear Mr Prashanth Kumar Anand

RE: Your Employment with Us

Congratulations! You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position In the Sales - Department in our organization.

2. Your gross monthly salary will be Rs. 55,000 (Rupees Fifty Five thousand only)

3. You will be on probation for 6 months from the date of your Joining.

4. You are required to submit copies of the following to complete your Onboarding

   - Three photographs - Two passport size and one stamp size
   - Copies of certificates supporting your educational qualification
   - Copies of previous experience certificates
   - Copies of relieving letter from your previous employer
   - Copies of last drawn pay slip or proof of self employment in lieu of pay slip

5. Periodical review will be conducted during the probation period to assess your performance and suitability. Your continued employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

6. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without citing any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

7. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

8. Your employment can be terminated at 24 hours' notice based on the following:

- Violation of a known company rule.
- Performance is not up to the expectation of your supervisor.
- Your position is considered as redundant.

9. Notice Period: After the completion of your Probation period with SysArc, either you or SysArc can terminate the appointment by giving 90 calendar day's written notice. SysArc reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

10. If you agree with the terms and conditions, please sign below confirming your acceptance of our offer.

We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Prashanth Kumar Anand.

SysArc Infomatix Private Limited

Redefining Technology

Date: November 20, 2018

Dear Ms Swetha Mainale

RE: Your Employment with Us

Congratulations! You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position In the Service Delivery in our organization.

2. Your gross monthly salary will be Rs. 80,000 (Rupees Eighty thousand only)

3. You will be on probation for 6 months from the date of your Joining.

4. You are required to submit copies of the following to complete your Onboarding

   - Three photographs - Two passport size and one stamp size
   - Copies of certificates supporting your educational qualification
   - Copies of previous experience certificates
   - Copies of relieving letter from your previous employer
   - Copies of last drawn pay slip or proof of self employment in lieu of pay slip

5. Periodical review will be conducted during the probation period to assess your performance and suitability. Your continued employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

6. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without citing any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

7. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

8. Your employment can be terminated at 24 hours' notice based on the following:

- Violation of a known company rule.
- Performance is not up to the expectation of your supervisor.
- Your position is considered as redundant.

9. Notice Period: After the completion of your Probation period with SysArc, either you or SysArc can terminate the appointment by giving 90 calendar day's written notice. SysArc reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

10. If you agree with the terms and conditions, please sign below confirming your acceptance of our offer.

We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Shwetha Mainale

March 11, 2019

Ms. Tanya Gupta
ICFAI Business School,
Hyderabad.

Dear Tanya,

Sub: Offer Letter for appointment as Management Trainee - Banking Sales

This has reference to your application and the subsequent interviews we had, we are pleased to offer you a position of '**Management Trainee - Banking Sales'** based in **Bangalore.** During the training period, you will be paid a Cost to Company compensation of **Rs.7,00,000/-** pa (**Rupees Seven Lakhs Only).** This remuneration will be subject to prevalent Income Tax Laws.

A detailed appointment letter will be issued to you on the day you join the organisation.

1. Your appointment would be effective from the date you join, which should not be later than **April 08, 2019.**

2. This appointment is subject to you being **NISM Series – V-A: Mutual Fund Distributors** module certified, at the time of your joining.

3. This appointment is subject to you being certified as **"fit for employment"** in the pre-employment health check conducted prior to your joining.

TATA ASSET MANAGEMENT LIMITED
1903 B Wing Parinee Crescenzo G Block BKC Bandra East Mumbai 400 051
Tel 91 22 6657 8282 e-mail service@tataamc.com
website www.tatamutualfund.com
CIN U65990MH1994PLC077090

4. As a part of the joining formalities, the Company will conduct background checks to validate the details of education as well as previous employment details furnished by you. In addition, the company will, at its discretion conduct background checks on your identity, address provided & criminal records. In the event that the background check raises any concerns regarding your details, the Company reserves the right to ask you for further evidence, to substantiate the details that you have provided to the company. If you are not able to substantiate these details to the satisfaction of the Company, the Company reserves the right to take appropriate action, including, but not limited to, termination of your employment.

5. You will be required to submit the documents mentioned in Annexure 1 to the HR department, before your date of joining.

Kindly confirm your acceptance of the offer by returning a copy of this letter duly acknowledged as accepted.

We look forward to your having a long and happy career with us.

Yours truly,

For **Tata Asset Management Ltd.**

Govindprasad Gaonkar

Head – Human Resources

I have read and understood the terms and conditions of my offer letter dated **March 11, 2019,** and hereby confirm acceptance of the same.

I hereby confirm that I am not related to any of the Directors and/ or employees of the company in any manner as provided under Section 2(41), Section 6 and Schedule 1A of the Companies Act, 1956, as amended from time to time.

_____ **Date: _____**

Tanya Gupta

Annexure 1

You will be required to submit the following documents before joining:

1. 2-passport size photographs
2. Address Proof - Telephone bill/ Electricity bill/ Passport copy.
2. Identity Proof – Aadhar Card/ Election Card
3. Copy of Aadhaar Card
4. Copy of PAN card (If you do not have a PAN card, please apply for the same and submit the acknowledgement)
5. Copy of SSC Mark sheet and Passing Certificate
6. Copy of HSC Mark sheet and Passing Certificate
7. Graduation (All years mark sheets, Passing certificate, Provisional Certificate/ degree)
8. Additional Qualifications (if Any) (Mark sheet and Provisional Certificate)
9. Reference letters (from the Management Institute)

SysArc Infomatix Private Limited

Redefining Technology

Date: November 20, 2018

Dear Mr Mohith Surana

RE: Your Employment with Us

Congratulations! You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position In the Service Delivery Department in our organization.

2. Your gross monthly salary will be Rs. 55,000 (Rupees Fifty Five thousand only)

3. You will be on probation for 6 months from the date of your Joining.

4. You are required to submit copies of the following to complete your Onboarding

   - Three photographs - Two passport size and one stamp size
   - Copies of certificates supporting your educational qualification
   - Copies of previous experience certificates
   - Copies of relieving letter from your previous employer
   - Copies of last drawn pay slip or proof of self employment in lieu of pay slip

5. Periodical review will be conducted during the probation period to assess your performance and suitability. Your continued employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

6. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without citing any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

7. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

8. Your employment can be terminated at 24 hours' notice based on the following:

- Violation of a known company rule.
- Performance is not up to the expectation of your supervisor.
- Your position is considered as redundant.

9. Notice Period: After the completion of your Probation period with SysArc, either you or SysArc can terminate the appointment by giving 90 calendar day's written notice. SysArc reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

10. If you agree with the terms and conditions, please sign below confirming your acceptance of our offer.

We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Mohith Surana

March 11, 2019

Ms. Sanjana Srivastava
ICFAI Business School,
Hyderabad.

Dear Sanjana,

Sub: Offer Letter for appointment as Management Trainee - Retail Sales

This has reference to your application and the subsequent interviews we had, we are pleased to offer you a position of '**Management Trainee - Retail Sales'** based in **Hyderabad.** During the training period, you will be paid a Cost to Company compensation of **Rs.7,00,000/-** pa (**Rupees Seven Lakhs Only).** This remuneration will be subject to prevalent Income Tax Laws.

A detailed appointment letter will be issued to you on the day you join the organisation.

1. Your appointment would be effective from the date you join, which should not be later than **April 08, 2019.**

2. This appointment is subject to you being **NISM Series – V-A: Mutual Fund Distributors** module certified, at the time of your joining.

3. This appointment is subject to you being certified as **"fit for employment"** in the pre-employment health check conducted prior to your joining.

TATA ASSET MANAGEMENT LIMITED
1903 B Wing Parinee Crescenzo G Block BKC Bandra East Mumbai 400 051
Tel 91 22 6657 8282 e-mail service@tataamc.com
website www.tatamutualfund.com
CIN U65990MH1994PLC077090

4. As a part of the joining formalities, the Company will conduct background checks to validate the details of education as well as previous employment details furnished by you. In addition, the company will, at its discretion conduct background checks on your identity, address provided & criminal records. In the event that the background check raises any concerns regarding your details, the Company reserves the right to ask you for further evidence, to substantiate the details that you have provided to the company. If you are not able to substantiate these details to the satisfaction of the Company, the Company reserves the right to take appropriate action, including, but not limited to, termination of your employment.

5. You will be required to submit the documents mentioned in Annexure 1 to the HR department, before your date of joining.

Kindly confirm your acceptance of the offer by returning a copy of this letter duly acknowledged as accepted.

We look forward to your having a long and happy career with us.

Yours truly,

For **Tata Asset Management Ltd.**

Govindprasad Gaonkar

Head – Human Resources

I have read and understood the terms and conditions of my offer letter dated **March 11, 2019,** and hereby confirm acceptance of the same.

I hereby confirm that I am not related to any of the Directors and/ or employees of the company in any manner as provided under Section 2(41), Section 6 and Schedule 1A of the Companies Act, 1956, as amended from time to time.

_____ **Date: _____**

Sanjana Srivastava

Annexure 1

You will be required to submit the following documents before joining:

1. 2-passport size photographs
2. Address Proof - Telephone bill/ Electricity bill/ Passport copy.
2. Identity Proof – Aadhar Card/ Election Card
3. Copy of Aadhaar Card
4. Copy of PAN card (If you do not have a PAN card, please apply for the same and submit the acknowledgement)
5. Copy of SSC Mark sheet and Passing Certificate
6. Copy of HSC Mark sheet and Passing Certificate
7. Graduation (All years mark sheets, Passing certificate, Provisional Certificate/ degree)
8. Additional Qualifications (if Any) (Mark sheet and Provisional Certificate)
9. Reference letters (from the Management Institute)

.msg global

31-Oct-18

Vishad Shukla
Bangalore, India

Dear Vishad,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore. Your role will be **'Business Consultant'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2018.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required.

2. Your role will include but not limited to, soliciting defining and managing requirements for software development, documenting and developing solutions to business problems.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	65,380	784,560
Variable Pay		65,380
Retirals		40,916
Cost to Company		890,856

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India Private Limited

2nd Floor, Wing B, Block 11,
Pritech Park SEZ,
Outer Ring Road, Bellandur Village,
Varthur Hobli, Bangalore – 560103

Phone : 91-80-4921 5400
Telefax: 91-80-4921 5500

CIN:U72200KA2009PTC049367

info@msg-global.com
www.msg-global.com

Brazil | Bulgaria | Canada | Germany
India | Italy | Korea | Netherlands
Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
   You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

msg global Solutions India Pvt. Ltd. SEZ UNIT

12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Vishad Shukla,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature:

Name:

Date:

ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Vishad Shukla	
Designation	Associate Consultant	
Relevant Experience	1.7 years	
Compensation Details		
Compensation Category	**Monthly**	**Annual**
1) Fixed Compensation		
Basic Salary	26,152	313,824
HRA	10,461	125,530
Special Allowance / FBP *	28,767	345,206
Total Fixed Compesation / Total Gross - A	**65,380**	**784,560**
2) Variable Compensation		
Variable Bonus - B		65,380
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	1,090	13,076
Total Retirals - C		**40,916**
Total Cost to Company (A+B+C)		**890,856**
***Note on FBP**		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	**Maximum Limit per month**	**Maximum Limit per annum**
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	**10,333**	**123,996**
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

Msg Global Solutions India Pvt. Ltd. SEZ UNIT

ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**

msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

msg global Solutions India Pvt. Ltd. SEZ UNIT

5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd.
SEZ UNIT

SysArc Infomatix Private Limited

Redefining Technology

Date: November 20, 2018

Dear Ms Aliza Ali

RE: Your Employment with Us

Congratulations! You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position In the Sales Department in our organization.

2. Your gross monthly salary will be Rs. 55,000 (Rupees Fifty Five thousand only)

3. You will be on probation for 6 months from the date of your Joining.

4. You are required to submit copies of the following to complete your Onboarding

   - Three photographs - Two passport size and one stamp size
   - Copies of certificates supporting your educational qualification
   - Copies of previous experience certificates
   - Copies of relieving letter from your previous employer
   - Copies of last drawn pay slip or proof of self employment in lieu of pay slip

5. Periodical review will be conducted during the probation period to assess your performance and suitability. Your continued employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

6. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without citing any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

7. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

8. Your employment can be terminated at 24 hours' notice based on the following:

- Violation of a known company rule.
- Performance is not up to the expectation of your supervisor.
- Your position is considered as redundant.

9. Notice Period: After the completion of your Probation period with SysArc, either you or SysArc can terminate the appointment by giving 90 calendar day's written notice. SysArc reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

10. If you agree with the terms and conditions, please sign below confirming your acceptance of our offer.

We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Aliza Ali

SysArc Infomatix Private Limited

Redefining Technology

Date: November 20, 2018

Dear Ms Gita Sai Guna

RE: Your Employment with Us

Congratulations! You have been offered an employment with our company.

1. Based on the discussions we had with you, we are pleased to offer you a position In the Sales department in our organization.

2. Your gross monthly salary will be Rs. 55,500 (Rupees Fifty Five thousand only)

3. You will be on probation for 6 months from the date of your Joining.

4. You are required to submit copies of the following to complete your Onboarding

   - Three photographs - Two passport size and one stamp size
   - Copies of certificates supporting your educational qualification
   - Copies of previous experience certificates
   - Copies of relieving letter from your previous employer
   - Copies of last drawn pay slip or proof of self employment in lieu of pay slip

5. Periodical review will be conducted during the probation period to assess your performance and suitability. Your continued employment at SysArc Infomatix is dependent on your successful completion of the probationary period. Subject to your performance, company management may extend the probationary period or terminate the employment, as it deems fit.

6. During Probation, if your performance or conduct is not found satisfactory, your services will be terminated at 24 hours' notice without citing any reason whatsoever. You will also be governed by the rules and regulations of the company prevailing at various times of your employment with us.

7. You will be required to work at the client's office / premises or any of their locations either within the country or abroad, if deputed by the company. Your refusal to relocate on such an event will be construed as insubordination and your services are liable to be terminated with resultant compensation as outlined in the contract.

8. Your employment can be terminated at 24 hours' notice based on the following:

- Violation of a known company rule.
- Performance is not up to the expectation of your supervisor.
- Your position is considered as redundant.

9. Notice Period: After the completion of your Probation period with SysArc, either you or SysArc can terminate the appointment by giving 90 calendar day's written notice. SysArc reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period.

10. If you agree with the terms and conditions, please sign below confirming your acceptance of our offer.

We are an organization that values its people. We strive for excellence in what we do through a professional style of functioning. As a new member of SysArc Infomatix Private Limited, we look forward to a long fruitful association with you.

Sincerely

K. Parthasarathy
General Manager
SysArc Infomatix Private Limited

I agree with the above terms and conditions and hereby confirm my acceptance of the offer.

Gita Sai Guna

March 11, 2019

Ms. Meghana Mimansak
ICFAI Business School,
Hyderabad.

Dear Meghana,

Sub: Offer Letter for appointment as Management Trainee - Retail Sales

This has reference to your application and the subsequent interviews we had, we are pleased to offer you a position of '**Management Trainee - Retail Sales'** based in **Gurugram.** During the training period, you will be paid a Cost to Company compensation of **Rs.7,00,000/-** pa (**Rupees Seven Lakhs Only).** This remuneration will be subject to prevalent Income Tax Laws.

A detailed appointment letter will be issued to you on the day you join the organisation.

1. Your appointment would be effective from the date you join, which should not be later than **April 08, 2019.**

2. This appointment is subject to you being **NISM Series – V-A: Mutual Fund Distributors** module certified, at the time of your joining.

3. This appointment is subject to you being certified as **"fit for employment"** in the pre-employment health check conducted prior to your joining.

TATA ASSET MANAGEMENT LIMITED
1903 B Wing Parinee Crescenzo G Block BKC Bandra East Mumbai 400 051
Tel 91 22 6657 8282 e-mail service@tataamc.com
website www.tatamutualfund.com
CIN U65990MH1994PLC077090

4. As a part of the joining formalities, the Company will conduct background checks to validate the details of education as well as previous employment details furnished by you. In addition, the company will, at its discretion conduct background checks on your identity, address provided & criminal records. In the event that the background check raises any concerns regarding your details, the Company reserves the right to ask you for further evidence, to substantiate the details that you have provided to the company. If you are not able to substantiate these details to the satisfaction of the Company, the Company reserves the right to take appropriate action, including, but not limited to, termination of your employment.

5. You will be required to submit the documents mentioned in Annexure 1 to the HR department, before your date of joining.

Kindly confirm your acceptance of the offer by returning a copy of this letter duly acknowledged as accepted.

We look forward to your having a long and happy career with us.

Yours truly,

For **Tata Asset Management Ltd.**

Govindprasad Gaonkar

Head – Human Resources

I have read and understood the terms and conditions of my offer letter dated **March 11, 2019,** and hereby confirm acceptance of the same.

I hereby confirm that I am not related to any of the Directors and/ or employees of the company in any manner as provided under Section 2(41), Section 6 and Schedule 1A of the Companies Act, 1956, as amended from time to time.

_____ **Date:** _____

Meghana Mimansak

Annexure 1

You will be required to submit the following documents before joining:

1. 2-passport size photographs
2. Address Proof - Telephone bill/ Electricity bill/ Passport copy.
2. Identity Proof – Aadhar Card/ Election Card
3. Copy of Aadhaar Card
4. Copy of PAN card (If you do not have a PAN card, please apply for the same and submit the acknowledgement)
5. Copy of SSC Mark sheet and Passing Certificate
6. Copy of HSC Mark sheet and Passing Certificate
7. Graduation (All years mark sheets, Passing certificate, Provisional Certificate/ degree)
8. Additional Qualifications (if Any) (Mark sheet and Provisional Certificate)
9. Reference letters (from the Management Institute)

March 11, 2019

Mr. Ankush Kohli
ICFAI Business School,
Hyderabad.

Dear Ankush,

Sub: Offer Letter for appointment as Management Trainee - Retail Sales

This has reference to your application and the subsequent interviews we had, we are pleased to offer you a position of '**Management Trainee - Retail Sales'** based in **Ludhiana.** During the training period, you will be paid a Cost to Company compensation of **Rs.7,00,000/-** pa (**Rupees Seven Lakhs Only).** This remuneration will be subject to prevalent Income Tax Laws.

A detailed appointment letter will be issued to you on the day you join the organisation.

1. Your appointment would be effective from the date you join, which should not be later than **April 08, 2019.**

2. This appointment is subject to you being **NISM Series – V-A: Mutual Fund Distributors** module certified, at the time of your joining.

3. This appointment is subject to you being certified as **"fit for employment"** in the pre-employment health check conducted prior to your joining.

TATA ASSET MANAGEMENT LIMITED
1903 B Wing Parinee Crescenzo G Block BKC Bandra East Mumbai 400 051
Tel 91 22 6657 8282 e-mail service@tataamc.com
website www.tatamutualfund.com
CIN U65990MH1994PLC077090

4. As a part of the joining formalities, the Company will conduct background checks to validate the details of education as well as previous employment details furnished by you. In addition, the company will, at its discretion conduct background checks on your identity, address provided & criminal records. In the event that the background check raises any concerns regarding your details, the Company reserves the right to ask you for further evidence, to substantiate the details that you have provided to the company. If you are not able to substantiate these details to the satisfaction of the Company, the Company reserves the right to take appropriate action, including, but not limited to, termination of your employment.

5. You will be required to submit the documents mentioned in Annexure 1 to the HR department, before your date of joining.

Kindly confirm your acceptance of the offer by returning a copy of this letter duly acknowledged as accepted.

We look forward to your having a long and happy career with us.

Yours truly,

For **Tata Asset Management Ltd.**

Govindprasad Gaonkar

Head – Human Resources

I have read and understood the terms and conditions of my offer letter dated **March 11, 2019,** and hereby confirm acceptance of the same.

I hereby confirm that I am not related to any of the Directors and/ or employees of the company in any manner as provided under Section 2(41), Section 6 and Schedule 1A of the Companies Act, 1956, as amended from time to time.

_____ **Date:** _____

Ankush Kohli

Annexure 1

You will be required to submit the following documents before joining:

1. 2-passport size photographs
2. Address Proof - Telephone bill/ Electricity bill/ Passport copy.
2. Identity Proof – Aadhar Card/ Election Card
3. Copy of Aadhaar Card
4. Copy of PAN card (If you do not have a PAN card, please apply for the same and submit the acknowledgement)
5. Copy of SSC Mark sheet and Passing Certificate
6. Copy of HSC Mark sheet and Passing Certificate
7. Graduation (All years mark sheets, Passing certificate, Provisional Certificate/ degree)
8. Additional Qualifications (if Any) (Mark sheet and Provisional Certificate)
9. Reference letters (from the Management Institute)

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Sourav Biswas,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**Sourav Biswas**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Samridhi Arora,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**Samridhi Arora**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Anannya Verma,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**ANANNYA VERMA**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Devanshi Parikh,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**Devanshi Parikh**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Kritika Gupta,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**Kritika Gupta**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear Lalit Raj,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**Lalit Raj**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total .....(A)	**500,000.00**
Additional Benefits .....(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii) Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited** Name of Authorized Signatory – **Harshvendra Soin** Title **Chief People Officer**	**Accepted** **Signature:** **Name:** **Date:**

4th February 2019

Mr. Bollineni Satya Vigneshwar Chowdary,
LIG-122, TSIIC Colony, IDA Jeedimetla,
Hyderabad-500055

Dear Vigneshwar,

Sub: Letter of Offer

Congratulations!! We are happy to offer you the position of "**Trainee**" in Grade 14. We look forward to your arrival at our company on or before **4th March 2019**.

We wish to let you know that this Letter of offer is contingent upon you clearing assessments of your education, past employment, criminal history and (if applicable) professional qualification(s). In the event that the background assessments result in any adverse finding, the Company reserves the right to withdraw this Letter of Intent at any stage. Detailed letter of appointment will be issued on the day of joining.

Your total cost to the company will be **INR.** 6,00**,000/-** (**Rupees Six Lakh only) per annum**. The payment shall be subject to taxes as applicable. A detailed CTC break-up, mentioning your cash and other allowances/perks, is (Annexure I) for your reference.

CTC Structure (ANNEXURE-I)		
Components of Salary	**Rs. / Month**	**Rs. / Annum**
A. Monthly Salary		
Basic Salary	17,033	2,04,400
House Rent Allowance	8,517	1,02,200
FBP	7,467	89,604
Special Allowance	9,566	1,14,796
Gross Salary	**42,583**	**511000**
B. Performance Bonus*	**2,917**	**35,000**
C. Standard Benefits		
Provident Fund(employer contr)	2,044	24,528
Gratuity	819	9,826
Medical Insurance Premium	1,667	20,000
	4,529	**54,354**
Total Cost to the Company		**6,00,000**

**Performance Bonus is a variable component and will be paid as per the bonus policy of the company*

Best Regards,
For FMC Technologies India Private Limited

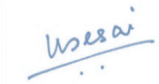

(Niranjan Desai)
Manager – Human Resources

FMC Technologies India Pvt. Ltd.
Plot No.27(Part), Survey No. 124, Road No 12,
Commerzone, Raheja IT Park,
Opp. Institute of Preventive Medicine,
Industrial Park, IDA Nacharam,
Hyderabad, Telangana, INDIA – 500 076
Phone: +91 40 66342900,
Fax: ++91 40 66342901
CIN: U29219TG2009FTC079988
Website: TechnipFMC.com

Ref. No: SCSL/IND/MT/LOI **Date:** 8th Jan, 2019

Subject: Letter of Intent

Dear D. Pranathi,

We are pleased to share the Letter of Intent from our organization.

We are pleased to confirm our intent to offer you an appointment in our organization as **Management Trainee** in **Band U (Sub-band U2)**.

Your annual gross compensation shall be **Rs. 512,452 (Rupees Five Lakhs Twelve Thousand Four Hundred and Fifty Two /-)**. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid passport, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment to you. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation pertaining to your proposed employment at the time of joining the Company.

Please sign in the space provided below indicating your acceptance of this Letter of Intent and deliver the duplicate copy of the duly signed Letter of Intent to us not later than 2 weeks, post which this Intent shall lapse.
We look forward to having you on board and wish you a rewarding career with us.

For Tech Mahindra Limited,

Harshvendra Soin
Chief People Officer

Tech Mahindra

Annexure A

NAME	**D. Pranathi**
TITLE	**Business Associate**
BAND	**U**
SUB-BAND	**U2**

Components of Total Cost to Company	**Rs. (Per Annum)**
Basic (@30% of Total Fixed Pay)	135,000.00
HRA (@50% of Basic Pay)	67,500.00
Bonus/Statutory Bonus	24,000.00
Employer's contribution to Provident Fund (@12% of Basic Pay)	16,200.00
Flexible Components of TFP ^	207,300.00
Total Fixed Pay (Per Annum)	**450,000.00**
Total Variable Pay (TVP) (Per Annum) (*)	50,000.00
Total ……..(A)	**500,000.00**
Additional Benefits ……(B)	
Gratuity	6,494.00
Insurance Premiums (towards GTLI, GMIP and GPAI)	5,958.00
Total Cost to Company (Per Annum) ------(A) + (B)	**512,452.00**

Tech Mahindra

^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Gratuity : As per Payment of Gratuity Act	
ii)Insurance **a) Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs. 20 lakhs** to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 2 lakhs.**	
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.	
With Best Wishes, **For Tech Mahindra Limited**	**Accepted** **Signature:** **Name: Donthi Pranathi** **Date : 10th January 2019**

Name of Authorized Signatory – **Harshvendra Soin**

Title **Chief People Officer**

Ref.No.TEPSIL/HR-IBS/002/2018
October 10, 2018

Ms. Prerana Dutta Chaudhuri
Flat no. E-08/204
Peerless Nagar, Sodepur, 29F B.T Road
Kolkata - 700114

Re: Offer letter to the post of Management Trainee.

Dear Ms. Prerana,

This has the reference to your application and the subsequent interview you had with us on October 5, 2018.

We are pleased to inform you that you have been selected and appointed for the post of "**MANAGEMENT TRAINEE"** in our Organization, with a package of **INR 10,00,000/- (Rupees Ten Lakhs only)** per annum on Cost to Company (CTC) basis.

The appointment letter with detailed breakup of salary and terms and conditions of employment shall be issued on your joining.

You will endeavor to join your duties on or before **April 1, 2019** at the Hyderabad Office.

Upon successful completion of six months training period your performance would be assessed and in case the same is not found satisfactory, your training can either be terminated or extended, as deemed fit by the Management.

You will be required to submit following documents at the time of your joining:

a. Certified true copy of all your education testimonials
b. Experience letter (if any)
c. PAN Number
d. Aadhar Card
e. Passport size color photographs - 3 nos.
f. Cancelled Cheque

This offer letter is issued on the understanding that all the information given by you in the application / employee data form / during the interview or data provided prior to and / or at the time of interview is true. As part of our process, an antecedent verification may be initiated for a new employee and if it is found at any time that the information given by you is not correct or true or you have knowingly suppressed any information, the company will have the right to withdraw the offer at any time without any compensation.

Please sign the duplicate of this letter as a token of your acceptance of the offer.

Thanking you,

Yours truly,

For TEPSOL Projects Pvt Ltd **Acceptance**

N.R.P. Devi

Ratna Prabha Devi
AVP – HR & Admn

Prerana Dutta Chaudhuri

4th February 2019

Ms. Samadrita Mukherjee,
83, Kalighat Road, Flat No. 4A, P.O. Kalighat, Kolkata,
West Bengal - 700026

Dear Samadrita,

Sub: Letter of Offer

Congratulations!! We are happy to offer you the position of "**Trainee**" in Grade 14. We look forward to your arrival at our company on or before **4th March 2019**.

We wish to let you know that this Letter of offer is contingent upon you clearing assessments of your education, past employment, criminal history and (if applicable) professional qualification(s). In the event that the background assessments result in any adverse finding, the Company reserves the right to withdraw this Letter of Intent at any stage. Detailed letter of appointment will be issued on the day of joining.

Your total cost to the company will be **INR.** 6,00**,000/-** (**Rupees Six Lakh only) per annum**. The payment shall be subject to taxes as applicable. A detailed CTC break-up, mentioning your cash and other allowances/perks, is (Annexure I) for your reference.

CTC Structure (ANNEXURE-I)		
Components of Salary	**Rs. / Month**	**Rs. / Annum**
A. Monthly Salary		
Basic Salary	17,033	2,04,400
House Rent Allowance	8,517	1,02,200
FBP	7,467	89,604
Special Allowance	9,566	1,14,796
Gross Salary	**42,583**	**511000**
B. Performance Bonus*	**2,917**	**35,000**
C. Standard Benefits		
Provident Fund(employer contr)	2,044	24,528
Gratuity	819	9,826
Medical Insurance Premium	1,667	20,000
	4,529	**54,354**
Total Cost to the Company		**6,00,000**

**Performance Bonus is a variable component and will be paid as per the bonus policy of the company*

Best Regards,
For FMC Technologies India Private Limited

(Niranjan Desai)
Manager – Human Resources

FMC Technologies India Pvt. Ltd.
Plot No.27(Part), Survey No. 124, Road No 12,
Commerzone, Raheja IT Park,
Opp. Institute of Preventive Medicine,
Industrial Park, IDA Nacharam,
Hyderabad, Telangana, INDIA – 500 076
Phone: +91 40 66342900,
Fax: ++91 40 66342901
CIN: U29219TG2009FTC079988
Website: TechnipFMC.com

Ref.No.TEPSIL/HR-IBS/001/2018
October 10, 2018

Mr. Tanmaya Swain
House no: 323, Anand Vihar
Chauliaganj, Cuttack
753004

Re: Offer letter to the post of Management Trainee.

Dear Mr. Tanmaya,

This has the reference to your application and the subsequent interview you had with us on October 5, 2018.

We are pleased to inform you that you have been selected and appointed for the post of "**MANAGEMENT TRAINEE"** in our Organization, with a package of **INR 10,00,000/- (Rupees Ten Lakhs only)** per annum on Cost to Company (CTC) basis.

The appointment letter with detailed breakup of salary and terms and conditions of employment shall be issued on your joining.

You will endeavor to join your duties on or before **April 1, 2019** at the Hyderabad Office.

Upon successful completion of six months training period your performance would be assessed and in case the same is not found satisfactory, your training can either be terminated or extended, as deemed fit by the Management.

You will be required to submit following documents at the time of your joining:

a. Certified true copy of all your education testimonials
b. Experience letter (if any)
c. PAN Number
d. Aadhar Card
e. Passport size color photographs - 3 nos.
f. Cancelled Cheque

This offer letter is issued on the understanding that all the information given by you in the application / employee data form / during the interview or data provided prior to and / or at the time of interview is true.

As part of our process, an antecedent verification may be initiated for a new employee and if it is found at any time that the information given by you is not correct or true or you have knowingly suppressed any information, the company will have the right to withdraw the offer at any time without any compensation.

Please sign the duplicate of this letter as a token of your acceptance of the offer.

Thanking you,

Yours truly,

For TEPSOL Projects Pvt Ltd **Acceptance**

N.R.P. Devi

Ratna Prabha Devi
AVP – HR & Admn

Tanmaya Swain

Date 6/10/18

Dear Twinkle

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
October 2018 – March 2019	January 2020*
April 2019 – September 2019	July 2020*
October 2019 – March 2020	January 2021*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/18, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

YES, I ACCEPT THE OFFER.

Registered Office: Smartcube India Private Limited
37, Hauz Khas Village, New Delhi - 110016
CIN: U33119DL1999PTC99268

Level 5 Tower B
Windsor IT Park A1
Sector 125 Noida 201301
India

T +91 (120)450 8000
india@thesmartcube.com
thesmartcube.com

Scanned by CamScanner

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***Deferred Pay-out**
INR 15000 will be paid with ninth month's salary and INR 15000 will be paid with twelfth month's salary respectively. The Deferred Pay-outstands recoverable in case you part ways with the organization within a period of one year.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

YES, I ACCEPT THE OFFER.

Scanned by CamScanner

Ref.No.TEPSIL/HR-IBS/003/2018
October 10, 2018

Ms. Nikita Gandotra
B-10, Kanchan Apartments
Geeta Colony
Delhi - 110031

Re: Offer letter to the post of Management Trainee.

Dear Ms. Nikita,

This has the reference to your application and the subsequent interview you had with us on October 5, 2018.

We are pleased to inform you that you have been selected and appointed for the post of "**MANAGEMENT TRAINEE"** in our Organization, with a package of **INR 10,00,000/- (Rupees Ten Lakhs only)** per annum on Cost to Company (CTC) basis.

The appointment letter with detailed breakup of salary and terms and conditions of employment shall be issued on your joining.

You will endeavor to join your duties on or before **April 1, 2019** at the Hyderabad Office.

Upon successful completion of six months training period your performance would be assessed and in case the same is not found satisfactory, your training can either be terminated or extended, as deemed fit by the Management.

You will be required to submit following documents at the time of your joining:

a. Certified true copy of all your education testimonials
b. Experience letter (if any)
c. PAN Number
d. Aadhar Card
e. Passport size color photographs - 3 nos.
f. Cancelled Cheque

This offer letter is issued on the understanding that all the information given by you in the application / employee data form / during the interview or data provided prior to and / or at the time of interview is true. As part of our process, an antecedent verification may be initiated for a new employee and if it is found at any time that the information given by you is not correct or true or you have knowingly suppressed any information, the company will have the right to withdraw the offer at any time without any compensation.

Please sign the duplicate of this letter as a token of your acceptance of the offer.

Thanking you,

Yours truly,

For TEPSOL Projects Pvt Ltd **Acceptance**

N.R.P. Devi

Ratna Prabha Devi
AVP – HR & Admn

Nikita Gandotra

31-Oct-18

Rishabh Bilala
Bangalore, India

Dear Rishabh,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore. Your role will be **'Marketing Specialist'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2018.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required.

2. Your role will include but not limited to, planning, directing, organizing promotional campaigns/events, collecting, analyzing market research data and applying on current projects.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	64,620	775,440
Variable Pay		64,620
Retirals		40,764
Cost to Company		880,824

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India
Private Limited

2nd Floor, Wing B, Block 11,
Pritech Park SEZ,
Outer Ring Road, Bellandur Village,
Varthur Hobli, Bangalore - 560103

Phone: 91-80-4921 5400
Telefax: 91-80-4921 5500

CIN:U72200KA2009PTC049367

info@msg-global.com
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Brazil | Bulgaria | Canada | Germany
India | Italy | Korea | Netherlands
Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

(Formerly msg ibex Solutions India Pvt Ltd)

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6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
   You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

msg global Solutions India Pvt. Ltd. SEZ UNIT

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12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Rishabh Bilala,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature: Rishabh Bilala

Name: RISHABH BILALA

Date: 1st NOV 2018

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ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Rishabh Bilala	
Designation	Associate Consultant	
Relevant Experience	1.8 years	
Compensation Details		
Compensation Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	25,848	310,176
HRA	10,339	124,070
Special Allowance / FBP *	28,433	341,194
Total Fixed Compesation / Total Gross - A	**64,620**	**775,440**
2) Variable Compensation		
Variable Bonus - B		64,620
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	1,077	12,924
Total Retirals - C		40,764
Total Cost to Company (A+B+C)		**880,824**
***Note on FBP**		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	**Maximum Limit per month**	**Maximum Limit per annum**
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	**10,333**	**123,996**
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

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ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**

msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

msg global Solutions India Pvt. Ltd. SEZ UNIT

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5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd.
SEZ UNIT

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Date 6/10/18

Dear Ayush.

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
October 2018 – March 2019	January 2020*
April 2019 – September 2019	July 2020*
October 2019 – March 2020	January 2021*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/18, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Ayush Arora
6/10/18

Registered Office: Smartcube India Private Limited
37, Hauz Khas Village, New Delhi - 110016
CIN: U33119DL1999PTC99268

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THE Smart Cube

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***Deferred Pay-out**
INR 15000 will be paid with ninth month's salary and INR 15000 will be paid with twelfth month's salary respectively. The Deferred Pay-outstands recoverable in case you part ways with the organization within a period of one year.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Ayush Arora
6/10/18

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Date 6/10/18

Dear Tanvi

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
October 2018 – March 2019	January 2020*
April 2019 – September 2019	July 2020*
October 2019 – March 2020	January 2021*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/18, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Yes, I accept the offer.

Tanvi

Registered Office: Smartcube India Private Limited
37, Hauz Khas Village, New Delhi - 110016
CIN: U33119DL1999PTC99268

Level 5 Tower B
Windsor IT Park A1
Sector 125 Noida 201301
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thesmartcube.com

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Smart Cube

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***Deferred Pay-out**
INR 15000 will be paid with ninth month's salary and INR 15000 will be paid with twelfth month's salary respectively. The Deferred Pay-outstands recoverable in case you part ways with the organization within a period of one year.

Gratuity
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Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Yes, I accept the offer.

Tanvi

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Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***Deferred Pay-out**
INR 15000 will be paid with ninth month's salary and INR 15000 will be paid with twelfth month's salary respectively. The Deferred Pay-outstands recoverable in case you part ways with the organization within a period of one year.

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Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Scanned with CamScanner

Date 6/10/18

Dear Aditya

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
October 2018 – March 2019	January 2020*
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*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/18, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

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India

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india@thesmartcube.com
thesmartcube.com

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Smart Cube

Date 6/10/18

Dear Suvradip

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

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October 2019 – March 2020	January 2021*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/18, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Yes I accept the offer.

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Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***Deferred Pay-out**
INR 15000 will be paid with ninth month's salary and INR 15000 will be paid with twelfth month's salary respectively. The Deferred Pay-outstands recoverable in case you part ways with the organization within a period of one year.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Yes I accept the offer.

Scanned by CamScanner

31-Oct-18

Pratishtha Pandit
Bangalore, India

Dear Pratishtha,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore. Your role will be **'Business Consultant'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2019.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required.

2. Your role will include but not limited to, soliciting defining and managing requirements for software development, documenting and developing solutions to business problems.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	66,000	792,000
Variable Pay		66,000
Retirals		41,040
Cost to Company		899,040

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India Private Limited

2nd Floor, Wing B, Block 11,
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Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
   You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

Msg global Solutions India Pvt. Ltd.
SEZ UNIT

12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Pratishtha Pandit,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature:

Name:

Date:

ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Pratishtha Pandit	
Designation	Associate Consultant	
Relevant Experience	3.8 years	
Compensation Details		
Compensation Category	**Monthly**	**Annual**
1) Fixed Compensation		
Basic Salary	26,400	316,800
HRA	10,560	126,720
Special Allowance / FBP *	29,040	348,480
Total Fixed Compesation / Total Gross - A	**66,000**	**792,000**
2) Variable Compensation		
Variable Bonus - B		66,000
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	1,100	13,200
Total Retirals - C		**41,040**
Total Cost to Company (A+B+C)		**899,040**
***Note on FBP**		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	**Maximum Limit per month**	**Maximum Limit per annum**
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	**10,333**	**123,996**
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

msg global Solutions India Pvt. Ltd. SEZ UNIT

ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**

msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

msg global Solutions India Pvt. Ltd. SEZ UNIT

5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd.
SEZ UNIT

torrent GAS

TGL/CGD/77

April 15, 2019

Ms. Ritu Saini (MT-19-IBS-34)
ICFAI Business School,
Donthanapally, Shankarapalli, Hyderabad
Telangana - 501 203

Dear Ritu,

Sub: Offer of facility of training as Management Trainee – 2019

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager".** The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination (MBA - Mktg) and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to Mahesh Gas limited or any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later and you are required to report at Central HR Department, Naranpura Zonal Office, Sola Cross Road, Ahmedabad. Please contact Ms. Nidhi Pandya, Assistant Manager (HR), Mobile No.9227520003, E-mail ID:nidhibhatt@torrentpower.com for the joining formalities to be completed and any other information or clarifications you may need.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

MT-19-IBS-34

torrent GAS

TGL/CGD/78

April 15, 2019

Mr. Sumeet Yadav (MT-19-IBS-42)
ICFAI Business School,
Donthanapally, Shankarapalli, Hyderabad
Telangana - 501 203

Dear Sumeet,

Sub: Offer of facility of training as Management Trainee – 2019

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager"**. The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination (MBA - Mktg) and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to Mahesh Gas limited or any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later and you are required to report at Central HR Department, Naranpura Zonal Office, Sola Cross Road, Ahmedabad. Please contact Ms. Nidhi Pandya, Assistant Manager (HR), Mobile No.9227520003, E-mail ID:nidhibhatt@torrentpower.com for the joining formalities to be completed and any other information or clarifications you may need.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
1/4/4

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

MT-19-IBS-42

Nisha

torrent GAS

TGL/CGD/75

April 15, 2019

Mr. Arpit Dua (MT-19-IBS-29)
ICFAI Business School,
Donthanapally, Shankarapalli, Hyderabad
Telangana - 501 203

Dear Arpit,

Sub: Offer of facility of training as Management Trainee – 2019

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager".** The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination (MBA - Mktg) and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to Mahesh Gas limited or any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later and you are required to report at Central HR Department, Naranpura Zonal Office, Sola Cross Road, Ahmedabad. Please contact Ms. Nidhi Pandya, Assistant Manager (HR), Mobile No.9227520003, E-mail ID:nidhibhatt@torrentpower.com for the joining formalities to be completed and any other information or clarifications you may need.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

MT-19-IBS-29

torrent GAS

TGL/CGD/76

April 15, 2019

Mr. Deepak Kumar Monangi (MT-19-IBS-32)
ICFAI Business School,
Donthanapally, Shankarapalli, Hyderabad
Telangana - 501 203

Dear Deepak,

Sub: Offer of facility of training as Management Trainee – 2019

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager".** The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination (MBA - Mktg) and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to Mahesh Gas limited or any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later and you are required to report at Central HR Department, Naranpura Zonal Office, Sola Cross Road, Ahmedabad. Please contact Ms. Nidhi Pandya, Assistant Manager (HR), Mobile No.9227520003, E-mail ID:nidhibhatt@torrentpower.com for the joining formalities to be completed and any other information or clarifications you may need.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

MT-19-IBS-32

03rd March 2019

To
P Sai Dheeraj
Hyderabad

Offer of Employment

Dear **P Sai**,

We are pleased to offer you the position of **Level 03 - Territory Sales Manager** at Ruptub Solutions Pvt. Ltd. ("the **Company**") with effect from **11th March 2019**, on the terms and conditions contained in the employment agreement to be executed between the Company and you, and enclosed with this offer letter ("**Employment Agreement**").

Your continued employment with the Company is subject to successfully submitting all valid documents listed in Annexure - B of the Employment Agreement within 3 (Three) days of joining. The Company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of this offer letter successfully, or if there is a discrepancy in the documents submitted, the Company reserves the right to terminate your employment with immediate effect.

Please return the duplicate copy of this letter and the Employment Agreement signed by you in token of your acceptance of our offer within **03 (Three) days** of receiving it.

We welcome you on board and wish to create personal wealth and prosperity for each other.

With Best Regards,

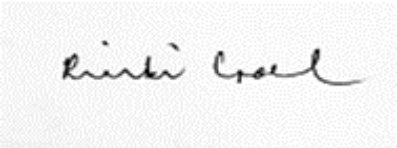

Human Resource
Ruptub Solutions Private Limited

Accepted the contract of employment, on the above terms and conditions:

_____
P Sai Dheeraj

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

treebo

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made and executed on this **03rd March 2019**, at Bengaluru.

BY AND BETWEEN

(A) **RUPTUB SOLUTIONS PVT. LTD.,** a private company limited by shares incorporated under the Companies Act, 2013 and having its registered office at Building No. II, 1st Floor, AMR Tech Park, Bommanahalli, Hosur Road, Bengaluru – 560068, India (the "**Company**");

AND

(B) **P Sai Dheeraj**, presently residing at **Hyderabad** (the "**Executive**")].

(The Company and the Executive are hereinafter collectively referred to as the "**Parties**" and, each, individually as a "**Party**").

WHEREAS the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms specified in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Employment:

(i) The Executive's employment will commence on and from **11th March 2019** (the "**Effective Date**") and shall continue unless terminated in accordance with this Agreement ("**Employment Period**"). The Executive understands and acknowledges that his/her employment with the Company may be terminated by the Company at any time, with or without Cause (defined below) in terms of this Agreement.

2. Designation and Place of Employment:

(i) During the Employment Period, the Executive shall occupy the position and perform the duties of the **Level 03 - Territory Sales Manager** of the Company or with titles, offices and authority as the Company may from time to time designate.

(ii) The Executive will be placed at the **Hyderabad** office of the Company at present, and will be required to travel as per the requirements of the business.

3. Remuneration:

(i) The Executive will be on Probation of three months. On successful completion of the probation period, you will be offered a full-time position at Treebo. The Executive shall be entitled to an all-inclusive remuneration of **INR 600000/-** per annum (Rupees Six Lakhs Only), of which **INR 500000/-** per annum (Rupees Five Lakhs Only) will be your Fixed Salary and **INR 100000/-** per annum (Rupees One Lakh Only) will be Performance Based Bonus, the breakup of which has been provided in Annexure - A to this Agreement.

(ii) The Finance department will inform the Executive of the detailed break-up of the remuneration package considering the best tax and accounting practices, which may change from time to time. The Executive's annual increments will depend on his/her performance review which will be conducted periodically.

(iii) Expense Reimbursement

The Company shall promptly pay the reasonable, business-related expenses incurred by the Executive, that are authorized by the Company in advance in writing, in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Executive, shall promptly reimburse the Executive for such payment, provided that the Executive has properly accounted for the same in accordance with the Company policy, including without limitation, providing supporting documents.

(iv) Employment Benefits

The Executive shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's 'Employees Handbook'/'Standard Conditions for Employment'. However, in the event of the Executive's relocation or deputation to any affiliate/subsidiary within or outside of India, the Executive will be entitled to such leave as is availed by other employees of similar qualifications and designation at new location. All restructuring of leave and/or benefits will be documented separately in consultation with the Executive.

(v) Statutory Deductions, Withholding

a) Remuneration or benefits paid to the Executive shall be subject to all applicable statutory deductions including but not limited to income taxes, professional tax, provident fund, gratuity (as and when applicable) which Company shall pay to the government authority and any other deductions on the Executive's compensation or benefits as may from time to time be required by governmental authority. Notwithstanding anything contained in this Agreement, the Executive shall be solely responsible and liable for filing of personal income tax returns.

b) It is clarified that the Executive is required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of non-compliance by the Executive with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from the Executive's salary or other payments and the Executive shall allow the Company to comply with these requirements without objection.

4. Executive Undertakings, Commitments and Covenants

(i) The Executive agrees that he/she shall perform his / her duties and undertake his/her responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

assigned to him/her by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.

(ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

(iii) The Executive undertakes, commits, agrees and covenants that during the Employment Period, he shall not render commercial or professional services or assume any commercial or executive responsibilities of whatsoever nature to, or be employed with, or provide consultation to, any person or organization or in any other entity, whether or not for pecuniary gain, without the prior written consent of the Company, and that he will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.

(iv) The Executive agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Period.

(v) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

(vi) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

(vii) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

(viii) **Training:**

a) As applicable, the Executive may be imparted training on his/her joining. The Company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training program. The Executive will not be allowed to start any work on any of the Company's work processes in case of the Executive's failure in the training program.

b) It is understood and agreed that the Executive's services can be discontinued without notice, in case of failure to complete the training.

c) The Executive acknowledges that during the term of his/her employment, the Executive may be provided other training as may be required by the Company for its business from time to time.

d) In case the Executive decides to terminate his/her services within one year of undertaking such training program, the Executive shall be required to reimburse such costs and expenses incurred by the Company in relation to such training

programs.

5. Ownership of Intellectual Property

(i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by the Executive, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company and/or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Executive performs for the Company (whether during normal business hours or other than during normal business hours) during the Executive's engagement by the Company, and includes work product that is known to the Executive by virtue of his or her employment with the Company.

(ii) All rights, title and interest in any intellectual property arising out of or in connection with the Executive's employment, whether or not developed within working hours, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.

(iii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by the Executive is and will be a work created in the course of the Executive's employment with the Company under this contract of service and therefore the Company is and will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by the Executive, then the Executive does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.

(iv) With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Executive does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.

(v) With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs, innovations, discoveries, inventions, improvements, computer programs, data, technology and any moral rights), the Executive does now for good and valuable

consideration hereby irrevocably transfers, conveys and assigns to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Executive hereby warrants and represents that neither Executive nor anyone claiming through Executive will have any rights to or at any time make any claim to such Intellectual Property.

(vi) With respect to all Intellectual Property, the Executive agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If the Executive does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Executive. This power of attorney is coupled with an interest and is irrevocable.

(vii) The Executive will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.

(viii) The Executive represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. The Executive will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their Executives and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties.

The Executive agrees that in the event the Executive develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other intellectual property right subsists in the course of his/her employment with the Company, he/she shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favor of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Executive does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company.

(ix) To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.

(x) The Executive agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

6. Confidential Information

(i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties.

(ii) The Executive acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or such third parties, is critical to its business and that the Executive's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its affiliates, including without limitation, information regarding the following:

a) management, methods and operating techniques;
b) procedures and methods;
c) sales, advertising and marketing methods;
d) development and service methods;
e) business techniques;
f) information regarding customers and products;
g) information regarding employees and personnel;
h) training techniques, manuals and procedures;
i) hardware systems and software programs; and
j) information relating to the prior, current or contemplated products or services offered and information that the Executive has a reasonable basis to believe was accepted by the Company and / or its affiliates/subsidiaries from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

(iii) The Executive acknowledges that such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or its affiliates / subsidiaries with great effort and expense.

(iv) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, at any time, to any Person or Competitor of the Company/ affiliates; or use for any purpose, any Confidential Information other than such purposes as shall be required to fulfil the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(v) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(vi) The Executive shall return to the Company or to its nominees, Confidential Information, including copies thereof, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(vii) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she shall not access any databases or tables for purposes other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a) The Executive will not disclose his salary or any other compensation details to other Executives.
b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
c) The Executive will not copy Company data or any technical code to the Executive's personal or home computers and will use only Company provided equipment.
d) The Executive also understands that the Company may monitor and review which databases and tables the Executive has been accessing at any time without prior notice to the Executive.
e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.

(vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

7. Non-Competition and Non-Solicitation

(i) During the term of the Executive's engagement by the Company and for 2 (two) years thereafter (the "**Restricted Period**"), neither the Executive nor any of his/her affiliates shall, directly or indirectly, or together with any other person (including, any combination thereof or through or with any of their respective affiliates or any director of the Company or otherwise howsoever) engage in any acts of Competition. In agreeing to this restriction on Competition, the Executive acknowledges that:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;

b) If the Executive were to participate in a business that competes with the Company, the Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by the Executive's engagement by the Company that it would be very difficult for the Executive not to rely on or use the Confidential Information; and

c) The Executive, and any entity in competition with the Company to which the Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, the Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in the Executive's work with such an entity.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

(iii) For the purpose of this Agreement, "**Competition**" means:

a) incorporating, promoting, joining, engaging in, entering into or associating themselves in any capacity whatsoever or being interested in or concerned in any manner with a competing business, in whatever form and wherever organized, to that of the business of the Company and / or any of its affiliates/subsidiaries as now or hereafter may be carried on (or agreeing to or entering into or participating in any negotiations or discussions to do all or any of the foregoing); or

b) investing in any manner in the capital or becoming a shareholder of all or any of the subsidiaries and / or any of their respective affiliates or in any joint venture or other entity in which the Company and / or its subsidiaries and / or any of their respective affiliates are involved, or collectively and / or individually initiating or engaging in any new activities that could be in competition with the business activities of the Company and / or its subsidiaries and / or any of their respective affiliates as now or hereafter may be carried on, through any vehicle other than the Company and / or its subsidiaries and / or any of their respective affiliates; or

c) Recruiting, soliciting, or inducing of any non-clerical executives of the Company or its affiliates or any advisor in the Company to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical executive of the Company or its affiliates or any person who within 6 (six) months before

had been a non-clerical executive of the Company or any of its affiliates or any advisor to the Company;

d) Soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or

e) Soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.

f) Joining, working for, being employed with, providing consultation or services to, being associated with, or advising a competitor of the Company.

(iv) **Reasonableness:**

The Executive acknowledges that based on his unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and / or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and / or its affiliates/subsidiaries. The Executive acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Executive for the non-performance of any term or provision hereof.

8. Warranties and Indemnification

(i) The Executive represents and warrants to the Company that he is free to accept employment with the Company as contemplated herein, and he has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his acceptance, or full performance of his obligations, under this Agreement, or the exercise of his best efforts to his employment hereunder.

(ii) The Executive acknowledges that the employment is offered by the Company on the basis of the Executive having furnished to the Company all the documents as set out in Annexure - B.

(iii) The Executive shall defend, indemnify and hold the Company, its directors, affiliates, subsidiaries and agents harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty

or covenant of the Executive under this Agreement.

9. Remedies on Breach

(i) The Executive agrees that upon a material breach of this Agreement by the Executive and failure by the Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

(ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all of the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

(iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

10. Termination

Resignation by the Executive and Termination by the Company without Cause

(i) Either party is entitled to terminate this Agreement by a notice of **30 (Thirty)** days in writing or payment of base salary in lieu thereof. If such termination is by the Company and is without Cause (as defined in Clause 10(vi) below), notice pay will be calculated at the rate of Basic Salary for 30 (Thirty) days together with the Termination Dues (as defined in Clause 10(x) below).

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If the Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by the Executive in the aforesaid letter of resignation.

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Termination for the Executive's Disability

(iv) If, in the sole opinion of the Company, the Executive is unable to carry out the responsibilities and functions of the position held by the Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate the Executive's employment, subject to applicable law.

Termination due to the Executive's Death

(v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Executive's legal heirs shall receive Termination Dues (as defined below).

Termination by the Company for Cause

(vi) The Executive's services may be terminated without any notice or liability, for the following causes ("**Cause**"):

a) An act of dishonesty or other willful misconduct by the Executive including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Executive of property of the Company or the commission or omission of an act or acts by the Executive constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company;

b) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;

c) Committing a serious or persistent breach or non-observance of any condition of the Executive's employment;

d) The breach of any representation or warranty made by the Executive under this Agreement;

e) The Executive's conviction of a crime, or the entering of any guilty plea in respect of such crime, for which the minimum punishment under applicable law is not less than one (1) year imprisonment, or any conviction for a crime involving fraud or the entering of any guilty plea in respect thereof;

f) Any act or omission by the Executive involving moral turpitude other than minor traffic violations;

g) Knowingly or repeatedly acting in excess of the Executive's powers or in contravention of the instructions of the management or the board;

h) Knowingly or repeatedly failing to perform the Executive's duties as set out herein;

i) Acting with gross or repeated incompetence or negligence to the material detriment of the Company; and

j) Gross or repeated contravention of the provisions of the Non Competition and Non-Solicitation Clause or the Confidential Information Clause hereof.

(vii) Any termination pursuant to Clause 10(vi) above shall be made in writing to the Executive, which notice shall set forth in as reasonable detail as practicable, all acts or

omissions upon which the Company is relying for such termination for Cause.

(viii) If the Executive's employment is terminated for Cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Executive's employment or the determination thereof, including, without limitation, from out of and against such Termination Dues (defined in Clause 10(x) below) payable to the Executive upon his termination for Cause.

(ix) The Company shall have the right to suspend the Executive, for such period as may be required, to investigate the Executive's conduct for any reason specified in Clause 10(vi) above and, if necessary, hold a disciplinary hearing.

Termination Dues

(x) In the event of termination of employment of the Executive for any of the reasons set out in this Clause, the Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Executive shall be entitled to receive statutory payments including any accrued leave to which the Executive may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**");

Provided further that any balance of advance or loan taken by the Executive from the Company or any other dues including training costs payable by the Executive, shall be fully recovered from the Executive's salary, at the time of the Executive leaving the services of the Company.

Notice ; Effective Date of Termination

(xi) Notwithstanding anything in this Agreement, the termination of the Executive's employment pursuant to this Agreement shall be effective:

a) immediately upon the expiry of the written notice delivered by one Party to the other Party in accordance with Clause 10(i);
b) immediately upon the expiry of the written notice delivered by the Company to the Executive in relation to the Executive's termination by reason of his having become disabled in accordance with Clause 10(iv);
c) immediately upon the delivery to the Executive of written notice of his termination for Cause in accordance with Clause 10(vi); or
d) immediately upon the death of the Executive.

11. Consequences of Termination

(i) The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the

Company in its possession as per the instructions of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

(ii) The Executive agrees that, following notice of termination of his employment, he shall cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

(iii) The Executive further agrees that during and following the termination of his employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may relate to him or his employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

(iv) Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self incriminating as regards the Executive.

(v) The Executive agrees that in the event of any termination of his/her employment with the employer for any reason, within 1 (one) year from the date of his/her joining the Company, the Executive shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for the Executive towards additional benefits. The Executive agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the Executive post termination in addition to its rights to proceed with recovery claims against such Executive if the amount is not fully recovered when due at the cost of the Executive.

12. Binding Agreement

(i) Subject to the provisions of this Clause 12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

(ii) The Parties understand that the obligations of the Executive are personal and shall not be assigned by him.

13. Amendment

(i) This Agreement and the agreements and documents referred to herein contain the entire understanding of the Executive and the Company with respect to the employment of the Executive by the Company and supersede any and all prior understandings, written or oral, between the Executive and the Company and between the Executive and any affiliate/subsidiary or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.

(ii) This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Executive and a duly authorized officer of the Company.

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14. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

15. Governing Law and Jurisdiction

(i) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

(ii) All disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the Company and the Executive and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in the English language.

(iii) Pending resolution of any dispute by the arbitrator in accordance with Clause 15(ii), the Parties shall have the right to apply to a court of competent jurisdiction in Bengaluru, to obtain interim injunctive relief in respect of such dispute.

16. Miscellaneous

(i) Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (a) when delivered if sent by hand delivery; or (b) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (c) upon transmission and electronic confirmation of receipt, if sent via facsimile or electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other.

(ii) No delay or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

(iii) By entering into this Agreement, the Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Executive has been provided with an opportunity to consult with the Executive's own counsel with respect to this Agreement.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

(iv) Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Executive against any amount payable at any time by the Company to the Executive pursuant to this Agreement.

(v) The requirements and covenants of Clause 5 (Ownership of Intellectual Property), Clause 6 (Confidential Information), Clause 7 (Non-Competition and Non-Solicitation), Clause 8 (Warranties and Indemnification), Clause 11 (Consequences of Termination), Clause 12 (Binding Agreement), Clause 14 (Severability), Clause 15 (Governing Law and Arbitration) and Clause 16 (Miscellaneous) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Executive's employment with the Company.

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ANNEXURE A

Compensation Breakup	
Basic Salary	200000
House Rent Allowance	80000
Special Allowance	198400
Provident Fund Employer Contribution	21600
Fixed Compensation (I)	500000
Performance Based Bonus @ 100% Achievement (II)	100000
Total Annual Earnings (I) + (II)	600000
Gratuity	As per Payment of Gratuity Act,1972

Note:

1. The actual quantum of Performance Based Bonus can be scaled up to 150% upon the offered amount which is calculated based on the rating obtained in the performance review cycle.
2. Performance bonus is not payable on a prorated basis in the event of employee leaving the organisation prior to the completion of annual performance review cycle.
3. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non-taxable against specified IT Provisions
4. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.
5. Both Employers and Employee PF contribution is part of CTC.
6. Income Tax deduction; as per Income Tax rules, based on relevant sections of Income Tax Act.
7. Professional Tax deduction will be applicable as per Hyderabad Professional Tax laws.

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ANNEXURE B

Requirements for joining

Please bring with you the following documents on the day you join.

1. 4 Passport sized photographs
2. Photocopy of Proof of Date of Birth (Birth Certificate/Passport)
3. Photocopy of Proof of Address (Ration Card, Voters ID)
4. Photocopies of Educational Qualifications
5. Relieving Letter from Last Employer
6. Photocopy of last drawn Salary Slip (2 months)
7. PAN Card Copy

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April 15, 2019

Mr. Lokesh Patel (MT-19-IBS-12)
ICFAI Business School,
Donthanapally, Shankarapalli, Hyderabad
Telangana - 501 203

Dear Lokesh,

Sub: Offer of facility of training as Management Trainee – 2019

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager"**. The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination (MBA - Mktg) and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to Mahesh Gas limited or any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later and you are required to report at Central HR Department, Naranpura Zonal Office, Sola Cross Road, Ahmedabad. Please contact Ms. Nidhi Pandya, Assistant Manager (HR), Mobile No.9227520003, E-mail ID:nidhibhatt@torrentpower.com for the joining formalities to be completed and any other information or clarifications you may need.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

MT-19-IBS-12

03rd March 2019

To
Vinutna Kesani
Hyderabad

Offer of Employment

Dear **Vinutna**,

We are pleased to offer you the position of **Level 03 - Territory Sales Manager** at Ruptub Solutions Pvt. Ltd. ("the **Company**") with effect from **11th March 2019**, on the terms and conditions contained in the employment agreement to be executed between the Company and you, and enclosed with this offer letter ("**Employment Agreement**").

Your continued employment with the Company is subject to successfully submitting all valid documents listed in Annexure - B of the Employment Agreement within 3 (Three) days of joining. The Company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of this offer letter successfully, or if there is a discrepancy in the documents submitted, the Company reserves the right to terminate your employment with immediate effect.

Please return the duplicate copy of this letter and the Employment Agreement signed by you in token of your acceptance of our offer within **03 (Three) days** of receiving it.

We welcome you on board and wish to create personal wealth and prosperity for each other.

With Best Regards,

Human Resource
Ruptub Solutions Private Limited

Accepted the contract of employment, on the above terms and conditions:

_____
Vinutna Kesani

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made and executed on this **03rd March 2019**, at Bengaluru.

BY AND BETWEEN

(A) **RUPTUB SOLUTIONS PVT. LTD.,** a private company limited by shares incorporated under the Companies Act, 2013 and having its registered office at Building No. II, 1st Floor, AMR Tech Park, Bommanahalli, Hosur Road, Bengaluru – 560068, India (the "**Company**");

AND

(B) **Vinutna Kesani**, presently residing at **Hyderabad** (the "**Executive**")].

(The Company and the Executive are hereinafter collectively referred to as the "**Parties**" and, each, individually as a "**Party**").

WHEREAS the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms specified in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Employment:

(i) The Executive's employment will commence on and from **11th March 2019** (the "**Effective Date**") and shall continue unless terminated in accordance with this Agreement ("**Employment Period**"). The Executive understands and acknowledges that his/her employment with the Company may be terminated by the Company at any time, with or without Cause (defined below) in terms of this Agreement.

2. Designation and Place of Employment:

(i) During the Employment Period, the Executive shall occupy the position and perform the duties of the **Level 03 - Territory Sales Manager** of the Company or with titles, offices and authority as the Company may from time to time designate.

(ii) The Executive will be placed at the **Hyderabad** office of the Company at present, and will be required to travel as per the requirements of the business.

3. Remuneration:

(i) The Executive will be on Probation of three months. On successful completion of the probation period, you will be offered a full-time position at Treebo. The Executive shall be entitled to an all-inclusive remuneration of **INR 600000/-** per annum (Rupees Six Lakhs Only), of which **INR 500000/-** per annum (Rupees Five Lakhs Only) will be your Fixed Salary and **INR 100000/-** per annum (Rupees One Lakh Only) will be Performance Based Bonus, the breakup of which has been provided in Annexure - A to this Agreement.

(ii) The Finance department will inform the Executive of the detailed break-up of the

remuneration package considering the best tax and accounting practices, which may change from time to time. The Executive's annual increments will depend on his/her performance review which will be conducted periodically.

(iii) Expense Reimbursement

The Company shall promptly pay the reasonable, business-related expenses incurred by the Executive, that are authorized by the Company in advance in writing, in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Executive, shall promptly reimburse the Executive for such payment, provided that the Executive has properly accounted for the same in accordance with the Company policy, including without limitation, providing supporting documents.

(iv) Employment Benefits

The Executive shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's 'Employees Handbook'/'Standard Conditions for Employment'. However, in the event of the Executive's relocation or deputation to any affiliate/subsidiary within or outside of India, the Executive will be entitled to such leave as is availed by other employees of similar qualifications and designation at new location. All restructuring of leave and/or benefits will be documented separately in consultation with the Executive.

(v) Statutory Deductions, Withholding

a) Remuneration or benefits paid to the Executive shall be subject to all applicable statutory deductions including but not limited to income taxes, professional tax, provident fund, gratuity (as and when applicable) which Company shall pay to the government authority and any other deductions on the Executive's compensation or benefits as may from time to time be required by governmental authority. Notwithstanding anything contained in this Agreement, the Executive shall be solely responsible and liable for filing of personal income tax returns.

b) It is clarified that the Executive is required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of non-compliance by the Executive with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from the Executive's salary or other payments and the Executive shall allow the Company to comply with these requirements without objection.

4. Executive Undertakings, Commitments and Covenants

(i) The Executive agrees that he/she shall perform his / her duties and undertake his/her responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign

such duties and responsibilities.

(ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

(iii) The Executive undertakes, commits, agrees and covenants that during the Employment Period, he shall not render commercial or professional services or assume any commercial or executive responsibilities of whatsoever nature to, or be employed with, or provide consultation to, any person or organization or in any other entity, whether or not for pecuniary gain, without the prior written consent of the Company, and that he will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.

(iv) The Executive agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Period.

(v) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

(vi) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

(vii) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

(viii) **Training:**

a) As applicable, the Executive may be imparted training on his/her joining. The Company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training program. The Executive will not be allowed to start any work on any of the Company's work processes in case of the Executive's failure in the training program.

b) It is understood and agreed that the Executive's services can be discontinued without notice, in case of failure to complete the training.

c) The Executive acknowledges that during the term of his/her employment, the Executive may be provided other training as may be required by the Company for its business from time to time.

d) In case the Executive decides to terminate his/her services within one year of undertaking such training program, the Executive shall be required to reimburse such costs and expenses incurred by the Company in relation to such training programs.

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5. Ownership of Intellectual Property

(i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by the Executive, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company and/or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Executive performs for the Company (whether during normal business hours or other than during normal business hours) during the Executive's engagement by the Company, and includes work product that is known to the Executive by virtue of his or her employment with the Company.

(ii) All rights, title and interest in any intellectual property arising out of or in connection with the Executive's employment, whether or not developed within working hours, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.

(iii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by the Executive is and will be a work created in the course of the Executive's employment with the Company under this contract of service and therefore the Company is and will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by the Executive, then the Executive does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.

(iv) With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Executive does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.

(v) With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs, innovations, discoveries, inventions, improvements, computer programs, data, technology and any moral rights), the Executive does now for good and valuable consideration hereby irrevocably transfers, conveys and assigns to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Executive hereby warrants and represents that neither Executive nor

anyone claiming through Executive will have any rights to or at any time make any claim to such Intellectual Property.

(vi) With respect to all Intellectual Property, the Executive agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If the Executive does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Executive. This power of attorney is coupled with an interest and is irrevocable.

(vii) The Executive will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.

(viii) The Executive represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. The Executive will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their Executives and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties.
The Executive agrees that in the event the Executive develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other intellectual property right subsists in the course of his/her employment with the Company, he/she shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favor of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Executive does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company.

(ix) To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.

(x) The Executive agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

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6. Confidential Information

(i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties.

(ii) The Executive acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or such third parties, is critical to its business and that the Executive's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its affiliates, including without limitation, information regarding the following:

a) management, methods and operating techniques;
b) procedures and methods;
c) sales, advertising and marketing methods;
d) development and service methods;
e) business techniques;
f) information regarding customers and products;
g) information regarding employees and personnel;
h) training techniques, manuals and procedures;
i) hardware systems and software programs; and
j) information relating to the prior, current or contemplated products or services offered and information that the Executive has a reasonable basis to believe was accepted by the Company and / or its affiliates/subsidiaries from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

(iii) The Executive acknowledges that such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or its affiliates / subsidiaries with great effort and expense.

(iv) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, at any time, to any Person or Competitor of the Company/ affiliates; or use for any purpose, any Confidential Information other than such purposes as shall be required to fulfil the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(v) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(vi) The Executive shall return to the Company or to its nominees, Confidential Information, including copies thereof, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and

when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(vii) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she shall not access any databases or tables for purposes other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a) The Executive will not disclose his salary or any other compensation details to other Executives.
b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
c) The Executive will not copy Company data or any technical code to the Executive's personal or home computers and will use only Company provided equipment.
d) The Executive also understands that the Company may monitor and review which databases and tables the Executive has been accessing at any time without prior notice to the Executive.
e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.

(vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

7. Non-Competition and Non-Solicitation

(i) During the term of the Executive's engagement by the Company and for 2 (two) years thereafter (the "**Restricted Period**"), neither the Executive nor any of his/her affiliates shall, directly or indirectly, or together with any other person (including, any combination thereof or through or with any of their respective affiliates or any director of the Company or otherwise howsoever) engage in any acts of Competition. In agreeing

to this restriction on Competition, the Executive acknowledges that:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;

b) If the Executive were to participate in a business that competes with the Company, the Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by the Executive's engagement by the Company that it would be very difficult for the Executive not to rely on or use the Confidential Information; and

c) The Executive, and any entity in competition with the Company to which the Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, the Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in the Executive's work with such an entity.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

(iii) For the purpose of this Agreement, "**Competition**" means:

a) incorporating, promoting, joining, engaging in, entering into or associating themselves in any capacity whatsoever or being interested in or concerned in any manner with a competing business, in whatever form and wherever organized, to that of the business of the Company and / or any of its affiliates/subsidiaries as now or hereafter may be carried on (or agreeing to or entering into or participating in any negotiations or discussions to do all or any of the foregoing); or

b) investing in any manner in the capital or becoming a shareholder of all or any of the subsidiaries and / or any of their respective affiliates or in any joint venture or other entity in which the Company and / or its subsidiaries and / or any of their respective affiliates are involved, or collectively and / or individually initiating or engaging in any new activities that could be in competition with the business activities of the Company and / or its subsidiaries and / or any of their respective affiliates as now or hereafter may be carried on, through any vehicle other than the Company and / or its subsidiaries and / or any of their respective affiliates; or

c) Recruiting, soliciting, or inducing of any non-clerical executives of the Company or its affiliates or any advisor in the Company to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical executive of the Company or its affiliates or any person who within 6 (six) months before had been a non-clerical executive of the Company or any of its affiliates or any advisor to the Company;

d) Soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its

affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or

e) Soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.

f) Joining, working for, being employed with, providing consultation or services to, being associated with, or advising a competitor of the Company.

(iv) **Reasonableness:**

The Executive acknowledges that based on his unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and / or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and / or its affiliates/subsidiaries. The Executive acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Executive for the non-performance of any term or provision hereof.

8. Warranties and Indemnification

(i) The Executive represents and warrants to the Company that he is free to accept employment with the Company as contemplated herein, and he has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his acceptance, or full performance of his obligations, under this Agreement, or the exercise of his best efforts to his employment hereunder.

(ii) The Executive acknowledges that the employment is offered by the Company on the basis of the Executive having furnished to the Company all the documents as set out in Annexure - B.

(iii) The Executive shall defend, indemnify and hold the Company, its directors, affiliates, subsidiaries and agents harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Executive under this Agreement.

9. Remedies on Breach

(i) The Executive agrees that upon a material breach of this Agreement by the Executive and failure by the Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the

right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

(ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all of the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

(iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

10. Termination

Resignation by the Executive and Termination by the Company without Cause

(i) Either party is entitled to terminate this Agreement by a notice of **30 (Thirty)** days in writing or payment of base salary in lieu thereof. If such termination is by the Company and is without Cause (as defined in Clause 10(vi) below), notice pay will be calculated at the rate of Basic Salary for 30 (Thirty) days together with the Termination Dues (as defined in Clause 10(x) below).

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If the Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by the Executive in the aforesaid letter of resignation.

Termination for the Executive's Disability

(iv) If, in the sole opinion of the Company, the Executive is unable to carry out the responsibilities and functions of the position held by the Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate the Executive's employment, subject to applicable law.

Termination due to the Executive's Death

(v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Executive's legal heirs shall receive Termination Dues (as defined below).

Termination by the Company for Cause

(vi) The Executive's services may be terminated without any notice or liability, for the following causes ("**Cause**"):

a) An act of dishonesty or other willful misconduct by the Executive including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Executive of property of the Company or the commission or omission of an act or acts by the Executive constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company;

b) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;

c) Committing a serious or persistent breach or non-observance of any condition of the Executive's employment;

d) The breach of any representation or warranty made by the Executive under this Agreement;

e) The Executive's conviction of a crime, or the entering of any guilty plea in respect of such crime, for which the minimum punishment under applicable law is not less than one (1) year imprisonment, or any conviction for a crime involving fraud or the entering of any guilty plea in respect thereof;

f) Any act or omission by the Executive involving moral turpitude other than minor traffic violations;

g) Knowingly or repeatedly acting in excess of the Executive's powers or in contravention of the instructions of the management or the board;

h) Knowingly or repeatedly failing to perform the Executive's duties as set out herein;

i) Acting with gross or repeated incompetence or negligence to the material detriment of the Company; and

j) Gross or repeated contravention of the provisions of the Non Competition and Non-Solicitation Clause or the Confidential Information Clause hereof.

(vii) Any termination pursuant to Clause 10(vi) above shall be made in writing to the Executive, which notice shall set forth in as reasonable detail as practicable, all acts or omissions upon which the Company is relying for such termination for Cause.

(viii) If the Executive's employment is terminated for Cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Executive's employment or the determination thereof, including, without limitation, from out of and against such Termination Dues (defined in Clause 10(x) below) payable to the Executive upon his termination for Cause.

(ix) The Company shall have the right to suspend the Executive, for such period as may be

required, to investigate the Executive's conduct for any reason specified in Clause 10(vi) above and, if necessary, hold a disciplinary hearing.

Termination Dues

(x) In the event of termination of employment of the Executive for any of the reasons set out in this Clause, the Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Executive shall be entitled to receive statutory payments including any accrued leave to which the Executive may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**");

Provided further that any balance of advance or loan taken by the Executive from the Company or any other dues including training costs payable by the Executive, shall be fully recovered from the Executive's salary, at the time of the Executive leaving the services of the Company.

Notice ; Effective Date of Termination

(xi) Notwithstanding anything in this Agreement, the termination of the Executive's employment pursuant to this Agreement shall be effective:

a) immediately upon the expiry of the written notice delivered by one Party to the other Party in accordance with Clause 10(i);
b) immediately upon the expiry of the written notice delivered by the Company to the Executive in relation to the Executive's termination by reason of his having become disabled in accordance with Clause 10(iv);
c) immediately upon the delivery to the Executive of written notice of his termination for Cause in accordance with Clause 10(vi); or
d) immediately upon the death of the Executive.

11. Consequences of Termination

(i) The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the Company in its possession as per the instructions of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

(ii) The Executive agrees that, following notice of termination of his employment, he shall cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

(iii) The Executive further agrees that during and following the termination of his employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may relate to him or his employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

(iv) Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self incriminating as regards the Executive.

(v) The Executive agrees that in the event of any termination of his/her employment with the employer for any reason, within 1 (one) year from the date of his/her joining the Company, the Executive shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for the Executive towards additional benefits. The Executive agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the Executive post termination in addition to its rights to proceed with recovery claims against such Executive if the amount is not fully recovered when due at the cost of the Executive.

12. Binding Agreement

(i) Subject to the provisions of this Clause 12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

(ii) The Parties understand that the obligations of the Executive are personal and shall not be assigned by him.

13. Amendment

(i) This Agreement and the agreements and documents referred to herein contain the entire understanding of the Executive and the Company with respect to the employment of the Executive by the Company and supersede any and all prior understandings, written or oral, between the Executive and the Company and between the Executive and any affiliate/subsidiary or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.

(ii) This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Executive and a duly authorized officer of the Company.

14. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to

the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

15. Governing Law and Jurisdiction

(i) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

(ii) All disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the Company and the Executive and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in the English language.

(iii) Pending resolution of any dispute by the arbitrator in accordance with Clause 15(ii), the Parties shall have the right to apply to a court of competent jurisdiction in Bengaluru, to obtain interim injunctive relief in respect of such dispute.

16. Miscellaneous

(i) Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (a) when delivered if sent by hand delivery; or (b) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (c) upon transmission and electronic confirmation of receipt, if sent via facsimile or electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other.

(ii) No delay or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

(iii) By entering into this Agreement, the Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Executive has been provided with an opportunity to consult with the Executive's own counsel with respect to this Agreement.

(iv) Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Executive against any amount payable at any time by the Company to the Executive pursuant to this Agreement.

(v) The requirements and covenants of Clause 5 (Ownership of Intellectual Property), Clause 6 (Confidential Information), Clause 7 (Non-Competition and Non-Solicitation), Clause 8

(Warranties and Indemnification), Clause 11 (Consequences of Termination), Clause 12 (Binding Agreement), Clause 14 (Severability), Clause 15 (Governing Law and Arbitration) and Clause 16 (Miscellaneous) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Executive's employment with the Company.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

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ANNEXURE A

Compensation Breakup	
Basic Salary	200000
House Rent Allowance	80000
Special Allowance	198400
Provident Fund Employer Contribution	21600
Fixed Compensation (I)	500000
Performance Based Bonus @ 100% Achievement (II)	100000
Total Annual Earnings (I) + (II)	600000
Gratuity	As per Payment of Gratuity Act,1972

Note:

1. The actual quantum of Performance Based Bonus can be scaled up to 150% upon the offered amount which is calculated based on the rating obtained in the performance review cycle.
2. Performance bonus is not payable on a prorated basis in the event of employee leaving the organisation prior to the completion of annual performance review cycle.
3. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non-taxable against specified IT Provisions
4. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.
5. Both Employers and Employee PF contribution is part of CTC.
6. Income Tax deduction; as per Income Tax rules, based on relevant sections of Income Tax Act.
7. Professional Tax deduction will be applicable as per Hyderabad Professional Tax laws.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

ANNEXURE B

Requirements for joining

Please bring with you the following documents on the day you join.

1. 4 Passport sized photographs
2. Photocopy of Proof of Date of Birth (Birth Certificate/Passport)
3. Photocopy of Proof of Address (Ration Card, Voters ID)
4. Photocopies of Educational Qualifications
5. Relieving Letter from Last Employer
6. Photocopy of last drawn Salary Slip (2 months)
7. PAN Card Copy

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

03rd March 2019

To
Akash Patnaik
Hyderabad

Offer of Employment

Dear **Akash**,

We are pleased to offer you the position of **Level 03 - Territory Sales Manager** at Ruptub Solutions Pvt. Ltd. ("the **Company**") with effect from **11th March 2019**, on the terms and conditions contained in the employment agreement to be executed between the Company and you, and enclosed with this offer letter ("**Employment Agreement**").

Your continued employment with the Company is subject to successfully submitting all valid documents listed in Annexure - B of the Employment Agreement within 3 (Three) days of joining. The Company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of this offer letter successfully, or if there is a discrepancy in the documents submitted, the Company reserves the right to terminate your employment with immediate effect.

Please return the duplicate copy of this letter and the Employment Agreement signed by you in token of your acceptance of our offer within **03 (Three) days** of receiving it.

We welcome you on board and wish to create personal wealth and prosperity for each other.

With Best Regards,

Human Resource
Ruptub Solutions Private Limited

Accepted the contract of employment, on the above terms and conditions:

_____
Akash Patnaik

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made and executed on this **03rd March 2019**, at Bengaluru.

BY AND BETWEEN

(A) **RUPTUB SOLUTIONS PVT. LTD.,** a private company limited by shares incorporated under the Companies Act, 2013 and having its registered office at Building No. II, 1st Floor, AMR Tech Park, Bommanahalli, Hosur Road, Bengaluru – 560068, India (the "**Company**");

AND

(B) **Akash Patnaik**, presently residing at **Hyderabad** (the "**Executive**")].

(The Company and the Executive are hereinafter collectively referred to as the "**Parties**" and, each, individually as a "**Party**").

WHEREAS the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms specified in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Employment:

(i) The Executive's employment will commence on and from **11th March 2019** (the "**Effective Date**") and shall continue unless terminated in accordance with this Agreement ("**Employment Period**"). The Executive understands and acknowledges that his/her employment with the Company may be terminated by the Company at any time, with or without Cause (defined below) in terms of this Agreement.

2. Designation and Place of Employment:

(i) During the Employment Period, the Executive shall occupy the position and perform the duties of the **Level 03 - Territory Sales Manager** of the Company or with titles, offices and authority as the Company may from time to time designate.

(ii) The Executive will be placed at the **Hyderabad** office of the Company at present, and will be required to travel as per the requirements of the business.

3. Remuneration:

(i) The Executive will be on Probation of three months. On successful completion of the probation period, you will be offered a full-time position at Treebo. The Executive shall be entitled to an all-inclusive remuneration of **INR 600000/-** per annum (Rupees Six Lakhs Only), of which **INR 500000/-** per annum (Rupees Five Lakhs Only) will be your Fixed Salary and **INR 100000/-** per annum (Rupees One Lakh Only) will be Performance Based Bonus, the breakup of which has been provided in Annexure - A to this Agreement.

(ii) The Finance department will inform the Executive of the detailed break-up of the

remuneration package considering the best tax and accounting practices, which may change from time to time. The Executive's annual increments will depend on his/her performance review which will be conducted periodically.

(iii) Expense Reimbursement

The Company shall promptly pay the reasonable, business-related expenses incurred by the Executive, that are authorized by the Company in advance in writing, in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Executive, shall promptly reimburse the Executive for such payment, provided that the Executive has properly accounted for the same in accordance with the Company policy, including without limitation, providing supporting documents.

(iv) Employment Benefits

The Executive shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's 'Employees Handbook'/'Standard Conditions for Employment'. However, in the event of the Executive's relocation or deputation to any affiliate/subsidiary within or outside of India, the Executive will be entitled to such leave as is availed by other employees of similar qualifications and designation at new location. All restructuring of leave and/or benefits will be documented separately in consultation with the Executive.

(v) Statutory Deductions, Withholding

a) Remuneration or benefits paid to the Executive shall be subject to all applicable statutory deductions including but not limited to income taxes, professional tax, provident fund, gratuity (as and when applicable) which Company shall pay to the government authority and any other deductions on the Executive's compensation or benefits as may from time to time be required by governmental authority. Notwithstanding anything contained in this Agreement, the Executive shall be solely responsible and liable for filing of personal income tax returns.

b) It is clarified that the Executive is required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of non-compliance by the Executive with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from the Executive's salary or other payments and the Executive shall allow the Company to comply with these requirements without objection.

4. Executive Undertakings, Commitments and Covenants

(i) The Executive agrees that he/she shall perform his / her duties and undertake his/her responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign

such duties and responsibilities.

(ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

(iii) The Executive undertakes, commits, agrees and covenants that during the Employment Period, he shall not render commercial or professional services or assume any commercial or executive responsibilities of whatsoever nature to, or be employed with, or provide consultation to, any person or organization or in any other entity, whether or not for pecuniary gain, without the prior written consent of the Company, and that he will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.

(iv) The Executive agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Period.

(v) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

(vi) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

(vii) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

(viii) **Training:**

a) As applicable, the Executive may be imparted training on his/her joining. The Company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training program. The Executive will not be allowed to start any work on any of the Company's work processes in case of the Executive's failure in the training program.

b) It is understood and agreed that the Executive's services can be discontinued without notice, in case of failure to complete the training.

c) The Executive acknowledges that during the term of his/her employment, the Executive may be provided other training as may be required by the Company for its business from time to time.

d) In case the Executive decides to terminate his/her services within one year of undertaking such training program, the Executive shall be required to reimburse such costs and expenses incurred by the Company in relation to such training programs.

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5. Ownership of Intellectual Property

(i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by the Executive, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company and/or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Executive performs for the Company (whether during normal business hours or other than during normal business hours) during the Executive's engagement by the Company, and includes work product that is known to the Executive by virtue of his or her employment with the Company.

(ii) All rights, title and interest in any intellectual property arising out of or in connection with the Executive's employment, whether or not developed within working hours, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.

(iii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by the Executive is and will be a work created in the course of the Executive's employment with the Company under this contract of service and therefore the Company is and will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by the Executive, then the Executive does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.

(iv) With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Executive does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.

(v) With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs, innovations, discoveries, inventions, improvements, computer programs, data, technology and any moral rights), the Executive does now for good and valuable consideration hereby irrevocably transfers, conveys and assigns to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Executive hereby warrants and represents that neither Executive nor

anyone claiming through Executive will have any rights to or at any time make any claim to such Intellectual Property.

(vi) With respect to all Intellectual Property, the Executive agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If the Executive does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Executive. This power of attorney is coupled with an interest and is irrevocable.

(vii) The Executive will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.

(viii) The Executive represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. The Executive will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their Executives and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties.
The Executive agrees that in the event the Executive develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other intellectual property right subsists in the course of his/her employment with the Company, he/she shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favor of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Executive does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company.

(ix) To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.

(x) The Executive agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

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6. Confidential Information

(i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties.

(ii) The Executive acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or such third parties, is critical to its business and that the Executive's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its affiliates, including without limitation, information regarding the following:

a) management, methods and operating techniques;
b) procedures and methods;
c) sales, advertising and marketing methods;
d) development and service methods;
e) business techniques;
f) information regarding customers and products;
g) information regarding employees and personnel;
h) training techniques, manuals and procedures;
i) hardware systems and software programs; and
j) information relating to the prior, current or contemplated products or services offered and information that the Executive has a reasonable basis to believe was accepted by the Company and / or its affiliates/subsidiaries from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

(iii) The Executive acknowledges that such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or its affiliates / subsidiaries with great effort and expense.

(iv) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, at any time, to any Person or Competitor of the Company/ affiliates; or use for any purpose, any Confidential Information other than such purposes as shall be required to fulfil the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(v) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(vi) The Executive shall return to the Company or to its nominees, Confidential Information, including copies thereof, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and

when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(vii) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she shall not access any databases or tables for purposes other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a) The Executive will not disclose his salary or any other compensation details to other Executives.
b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
c) The Executive will not copy Company data or any technical code to the Executive's personal or home computers and will use only Company provided equipment.
d) The Executive also understands that the Company may monitor and review which databases and tables the Executive has been accessing at any time without prior notice to the Executive.
e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.

(vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

7. Non-Competition and Non-Solicitation

(i) During the term of the Executive's engagement by the Company and for 2 (two) years thereafter (the "**Restricted Period**"), neither the Executive nor any of his/her affiliates shall, directly or indirectly, or together with any other person (including, any combination thereof or through or with any of their respective affiliates or any director of the Company or otherwise howsoever) engage in any acts of Competition. In agreeing

to this restriction on Competition, the Executive acknowledges that:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;

b) If the Executive were to participate in a business that competes with the Company, the Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by the Executive's engagement by the Company that it would be very difficult for the Executive not to rely on or use the Confidential Information; and

c) The Executive, and any entity in competition with the Company to which the Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, the Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in the Executive's work with such an entity.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

(iii) For the purpose of this Agreement, "**Competition**" means:

a) incorporating, promoting, joining, engaging in, entering into or associating themselves in any capacity whatsoever or being interested in or concerned in any manner with a competing business, in whatever form and wherever organized, to that of the business of the Company and / or any of its affiliates/subsidiaries as now or hereafter may be carried on (or agreeing to or entering into or participating in any negotiations or discussions to do all or any of the foregoing); or

b) investing in any manner in the capital or becoming a shareholder of all or any of the subsidiaries and / or any of their respective affiliates or in any joint venture or other entity in which the Company and / or its subsidiaries and / or any of their respective affiliates are involved, or collectively and / or individually initiating or engaging in any new activities that could be in competition with the business activities of the Company and / or its subsidiaries and / or any of their respective affiliates as now or hereafter may be carried on, through any vehicle other than the Company and / or its subsidiaries and / or any of their respective affiliates; or

c) Recruiting, soliciting, or inducing of any non-clerical executives of the Company or its affiliates or any advisor in the Company to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical executive of the Company or its affiliates or any person who within 6 (six) months before had been a non-clerical executive of the Company or any of its affiliates or any advisor to the Company;

d) Soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its

affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or

e) Soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.

f) Joining, working for, being employed with, providing consultation or services to, being associated with, or advising a competitor of the Company.

(iv) **Reasonableness:**

The Executive acknowledges that based on his unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and / or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and / or its affiliates/subsidiaries. The Executive acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Executive for the non-performance of any term or provision hereof.

8. Warranties and Indemnification

(i) The Executive represents and warrants to the Company that he is free to accept employment with the Company as contemplated herein, and he has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his acceptance, or full performance of his obligations, under this Agreement, or the exercise of his best efforts to his employment hereunder.

(ii) The Executive acknowledges that the employment is offered by the Company on the basis of the Executive having furnished to the Company all the documents as set out in Annexure - B.

(iii) The Executive shall defend, indemnify and hold the Company, its directors, affiliates, subsidiaries and agents harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Executive under this Agreement.

9. Remedies on Breach

(i) The Executive agrees that upon a material breach of this Agreement by the Executive and failure by the Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the

right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

(ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all of the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

(iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

10. Termination

Resignation by the Executive and Termination by the Company without Cause

(i) Either party is entitled to terminate this Agreement by a notice of **30 (Thirty)** days in writing or payment of base salary in lieu thereof. If such termination is by the Company and is without Cause (as defined in Clause 10(vi) below), notice pay will be calculated at the rate of Basic Salary for 30 (Thirty) days together with the Termination Dues (as defined in Clause 10(x) below).

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If the Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by the Executive in the aforesaid letter of resignation.

Termination for the Executive's Disability

(iv) If, in the sole opinion of the Company, the Executive is unable to carry out the responsibilities and functions of the position held by the Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate the Executive's employment, subject to applicable law.

Termination due to the Executive's Death

(v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Executive's legal heirs shall receive Termination Dues (as defined below).

Termination by the Company for Cause

(vi) The Executive's services may be terminated without any notice or liability, for the following causes ("**Cause**"):

a) An act of dishonesty or other willful misconduct by the Executive including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Executive of property of the Company or the commission or omission of an act or acts by the Executive constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company;

b) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;

c) Committing a serious or persistent breach or non-observance of any condition of the Executive's employment;

d) The breach of any representation or warranty made by the Executive under this Agreement;

e) The Executive's conviction of a crime, or the entering of any guilty plea in respect of such crime, for which the minimum punishment under applicable law is not less than one (1) year imprisonment, or any conviction for a crime involving fraud or the entering of any guilty plea in respect thereof;

f) Any act or omission by the Executive involving moral turpitude other than minor traffic violations;

g) Knowingly or repeatedly acting in excess of the Executive's powers or in contravention of the instructions of the management or the board;

h) Knowingly or repeatedly failing to perform the Executive's duties as set out herein;

i) Acting with gross or repeated incompetence or negligence to the material detriment of the Company; and

j) Gross or repeated contravention of the provisions of the Non Competition and Non-Solicitation Clause or the Confidential Information Clause hereof.

(vii) Any termination pursuant to Clause 10(vi) above shall be made in writing to the Executive, which notice shall set forth in as reasonable detail as practicable, all acts or omissions upon which the Company is relying for such termination for Cause.

(viii) If the Executive's employment is terminated for Cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Executive's employment or the determination thereof, including, without limitation, from out of and against such Termination Dues (defined in Clause 10(x) below) payable to the Executive upon his termination for Cause.

(ix) The Company shall have the right to suspend the Executive, for such period as may be

required, to investigate the Executive's conduct for any reason specified in Clause 10(vi) above and, if necessary, hold a disciplinary hearing.

Termination Dues

(x) In the event of termination of employment of the Executive for any of the reasons set out in this Clause, the Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Executive shall be entitled to receive statutory payments including any accrued leave to which the Executive may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**");

Provided further that any balance of advance or loan taken by the Executive from the Company or any other dues including training costs payable by the Executive, shall be fully recovered from the Executive's salary, at the time of the Executive leaving the services of the Company.

Notice ; Effective Date of Termination

(xi) Notwithstanding anything in this Agreement, the termination of the Executive's employment pursuant to this Agreement shall be effective:

a) immediately upon the expiry of the written notice delivered by one Party to the other Party in accordance with Clause 10(i);
b) immediately upon the expiry of the written notice delivered by the Company to the Executive in relation to the Executive's termination by reason of his having become disabled in accordance with Clause 10(iv);
c) immediately upon the delivery to the Executive of written notice of his termination for Cause in accordance with Clause 10(vi); or
d) immediately upon the death of the Executive.

11. Consequences of Termination

(i) The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the Company in its possession as per the instructions of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

(ii) The Executive agrees that, following notice of termination of his employment, he shall cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

(iii) The Executive further agrees that during and following the termination of his employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may relate to him or his employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

(iv) Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self incriminating as regards the Executive.

(v) The Executive agrees that in the event of any termination of his/her employment with the employer for any reason, within 1 (one) year from the date of his/her joining the Company, the Executive shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for the Executive towards additional benefits. The Executive agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the Executive post termination in addition to its rights to proceed with recovery claims against such Executive if the amount is not fully recovered when due at the cost of the Executive.

12. Binding Agreement

(i) Subject to the provisions of this Clause 12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

(ii) The Parties understand that the obligations of the Executive are personal and shall not be assigned by him.

13. Amendment

(i) This Agreement and the agreements and documents referred to herein contain the entire understanding of the Executive and the Company with respect to the employment of the Executive by the Company and supersede any and all prior understandings, written or oral, between the Executive and the Company and between the Executive and any affiliate/subsidiary or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.

(ii) This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Executive and a duly authorized officer of the Company.

14. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to

the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

15. Governing Law and Jurisdiction

(i) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

(ii) All disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the Company and the Executive and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in the English language.

(iii) Pending resolution of any dispute by the arbitrator in accordance with Clause 15(ii), the Parties shall have the right to apply to a court of competent jurisdiction in Bengaluru, to obtain interim injunctive relief in respect of such dispute.

16. Miscellaneous

(i) Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (a) when delivered if sent by hand delivery; or (b) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (c) upon transmission and electronic confirmation of receipt, if sent via facsimile or electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other.

(ii) No delay or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

(iii) By entering into this Agreement, the Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Executive has been provided with an opportunity to consult with the Executive's own counsel with respect to this Agreement.

(iv) Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Executive against any amount payable at any time by the Company to the Executive pursuant to this Agreement.

(v) The requirements and covenants of Clause 5 (Ownership of Intellectual Property), Clause 6 (Confidential Information), Clause 7 (Non-Competition and Non-Solicitation), Clause 8

(Warranties and Indemnification), Clause 11 (Consequences of Termination), Clause 12 (Binding Agreement), Clause 14 (Severability), Clause 15 (Governing Law and Arbitration) and Clause 16 (Miscellaneous) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Executive's employment with the Company.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

treebo

ANNEXURE A

Compensation Breakup	
Basic Salary	200000
House Rent Allowance	80000
Special Allowance	198400
Provident Fund Employer Contribution	21600
Fixed Compensation (I)	500000
Performance Based Bonus @ 100% Achievement (II)	100000
Total Annual Earnings (I) + (II)	600000
Gratuity	As per Payment of Gratuity Act,1972

Note:

1. The actual quantum of Performance Based Bonus can be scaled up to 150% upon the offered amount which is calculated based on the rating obtained in the performance review cycle.
2. Performance bonus is not payable on a prorated basis in the event of employee leaving the organisation prior to the completion of annual performance review cycle.
3. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non-taxable against specified IT Provisions
4. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.
5. Both Employers and Employee PF contribution is part of CTC.
6. Income Tax deduction; as per Income Tax rules, based on relevant sections of Income Tax Act.
7. Professional Tax deduction will be applicable as per Hyderabad Professional Tax laws.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

ANNEXURE B

Requirements for joining

Please bring with you the following documents on the day you join.

1. 4 Passport sized photographs
2. Photocopy of Proof of Date of Birth (Birth Certificate/Passport)
3. Photocopy of Proof of Address (Ration Card, Voters ID)
4. Photocopies of Educational Qualifications
5. Relieving Letter from Last Employer
6. Photocopy of last drawn Salary Slip (2 months)
7. PAN Card Copy

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

torrent GAS

TGL/CGD/73

April 15, 2019

Ms. Deepa Kunjal (MT-19-IBS-11)
ICFAI Business School,
Donthanapally, Shankarapalli, Hyderabad
Telangana - 501 203

Dear Deepa,

Sub: Offer of facility of training as Management Trainee – 2019

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager".** The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination (MBA - Mktg) and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to Mahesh Gas limited or any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later and you are required to report at Central HR Department, Naranpura Zonal Office, Sola Cross Road, Ahmedabad. Please contact Ms. Nidhi Pandya, Assistant Manager (HR), Mobile No.9227520003, E-mail ID:nidhibhatt@torrentpower.com for the joining formalities to be completed and any other information or clarifications you may need.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

MT-19-IBS-11

03rd March 2019

To
Noopur Agarwal
Bengaluru

Offer of Employment

Dear **Noopur**,

We are pleased to offer you the position of **Level 03 - Territory Sales Manager** at Ruptub Solutions Pvt. Ltd. ("the **Company**") with effect from **11th March 2019**, on the terms and conditions contained in the employment agreement to be executed between the Company and you, and enclosed with this offer letter ("**Employment Agreement**").

Your continued employment with the Company is subject to successfully submitting all valid documents listed in Annexure - B of the Employment Agreement within 3 (Three) days of joining. The Company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of this offer letter successfully, or if there is a discrepancy in the documents submitted, the Company reserves the right to terminate your employment with immediate effect.

Please return the duplicate copy of this letter and the Employment Agreement signed by you in token of your acceptance of our offer within **03 (Three) days** of receiving it.

We welcome you on board and wish to create personal wealth and prosperity for each other.

With Best Regards,

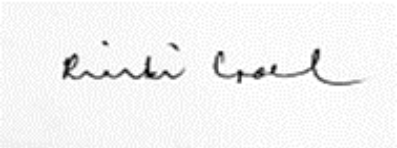

Human Resource
Ruptub Solutions Private Limited

Accepted the contract of employment, on the above terms and conditions:

_____
Noopur Agarwal

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

treebo

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made and executed on this **03rd March 2019**, at Bengaluru.

BY AND BETWEEN

(A) **RUPTUB SOLUTIONS PVT. LTD.,** a private company limited by shares incorporated under the Companies Act, 2013 and having its registered office at Building No. II, 1st Floor, AMR Tech Park, Bommanahalli, Hosur Road, Bengaluru – 560068, India (the "**Company**");

AND

(B) **Noopur Agarwal**, presently residing at **Bengaluru** (the "**Executive**")].

(The Company and the Executive are hereinafter collectively referred to as the "**Parties**" and, each, individually as a "**Party**").

WHEREAS the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms specified in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Employment:

(i) The Executive's employment will commence on and from **11th March 2019** (the "**Effective Date**") and shall continue unless terminated in accordance with this Agreement ("**Employment Period**"). The Executive understands and acknowledges that his/her employment with the Company may be terminated by the Company at any time, with or without Cause (defined below) in terms of this Agreement.

2. Designation and Place of Employment:

(i) During the Employment Period, the Executive shall occupy the position and perform the duties of the **Level 03 - Territory Sales Manager** of the Company or with titles, offices and authority as the Company may from time to time designate.

(ii) The Executive will be placed at the **Bengaluru** office of the Company at present, and will be required to travel as per the requirements of the business.

3. Remuneration:

(i) The Executive will be on Probation of three months. On successful completion of the probation period, you will be offered a full-time position at Treebo. The Executive shall be entitled to an all-inclusive remuneration of **INR 600000/-** per annum (Rupees Six Lakhs Only), of which **INR 500000/-** per annum (Rupees Five Lakhs Only) will be your Fixed Salary and **INR 100000/-** per annum (Rupees One Lakh Only) will be Performance Based Bonus, the breakup of which has been provided in Annexure - A to this Agreement.

(ii) The Finance department will inform the Executive of the detailed break-up of the

remuneration package considering the best tax and accounting practices, which may change from time to time. The Executive's annual increments will depend on his/her performance review which will be conducted periodically.

(iii) Expense Reimbursement

The Company shall promptly pay the reasonable, business-related expenses incurred by the Executive, that are authorized by the Company in advance in writing, in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Executive, shall promptly reimburse the Executive for such payment, provided that the Executive has properly accounted for the same in accordance with the Company policy, including without limitation, providing supporting documents.

(iv) Employment Benefits

The Executive shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's 'Employees Handbook'/'Standard Conditions for Employment'. However, in the event of the Executive's relocation or deputation to any affiliate/subsidiary within or outside of India, the Executive will be entitled to such leave as is availed by other employees of similar qualifications and designation at new location. All restructuring of leave and/or benefits will be documented separately in consultation with the Executive.

(v) Statutory Deductions, Withholding

a) Remuneration or benefits paid to the Executive shall be subject to all applicable statutory deductions including but not limited to income taxes, professional tax, provident fund, gratuity (as and when applicable) which Company shall pay to the government authority and any other deductions on the Executive's compensation or benefits as may from time to time be required by governmental authority. Notwithstanding anything contained in this Agreement, the Executive shall be solely responsible and liable for filing of personal income tax returns.

b) It is clarified that the Executive is required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of non-compliance by the Executive with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from the Executive's salary or other payments and the Executive shall allow the Company to comply with these requirements without objection.

4. Executive Undertakings, Commitments and Covenants

(i) The Executive agrees that he/she shall perform his / her duties and undertake his/her responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign

such duties and responsibilities.

(ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

(iii) The Executive undertakes, commits, agrees and covenants that during the Employment Period, he shall not render commercial or professional services or assume any commercial or executive responsibilities of whatsoever nature to, or be employed with, or provide consultation to, any person or organization or in any other entity, whether or not for pecuniary gain, without the prior written consent of the Company, and that he will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.

(iv) The Executive agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Period.

(v) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

(vi) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

(vii) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

(viii) **Training:**

a) As applicable, the Executive may be imparted training on his/her joining. The Company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training program. The Executive will not be allowed to start any work on any of the Company's work processes in case of the Executive's failure in the training program.

b) It is understood and agreed that the Executive's services can be discontinued without notice, in case of failure to complete the training.

c) The Executive acknowledges that during the term of his/her employment, the Executive may be provided other training as may be required by the Company for its business from time to time.

d) In case the Executive decides to terminate his/her services within one year of undertaking such training program, the Executive shall be required to reimburse such costs and expenses incurred by the Company in relation to such training programs.

5. Ownership of Intellectual Property

(i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by the Executive, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company and/or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Executive performs for the Company (whether during normal business hours or other than during normal business hours) during the Executive's engagement by the Company, and includes work product that is known to the Executive by virtue of his or her employment with the Company.

(ii) All rights, title and interest in any intellectual property arising out of or in connection with the Executive's employment, whether or not developed within working hours, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.

(iii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by the Executive is and will be a work created in the course of the Executive's employment with the Company under this contract of service and therefore the Company is and will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by the Executive, then the Executive does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.

(iv) With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Executive does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.

(v) With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs, innovations, discoveries, inventions, improvements, computer programs, data, technology and any moral rights), the Executive does now for good and valuable consideration hereby irrevocably transfers, conveys and assigns to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Executive hereby warrants and represents that neither Executive nor anyone claiming through Executive will have any rights to or at any time make any claim to such Intellectual Property.

(vi) With respect to all Intellectual Property, the Executive agrees to execute all documents

and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If the Executive does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Executive. This power of attorney is coupled with an interest and is irrevocable.

(vii) The Executive will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.

(viii) The Executive represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. The Executive will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their Executives and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties.
The Executive agrees that in the event the Executive develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other intellectual property right subsists in the course of his/her employment with the Company, he/she shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favor of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Executive does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company.

(ix) To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.

(x) The Executive agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

6. Confidential Information

(i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties.

(ii) The Executive acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or such third parties, is critical to its business and that the Executive's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its affiliates, including without limitation, information regarding the following:

a) management, methods and operating techniques;
b) procedures and methods;
c) sales, advertising and marketing methods;
d) development and service methods;
e) business techniques;
f) information regarding customers and products;
g) information regarding employees and personnel;
h) training techniques, manuals and procedures;
i) hardware systems and software programs; and
j) information relating to the prior, current or contemplated products or services offered and information that the Executive has a reasonable basis to believe was accepted by the Company and / or its affiliates/subsidiaries from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

(iii) The Executive acknowledges that such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or its affiliates / subsidiaries with great effort and expense.

(iv) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, at any time, to any Person or Competitor of the Company/ affiliates; or use for any purpose, any Confidential Information other than such purposes as shall be required to fulfil the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(v) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(vi) The Executive shall return to the Company or to its nominees, Confidential Information, including copies thereof, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery

of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(vii) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she shall not access any databases or tables for purposes other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a) The Executive will not disclose his salary or any other compensation details to other Executives.
b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
c) The Executive will not copy Company data or any technical code to the Executive's personal or home computers and will use only Company provided equipment.
d) The Executive also understands that the Company may monitor and review which databases and tables the Executive has been accessing at any time without prior notice to the Executive.
e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.

(vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

7. Non-Competition and Non-Solicitation

(i) During the term of the Executive's engagement by the Company and for 2 (two) years thereafter (the "**Restricted Period**"), neither the Executive nor any of his/her affiliates shall, directly or indirectly, or together with any other person (including, any combination thereof or through or with any of their respective affiliates or any director of the Company or otherwise howsoever) engage in any acts of Competition. In agreeing to this restriction on Competition, the Executive acknowledges that:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;

b) If the Executive were to participate in a business that competes with the Company, the Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by the Executive's engagement by the Company that it would be very difficult for the Executive not to rely on or use the Confidential Information; and

c) The Executive, and any entity in competition with the Company to which the Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, the Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in the Executive's work with such an entity.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

(iii) For the purpose of this Agreement, "**Competition**" means:

a) incorporating, promoting, joining, engaging in, entering into or associating themselves in any capacity whatsoever or being interested in or concerned in any manner with a competing business, in whatever form and wherever organized, to that of the business of the Company and / or any of its affiliates/subsidiaries as now or hereafter may be carried on (or agreeing to or entering into or participating in any negotiations or discussions to do all or any of the foregoing); or

b) investing in any manner in the capital or becoming a shareholder of all or any of the subsidiaries and / or any of their respective affiliates or in any joint venture or other entity in which the Company and / or its subsidiaries and / or any of their respective affiliates are involved, or collectively and / or individually initiating or engaging in any new activities that could be in competition with the business activities of the Company and / or its subsidiaries and / or any of their respective affiliates as now or hereafter may be carried on, through any vehicle other than the Company and / or its subsidiaries and / or any of their respective affiliates; or

c) Recruiting, soliciting, or inducing of any non-clerical executives of the Company or its affiliates or any advisor in the Company to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical executive of the Company or its affiliates or any person who within 6 (six) months before had been a non-clerical executive of the Company or any of its affiliates or any advisor to the Company;

d) Soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or

e) Soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.

f) Joining, working for, being employed with, providing consultation or services to, being associated with, or advising a competitor of the Company.

(iv) **Reasonableness:**

The Executive acknowledges that based on his unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and / or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and / or its affiliates/subsidiaries. The Executive acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Executive for the non-performance of any term or provision hereof.

8. Warranties and Indemnification

(i) The Executive represents and warrants to the Company that he is free to accept employment with the Company as contemplated herein, and he has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his acceptance, or full performance of his obligations, under this Agreement, or the exercise of his best efforts to his employment hereunder.

(ii) The Executive acknowledges that the employment is offered by the Company on the basis of the Executive having furnished to the Company all the documents as set out in Annexure - B.

(iii) The Executive shall defend, indemnify and hold the Company, its directors, affiliates, subsidiaries and agents harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Executive under this Agreement.

9. Remedies on Breach

(i) The Executive agrees that upon a material breach of this Agreement by the Executive and failure by the Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

(ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all of the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

(iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

10. Termination

Resignation by the Executive and Termination by the Company without Cause

(i) Either party is entitled to terminate this Agreement by a notice of **30 (Thirty)** days in writing or payment of base salary in lieu thereof. If such termination is by the Company and is without Cause (as defined in Clause 10(vi) below), notice pay will be calculated at the rate of Basic Salary for 30 (Thirty) days together with the Termination Dues (as defined in Clause 10(x) below).

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If the Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by the Executive in the aforesaid letter of resignation.

Termination for the Executive's Disability

(iv) If, in the sole opinion of the Company, the Executive is unable to carry out the responsibilities and functions of the position held by the Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate the Executive's employment, subject to applicable law.

Termination due to the Executive's Death

(v) This Agreement will terminate forthwith upon the Executive's death and the

Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Executive's legal heirs shall receive Termination Dues (as defined below).

Termination by the Company for Cause

(vi) The Executive's services may be terminated without any notice or liability, for the following causes ("**Cause**"):

a) An act of dishonesty or other willful misconduct by the Executive including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Executive of property of the Company or the commission or omission of an act or acts by the Executive constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company;

b) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;

c) Committing a serious or persistent breach or non-observance of any condition of the Executive's employment;

d) The breach of any representation or warranty made by the Executive under this Agreement;

e) The Executive's conviction of a crime, or the entering of any guilty plea in respect of such crime, for which the minimum punishment under applicable law is not less than one (1) year imprisonment, or any conviction for a crime involving fraud or the entering of any guilty plea in respect thereof;

f) Any act or omission by the Executive involving moral turpitude other than minor traffic violations;

g) Knowingly or repeatedly acting in excess of the Executive's powers or in contravention of the instructions of the management or the board;

h) Knowingly or repeatedly failing to perform the Executive's duties as set out herein;

i) Acting with gross or repeated incompetence or negligence to the material detriment of the Company; and

j) Gross or repeated contravention of the provisions of the Non Competition and Non-Solicitation Clause or the Confidential Information Clause hereof.

(vii) Any termination pursuant to Clause 10(vi) above shall be made in writing to the Executive, which notice shall set forth in as reasonable detail as practicable, all acts or omissions upon which the Company is relying for such termination for Cause.

(viii) If the Executive's employment is terminated for Cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Executive's employment or the determination thereof, including, without limitation, from out of and against such Termination Dues (defined in Clause 10(x) below) payable to the Executive upon his termination for Cause.

(ix) The Company shall have the right to suspend the Executive, for such period as may be required, to investigate the Executive's conduct for any reason specified in Clause 10(vi) above and, if necessary, hold a disciplinary hearing.

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Termination Dues

(x) In the event of termination of employment of the Executive for any of the reasons set out in this Clause, the Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Executive shall be entitled to receive statutory payments including any accrued leave to which the Executive may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**");

Provided further that any balance of advance or loan taken by the Executive from the Company or any other dues including training costs payable by the Executive, shall be fully recovered from the Executive's salary, at the time of the Executive leaving the services of the Company.

Notice ; Effective Date of Termination

(xi) Notwithstanding anything in this Agreement, the termination of the Executive's employment pursuant to this Agreement shall be effective:

a) immediately upon the expiry of the written notice delivered by one Party to the other Party in accordance with Clause 10(i);
b) immediately upon the expiry of the written notice delivered by the Company to the Executive in relation to the Executive's termination by reason of his having become disabled in accordance with Clause 10(iv);
c) immediately upon the delivery to the Executive of written notice of his termination for Cause in accordance with Clause 10(vi); or
d) immediately upon the death of the Executive.

11. Consequences of Termination

(i) The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the Company in its possession as per the instructions of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

(ii) The Executive agrees that, following notice of termination of his employment, he shall cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

(iii) The Executive further agrees that during and following the termination of his employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may

relate to him or his employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

(iv) Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self incriminating as regards the Executive.

(v) The Executive agrees that in the event of any termination of his/her employment with the employer for any reason, within 1 (one) year from the date of his/her joining the Company, the Executive shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for the Executive towards additional benefits. The Executive agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the Executive post termination in addition to its rights to proceed with recovery claims against such Executive if the amount is not fully recovered when due at the cost of the Executive.

12. Binding Agreement

(i) Subject to the provisions of this Clause 12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

(ii) The Parties understand that the obligations of the Executive are personal and shall not be assigned by him.

13. Amendment

(i) This Agreement and the agreements and documents referred to herein contain the entire understanding of the Executive and the Company with respect to the employment of the Executive by the Company and supersede any and all prior understandings, written or oral, between the Executive and the Company and between the Executive and any affiliate/subsidiary or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.

(ii) This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Executive and a duly authorized officer of the Company.

14. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

15. Governing Law and Jurisdiction

(i) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

(ii) All disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the Company and the Executive and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in the English language.

(iii) Pending resolution of any dispute by the arbitrator in accordance with Clause 15(ii), the Parties shall have the right to apply to a court of competent jurisdiction in Bengaluru, to obtain interim injunctive relief in respect of such dispute.

16. Miscellaneous

(i) Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (a) when delivered if sent by hand delivery; or (b) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (c) upon transmission and electronic confirmation of receipt, if sent via facsimile or electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other.

(ii) No delay or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

(iii) By entering into this Agreement, the Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Executive has been provided with an opportunity to consult with the Executive's own counsel with respect to this Agreement.

(iv) Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Executive against any amount payable at any time by the Company to the Executive pursuant to this Agreement.

(v) The requirements and covenants of Clause 5 (Ownership of Intellectual Property), Clause 6 (Confidential Information), Clause 7 (Non-Competition and Non-Solicitation), Clause 8 (Warranties and Indemnification), Clause 11 (Consequences of Termination), Clause 12 (Binding Agreement), Clause 14 (Severability), Clause 15 (Governing Law and Arbitration) and Clause 16 (Miscellaneous) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the

termination of this Agreement and the termination of the Executive's employment with the Company.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

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ANNEXURE A

Compensation Breakup	
Basic Salary	200000
House Rent Allowance	80000
Special Allowance	198400
Provident Fund Employer Contribution	21600
Fixed Compensation (I)	500000
Performance Based Bonus @ 100% Achievement (II)	100000
Total Annual Earnings (I) + (II)	600000
Gratuity	As per Payment of Gratuity Act,1972

Note:

1. The actual quantum of Performance Based Bonus can be scaled up to 150% upon the offered amount which is calculated based on the rating obtained in the performance review cycle.
2. Performance bonus is not payable on a prorated basis in the event of employee leaving the organisation prior to the completion of annual performance review cycle.
3. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non-taxable against specified IT Provisions
4. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.
5. Both Employers and Employee PF contribution is part of CTC.
6. Income Tax deduction; as per Income Tax rules, based on relevant sections of Income Tax Act.
7. Professional Tax deduction will be applicable as per Karnataka Professional Tax laws.

Treebo Corporate Office, AMR Tech Park,
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ANNEXURE B

Requirements for joining

Please bring with you the following documents on the day you join.

1. 4 Passport sized photographs
2. Photocopy of Proof of Date of Birth (Birth Certificate/Passport)
3. Photocopy of Proof of Address (Ration Card, Voters ID)
4. Photocopies of Educational Qualifications
5. Relieving Letter from Last Employer
6. Photocopy of last drawn Salary Slip (2 months)
7. PAN Card Copy

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

03rd March 2019

To
Padamati Himaja
Hyderabad

Offer of Employment

Dear **Padamati**,

We are pleased to offer you the position of **Level 03 - Territory Sales Manager** at Ruptub Solutions Pvt. Ltd. ("the **Company**") with effect from **11th March 2019**, on the terms and conditions contained in the employment agreement to be executed between the Company and you, and enclosed with this offer letter ("**Employment Agreement**").

Your continued employment with the Company is subject to successfully submitting all valid documents listed in Annexure - B of the Employment Agreement within 3 (Three) days of joining. The Company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of this offer letter successfully, or if there is a discrepancy in the documents submitted, the Company reserves the right to terminate your employment with immediate effect.

Please return the duplicate copy of this letter and the Employment Agreement signed by you in token of your acceptance of our offer within **03 (Three) days** of receiving it.

We welcome you on board and wish to create personal wealth and prosperity for each other.

With Best Regards,

Human Resource
Ruptub Solutions Private Limited

Accepted the contract of employment, on the above terms and conditions:

_____
Padamati Himaja

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made and executed on this **03rd March 2019**, at Bengaluru.

BY AND BETWEEN

(A) **RUPTUB SOLUTIONS PVT. LTD.,** a private company limited by shares incorporated under the Companies Act, 2013 and having its registered office at Building No. II, 1st Floor, AMR Tech Park, Bommanahalli, Hosur Road, Bengaluru – 560068, India (the "**Company**");

AND

(B) **Padamati Himaja**, presently residing at **Hyderabad** (the "**Executive**")].

(The Company and the Executive are hereinafter collectively referred to as the "**Parties**" and, each, individually as a "**Party**").

WHEREAS the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms specified in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Employment:

(i) The Executive's employment will commence on and from **11th March 2019** (the "**Effective Date**") and shall continue unless terminated in accordance with this Agreement ("**Employment Period**"). The Executive understands and acknowledges that his/her employment with the Company may be terminated by the Company at any time, with or without Cause (defined below) in terms of this Agreement.

2. Designation and Place of Employment:

(i) During the Employment Period, the Executive shall occupy the position and perform the duties of the **Level 03 - Territory Sales Manager** of the Company or with titles, offices and authority as the Company may from time to time designate.

(ii) The Executive will be placed at the **Hyderabad** office of the Company at present, and will be required to travel as per the requirements of the business.

3. Remuneration:

(i) The Executive will be on Probation of three months. On successful completion of the probation period, you will be offered a full-time position at Treebo. The Executive shall be entitled to an all-inclusive remuneration of **INR 600000/-** per annum (Rupees Six Lakhs Only), of which **INR 500000/-** per annum (Rupees Five Lakhs Only) will be your Fixed Salary and **INR 100000/-** per annum (Rupees One Lakh Only) will be Performance Based Bonus, the breakup of which has been provided in Annexure - A to this Agreement.

(ii) The Finance department will inform the Executive of the detailed break-up of the

remuneration package considering the best tax and accounting practices, which may change from time to time. The Executive's annual increments will depend on his/her performance review which will be conducted periodically.

(iii) Expense Reimbursement

The Company shall promptly pay the reasonable, business-related expenses incurred by the Executive, that are authorized by the Company in advance in writing, in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Executive, shall promptly reimburse the Executive for such payment, provided that the Executive has properly accounted for the same in accordance with the Company policy, including without limitation, providing supporting documents.

(iv) Employment Benefits

The Executive shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's 'Employees Handbook'/'Standard Conditions for Employment'. However, in the event of the Executive's relocation or deputation to any affiliate/subsidiary within or outside of India, the Executive will be entitled to such leave as is availed by other employees of similar qualifications and designation at new location. All restructuring of leave and/or benefits will be documented separately in consultation with the Executive.

(v) Statutory Deductions, Withholding

a) Remuneration or benefits paid to the Executive shall be subject to all applicable statutory deductions including but not limited to income taxes, professional tax, provident fund, gratuity (as and when applicable) which Company shall pay to the government authority and any other deductions on the Executive's compensation or benefits as may from time to time be required by governmental authority. Notwithstanding anything contained in this Agreement, the Executive shall be solely responsible and liable for filing of personal income tax returns.

b) It is clarified that the Executive is required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of non-compliance by the Executive with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from the Executive's salary or other payments and the Executive shall allow the Company to comply with these requirements without objection.

4. Executive Undertakings, Commitments and Covenants

(i) The Executive agrees that he/she shall perform his / her duties and undertake his/her responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign

such duties and responsibilities.

(ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

(iii) The Executive undertakes, commits, agrees and covenants that during the Employment Period, he shall not render commercial or professional services or assume any commercial or executive responsibilities of whatsoever nature to, or be employed with, or provide consultation to, any person or organization or in any other entity, whether or not for pecuniary gain, without the prior written consent of the Company, and that he will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.

(iv) The Executive agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Period.

(v) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

(vi) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

(vii) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

(viii) **Training:**

a) As applicable, the Executive may be imparted training on his/her joining. The Company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training program. The Executive will not be allowed to start any work on any of the Company's work processes in case of the Executive's failure in the training program.

b) It is understood and agreed that the Executive's services can be discontinued without notice, in case of failure to complete the training.

c) The Executive acknowledges that during the term of his/her employment, the Executive may be provided other training as may be required by the Company for its business from time to time.

d) In case the Executive decides to terminate his/her services within one year of undertaking such training program, the Executive shall be required to reimburse such costs and expenses incurred by the Company in relation to such training programs.

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5. Ownership of Intellectual Property

(i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by the Executive, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company and/or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Executive performs for the Company (whether during normal business hours or other than during normal business hours) during the Executive's engagement by the Company, and includes work product that is known to the Executive by virtue of his or her employment with the Company.

(ii) All rights, title and interest in any intellectual property arising out of or in connection with the Executive's employment, whether or not developed within working hours, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.

(iii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by the Executive is and will be a work created in the course of the Executive's employment with the Company under this contract of service and therefore the Company is and will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by the Executive, then the Executive does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.

(iv) With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Executive does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.

(v) With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs, innovations, discoveries, inventions, improvements, computer programs, data, technology and any moral rights), the Executive does now for good and valuable consideration hereby irrevocably transfers, conveys and assigns to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Executive hereby warrants and represents that neither Executive nor

anyone claiming through Executive will have any rights to or at any time make any claim to such Intellectual Property.

(vi) With respect to all Intellectual Property, the Executive agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If the Executive does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Executive. This power of attorney is coupled with an interest and is irrevocable.

(vii) The Executive will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.

(viii) The Executive represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. The Executive will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their Executives and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties.
The Executive agrees that in the event the Executive develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other intellectual property right subsists in the course of his/her employment with the Company, he/she shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favor of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Executive does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company.

(ix) To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.

(x) The Executive agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

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6. Confidential Information

(i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties.

(ii) The Executive acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or such third parties, is critical to its business and that the Executive's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its affiliates, including without limitation, information regarding the following:

a) management, methods and operating techniques;
b) procedures and methods;
c) sales, advertising and marketing methods;
d) development and service methods;
e) business techniques;
f) information regarding customers and products;
g) information regarding employees and personnel;
h) training techniques, manuals and procedures;
i) hardware systems and software programs; and
j) information relating to the prior, current or contemplated products or services offered and information that the Executive has a reasonable basis to believe was accepted by the Company and / or its affiliates/subsidiaries from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

(iii) The Executive acknowledges that such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or its affiliates / subsidiaries with great effort and expense.

(iv) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, at any time, to any Person or Competitor of the Company/ affiliates; or use for any purpose, any Confidential Information other than such purposes as shall be required to fulfil the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(v) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(vi) The Executive shall return to the Company or to its nominees, Confidential Information, including copies thereof, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and

when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(vii) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she shall not access any databases or tables for purposes other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a) The Executive will not disclose his salary or any other compensation details to other Executives.
b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
c) The Executive will not copy Company data or any technical code to the Executive's personal or home computers and will use only Company provided equipment.
d) The Executive also understands that the Company may monitor and review which databases and tables the Executive has been accessing at any time without prior notice to the Executive.
e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.

(vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

7. Non-Competition and Non-Solicitation

(i) During the term of the Executive's engagement by the Company and for 2 (two) years thereafter (the "**Restricted Period**"), neither the Executive nor any of his/her affiliates shall, directly or indirectly, or together with any other person (including, any combination thereof or through or with any of their respective affiliates or any director of the Company or otherwise howsoever) engage in any acts of Competition. In agreeing

to this restriction on Competition, the Executive acknowledges that:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;

b) If the Executive were to participate in a business that competes with the Company, the Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by the Executive's engagement by the Company that it would be very difficult for the Executive not to rely on or use the Confidential Information; and

c) The Executive, and any entity in competition with the Company to which the Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, the Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in the Executive's work with such an entity.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

(iii) For the purpose of this Agreement, "**Competition**" means:

a) incorporating, promoting, joining, engaging in, entering into or associating themselves in any capacity whatsoever or being interested in or concerned in any manner with a competing business, in whatever form and wherever organized, to that of the business of the Company and / or any of its affiliates/subsidiaries as now or hereafter may be carried on (or agreeing to or entering into or participating in any negotiations or discussions to do all or any of the foregoing); or

b) investing in any manner in the capital or becoming a shareholder of all or any of the subsidiaries and / or any of their respective affiliates or in any joint venture or other entity in which the Company and / or its subsidiaries and / or any of their respective affiliates are involved, or collectively and / or individually initiating or engaging in any new activities that could be in competition with the business activities of the Company and / or its subsidiaries and / or any of their respective affiliates as now or hereafter may be carried on, through any vehicle other than the Company and / or its subsidiaries and / or any of their respective affiliates; or

c) Recruiting, soliciting, or inducing of any non-clerical executives of the Company or its affiliates or any advisor in the Company to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical executive of the Company or its affiliates or any person who within 6 (six) months before had been a non-clerical executive of the Company or any of its affiliates or any advisor to the Company;

d) Soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its

affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or

e) Soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.

f) Joining, working for, being employed with, providing consultation or services to, being associated with, or advising a competitor of the Company.

(iv) **Reasonableness:**

The Executive acknowledges that based on his unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and / or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and / or its affiliates/subsidiaries. The Executive acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Executive for the non-performance of any term or provision hereof.

8. Warranties and Indemnification

(i) The Executive represents and warrants to the Company that he is free to accept employment with the Company as contemplated herein, and he has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his acceptance, or full performance of his obligations, under this Agreement, or the exercise of his best efforts to his employment hereunder.

(ii) The Executive acknowledges that the employment is offered by the Company on the basis of the Executive having furnished to the Company all the documents as set out in Annexure - B.

(iii) The Executive shall defend, indemnify and hold the Company, its directors, affiliates, subsidiaries and agents harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Executive under this Agreement.

9. Remedies on Breach

(i) The Executive agrees that upon a material breach of this Agreement by the Executive and failure by the Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the

right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

(ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all of the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

(iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

10. Termination

Resignation by the Executive and Termination by the Company without Cause

(i) Either party is entitled to terminate this Agreement by a notice of **30 (Thirty)** days in writing or payment of base salary in lieu thereof. If such termination is by the Company and is without Cause (as defined in Clause 10(vi) below), notice pay will be calculated at the rate of Basic Salary for 30 (Thirty) days together with the Termination Dues (as defined in Clause 10(x) below).

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If the Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by the Executive in the aforesaid letter of resignation.

Termination for the Executive's Disability

(iv) If, in the sole opinion of the Company, the Executive is unable to carry out the responsibilities and functions of the position held by the Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate the Executive's employment, subject to applicable law.

Termination due to the Executive's Death

(v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Executive's legal heirs shall receive Termination Dues (as defined below).

Termination by the Company for Cause

(vi) The Executive's services may be terminated without any notice or liability, for the following causes ("**Cause**"):

a) An act of dishonesty or other willful misconduct by the Executive including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Executive of property of the Company or the commission or omission of an act or acts by the Executive constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company;

b) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;

c) Committing a serious or persistent breach or non-observance of any condition of the Executive's employment;

d) The breach of any representation or warranty made by the Executive under this Agreement;

e) The Executive's conviction of a crime, or the entering of any guilty plea in respect of such crime, for which the minimum punishment under applicable law is not less than one (1) year imprisonment, or any conviction for a crime involving fraud or the entering of any guilty plea in respect thereof;

f) Any act or omission by the Executive involving moral turpitude other than minor traffic violations;

g) Knowingly or repeatedly acting in excess of the Executive's powers or in contravention of the instructions of the management or the board;

h) Knowingly or repeatedly failing to perform the Executive's duties as set out herein;

i) Acting with gross or repeated incompetence or negligence to the material detriment of the Company; and

j) Gross or repeated contravention of the provisions of the Non Competition and Non-Solicitation Clause or the Confidential Information Clause hereof.

(vii) Any termination pursuant to Clause 10(vi) above shall be made in writing to the Executive, which notice shall set forth in as reasonable detail as practicable, all acts or omissions upon which the Company is relying for such termination for Cause.

(viii) If the Executive's employment is terminated for Cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Executive's employment or the determination thereof, including, without limitation, from out of and against such Termination Dues (defined in Clause 10(x) below) payable to the Executive upon his termination for Cause.

(ix) The Company shall have the right to suspend the Executive, for such period as may be

required, to investigate the Executive's conduct for any reason specified in Clause 10(vi) above and, if necessary, hold a disciplinary hearing.

Termination Dues

(x) In the event of termination of employment of the Executive for any of the reasons set out in this Clause, the Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Executive shall be entitled to receive statutory payments including any accrued leave to which the Executive may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**");

Provided further that any balance of advance or loan taken by the Executive from the Company or any other dues including training costs payable by the Executive, shall be fully recovered from the Executive's salary, at the time of the Executive leaving the services of the Company.

Notice ; Effective Date of Termination

(xi) Notwithstanding anything in this Agreement, the termination of the Executive's employment pursuant to this Agreement shall be effective:

a) immediately upon the expiry of the written notice delivered by one Party to the other Party in accordance with Clause 10(i);
b) immediately upon the expiry of the written notice delivered by the Company to the Executive in relation to the Executive's termination by reason of his having become disabled in accordance with Clause 10(iv);
c) immediately upon the delivery to the Executive of written notice of his termination for Cause in accordance with Clause 10(vi); or
d) immediately upon the death of the Executive.

11. Consequences of Termination

(i) The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the Company in its possession as per the instructions of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

(ii) The Executive agrees that, following notice of termination of his employment, he shall cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

(iii) The Executive further agrees that during and following the termination of his employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may relate to him or his employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving

testimony in any forum.

(iv) Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self incriminating as regards the Executive.

(v) The Executive agrees that in the event of any termination of his/her employment with the employer for any reason, within 1 (one) year from the date of his/her joining the Company, the Executive shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for the Executive towards additional benefits. The Executive agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the Executive post termination in addition to its rights to proceed with recovery claims against such Executive if the amount is not fully recovered when due at the cost of the Executive.

12. Binding Agreement

(i) Subject to the provisions of this Clause 12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

(ii) The Parties understand that the obligations of the Executive are personal and shall not be assigned by him.

13. Amendment

(i) This Agreement and the agreements and documents referred to herein contain the entire understanding of the Executive and the Company with respect to the employment of the Executive by the Company and supersede any and all prior understandings, written or oral, between the Executive and the Company and between the Executive and any affiliate/subsidiary or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.

(ii) This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Executive and a duly authorized officer of the Company.

14. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

15. Governing Law and Jurisdiction

(i) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

(ii) All disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the Company and the Executive and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in the English language.

(iii) Pending resolution of any dispute by the arbitrator in accordance with Clause 15(ii), the Parties shall have the right to apply to a court of competent jurisdiction in Bengaluru, to obtain interim injunctive relief in respect of such dispute.

16. Miscellaneous

(i) Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (a) when delivered if sent by hand delivery; or (b) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (c) upon transmission and electronic confirmation of receipt, if sent via facsimile or electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other.

(ii) No delay or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

(iii) By entering into this Agreement, the Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Executive has been provided with an opportunity to consult with the Executive's own counsel with respect to this Agreement.

(iv) Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Executive against any amount payable at any time by the Company to the Executive pursuant to this Agreement.

(v) The requirements and covenants of Clause 5 (Ownership of Intellectual Property), Clause 6 (Confidential Information), Clause 7 (Non-Competition and Non-Solicitation), Clause 8 (Warranties and Indemnification), Clause 11 (Consequences of Termination), Clause 12 (Binding Agreement), Clause 14 (Severability), Clause 15 (Governing Law and Arbitration) and Clause 16 (Miscellaneous) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Executive's employment with the Company.

treebo

ANNEXURE A

Compensation Breakup	
Basic Salary	200000
House Rent Allowance	80000
Special Allowance	198400
Provident Fund Employer Contribution	21600
Fixed Compensation (I)	500000
Performance Based Bonus @ 100% Achievement (II)	100000
Total Annual Earnings (I) + (II)	600000
Gratuity	As per Payment of Gratuity Act,1972

Note:

1. The actual quantum of Performance Based Bonus can be scaled up to 150% upon the offered amount which is calculated based on the rating obtained in the performance review cycle.
2. Performance bonus is not payable on a prorated basis in the event of employee leaving the organisation prior to the completion of annual performance review cycle.
3. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non-taxable against specified IT Provisions
4. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.
5. Both Employers and Employee PF contribution is part of CTC.
6. Income Tax deduction; as per Income Tax rules, based on relevant sections of Income Tax Act.
7. Professional Tax deduction will be applicable as per Hyderabad Professional Tax laws.

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

ANNEXURE B

Requirements for joining

Please bring with you the following documents on the day you join.

1. 4 Passport sized photographs
2. Photocopy of Proof of Date of Birth (Birth Certificate/Passport)
3. Photocopy of Proof of Address (Ration Card, Voters ID)
4. Photocopies of Educational Qualifications
5. Relieving Letter from Last Employer
6. Photocopy of last drawn Salary Slip (2 months)
7. PAN Card Copy

Treebo Corporate Office, AMR Tech Park,
Hosur Road, Bengaluru - 560068

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer of Employment - LOI

ysrao@triadme.com <ysrao@triadme.com> Tue, Apr 30, 2019 at 6:15 PM
To: sandeeptisingh@gmail.com, rajiths@ibsindia.org
Cc: Shobha Moni <shobha@triadme.com>, moni@triadme.com

Dear Sandeepti,

Congratulations..!!

We thank you for your interest and participation in our entire Interview process. We are pleased to make an Offer of Employment with Triad Software Global Delivery Center in Hyderabad.

Please find enclosed the Offer including Annexure A - Salary Break-Up , Annexure B – Terms & Conditions and Annexure C – Checklist for Joining Documents.

You are requested to confirm acceptance of the offer by return mail **on or before 3rd May 2019.**

The date is joining is 10th June 2019. Feel free to contact us, should you have any further clarifications.

Thanks & Regards,

Y S Rao

Director – Global Delivery

TRIAD sage Business Partner Platinum

Platinum Partner 2018

Mob: +91 9866673660

www.triadme.com

LOI - Sandeepti Singh.doc
170K

Letter of Intent

April 30, 2019

To,

Ms. Sandeepti Singh

B-16 D,ONGC Colony,

Ankleshwar, District-Bharuch,

Gujarat-393010

Dear Sandeepti,

With reference to your interview with us during our visit to your campus, we are pleased to offer you the position as an **Associate Consultant** at our Global Delivery Center (GDC) in Hyderabad, Telangana, India. Your cost to company (CTC) will be **INR 5,00,000/- (India Rupees Five Lakhs only)**. Please Refer **Annexure - A** for detailed break-up of the salary.

You will be based out of our subsidiary company and Global Delivery Center in Hyderabad but need to travel to our client locations across the globe as and when required.

Your employment with us will be governed by the "Terms and Conditions" as applicable to all the employees of Triad Software. Please Refer **Annexure – B.**

Your date of joining will be **10th June 2019.** You will undergo an extensive training on Sage X3 ERP including a mock project during the first 3 months of your joining. Your employment will be subject to an initial probation period of 6 months from the date of joining.

If you agree to these terms, please do share your **written acceptance** via e-mail on or before **3rd May 2019.**

Signature of Consultant

You will be issued a detailed appointment letter on your On-boarding.

On the day of your joining you are required to submit all the documents listed in **Annexure – C (Enclosed)**

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.

With best wishes
Yours truly,

Triad Software

Signature of Consultant

Annexure – A

Salary Break up

Name :
Band : B **Grade: G1**
Title : Associate Consultant **Role : Functional Consultant**

Sl.No	Description		Monthly (Rs.)	Annualized (Rs.)
1	Basic		16,667	200,004
2	HRA		6,667	80,004
3	Conveyance		800	9,600
4	Medical Allowance		1,250	15,000
5	Professional Development		6,000	72,000
6	Food Allowance		2,200	26,400
7	Special Allowance		8,083	96,992
A	**Total Gross Pay (A)**		**41,667**	**5,00,000**

Note: All the above mentioned are subject to changes based on the statutory regulation of the country and on the discretion of the management.

Signature of Consultant

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer of Employment - LOI

ysrao@triadme.com <ysrao@triadme.com> Tue, Apr 30, 2019 at 6:18 PM
To: shobhit.nigam0362@gmail.com, rajiths@ibsindia.org
Cc: Shobha Moni <shobha@triadme.com>, moni@triadme.com

Dear Shobhit,

Congratulations..!!

We thank you for your interest and participation in our entire Interview process. We are pleased to make an Offer of Employment with Triad Software Global Delivery Center in Hyderabad.

Please find enclosed the Offer including Annexure A - Salary Break-Up , Annexure B – Terms & Conditions and Annexure C – Checklist for Joining Documents.

You are requested to confirm acceptance of the offer by return mail **on or before 3rd May 2019.**

The date is joining is 10th June 2019. Feel free to contact us, should you have any further clarifications.

Thanks & Regards,

Y S Rao

Director – Global Delivery

TRIAD sage Business Partner Platinum

Platinum Partner 2018

Mob: +91 9866673660

www.triadme.com

LOI - Shobhit Nigam.doc
169K

Letter of Intent

April 30, 2019

To,

Mr. Shobhit Nigam

H-871, Satyam Vihar,

Keshavpuram, Avas Vikas-1, Kalyanpur

Kanpur – 208017, UP

Dear Shobhit,

With reference to your interview with us during our visit to your campus, we are pleased to offer you the position as an **Associate Consultant** at our Global Delivery Center (GDC) in Hyderabad, Telangana, India. Your cost to company (CTC) will be **INR 5,00,000/- (India Rupees Five Lakhs only)**. Please Refer **Annexure - A** for detailed break-up of the salary.

You will be based out of our subsidiary company and Global Delivery Center in Hyderabad but need to travel to our client locations across the globe as and when required.

Your employment with us will be governed by the "Terms and Conditions" as applicable to all the employees of Triad Software. Please Refer **Annexure – B.**

Your date of joining will be **10th June 2019.** You will undergo an extensive training on Sage X3 ERP including a mock project during the first 3 months of your joining. Your employment will be subject to an initial probation period of 6 months from the date of joining.

If you agree to these terms, please do share your **written acceptance** via e-mail on or before **3rd May 2019.**

Signature of Consultant

You will be issued a detailed appointment letter on your On-boarding.

On the day of your joining you are required to submit all the documents listed in **Annexure – C (Enclosed)**

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.

With best wishes
Yours truly,

Triad Software

Signature of Consultant

Annexure – A

Salary Break up

Name :
Band : B **Grade: G1**
Title : Associate Consultant **Role : Functional Consultant**

Sl.No	Description		Monthly (Rs.)	Annualized (Rs.)
1	Basic		16,667	200,004
2	HRA		6,667	80,004
3	Conveyance		800	9,600
4	Medical Allowance		1,250	15,000
5	Professional Development		6,000	72,000
6	Food Allowance		2,200	26,400
7	Special Allowance		8,083	96,992
A	**Total Gross Pay (A)**		**41,667**	**5,00,000**

Note: All the above mentioned are subject to changes based on the statutory regulation of the country and on the discretion of the management.

Signature of Consultant

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Raj Kishore Nayak <rajkishore@ibsindia.org>

LIST OF SELECTED CANDIDATES_UV CAPITAL PVT LTD

Priyanka <priyanka.mehra@uvcapital.in> Sat, Mar 16, 2019 at 3:16 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Nipun Mahajan <nipun.mahajan@uvcapital.in>

Dear Team,

Please find below the selected candidates alongwith the regions they will be posted.

S.No.	Selected Candidate Name	Region
1	Anjulika	UV_Delhi
2	Ayesha Mishra	UV_Delhi
3	Amit Shovan Mandal	UV_Mumbai
4	Parsha Venkata Krishna	UV_Mumbai
5	Biral Desai	UV_Mumbai

- We will be sharing the detailed salary package by next week Monday.

Thanks & Regards,

CAPITAL

Delhi | Mumbai | Chandigarh

Priyanka Mehra I Deputy Manager

Unified Vision Capital Pvt Ltd | www.uvcapital.in |
12th Floor, Mohandev Building, Tolstoy Marg | New Delhi 110 001 | India |

☎ +91 11 4965 6519| +91 99 539 48997 | priyanka.mehra@uvcapital.in | +91 11 4965 6517

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sender is not liable for any improper and/or incomplete transmission of the information contained in this communication or for any delay in its receipt or for any damage caused by malicious code or alteration by any third party. The contents of this email do not necessarily represent the views or policies of Unified Vision Capital Pvt Ltd and / or the sender.

5 attachments

Amit_Shovan_Mandal.pdf
376K

P.V.Krishna.docx
19K

Biral_Desai.docx
37K

Ayesha_Mishra.pdf
100K

Anjulika.pdf
504K

Raj Kishore Nayak <rajkishore@ibsindia.org>

LIST OF SELECTED CANDIDATES_UV CAPITAL PVT LTD

Priyanka <priyanka.mehra@uvcapital.in> Mon, Mar 18, 2019 at 2:40 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Nipun Mahajan <nipun.mahajan@uvcapital.in>

Dear Mr. Nayak,

Please find below the salary details.

Probation: 12 months (performance based)

Location: Delhi, Mumbai

-

CTC:-INR 7.5lakhs(Delhi), 7.65lakhs(Mumbai)

-

Breakup: Salary-4.2 lakh (Delhi), 4.35(Mumbai) Insurance-2.0 lakh Incentive- 30%

- KINDLY REVERT WITH THE CONFIRMATION FOR THE CANDIDATES SELECTED, AFTERWARDS WILL SHARE THE OFFER LETTER & JOINING DETAILS.

Regards

Priyanka

From: Raj Kishore Nayak [mailto:rajkishore@ibsindia.org]
Sent: Saturday, March 16, 2019 3:32 PM
To: Priyanka
Cc: Nipun Mahajan
Subject: Re: LIST OF SELECTED CANDIDATES_UV CAPITAL PVT LTD

Dear Madam,

Good Afternoon. At the very outset we thank you profusely for showing your interest in participating our institute for Campus Recruitment and selecting five of our candidates. We will notify the result,once you share the salary details .However , our students can join with immediate effect , as they are over with their academic curriculum .

We look forward to have a long-lasting mutually fruitful association with your esteemed Organisation.

With best regards

Rajkishore Nayak
Placements & Corporate Relations Department

The ICFAI Foundation for Higher Education
IBS - HYDERABAD,

Mobile:07416687466

==========

[Quoted text hidden]

[Quoted text hidden]

31-Oct-18

Kratika Nehe
Bangalore, India

Dear Kratika,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore. Your role will be **'Business Consultant'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2018.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required.

2. Your role will include but not limited to, soliciting defining and managing requirements for software development, documenting and developing solutions to business problems.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	49460	593520
Variable Pay		49460
Retirals		37732
Cost to Company		680712

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India Private Limited

2nd Floor, Wing B, Block 11,
Pritech Park SEZ,
Outer Ring Road, Bellandur Village,
Varthur Hobli, Bangalore – 560103

Phone : 91-80-4921 5400
Telefax: 91-80-4921 5500

CIN:U72200KA2009PTC049367

info@msg-global.com
www.msg-global.com

Brazil | Bulgaria | Canada | Germany
India | Italy | Korea | Netherlands
Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
   You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

msg global Solutions India Pvt. Ltd.
SEZ UNIT

12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Kratika Nehe,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature:

Name:

Date:

ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Kratika Nehe	
Designation	Associate Consultant	
Relevant Experience	1 year	
Compensation Details		
Compensation Category	**Monthly**	**Annual**
1) Fixed Compensation		
Basic Salary	19,784	237,408
HRA	7,914	94,963
Special Allowance / FBP *	21,762	261,149
Total Fixed Compesation / Total Gross - A	**49,460**	**593,520**
2) Variable Compensation		
Variable Bonus - B		49,460
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	824	9,892
Total Retirals - C		**37,732**
Total Cost to Company (A+B+C)		**680,712**
***Note on FBP**		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	**Maximum Limit per month**	**Maximum Limit per annum**
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	**10,333**	**123,996**
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

msg global Solutions India Pvt. Ltd. SEZ UNIT

ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**

msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

msg global Solutions India Pvt. Ltd. SEZ UNIT

5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd.
SEZ UNIT

IBS®
ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer of Employment - LOI

ysrao@triadme.com <ysrao@triadme.com> Fri, May 3, 2019 at 3:43 PM
To: pratimachaubey94@gmail.com, rajiths@ibsindia.org
Cc: Shobha Moni <shobha@triadme.com>, moni@triadme.com

Dear Pratima,

Congratulations..!!

We thank you for your interest and participation in our entire Interview process. We are pleased to make an Offer of Employment with Triad Software Global Delivery Center in Hyderabad.

Please find enclosed the Offer including Annexure A - Salary Break-Up , Annexure B – Terms & Conditions and Annexure C – Checklist for Joining Documents.

You are requested to confirm acceptance of the offer by return mail **on or before 5th May 2019.**

The date is joining is 10th June 2019. Feel free to contact us, should you have any further clarifications.

Thanks & Regards,

Y S Rao

Director – Global Delivery

TRIAD sage Business Partner Platinum

Platinum Partner 2018

Mob: +91 9866673660

www.triadme.com

LOI - Pratima Chaubey.pdf
249K

Letter of Intent

May 3, 2019

To,

Ms. Pratima Chaubey,

Urmila Bhavan, 105/2/1

Mariya Udyan area, Santnagar

Pune, Maharashtra - 411047

Dear Pratima,

With reference to your interview with us during our visit to your campus, we are pleased to offer you the position as an **Associate Consultant** at our Global Delivery Center (GDC) in Hyderabad, Telangana, India. Your cost to company (CTC) will be **INR 5,00,000/- (India Rupees Five Lakhs only)**. Please Refer **Annexure - A** for detailed break-up of the salary.

You will be based out of our subsidiary company and Global Delivery Center in Hyderabad but need to travel to our client locations across the globe as and when required.

Your employment with us will be governed by the "Terms and Conditions" as applicable to all the employees of Triad Software. Please Refer **Annexure – B.**

Your date of joining will be **10th June 2019.** You will undergo an extensive training on Sage X3 ERP including a mock project during the first 3 months of your joining. Your employment will be subject to an initial probation period of 6 months from the date of joining.

If you agree to these terms, please do share your **written acceptance** via e-mail on or before **5th May 2019.**

Signature of Consultant

You will be issued a detailed appointment letter on your On-boarding.

On the day of your joining you are required to submit all the documents listed in **Annexure – C (Enclosed)**

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases your services with the company will be liable to termination.

With best wishes
Yours truly,

Triad Software

Signature of Consultant

Annexure – A

Salary Break up

Name :
Band : B **Grade: G1**
Title : Associate Consultant **Role : Functional Consultant**

Sl.No	Description		Monthly (Rs.)	Annualized (Rs.)
1	Basic		16,667	200,004
2	HRA		6,667	80,004
3	Conveyance		800	9,600
4	Medical Allowance		1,250	15,000
5	Professional Development		6,000	72,000
6	Food Allowance		2,200	26,400
7	Special Allowance		8,083	96,992
A	**Total Gross Pay (A)**		**41,667**	**5,00,000**

Note: All the above mentioned are subject to changes based on the statutory regulation of the country and on the discretion of the management.

Signature of Consultant

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Raj Kishore Nayak <rajkishore@ibsindia.org>

LIST OF SELECTED CANDIDATES_UV CAPITAL PVT LTD

Priyanka <priyanka.mehra@uvcapital.in> Sat, Mar 16, 2019 at 3:16 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Nipun Mahajan <nipun.mahajan@uvcapital.in>

Dear Team,

Please find below the selected candidates alongwith the regions they will be posted.

S.No.	Selected Candidate Name	Region
1	Anjulika	UV_Delhi
2	Ayesha Mishra	UV_Delhi
3	Amit Shovan Mandal	UV_Mumbai
4	Parsha Venkata Krishna	UV_Mumbai
5	Biral Desai	UV_Mumbai

- We will be sharing the detailed salary package by next week Monday.

Thanks & Regards,

CAPITAL

Delhi | Mumbai | Chandigarh

Priyanka Mehra I Deputy Manager

Unified Vision Capital Pvt Ltd | www.uvcapital.in |
12th Floor, Mohandev Building, Tolstoy Marg | New Delhi 110 001 | India |

☎ +91 11 4965 6519| +91 99 539 48997 | priyanka.mehra@uvcapital.in | +91 11 4965 6517

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Priyanka <priyanka.mehra@uvcapital.in> Mon, Mar 18, 2019 at 2:40 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Nipun Mahajan <nipun.mahajan@uvcapital.in>

Dear Mr. Nayak,

Please find below the salary details.

Probation: 12 months (performance based)

Location: Delhi, Mumbai

-

CTC:-INR 7.5lakhs(Delhi), 7.65lakhs(Mumbai)

-

Breakup: Salary-4.2 lakh (Delhi), 4.35(Mumbai) Insurance-2.0 lakh Incentive- 30%

- KINDLY REVERT WITH THE CONFIRMATION FOR THE CANDIDATES SELECTED, AFTERWARDS WILL SHARE THE OFFER LETTER & JOINING DETAILS.

Regards

Priyanka

From: Raj Kishore Nayak [mailto:rajkishore@ibsindia.org]
Sent: Saturday, March 16, 2019 3:32 PM
To: Priyanka
Cc: Nipun Mahajan
Subject: Re: LIST OF SELECTED CANDIDATES_UV CAPITAL PVT LTD

Dear Madam,

Good Afternoon. At the very outset we thank you profusely for showing your interest in participating our institute for Campus Recruitment and selecting five of our candidates. We will notify the result,once you share the salary details .However , our students can join with immediate effect , as they are over with their academic curriculum .

We look forward to have a long-lasting mutually fruitful association with your esteemed Organisation.

With best regards

Rajkishore Nayak
Placements & Corporate Relations Department

The ICFAI Foundation for Higher Education
IBS - HYDERABAD,

Mobile:07416687466

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CAPITAL

Delhi | Mumbai | Chandigarh

Priyanka Mehra I Deputy Manager

Unified Vision Capital Pvt Ltd | www.uvcapital.in |
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With best regards

Rajkishore Nayak
Placements & Corporate Relations Department

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IBS - HYDERABAD,

Mobile:07416687466

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Valuefy
Bettering the way, the world invests.

Private & Confidential

Date: 29th October 2018

Dear **Tanay Sood**,

Further to our discussions, we are pleased to offer you employment with Valuefy Solutions Private Limited (the "Company").

Your title would be **Financial Business Analyst** and your joining date is **20th February 2019**. Your annual CTC would be Rs. **650,000/-**, the details of which are mentioned in Appendix A. You will be reporting to **Sachin B**.

Please take a moment to carefully review the information enclosed in the letter and terms and conditions.

We look forward to you joining us at our office at 507, A Wing, Express Zone, Near Oberoi Mall, Malad (E), Mumbai - 400097.

Please acknowledge a copy of this Offer Letter as a token of your acceptance hereof failing which this Offer Letter shall stand terminated automatically. Any inability on your part due to any reason whatsoever to join the Company on or before the Date of Joining should be reported to the contact persons, failing which the Company shall have the right to withdraw this Offer Letter at its discretion.

The Company is excited about your joining and looks forward to a beneficial and productive relationship.

Yours Sincerely,

Vivek Singal

Vivek Singal
Director

VALUEFY SOLUTIONS PRIVATE LTD. MUMBAI

Upon signing this letter I accept the terms described above, I also affirm that I have read and understand the Valuefy's Terms and Conditions of the employment, and agree as a condition of the employment to comply with the terms as in effect from time to time.

Accepted by: _____

Date: _____

Place: _____

Scanned by CamScanner

Valuefy
Bettering the way, the world invests.

Private & Confidential

Date: 29th October 2018

Dear **Ankit Rohilla**,

Further to our discussions, we are pleased to offer you employment with Valuefy Solutions Private Limited (the "Company").

Your title would be **Financial Business Analyst** and your joining date is **20th February 2019**. Your annual CTC would be Rs. **670,000/-**, the details of which are mentioned in Appendix A. You will be reporting to **Sachin B**.

Please take a moment to carefully review the information enclosed in the letter and terms and conditions.

We look forward to you joining us at our office at 507, A Wing, Express Zone, Near Oberoi Mall, Malad (E), Mumbai - 400097.

Please acknowledge a copy of this Offer Letter as a token of your acceptance hereof failing which this Offer Letter shall stand terminated automatically. Any inability on your part due to any reason whatsoever to join the Company on or before the Date of Joining should be reported to the contact persons, failing which the Company shall have the right to withdraw this Offer Letter at its discretion.

The Company is excited about your joining and looks forward to a beneficial and productive relationship.

Yours Sincerely,

VALUEFY SOLUTIONS PRIVATE LTD. MUMBAI

Vivek Singal
Director

Upon signing this letter I accept the terms described above, I also affirm that I have read and understand the Valuefy's Terms and Conditions of the employment, and agree as a condition of the employment to comply with the terms as in effect from time to time.

Accepted by: _____

Date: _____

Place: _____

Scanned by CamScanner

Employment Offer Letter

20 March 2019

To **Shivani Shukla**,

We are pleased to offer you an opportunity of working with us as a **Manager – Partnerships & BD** with StoryTech Private Limited to be based out of our offices at Hyderabad, India. You are expected to join on board on or before **08 April 2019**.

You will be entitled to a consolidated compensation (CTC) of INR 6,00,000 /- per annum.

You are strictly adhered to the following points:

- During the course of your employment, you shall report to Mr. Manikanth Challa, CEO or anyone else directed by the CEO.
- You shall adhere to all the general rules and regulations of the organization, as also those applicable to you for successful and timely completion of your work.
- During your employment, you could have access to many confidential information, and you are required to use that type of confidential information only for the benefit of the organization or in completion of your internship work. Under no circumstances you share this information to any unauthorized persons/agencies neither internal nor external. Any non-compliance will be viewed very seriously and liable for penal and legal action.
- One sick-leave, and one general leave per month are permitted.
- Need to respect deadlines and make sure the tasks are delivered on timeline as planned.
- Take ownership control of your platform, understand the product scope and maintain proper documentation.
- There will be product enhancements happening everyday so prioritizing your tasks and understanding deadlines is very important.
- You shall be on probation period for three months from the day of joining date.
- Your individual compensation is strictly between yourself and the Company.

You are required to submit the following documents:

- Previous Company's - Experience & Relieving letter, Appointment letter
- Residence Address Details
- PAN Copy
- Address Proof (Voter card/ Aadhaar card/Ration card/Passport/Driving license)
- Recent Pay Slip - 3 months
- Bank Statement – 3 months

- Bank Details (Name, Branch, IFSC Code, Account Number)
- Savings/Housing Loan Details (If applicable)

Pleasure indicate your acceptance of the above terms and conditions of this offer by signing below and returning it.

We welcome you to StoryTech Private Limited team; Wish you good luck and a very bright career with us.

Best Regards,

Manikanth Challa
CEO

I, **Shivani Shukla**, have read and understood the above terms and conditions stated above and hereby accept the above-mentioned offer of employment.

Shivani Shukla
Date

To, **Date: October 9, 2018**

Subho Sundar Bose

boon0077@gmail.com

+91 8420347614

Dear Sundar**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Subho Sundar Bose**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

31-Oct-18

Kartikey Vasisth
Bangalore, India

Dear Kartikey,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore. Your role will be **'Marketing Specialist'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2018.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required

2. Your role will include but not limited to, planning, directing, organizing promotional campaigns/events, collecting, analyzing market research data and applying on current projects.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	47150	565800
Variable Pay		47150
Retirals		37270
Cost to Company		650220

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India Private Limited

2nd Floor, Wing B, Block 11,
Pritech Park SEZ,
Outer Ring Road, Bellandur Village,
Varthur Hobli, Bangalore – 560103

Phone : 91-80-4921 5400
Telefax: 91-80-4921 5500

CIN:U72200KA2009PTC049367

info@msg-global.com
www.msg-global.com

Brazil | Bulgaria | Canada | Germany
India | Italy | Korea | Netherlands
Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
   You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

msg global Solutions India Pvt. Ltd. SEZ UNIT

12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Kartikey Vasisth,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature:

Name:

Date:

ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Kartikey Vasisth	
Designation	Associate Consultant	
Relevant Experience	0	
Compensation Details		
Compensation Category	**Monthly**	**Annual**
1) Fixed Compensation		
Basic Salary	18,860	226,320
HRA	7,544	90,528
Special Allowance / FBP *	20,746	248,952
Total Fixed Compesation / Total Gross - A	**47,150**	**565,800**
2) Variable Compensation		
Variable Bonus - B		47,150
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	786	9,430
Total Retirals - C		**37,270**
Total Cost to Company (A+B+C)		**650,220**
***Note on FBP**		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	**Maximum Limit per month**	**Maximum Limit per annum**
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	**10,333**	**123,996**
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

Msg global Solutions India Pvt. Ltd.
SEZ UNIT

ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**

msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

msg global Solutions India Pvt. Ltd. SEZ UNIT

5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd.
SEZ UNIT

To, **Date: October 9, 2018**

Pinapati V Uma Sankari

2093.uma@gmail.com

+91 9581647221

Dear Uma Sankari**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Pinapati V Uma Sankari**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

27/11/2018

Offer Letter

Dear Rohan Parikh ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	Zolo Young Leadership Programme
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of Rs. **800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of Rs. **100000** -/- & year end bonus upto Rs. **100000** -/-

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **Zolo Young Leadership Programme** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Isha Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Rohan Parikh
Date:_____

To, **Date: October 9, 2018**

Sahil Muley

sahilmuley94@gmail.com

+91 9819824475

Dear Sahil**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Sahil Muley**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

To, **Date: October 9, 2018**

Ankit Narang

narangankit51@gmail.com

+91 9996566833

Dear Ankit**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **6,00,000**/- (Indian Rupees **Six Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 7,79,483/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Ankit Narang**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**44,050**	**5,28,600**
Basic	25,000	3,00,000
HRA	10,000	1,20,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	7,850	94,200
Reimbursements (B)	**5,950**	**71,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,250	15,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**50,000**	**6,00,000**

For Zenoti,

Sudheer Koneru

CEO

To, **Date: October 9, 2018**

Kanika Goel

kanikagoel28@gmail.com

+91 9654953161

Dear Kanika**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Kanika Goel**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

27/11/2018

Offer Letter

Dear Mayank K Rai ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	BD Manager
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of **Rs. 800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of **Rs. 100000 -/-** & year end bonus upto Rs. **100000 -/-**

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **BD Manager** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Isha Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Mayank K Rai
Date:_____

To, **Date: October 9, 2018**

Abhinav Jain

abhnv94@gmail.com

+91 8377877780

Dear Abhinav**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Abhinav Jain**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

To, **Date: October 9, 2018**

Aditya K Mehta

adityoa@gmail.com

+91 9137790929

Dear Aditya**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Aditya K Mehta**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

To, **Date: October 9, 2018**

Farhan Siddiqui

farhan.sid.16@gmail.com

+91 9654118809

Dear Farhan**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Farhan Siddiqui**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

To, **Date: October 9, 2018**

Isha Chauhan

chauhanisha95@gmail.com

+91 7087903130

Dear Isha**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Isha Chauhan**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

27/11/2018

Offer Letter

Dear Reshma Gupta ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	Senior Sales & Marketing Manager
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of Rs. **800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of Rs. **100000 -/-** & year end bonus upto Rs. **100000 -/-**

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **Senior Sales & Marketing Manager** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Isha Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Reshma Gupta
Date:_____

27/11/2018

Offer Letter

Dear Tania Ganguly ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	Senior Sales & Marketing Manager
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of Rs. **800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of Rs. **100000** -/- & year end bonus upto Rs. **100000** -/-.

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **Senior Sales & Marketing Manager** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Isha Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Tania Ganguly
Date:_____

To, **Date: October 9, 2018**

Ankita Purkayastha

ankitapurkayastha16@gmail.com

+91 9527250663

Dear Ankita**,**

Congratulations!

We are pleased to make you an offer for a wonderful career at Zenoti.

You will be designated as "**Management Trainee**" to be based at Hyderabad. This is a full-time position and includes a probation period of 3 months.

Below is a snapshot of your package at Zenoti:

- Compensation: Gross Annual salary would be INR **8,00,000**/- (Indian Rupees **Eight Lakhs**). The break-up is attached for your reference as Annexure to this letter. The overall CTC would be INR 10,24,291/- per annum.
- ESOP: **200** (Two Hundred only) stock options of our parent company Soham Inc., USA, vesting over a period of 4 years.

You will be eligible for the employee benefits mentioned below:

- Bonus: You will be eligible to receive bonus upto 20% of the Gross Annual Salary, based on your performance and achievement of company's objectives. The Bonus shall be payable half-yearly as a lump-sum payment.
- Medical Insurance: Medical coverage of INR 4,00,000/- on a floater basis for self and dependents (spouse, kids and parents) from the date of hire.
- Statutory Benefits: You are entitled to PF and Gratuity as per our existing policies.
- Working hours: a five—day week, with nine-hour days (including an hour for lunch), usually from 9.30 am to 6.30pm.

We would like you to start on **March 4, 2019**. If this date is not acceptable, please contact us immediately.

Please confirm your acceptance by return email to me by **October 10, 2018**. This offer is valid until EOD **October 10, 2018**.

We look forward to working with you and are confident that we will mutually benefit.

For Zenoti,

Sudheer Koneru

CEO

Note: Zenoti is powered by Urenok Software Solutions Pvt Ltd

Annexure to Offer Letter

Name: **Ankita Purkayastha**

Designation: **Management Trainee**

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**60,300**	**7,23,600**
Basic	33,333	4,00,000
HRA	13,333	1,60,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	12,433	1,49,200
Reimbursements (B)	**6,367**	**76,400**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,667	20,000
Telephone/Internet Reimbursement	2,500	30,000
Gross Annual Salary (A+B)	**66,667**	**8,00,000**

For Zenoti,

Sudheer Koneru

CEO

27/11/2018

Offer Letter

Dear Deeksha Shukla ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	Senior Sales & Marketing Manager
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of Rs. **800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of Rs. **100000** -/- & year end bonus upto Rs. **100000** -/-

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **Senior Sales & Marketing Manager** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Tony Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Deeksha Shukla
Date:_____

msg global

31-Oct-18

Hima Bindu Manchella
Bangalore, India

Dear Hima Bindu,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore. Your role will be **'Business Consultant'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2018.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required.

2. Your role will include but not limited to, soliciting defining and managing requirements for software development, documenting and developing solutions to business problems.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	66,120	793,440
Variable Pay		66,120
Retirals		41,064
Cost to Company		900,624

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India
Private Limited

2nd Floor, Wing B, Block 11
Pritech Park SEZ,
Outer Ring Road, Bellandur Village
Varthur Hobli, Bangalore - 560103

Phone : 91-80-4921 5400
Telefax 91-80-4921 5500

CIN: U72200KA2000PTC026321

www.msg-global.com
www.msg-global.com

Brazil | Bulgaria | Canada | Germany
India | Italy | Korea | Netherlands
Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

(Formerly msg (bexi Solutions India Pvt Ltd)

6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

msg global Solutions India Pvt. Ltd. SEZ UNIT

12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Hima Bindu Manchella,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature: M. Hima Bindu

Name: Hima Bindu Manchella

Date: 01-11-2018

ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Hima Bindu Manchella	
Designation	Associate Consultant	
Relevant Experience	2.6 years	
Compensation Details		
Compensation Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	26,448	317,376
HRA	10,579	126,950
Special Allowance / FBP *	29,093	349,114
Total Fixed Compesation / Total Gross - A	**66,120**	**793,440**
2) Variable Compensation		
Variable Bonus - B		66,120
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	1,102	13,224
Total Retirals - C		41,064
Total Cost to Company (A+B+C)		900,624
*Note on FBP		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	Maximum Limit per month	Maximum Limit per annum
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	10,333	123,996
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

msg global Solutions India Pvt. Ltd. SEZ UNIT

ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**

msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

msg global Solutions India Pvt. Ltd. SEZ UNIT

5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd. * SEZ UNIT

27/11/2018

Offer Letter

Dear Ayush Baderia ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	Zolo Young Leadership Programme
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of Rs. **800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of Rs. **100000 -/-** & year end bonus upto Rs. **100000 -/-**.

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **Zolo Young Leadership Programme** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Isha Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Ayush Baderia
Date:_____

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ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Nimit Mehta | E-offer

Tania Kohli <tania.kohli@zomato.com> Mon, Nov 5, 2018 at 3:29 PM
To: nimitmehta2909@gmail.com
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Nimit,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining and location will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

Download Zomato: iOS · Android

This email is intended only for the person or the entity to whom it is addressed. If you are not the intended recipient, please delete this email and contact the sender.

2 attachments

Terms of Agreement_Zomato Campus.pdf
126K

Salary Annexure_SM.pdf
39K

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ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Nisha Soni | E-offer

Tania Kohli <tania.kohli@zomato.com> Mon, Nov 5, 2018 at 3:47 PM
To: Nisha Soni <nisha.soni2385@gmail.com>
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Nisha,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining and location will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

Download Zomato: iOS · Android

This email is intended only for the person or the entity to whom it is addressed. If you are not the intended recipient, please delete this email and contact the sender.

2 attachments

Salary Annexure_Nisha Soni.pdf
39K

Terms of Agreement_Zomato Campus.pdf
126K

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ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Raghavi Aggarwal | E-offer

Tania Kohli <tania.kohli@zomato.com> Mon, Nov 5, 2018 at 3:45 PM
To: Raghavi Aggarwal <raghavi.2581@gmail.com>
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Raghavi,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining and location will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

Download Zomato: iOS · Android

This email is intended only for the person or the entity to whom it is addressed. If you are not the intended recipient, please delete this email and contact the sender.

2 attachments

Terms of Agreement_Zomato Campus.pdf
126K

Salary Annexure_Raghavi Aggarwal.pdf
39K

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Swati Ayyala | E-offer

Tania Kohli <tania.kohli@zomato.com> Mon, Nov 5, 2018 at 4:03 PM
To: swatiayyala17@gmail.com
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Swati,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining and location will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

Download Zomato: iOS · Android

This email is intended only for the person or the entity to whom it is addressed. If you are not the intended recipient, please delete this email and contact the sender.

2 attachments

Terms of Agreement_Zomato Campus.pdf
126K

Salary Annexure_Swati Ayyala.pdf
39K

27/11/2018

Offer Letter

Dear Aakriti Kaur ,

In continuation of our discussions, **ZoloStays Property Solutions Pvt. Ltd.** is pleased to extend the following offer of employment to you:

Position/Title:	Senior Sales & Marketing Manager
Date of Joining:	18/03/2019
Location:	Flexible

Total CTC: You will be entitled for an all-inclusive annual CTC of Rs. **800000/-** (Eight Lakhs Only), this includes, **600000** (Basic, Allowances, Reimbursement, PF and PT (if applicable)) and a joining bonus of Rs. **100000 -/-** & year end bonus upto Rs. **100000 -/-**

A detailed break-up of the pay structure will be provided to you along with the employment agreement, upon joining.
You are required to join the company on or before **18/03/2019**. If this presents any concerns, please let us know at your earliest convenience.

We look forward to your acceptance of the offer and to a mutually beneficial and enduring relationship. We request you to sign a copy of this letter and return it as acceptance to the position of **Senior Sales & Marketing Manager** within 48 hours from receiving the offer. Post that, this offer would stand automatically terminated unless and until otherwise communicated.

Please note that once we receive your acceptance, we will start your background verification process and you will receive a mail from our Background Verification team, for the same. The execution of your employment agreement and confirmation of employment is subject to clearance from our Background Verification team.

Kindly confirm your acceptance by acknowledging a copy of this offer letter.

For **ZoloStays Property Solutions Pvt. Ltd.,**

ZoloStays Property Solutions Pvt. Ltd. Bangalore

Isha Choudhry
Authorised Signatory

(To be filled by the Candidate)

For the Candidate: I accept this offer and will start the employment on _____ at _____.

Aakriti Kaur
Date:_____

IBS®
ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Bhawna Gulati | E-offer

Tania Kohli <tania.kohli@zomato.com> Mon, Nov 5, 2018 at 3:21 PM
To: bhawna.gulati@yahoo.co.in
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Bhawna,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

Download Zomato: iOS · Android

This email is intended only for the person or the entity to whom it is addressed. If you are not the intended recipient, please delete this email and contact the sender.

2 attachments

Salary Annexure_SM.pdf
39K

Terms of Agreement_Zomato Campus.pdf
126K

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ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Jayant Soneja | E-offer

Tania Kohli <tania.kohli@zomato.com> Mon, Nov 5, 2018 at 3:36 PM
To: jayant soneja <jayantsoneja96@gmail.com>
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Jayant,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining and location will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

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2 attachments

Salary Annexure_SM.pdf
39K

Terms of Agreement_Zomato Campus.pdf
126K

Raj Kishore Nayak <rajkishore@ibsindia.org>

Welcome to Zomato | Vamsipriya Konjeti | E-offer

Tania Kohli <tania.kohli@zomato.com> Thu, Nov 8, 2018 at 1:11 PM
To: Vamsipriya Konjeti <aakrithi2312@gmail.com>
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Vamsipriya,

It's an absolute pleasure sending you this email.

We are pleased to have you join **Zomato Media Private Limited** as a **Sales Manager.** Your date of joining and location will be communicated to you during the first quarter of 2019.

Your annual CTC would be **INR 7 Lacs.** Request you to please go through the attached salary Annexure and the terms of your employment with Zomato.

Please share your acceptance within 48 hours of receiving this email.

Feel free to reach out *(+919810061020)* to me in case you have any questions.

Look forward to having you on-board!

Best,
Tania

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This email is intended only for the person or the entity to whom it is addressed. If you are not the intended recipient, please delete this email and contact the sender.

2 attachments

Salary Annexure_Vamsipriya Konjeti.pdf
39K

Terms of Agreement_Zomato Campus.pdf
126K

31-Oct-18

Aravind Balasubramanian
Bangalore, India

Dear Aravind,

We are pleased to offer you as **'Associate Consultant'** with msg global Solutions India Pvt. Ltd, Bangalore.
Your role will be **'Business Consultant'**

Further, **"Company"** for all purposes in this document shall mean msg global Solutions India Pvt. Ltd, Bangalore.

Following are the terms and conditions associated with your employment:

1. Your appointment will be based out of Bangalore, India. Your appointment will be effective from the date you report for duty. This is subject to your reporting to duty on or before **04-March-2018.** You would initially undergo training at Bangalore and then assigned a project at Bangalore or any overseas location where your skills are required.

2. Your role will include but not limited to, soliciting defining and managing requirements for software development, documenting and developing solutions to business problems.

3. **Your remuneration will be structured as follows:**

Compensation Components	Monthly	Annual
Gross Salary	66,120	793,440
Variable Pay		66,120
Retirals		41,064
Cost to Company		900,624

4. Your next performance appraisal discussion will be in April 2019.

5. The Variable Annual Bonus depends upon several factors such as Billable Days, Project Performance, Developmental Goals, Internal Initiatives, etc. Each factor has a certain weightage. These are detailed in the Goal Sheet which is to be filled by you in consultation with your reporting manager.

msg global Solutions India Pvt. Ltd. SEZ UNIT

msg global Solutions India
Private Limited

2nd Floor, Wing B, Block 11
Pritech Park SEZ
Outer Ring Road, Bellandur Village
Varthur Hobli, Bangalore - 560103

Phone: 91-80-4921 5400
Telefax: 91-80-4921 5500

CIN U72200KA2006PTC049367

info@msg-global.com
www.msg-global.com

Brazil | Bulgaria | Canada | Germany
India | Italy | Korea | Netherlands
Philippines | Serbia | Singapore
Spain | Switzerland | UK | USA

(Formerly msg (bex) Solutions India Pvt Ltd)

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6. If you so desire, you can structure your above package to include Meal coupons of appropriate value in lieu of part of the salary mentioned above.

7. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

8. **Leave**
   You will be entitled for vacation leave in accordance with the Company's policy as applicable from time to time. You will be entitled to paid leave of 21 days of Annual Leave prorated. This leave will be accruable prorate for every completed month of service or part thereof in the company.

9. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- compete obligations or other restrictive clauses with any previous employer).

10. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

11. **On the date of joining please submit the following documents along with the originals:**

Serial Number	Verification Documents
1	**Education:** a. Master's Degree, mark sheet and any other certificate b. Bachelor's Degree, mark sheet and any other certificate c. 10th and 12th Standard education mark sheets
2	**Employment Verification (applicable to those who have work experience):** d. Last two companies' Appointment Letter e. Last increment letter f. Last three months' payslips g. Last six months' bank statement h. Last two companies' Service Letter
3	**Address Verification:** a. Full current address with government issued photo ID b. PAN Card copy c. Passport Copy d. Aadhaar copy
4	**3 passport size photographs**

msg global Solutions India Pvt. Ltd. SEZ UNIT

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12. A detailed appointment letter that highlights the terms and conditions of the employment and remuneration details will be issued to you upon joining.

Yours Faithfully
For msg global solutions India Private Limited

Executive Vice President – Country Manager

ACCEPTANCE

I, **Aravind Balasubramanian,** have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature: AB

Name: Aravind Balasubramanian

Date: 31st October, 2018

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ANNEXURE 1:

Gross Salary Sheet		
Person details		
Name	Aravind Balasubramanian	
Designation	Associate Consultant	
Relevant Experience	2.5 years	
Compensation Details		
Compensation Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	26,448	317,376
HRA	10,579	126,950
Special Allowance / FBP *	29,093	349,114
Total Fixed Compesation / Total Gross - A	**66,120**	**793,440**
2) Variable Compensation		
Variable Bonus - B		66,120
3) Annual components / Retirals		
Group Health Insurance	451	5,414
Group Personal Accident	15	178
Group Term Life	54	648
Provident Fund (Company Contribution)	1,800	21,600
Gratuity (Indicative value)	1,102	13,224
Total Retirals - C		41,064
Total Cost to Company (A+B+C)		900,624
*Note on FBP		
Employee can opt from any of the below components of FBP in the denomination of 500s to the extent not more than the Special allowance available.		
Component	Maximum Limit per month	Maximum Limit per annum
LTA	8,333	99,996
Internet expense reimbursement	2,000	24,000
Total FBP	10,333	123,996
Notes		
If HDFC Food plus card is availed, the amount will be deducted from Additional Allowance		
Variable bonus payable for employees who are on rolls as of 31st March		
Group Health insurance premium is borne directly by the company and not paid as cash		
Gratuity contribution is not paid in Cash, Gratuity benefit is as per Statutory Law		

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ANNEXURE 2:

1. The Company will expect you to travel, if required, for onsite implementations at locations within and/or outside India. The company can post you anywhere in the country / overseas after the initial training. Your expenses will be reimbursed as per Company policy.

2. **The company is pleased to provide the following benefits to you:**

i. **Group Mediclaim:**

- Family floater includes: Employee + Spouse + up to 2 dependent children
- Family floater with Sum Insured, as given below:

Designation	Sum Insured
Associate Consultant	2,00,000

ii. **Group Personal Accident:**

- Sum Insured is INR 300,000 per employee.
- The following cases are covered under this benefit:
  - Death due to an accident
  - Permanent Total Disablement(PTD)
  - Permanent Partial Disablement(PPD)
  - Temporary Total Disablement (TTD)

iii. **Group Term Life Insurance:**

- Group Term Life Insurance is applicable in the case of death of an employee, resulting from any cause.
- The sum insured will be as given below:

Designation	Sum Insured
Associate Consultant	8,00,000

iv. **Gratuity:**

Employees are covered under the Payment of Gratuity Act, 1972.

v. **Relocation (Please refer the Company Policy)**

For candidates relocating from another city, the Company will provide the following benefits:

a) We will reimburse your travel fare by 2nd AC (train), upon submission of original bills. If you choose to travel by any other means, an amount equivalent to the train fare by 2nd AC would be reimbursed; whichever is lesser.

b) We will provide accommodation for a period of 2 weeks.

3. You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 62 years.

4. **On the date of joining, please report at 10 am to the following address:**
msg global solutions India Pvt. Ltd. located at, Pritech Park Special Economic Zone, 2nd Floor, Wing B, Block 11, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore – 560103.

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5. For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

6. The benefits as outlined in the annexure are subject to change at the Company's discretion.

7. In accepting employment with msg global solutions India Private Limited, Bangalore, you agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

msg global Solutions India Pvt. Ltd. SEZ UNIT

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S&P Global
Building 5 Tower A 9th Floor
DLF Cyber City, DLF Phase 3,
Gurgaon - 122002, India.
+91 124 6127000 Tel
+91 124 6127999 Fax

OFFER LETTER
Private & Confidential

February 4th,2019
Ms. Sonal Agarwal
C/o Ramakunj, Opp. Panja Bagan,
PO - Nutangunj, Burdwan,
West Bengal - 713102

We are pleased to offer you an employment opportunity as **Application Associate, Financial Modeling** at **S&P Capital IQ (India) Pvt. Ltd. ("Company"), Gurgaon**

Job Grade: 7A
Segment: S&P Global Market Intelligence
Date of Joining: February 25th,2019

Your total earnings (Cost to company) is **Rs. 501,297.60** (For details refer to Annexure-II and Addendum). The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt. In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on the date of joining at 10 AM for fulfillment of your joining formalities. We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd.

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Application Associate, Financial Modeling** at **S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Sonal Agarwal

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ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
Your appointment is effective from **February 25th,2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
Your initial posting will be at Gurgaon. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.

The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your manager/company.

6. **Medical Fitness:**
The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination)

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7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:

Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth. Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:

Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:

Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company , in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the
Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a

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part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**
Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;
Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**
You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the "**Intellectual Properties**") shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company

14. **Handing over charge of Company's property on termination of employment:**
You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an

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appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees:**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification:**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction:**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at **Gurgaon**

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ANNEXURE- II

COMPENSATION DETAILS

Name	Nikita Gupta
Designation	Application Associate, Financial Modeling
Division	S&P Global Market Intelligence

	Monthly (Rs.)	Annual (Rs.)
A. Earnings		
(i) Basic Salary *45% of Base Salary*	16,290.00	195,480.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver's Salary)	19,910.00	238,920.00
BASE SALARY	**36,200.00**	**434,400.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident I *12% of Basic Salary*	1,954.80	23,457.60
C. Additional Earnings		
(i) Variable Pay Target *10.0%* *Semi-Annual*		43,440.00
TOTAL EARNINGS (A+B+C)	**38,154.80**	**501,297.60**

For S&P Capital IQ (India) Pvt. Ltd.

Authorized Signatory

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ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the Payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.
   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. You will be eligible to participate in the 2019 **MI Semi-Annual Plan** with an **annual** target incentive opportunity of **10%** of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of your goals and objectives for each performance cycle. Your payment for the performance cycle will be pro-rated based on the number of days you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your individual performance for the performance cycle. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date.

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

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S&P Global
Building 5 Tower A 9th Floor
DLF Cyber City, DLF Phase 3,
Gurgaon - 122002, India.
+91 124 6127000 Tel
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OFFER LETTER
Private & Confidential

January 22nd, 2019
Ms. Muskan Tripathi
CK 35/35, Front of Annapurna Temple,
Vishwanath Gali, Bansphatak,
Varanasi-221001

We are pleased to offer you an employment opportunity as **Application Associate, Financial Modeling at S&P Capital IQ (India) Pvt. Ltd. ("Company"), Gurgaon**

Job Grade: 7A
Segment: S&P Global Market Intelligence
Date of Joining: February 25th,2019

Your total earnings (Cost to company) is **Rs. 501,297.60** (For details refer to Annexure-II and Addendum). The terms and conditions of this offer are enclosed herewith in Annexure – I.

You are requested to kindly acknowledge your acceptance of the offer letter (including the Annexures) by signing below and sharing a signed copy (original) of the letter within 5 days of receipt. In the event of any delay in your acceptance of this offer, the Company shall have the sole discretion to withdraw or extend this offer.

You are required to report to Human Resources team on the date of joining at 10 AM for fulfillment of your joining formalities. We're glad to have you on board and wish you a long, productive and satisfying career with us!

Thanking you,
Yours faithfully,

Authorized Signatory
For S&P Capital IQ (India) Pvt. Ltd.

Acknowledgement/ Acceptance
I am very pleased to accept the position as **Application Associate, Financial Modeling at S&P Capital IQ (India) Pvt. Ltd.** Thank you for the opportunity. I will abide by the joining instructions and terms of the offer. I look forward to making a positive contribution to the organization.

Ms. Muskan Tripathi Muskan Tripathi

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ANNEXURE – I

TERMS OF EMPLOYMENT

1. **Employment period:**
Your appointment is effective from **February 25th, 2019** and shall be subject to the probation period as provided below in Clause 4. The employment shall continue until the retirement age of 60 (Sixty) years or until the termination of employment by either party, whichever is earlier.

2. **Work location:**
Your initial posting will be at Gurgaon. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiary/associated companies in India or abroad, at the entire discretion of the Company. In the event of a transfer, you will be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

3. **Working Hours:**
The organization works 7 days a week, twenty-four hours a day. You will be expected to attend office and work during shift assigned to you by your manager which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.

   The normal working hours will be 45 hours per week but this may be varied from time to time, depending upon the exigencies of work.

4. **Probation period:**
You will be on probation for 180 days from the date of joining. The probation period may be extended by the Company in case of performance and/or behavioral concerns. In case your employment is not confirmed during/at the end of the probation period/extended probation period, it shall stand terminated immediately without any further action to be taken by the Company.

5. **Notice period:**
During the probation period this agreement can be terminated by either party by serving a one day notice or alternatively paying one day base salary in lieu of notice. However, after confirmation, either party may terminate this agreement, without assigning any reasons, by giving one month notice in writing or payment of base salary in lieu of such notice period or any shortfall in such notice period at the discretion of your manager/company.

6. **Medical Fitness:**
The employer may, at its sole discretion and costs, require you to undergo medical examination by a doctor of its choice, at the time of commencement of employment. In such case, the employment shall be subject to your being found medically fit by the examining doctor. Further, even though you may be declared medically fit by the doctor appointed by us at the commencement of employment, you shall, at any time in future be expected to undergo medical examination as may be required by us to ascertain the state of your health and medical fitness to carry out your responsibilities. If you are declared medically unfit on such medical examination, the Company shall be entitled to terminate your employment with effect from the date the Doctor appointed by us declares you medically unfit. In the event you refuse to subject yourself to such medical examination as required by us or fail thrice consecutively to physically present yourself before the Doctor for medical examination, the same shall be considered as misconduct and appropriate disciplinary action shall be taken by the Company against you (including termination)

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7. **Confidentiality of compensation:**
Compensation details (yours as well as of other employees of the company) is confidential information, you shall not disclose/discuss your compensation details with any other employee. If it comes to the notice of the management, it may result in Disciplinary Action, up to and including Termination.

8. **Behavior:**
The Company believes that there should be no discrimination against any employee. Verbal, physical or sexual harassment shall not be tolerated. You shall be obligated to follow and comply with the terms of the Company's policies on employee behavior and conduct (as amended from time to time) at all point in time during your employment with the Company.

9. **No simultaneous employment:**
While in the employment of the Company you will not, under any circumstances, be permitted to undertake any assignment or work for any other employer (company, firm, organization or persons) either whole-time or part-time, nor in any way be associated with any company, firm, organization or persons as Advisor, Director, Partner, whether paid or not for your services, without the prior written permission of the Company. In case this condition is contravened the same shall be considered as misconduct and you shall be liable to disciplinary action (including termination).

10. **Leaves:**
The leave accounting year is the calendar year January to December. There are 8 Categories of leaves as per the leave policy of the Company as applicable from time to time (Annual Leave, Sick Leave, Casual Leave, Paternity Leave, Maternity Leave, Adoption leave, Bereavement Leave and Leave without Pay).

Maternity Leave:

Maternity leave entitlement for eligible female employees is 26 weeks for the first two instances of child birth. Female employees with two or more children are entitled to 12 weeks of maternity leave.

Maternity Leave for commissioning mothers:

Commissioning mothers are entitled to 12 weeks of maternity leave from the date the child is handed over to the commissioning mother.

Maternity leave for adoption:

Female employees who wish to adopt a child below 3 months of age are entitled to 12 weeks of maternity leave from the date of adoption.

11. **Non – Disclosure:**
You shall not during the terms of your employment with the Company or at any time thereafter, disclose to any person or use any Confidential Information, or permit any person to examine and / or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the Company, except as required in the performance of your duties as an employee of the Company , in which case such disclosure will comply with all policies and procedures established by the Company from time to time regarding the disclosure of Confidential Information by employees. Secrecy as to the affairs of the Company: You shall not during the term of your employment with the Company or at any time thereafter, use or disclose to any other company, firm, institution or person any of the
Secrets, business or affairs of the Company, or its clients without the prior consent of the Company. You shall not publish any book, booklet, brochure or pamphlet, or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company, its clients or your work in the Company at any time. Further you shall not, without prior permission in writing and unless it is a

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part of your day to day work, take any papers, books, drawings, photographs, instruments, computer software materials, documents or any other property of the Company out of the work premises. Nor shall you in any way at any time disclose, divulge or make public any information or matter concerning the Company's or its client's business affairs, property, transactions under consideration (including the identities of other companies that are or may be parties to such transactions), methods of operation or other data processes, analytical methods, accounts, transactions, dealings, trade secrets of the Company or its clients whether the same may be confined in you or become known to you in the course of your employment with us or otherwise. "Confidential Information" is any information generated or obtained by the Employee during employment, which relates to the current or potential business of the Company, including but not limited to:

12. **Trade Secrets:**

Technology, methods of development, and manufacture; proprietary business information such as financial condition, bidding practices, costs, distributors, customer names and mailing lists, the identity of prospective customers, market studies; pricing studies, information and analysis, current and prospective business projections; business plans and strategies financial statements and information; special processes, procedures and services of the Company, processes, formulas, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and know-how; marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; and business policies and practices;

Information received from others, that Company is obligated to treat as confidential or proprietary; personnel information, including organizational structure, salary, qualifications of employees, employee compensation plans, employee performance evaluations, employee telephone directories and employee benefits; customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and the Company's operating policies and procedures.

13. **Intellectual Property:**

You acknowledge and confirm that ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) hardware designs and configurations; software designs and programs; and discoveries, developments and writings and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by you (the **"Intellectual Properties"**) shall vest in the Company. You expressly agree that all Intellectual Properties created by you shall be under a contract of service and shall vest only with the Company

14. **Handing over charge of Company's property on termination of employment:**

You shall be bound at the termination of this employment, however terminated, to return to the Company all properties of the Company in your possession, including but not limited to all documents, papers or other material in your possession, or under your control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from your services to the Company whether or not such material is at the date hereof in your possession. You shall have no proprietary interest in any work product developed or used by you and arising out of your employment by the Company. You shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments. In the event of your failure to return to the Company any of its property/asset you would be deemed to have committed the offense of criminal breach of trust and the Company shall be free to proceed against you in an

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appropriate forum, besides claiming liquidated damages for withholding Company property/assets in an unauthorized and illegal manner.

15. **Employer's Clients and Employees:**
If Employee's employment with Employer terminates for any reason, Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information. In addition, Employee shall not, for a period of one year from the date of termination, hire, interfere with, solicit, or endeavor to entice away from S&P Global any person who was, to your knowledge, at the date of the termination of your employment, an employee of S&P Global and with whom, during the 24 months preceding the date of such termination, you had contact as a result of your employment with S&P Global

16. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. You shall not be entitled to benefits other than what has been expressly stated in this letter.

17. **Background verification:**
Background verification (Address, Criminal, and Education, Employment, Reference checks or any other check as required by the organization from time to time) are conducted for all employees. If the information provided by you is misrepresented, the organization would take appropriate action leading up to termination of employment.

18. **Disclaimer:**
Your appointment shall be deemed to have been made on the basis of the representations made or facts disclosed by in the application for recruitment or the forms filled at the time of appointment. In case any fact or representation, at any time, is found to be wrong or is concealed, the appointment shall stand invalidated and shall be deemed to have been cancelled automatically without notice or compensation in lieu thereof.

The Company's practices, policies, benefits, and procedures are under review on an ongoing basis and may be modified, altered, or eliminated at any time with or without notice to employees, at the Company's sole discretion.

19. **Governing law and Jurisdiction:**
This document shall be governed by the laws of India and any disputes arising out of or related to this document shall be subject to the Courts at **Gurgaon**

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ANNEXURE- II
COMPENSATION DETAILS

Name	**Muskan Tripathi**
Designation	**Application Associate, Financial Modeling**
Division	**S&P Global Market Intelligence**

A. Earnings	**Monthly (Rs.)**	**Annual (Rs.)**
(i) Basic Salary *45% of Base Salary*	16,290.00	195,480.00
(ii) Basket of Allowances (HRA, LTA, Medical Allowance, Child Education Allowance, Academic Development, Meal Coupon, Gift Coupon, Telephone Reimbursement, Internet Reimbursement, Fuel & Maintenance, Driver's Salary)	19,910.00	238,920.00
BASE SALARY	**36,200.00**	**434,400.00**
B. Retirement Benefits		
(i) Employer's Contribution to Provident I *12% of Basic Salary*	1,954.80	23,457.60
C. Additional Earnings		
(i) Variable Pay Target *10.0%* *Semi-Annual*		43,440.00
TOTAL EARNINGS (A+B+C)	**38,154.80**	**501,297.60**

For S&P Capital IQ (India) Pvt. Ltd.

Authorized Signatory

Muskan Tripathi

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ADDENDUM

1. Company would be providing Provident Fund for all its employees at 12% of basic salary. All employees will need to make an equal contribution to the Provident Fund. Any additional voluntary provident fund contribution will be at the discretion of the employee.

2. You will be eligible for Company's Gratuity contribution as per the Payment of Gratuity Act.

3. You and your family will be covered under a Group medical insurance cover and you will have a personal Accident cover and life insurance cover as per the policy applicable.
   - You and your family will be covered under a Group medical insurance cover (INR 300,000).
   - You will have a personal accident cover of 36 times of monthly Base Salary as per the policy.
   - You will have a term insurance cover of 36 times of monthly Base Salary as per the policy.

4. You will be eligible to participate in the 2019 **MI Semi-Annual Plan** with an **annual** target incentive opportunity of **10%** of your base salary. Actual payment under the Plan, if any, will be based on the degree of achievement of your goals and objectives for each performance cycle. Your payment for the performance cycle will be pro-rated based on the number of days you have been employed with the company. Awards may be less than the communicated target and subject to your manager's assessment of your individual performance for the performance cycle. Please note that target opportunities and eligibility are not commitments to pay any award as all payments under the plan are discretionary. To receive a payment, you must be an employee in good standing and be employed by S&P Global, or any of its business units, on the Plan payout date.

5. If your date of joining is prior to October 1, you will be eligible to participate in the Annual year end cycle for merit increment for the current year. Effective dates may change depending on the annual pay cycle.

6. Company follows a bi-annual performance bonus cycle; January- June and July-December. You will qualify to participate in the performance bonus cycle if your date of joining is prior to the cut-off dates.

7. All tax liabilities arising out of the compensation shall be borne by the employee.

8. Company provides employees with tax exemptions to help them avail their compensation in the most tax efficient manner. These can be availed as per the tax regulations.

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EMPLOYMENT CONTRACT

This employment contract is made at Hyderabad, Telangana and effective this **11th Day of January, 2018**

BETWEEN: the ("Employee") **Anit Agarwal**, an Indian Resident residing in: Hyderabad, India.

- **The Party to the First part**

AND: **Svobodha Infinity Private Limited Ltd.** (the "Company"), a Private Limited Firm registered in India having its registered office at: **Himayatnagar, Hyderabad**,India.

- **The Party to the Secondpart**

(Collectively referred to as "Parties")

The term Party to the First Part and Second Part or Parties wherever occurs shall include its heirs, successors, assignors, legal representatives, executors or administrators wherever the context so admits.

The Parties subsequent to the issue of appointment letter enter this Contract or execution of the employment contract dated the 11th Day of January, 2018 and the induction date will be .....

WHEREAS, the Company desires to offer the employment to the Party of the First Part and the said Party desires to be employed/appointed by the Company in employment for the post of "Associate Research Analyst.

Employee Service Conditions: Following are the terms and conditions associated with your employment:

"Company" or "Svobodha" for all purposes shall mean Svobodha Infinity Private Limited

"You" or "Candidate" for all purposes shall mean

1-2-302, 1st Floor, Domalguda, Hyderabad - 500 029.
Tel : 040-27638965 | www.savart.in | email: info@savart.in

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Remuneration:

Your monthly stipend will be **INR40,000** (Forty Thousand Rupees only) + **INR 15,000** in stock options under the ESOP. The allowances, incentives and other benefits of your employment will be provided as per Company policies as applicable from time to time and based on performance, as may be mutually decided by the Company and the Candidate.

1. **Period of Probation:**

Your employment by the Company is subject to a probationary period of 6 months, during which time you will be required to demonstrate to the Company's satisfaction your suitability for the position in which you are employed. During the period of probation, the Company shall be in a discretionary power to remove or extend your probation period depending on your performance and occupational efficiencies for the position in which you are employed.

2. **Place of Employment:**

The Candidate's place of posting/employment will be in Hyderabad and the Candidate may have to travel to different cities during the tenure of his/her employment. You may be required to travel on Company work and expenses will be reimbursed as per Company policies. Your travel/conveyance allowance/reimbursement is strictly between yourself and the Company. It has been determined based on numerous factors such as nature of assignment, job role and skills. This information and any changes made therein should be treated as personal and confidential.

3. **Training and Development:**

During the course of your employment, to enable you to discharge your duties efficiently, Company may invest in you by providing you specialized and/or certified job-related training. If you choose to separate from the Company after undergoing the training (before a minimum period as may be communicated prior to such training), Company has the right to recover any and all expenses expended on your training

including and not limited to associated expenses thereof.

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4. **ConfidentialityClause:**

The Candidate recognizes and acknowledges that the system, business materials, marketing strategies, operational planning, product/service pricing policies, client details, salary, revenues, user information, software knowledge and all system documentation relating thereto ("Proprietary Information") which Company owns, plans or develops, whether for its own use or for use by its clients or relating thereto are confidential and proprietary to the Company. The Candidate further recognizes and acknowledges that in order to enable the Company to perform services for its clients, such clients may furnish to the Company Confidential Information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to the Company depends upon, among other things, the Company and its employees (Candidate) keeping such services and information confidential (collectively, including Company systems and Company's client information, the "Confidential Information")

5. **Non- Disclosure Clause:**

The Candidate agrees that, except as directed by the Company, the Candidate will not at any time, whether during or after his/her employment with the Company, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Candidate or otherwise coming into the Candidate's possession or control without the prior written permission of the Company. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both theParties.

6. **Non- CompetitionClause:**

The Candidate agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, Candidate shall not, until the expiration of months after the termination of the employment relationship between the Company and the Candidate, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or

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employment which is directly competitive with the Company and its services. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both theParties.

Your employment is also contingent upon your ability to work for the Company without restriction i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer. However subsequently if any non-compete obligations are discovered you shall be personally liable for the same.

7. **Minimum period of Employment:**

The Candidate acknowledges that substantial costs and time will be invested on him for training him specifically for effectively handling the job responsibilities and any discontinuance of the employment before the expiry of the 6 months term would unfairly prejudice the Company, and as such, the Candidate undertakes not to leave the services of the Company, for any reason what so ever, for a minimum period of 3 years from the date of his/her joining the services of the Company. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both theParties.

In case of satisfaction of the company and the candidate, the given agreement & its terms shall be deemed applicable unless revised and agreed by both parties.

8. **Termination ofContract:**

The Candidate shall serve a notice period of 3 months for/before separating from the Company's services.

The Company and the Candidate acknowledges and agrees that the serving of notice for leaving the service of the Company is essence of the Contract and shall be strictly adhered to.

The Company shall have the right to terminate this Contract/Agreement at any time for lack of performance, for non-disciplinary behavior, for any breach of this Agreement or even otherwise without any prior notice.

Upon your resignation or retirement from the company or termination of your services, you are required to return all assets and properties of the Company such as systems, business materials, documents, correspondence, machines, data, files, books etc.

If you are absent for a continuous period of more than 3 working days without obtaining management's approval, company may construe this as an act of abandonment and will proceed to follow the process as defined under the policy concerned.

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9. **MiscellaneousProvisions:**

i. You have confirmed that you shall be exclusively working for the company and will not either directly or indirectly take up any employment, engage in any business, educational courses or engage in any service with any other person or entity either on part-time basis orotherwise.

ii. You will strictly adhere to the guidelines, policies and/or code of conduct of the Company pertaining to working hours, leaves, dress code, office cultures and conducts and will work within the frame work of the company policies as decided from time to time.

iii. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

iv. It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.

v. You will abide by the Employee Service Conditions as enumerated above. Any and all of the terms and conditions of service may be modified, altered or changed at any time by the Company at its discretion.

You are required to sign and submit a copy of this letter of appointment and agreement as a token of your acceptance of Company's terms and conditions. Following this, a Employee policy will be shared enlisting the details of attendance & other daily activities.

We once again welcome you to our team and look forward to your contribution towards ***success*** of the organization and yourself.

Regards,

For Svobodha Infinity Private Limited

Sankarsh Chanda
Managing Director

SVOBODHA INFINITY PVT. LTD. HYDERABAD

Verified and Accepted:

Dated. 11/01/2019.

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STRICTLY PRIVATE & CONFIDENTIAL

March 29, 2019
Yuvraghi Sharma
158, Sector-7, Urban Estate, Gurgaon -122001.

Gurgaon

SUBJECT: APPOINTMENT LETTER

Dear Yuvraghi,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management

may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE "A".

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Yuvraghi Sharma, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Yuvraghi Sharma Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**272,727.00**
HRA	**136,364.00**
SPECIAL ALLOWANCE (FBP)*	**226,882.00**
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	**MAXIMUM ALLOWABLE LIMIT (PER ANNUM)**
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma

Director - TAM

Accepted by: Yuvraghi

Signature:

Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.

You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month’s notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in

any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in

lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge

of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the

Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

March 29, 2019
Shubham Padhi
#15, Road no. 2, New TC Colony, BH Area, Kadma, Jamshedpur - 831005.

Jamshedpur

SUBJECT: APPOINTMENT LETTER

Dear Shubham,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019.** In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru.**The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management

may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Shubham Padhi, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Shubham Padhi Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**272,727.00**
HRA	**136,364.00**
SPECIAL ALLOWANCE (FBP)*	**226,882.00**
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	**MAXIMUM ALLOWABLE LIMIT (PER ANNUM)**
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma.

Runita Verma

Director - TAM

Accepted by: Shubham

Signature:

Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.

You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in

any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in

lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge

of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the

Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

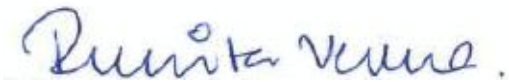

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Life Is On Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

April 1, 2019
Shreelekha Sivakumar
19/86, Third Street, Karpagam Avenue, RA Puram, Chennai - 600028.

Chennai

SUBJECT: APPOINTMENT LETTER

Dear Shreelekha,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru.**The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management

may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE "A".

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary

You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)

You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance

You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

***Performance Incentive**

The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Shreelekha Sivakumar, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

5/4/2019

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma.

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by: Shreelekha Sivakumar

Signature _____ *Date:* 5/4/2019

ANNEXURE - A

EMOLUMENTS

Salary Sheet	
Name: Shreelekha Sivakumar Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	INR (PER ANNUM)
BASIC SALARY	271,727.00
HRA	136,364.00
SPECIAL ALLOWANCE (FBP)*	226,882.00
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma.

Runita Verma

Director - TAM

Accepted by: Shreelekha

Signature:

Date: 5/4/2019

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

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Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.

You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

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You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

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During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

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In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term "Confidential Information" as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be "works made for hire" and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute "works made for hire" as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company's business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in

any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in

lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge

of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the

Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma.

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by: Shreelekha Sivakumar

Signature: *Date:* 5/4/2019

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

April 1, 2019
Samiparna Das
R-15, Baishnabghata Patuli Township, Flat 4A, Kolkata, West Bengal-700094.

Kolkata

SUBJECT: APPOINTMENT LETTER

Dear Samiparna,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management

may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE "A".

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Samiparna Das, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Samiparna Das Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**272,727.00**
HRA	**136,364.00**
SPECIAL ALLOWANCE (FBP)*	**226,882.00**
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	**MAXIMUM ALLOWABLE LIMIT (PER ANNUM)**
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma

Director - TAM

Accepted by: Samiparna

Signature:

Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.

You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month’s notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in

any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in

lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge

of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the

Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

April 3, 2019
Karthik Kadir V
No 37-3/48, Siddhi Vinayagar Kovil Street, Poo Market, Coimbatore South, Coimbatore - 641001.

Coimbatore

SUBJECT: APPOINTMENT LETTER

Dear Karthik,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve

the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **818,182.00**/- per annum
- Target performance incentive is Rs. **81,818.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **900,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE "A".

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Karthik Kadir V, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Karthik Kadir V Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**327,273.00**
HRA	**163,636.00**
SPECIAL ALLOWANCE (FBP)*	**272,258.00**
TOTAL CASH PER ANNUM	**763,167.00**
PROVIDENT FUND	**39,273.00**
GRATUITY	**15,742.00**
TOTAL FIXED COMPENSATION PER ANNUM	**818,182.00**
PERFORMANCE INCENTIVE TARGET	**81,818.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**900,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	**MAXIMUM ALLOWABLE LIMIT (PER ANNUM)**
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma

Director - TAM

Accepted by: Karthik

Signature:

Date:

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.

You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month’s notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in

any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in

lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge

of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the

Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

STRICTLY PRIVATE & CONFIDENTIAL

April 1, 2019
Gunnam Bharathi
Flat No:301, Ramchandra Enclave, Tanuku - 534211, Andhra Pradesh.

Tanuku

SUBJECT: APPOINTMENT LETTER

Dear Gunnam,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".

You are requested to report on **May 20, 2019**. In case you do not report by this date, this appointment letter shall stand withdrawn.

The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00/-** per annum
- Target performance incentive is Rs. **68,182.00/-** per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00/-** per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

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A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

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Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS
The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

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Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Gunnam Bharathi, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

G. Bharathi _____ 05/04/2019 _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma.

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by: Bharathi Gunnam

Signature G. Bharathi *Date:* 05/04/2019

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ANNEXURE - A
EMOLUMENTS

Salary Sheet

Name: Gunnam Bharathi
Designation:Management Trainee

YOUR COMPENSATION STRUCTURE	INR (PER ANNUM)
BASIC SALARY	271,727.00
HRA	136,364.00
SPECIAL ALLOWANCE (FBP)*	226,882.00
TOTAL CASH PER ANNUM	635,973.00
PROVIDENT FUND	32,727.00
GRATUITY	13,118.00
TOTAL FIXED COMPENSATION PER ANNUM	681,818.00
PERFORMANCE INCENTIVE TARGET	68,182.00
TOTAL COST WITH TARGET INCENTIVE PAYOUT	750,000.00

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma.

Runita Verma
Director - TAM

Accepted by: Gunnam

Signature: G. Bharathi

Date: 05/04/2019

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ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time

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during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve 3 months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term "Confidential Information" as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that

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of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be "works made for hire" and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute "works made for hire" as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company's business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,

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- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole

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discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

   On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

   2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching the prospective employer in order to ensure that the interests of the Company are protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable

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expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Schneider Electric India Private Limited

Runita Verma.

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by: Bharathi Gunnam

Signature: G. Bharathi *Date:* 05/04/2019

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Offer has been accepted

Printable Format

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

April 3, 2019

Disha Dutta

#11/7, Amoga Flat, Trustpuram, Kodambakkam, Chennai-600024.

Chennai

SUBJECT: APPOINTMENT LETTER

Dear Disha,

Thank you for investing your time to pursue an opportunity with Schneider Electric.

With reference to your application and subsequent discussions, we are pleased in offering

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PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section /department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **818,182.00**/- per annum
- Target performance incentive is Rs. **81,818.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **900,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

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A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary

You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)

You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance

You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**

The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal

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31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

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Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background

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of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Disha Dutta, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

Disha Dutta 04/04/2019

Signature of Employee Date

Thanking you,

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For and on behalf of

Schneider Electric India Private Limited

Runita Verma.

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature *Date* 04/04/2019

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EMOLUMENTS

Salary Sheet

Name: Disha Dutta

Designation:Management Trainee

YOUR COMPENSATION STRUCTURE	INR (PER AI
BASIC SALARY	327,273.
HRA	163,636.
SPECIAL ALLOWANCE (FBP)*	272,258.
TOTAL CASH PER ANNUM	763,167.
PROVIDENT FUND	39,273.(
GRATUITY	15,742.(
TOTAL FIXED COMPENSATION PER ANNUM	818,182.
PERFORMANCE INCENTIVE TARGET	81,818.(
TOTAL COST WITH TARGET INCENTIVE PAYOUT	900,000.

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi E Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER AI
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	15914
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options sum insured options are available to employees to select basis their family needs, providing enhanced c you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulatec The organization contributes a standard contribution to all employees which is 50% of standard insuranc

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Runita Verma.

Runita Verma

Director - TAM

Accepted by: Disha

Signature: Disha Dutta

Date: 04/04/2019

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ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees

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age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **3** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive any kind of communication on probation extension within 15 working days of confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter in 15 days, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

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1. **CONFIDENTIALTY**

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term "Confidential Information" as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known

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within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be "works made for hire" and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute "works made for hire" as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company's business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating

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you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all

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origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

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or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a notice period as mentioned in 'Probation & Notice Period' Clause. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the notice period and the same would be subject to encashment. No leave can be adjusted against the notice period. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any notice period and shall not entertain settlements of any kind of payments or dues by the company.

2. On termination of your employment, you will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason) you shall deliver up any and all property belonging to the Company in your possession and/or control. It is an absolute mandatory requirement of this employment, which is acknowledged by you as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the Company and shall be deemed to continue to remain an employee of the Company (albeit without pay) until such time that the charge has been duly and satisfactorily handed over to the designated superior. For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed. Unless the procedure set out in this paragraph has been strictly followed, you recognize that the Company shall have unrestricted rights to take appropriate legal steps, including approaching

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protected.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

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ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,

Yours sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma.

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Disha Dutta

Signature:

Date: 04/04/2019

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It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer electronically accepted by: Dutta, Disha
Offer electronically accepted on: null
Offer electronically accepted from: null

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SPRINGFORTH™
ROOTS.SHOOTS.FRUITS

Date: 19th Nov 2018

OFFER LETTER

Mr. Puneet Patel,
Bhawani Bhawan,
Jalan Gali, Modipura,
Sambalpur, Odisha – 768 002.

Dear Mr. Puneet Patel,

We are pleased to issue this offer letter to confirm your candidature in **"Springforth Capital Advisors Pvt Ltd"** for the position of **Management Trainee- Investment Banking**. You will be placed either at Bangalore or at Hyderabad wef 1st March'2019 (Joining location & formalities will be communicated in a separate mail) On reporting your duty you will report functionally to **Mr. Vikash Kumar, Director and Head Execution,** and administratively report to the Director's. Brief terms and conditions of employment are covered in following Sections:

On successful completion of your six months of services, you will be elevated as **"Associate- Investment banking"** in our co.

- **Annexure A: Gross emoluments and benefits**
- **Annexure B: List of Documents**
- **Annexure C: Terms & Conditions**
- **Annexure D: Roles and Responsibilities**
- **Annexure E: Confidentiality Obligations**
- **Annexure F: Termination of Service**

We congratulate you on your appointment and wish you a very long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming a global organization.

We assure you of our best support and guidance for your professional development and growth.

- Please sign and return duplicate copy of this letter as token of your acceptance of this offer.

For Springforth Capital Advisors Pvt Ltd.

M.Maheen Kannu
(Founder Director)

I accept the above terms & conditions of the Organization.

Mr. Puneet Patel

Section – A

Gross Emoluments

1. You will be paid gross annual remuneration of Rs. 500,000/- (Rs. Five Lakhs Only) including all allowances.
2. Income tax and other applicable taxes payable will be borne by yourself on remunerations/allowances/Bonus or incentives received from the organization.

Salary Structure (2018-19)		
		Mr. Puneet Patel
Particulars		**Amount in Rs.**
Annual Salary: Rs. 500000.00		
Basic Salary		**Rs. 16,667.00**
HRA		**Rs. 12,500.00**
Medical Allowances		**Rs. 1,250.00**
Conveyance		**Rs. 1,600.00**
LTC		**Rs. 1,250.00**
Other Allowances		**Rs. 8,400.00**
TotalRs. 41,667.00		
Deductions	**: Professional Tax**	**Rs. 200.00 Per month**
	: Income Tax	**As applicable.**

3. You will be eligible for further Incentives as per Company Policies. For sake of clarity, the incentive will range from 1 % to 4% of transaction closure income, wherein you have been involved. Incentive structure and fine print will be handed over to you on joining duty with us.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

Annexure – B

List of Documents

You are requested to furnish the following at the time of joining. Your appointment will be provisional till you furnish them:

1. 4 recent coloured passport size photographs
2. Proof of Date of Birth (Photocopy of School Marks Sheet)
3. Photocopy of educational qualification (10th,12th, Graduation, Post-Graduation, if any & Certifications)
4. Proof of address: (Copy of Photo Id Card / Passport / driving License / showing your address of correspondence / address attested by your bank)
5. Copy of PAN Card issued by Income Tax Authority of India to be submitted to Accounts Dept at least 2 days Before issuance of 1st Month of Salary, [if PAN is not available, the employee has to apply, Obtain and submit the same for finance department, else tax on salary (TDS) would be levied at the appropriate rate as prescribed by Income Tax Authorities in India, which shall be higher than the normal rate of Tax.]
6. Your Bank Account details including (Full Name, Bank Name, Bank Branch, IFSC Code, Type of Account – CA/SB) with a cancelled cheque

Annexure – C

Terms & Conditions

Your employment with us will be governed by the below Terms & Conditions

1. You will be placed in our Bangalore **Or Hyderabad Office.** (Office Timing: 9.30 AM to 6.30 PM).
2. Based on your performance appraisal rating and the financial results of the organization your salary will be revised upwards on annual basis.
3. You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.
4. The Company shall be entitled to make policy changes from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.
5. The Company reserves the right to amend or alter the Terms & Condition of Employment at any time.
6. Further the Company reserves the right and has your consent to debit your salary account for any erroneous transaction which may occur due to any error that will take place and/or any payments due.
7. Please ensure that you are not engaged to any firm, person or company at the time of joining and you have no pending business issues with anyone that could impede your diligence in discharging duties with us.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

Annexure – D

Roles and Responsibilities

1. Focus on new Business Development through regular industry coverage by primary and secondary research, prospect meetings and industry events.
2. Life cycle of the mandate with the help of support team and work from Origination of the mandate to till the Execution
3. Assisting execution process through building financial models, investor decks, finalizing the reports, presentations and other collateral building.
4. Investor / Lender Liaison: Liaison with the potential investors / lenders such as banks & financial institutions on a continuous basis and take specific transactions to the closure.
5. Support associate companies of Springforth Capital Advisors Pvt Ltd requiring similar skill sets.

Annexure – E

Confidentiality Obligations

1. "**Confidential Information** "shall mean any information disclosed to you or gained by you related to any aspects of business of Springforth Capital (SFCA) whether prior to the date of this letter or thereafter including without limitation information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party or its Representative or which contain or otherwise reflect or are generated from any Confidential Information.

2. Any work being developed by you for the Project during the period of our association shall also be considered as Confidential Information and the document / information becomes the property of SFCA.

3. You shall keep all Confidential Information strictly confidential,

   i. You shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit (commercially or for any other purpose) such Confidential Information for your own benefit or for the benefit of another without the prior written consent of the SFCA

   ii. You cannot duplicate in any manner any Confidential Information furnished in tangible form except for the purposes of this Agreement without the prior written consent of the SFCA.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD

Annexure-F

Termination of Service

1. Your appointment can be terminated by the Company, without any explanation, by giving you not less than 2 months' prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.

2. You may terminate your employment with the Company, without any cause, by giving no less than **3** months' prior notice or salary for unsaved period, [left after adjustment of pending leaves, as on date.
3. The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.
4. On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, soft copies, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.
5. Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

CAPITA ADVISORS PVT. LTD. SPRINGFORTH

I, **Mr. Puneet Patel** have read and understood the Terms & Conditions and also Roles & Responsibilities as stated above and hereby confirm & undertake to strictly abide by the same.

Signature of the Candidate **Date: 19th Nov'2018**

_____

SPRINGFORTH™
ROOTS.SHOOTS.FRUITS

Date: 19th Nov 2018

OFFER LETTER

Mr. Mohit Kumar,
B – 9/ 384, Sector-3,
Rohini, Delhi – 110 085.

Dear Mr. Mohit Kumar,

We are pleased to issue this offer letter to confirm your candidature in **"Springforth Capital Advisors Pvt Ltd"** for the position of **Management Trainee- Investment Banking**. You will be placed either at Bangalore or at Hyderabad wef 1st March'2019 (Joining location & formalities will be communicated in a separate mail) On reporting your duty you will report functionally to **Mr. Vikash Kumar, Director and Head Execution,** and administratively report to the Director's. Brief terms and conditions of employment are covered in following Sections:

On successful completion of your six months of services, you will be elevated as **"Associate- Investment banking"** in our co.

- **Annexure A: Gross emoluments and benefits**
- **Annexure B: List of Documents**
- **Annexure C: Terms & Conditions**
- **Annexure D: Roles and Responsibilities**
- **Annexure E: Confidentiality Obligations**
- **Annexure F: Termination of Service**

We congratulate you on your appointment and wish you a very long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming a global organization.

We assure you of our best support and guidance for your professional development and growth.

- Please sign and return duplicate copy of this letter as token of your acceptance of this offer.

For Springforth Capital Advisors Pvt Ltd.

M.Mahesh Kannu
(Founder Director)

I accept the above terms & conditions of the Organization.

Mr. Mohit Kumar

Section – A

Gross Emoluments

1. You will be paid gross annual remuneration of Rs. 500,000/- (Rs. Five Lakhs Only) including all allowances.
2. Income tax and other applicable taxes payable will be borne by yourself on remunerations/allowances/Bonus or incentives received from the organization.

Salary Structure (2018-19)		
		Mr. Mohit Kumar
Particulars		**Amount in Rs.**
Annual Salary: Rs. 500000.00		
Basic Salary		**Rs. 16,667.00**
HRA		**Rs. 12,500.00**
Medical Allowances		**Rs. 1,250.00**
Conveyance		**Rs. 1,600.00**
LTC		**Rs. 1,250.00**
Other Allowances		**Rs. 8,400.00**
TotalRs. 41,667.00		
Deductions	**: Professional Tax**	**Rs. 200.00 Per month**
	: Income Tax	**As applicable.**

3. You will be eligible for further Incentives as per Company Policies. For sake of clarity, the incentive will range from 1 % to 4% of transaction closure income, wherein you have been involved. Incentive structure and fine print will be handed over to you on joining duty with us.

CAPITAL ADVISORS PVT. LTD. • SPRINGFORTH

Annexure – B

List of Documents

You are requested to furnish the following at the time of joining. Your appointment will be provisional till you furnish them:

1. 4 recent coloured passport size photographs
2. Proof of Date of Birth (Photocopy of School Marks Sheet)
3. Photocopy of educational qualification (10th,12th, Graduation, Post-Graduation, if any & Certifications)
4. Proof of address: (Copy of Photo Id Card / Passport / driving License / showing your address of correspondence / address attested by your bank)
5. Copy of PAN Card issued by Income Tax Authority of India to be submitted to Accounts Dept at least 2 days Before issuance of 1st Month of Salary, [if PAN is not available, the employee has to apply, Obtain and submit the same for finance department, else tax on salary (TDS) would be levied at the appropriate rate as prescribed by Income Tax Authorities in India, which shall be higher than the normal rate of Tax.]
6. Your Bank Account details including (Full Name, Bank Name, Bank Branch, IFSC Code, Type of Account – CA/SB) with a cancelled cheque

Annexure – C

Terms & Conditions

Your employment with us will be governed by the below Terms & Conditions

1. You will be placed in our **Bangalore Or Hyderabad Office.** (Office Timing: 9.30 AM to 6.30 PM).
2. Based on your performance appraisal rating and the financial results of the organization your salary will be revised upwards on annual basis.
3. You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.
4. The Company shall be entitled to make policy changes from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.
5. The Company reserves the right to amend or alter the Terms & Condition of Employment at any time.
6. Further the Company reserves the right and has your consent to debit your salary account for any erroneous transaction which may occur due to any error that will take place and/or any payments due.
7. Please ensure that you are not engaged to any firm, person or company at the time of joining and you have no pending business issues with anyone that could impede your diligence in discharging duties with us.

SPRINGFORTH ADVISORS PVT. LTD.

Annexure – D

Roles and Responsibilities

1. Focus on new Business Development through regular industry coverage by primary and secondary research, prospect meetings and industry events.
2. Life cycle of the mandate with the help of support team and work from Origination of the mandate to till the Execution
3. Assisting execution process through building financial models, investor decks, finalizing the reports, presentations and other collateral building.
4. Investor / Lender Liaison: Liaison with the potential investors / lenders such as banks & financial institutions on a continuous basis and take specific transactions to the closure.
5. Support associate companies of Springforth Capital Advisors Pvt Ltd requiring similar skill sets.

Annexure – E

Confidentiality Obligations

1. "**Confidential Information** "shall mean any information disclosed to you or gained by you related to any aspects of business of Springforth Capital (SFCA) whether prior to the date of this letter or thereafter including without limitation information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party or its Representative or which contain or otherwise reflect or are generated from any Confidential Information.

2. Any work being developed by you for the Project during the period of our association shall also be considered as Confidential Information and the document / information becomes the property of SFCA.

3. You shall keep all Confidential Information strictly confidential,

   i. You shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit (commercially or for any other purpose) such Confidential Information for your own benefit or for the benefit of another without the prior written consent of the SFCA
   ii. You cannot duplicate in any manner any Confidential Information furnished in tangible form except for the purposes of this Agreement without the prior written consent of the SFCA.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

Annexure-F

Termination of Service

1. Your appointment can be terminated by the Company, without any explanation, by giving you not less than 2 months' prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.

2. You may terminate your employment with the Company, without any cause, by giving no less than **3** months' prior notice or salary for unsaved period, [left after adjustment of pending leaves, as on date.
3. The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.
4. On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, soft copies, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.
5. Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

I, **Mr. Mohit Kumar** have read and understood the Terms & Conditions and also Roles & Responsibilities as stated above and hereby confirm & undertake to strictly abide by the same.

Signature of the Candidate **Date: 19th Nov'2018**

_____

SPRINGFORTH™
ROOTS.SHOOTS.FRUITS

5 YEARS

Date: 6th Feb 2019

OFFER LETTER

Mr. Anirudh Batra,
F – 42, Patel Nagar-I,
Ghaziabad,
Uttar Pradesh, 201 001

Dear Mr. Anirudh Batra,

We are pleased to issue this offer letter to confirm your candidature in **"Springforth Capital Advisors Pvt Ltd"** for the position of **Management Trainee- Investment Banking**. You will be placed either at Bangalore or at Hyderabad wef 3rd June'2019 (Joining location & formalities will be communicated in a separate mail) On reporting your duty you will report functionally to **Mr. Vikash Kumar, Director and Head Execution,** and administratively report to the Director's. Brief terms and conditions of employment are covered in following Sections:

On successful completion of your six months of services, you will be elevated as **"Associate- Investment banking"** in our co.

- **Annexure A: Gross emoluments and benefits**
- **Annexure B: List of Documents**
- **Annexure C: Terms & Conditions**
- **Annexure D: Roles and Responsibilities**
- **Annexure E: Confidentiality Obligations**
- **Annexure F: Termination of Service**

We congratulate you on your appointment and wish you a very long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming a global organization.

We assure you of our best support and guidance for your professional development and growth.

- Please sign and return duplicate copy of this letter as token of your acceptance of this offer.

For Springforth Capital Advisors Pvt Ltd.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

M.Maheen Kannu
(Founder-Director)

I accept the above terms & conditions of the Organization.

Mr. Anirudh Batra

Section – A

Gross Emoluments

1. You will be paid gross annual remuneration of Rs. 500,000/- (Rs. Five Lakhs Only) including all allowances.
2. Income tax and other applicable taxes payable will be borne by yourself on remunerations/allowances/Bonus or incentives received from the organization.

Salary Structure (2018-19) **Mr. Anirudh Batra**		
Particulars		**Amount in Rs.**
Annual Salary: Rs. 500000.00		
Basic Salary		**Rs. 16,667.00**
HRA		**Rs. 12,500.00**
Medical Allowances		**Rs. 1,250.00**
Conveyance		**Rs. 1,600.00**
LTC		**Rs. 1,250.00**
Other Allowances		**Rs. 8,400.00**
TotalRs. 41,667.00		
Deductions	**: Professional Tax**	**Rs. 200.00 Per month**
	: Income Tax	**As applicable.**

3. You will be eligible for further Incentives as per Company Policies. For sake of clarity, the incentive will range from 1 % to 4% of transaction closure income, wherein you have been involved. Incentive structure ~~and fine~~ print will be handed over to you on joining duty with us.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

Annexure – B

List of Documents

You are requested to furnish the following at the time of joining. Your appointment will be provisional till you furnish them:

1. 4 recent coloured passport size photographs
2. Proof of Date of Birth (Photocopy of School Marks Sheet)
3. Photocopy of educational qualification (10th,12th, Graduation, Post-Graduation, if any & Certifications)
4. Proof of address: (Copy of Photo Id Card / Passport / driving License / showing your address of correspondence / address attested by your bank)
5. Copy of PAN Card issued by Income Tax Authority of India to be submitted to Accounts Dept at least 2 days Before issuance of 1st Month of Salary, [if PAN is not available, the employee has to apply, Obtain and submit the same for finance department, else tax on salary (TDS) would be levied at the appropriate rate as prescribed by Income Tax Authorities in India, which shall be higher than the normal rate of Tax.]
6. Your Bank Account details including (Full Name, Bank Name, Bank Branch, IFSC Code, Type of Account – CA/SB) with a cancelled cheque

Annexure – C

Terms & Conditions

Your employment with us will be governed by the below Terms & Conditions

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4. The Company shall be entitled to make policy changes from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.
5. The Company reserves the right to amend or alter the Terms & Condition of Employment at any time.
6. Further the Company reserves the right and has your consent to debit your salary account for any erroneous transaction which may occur due to any error that will take place and/or any payments due.
7. Please ensure that you are not engaged to any firm, person or company at the time of joining and you have no pending business issues with anyone that could impede your diligence in discharging duties with us.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

Annexure – D

Roles and Responsibilities

1. Focus on new Business Development through regular industry coverage by primary and secondary research, prospect meetings and industry events.
2. Life cycle of the mandate with the help of support team and work from Origination of the mandate to till the Execution
3. Assisting execution process through building financial models, investor decks, finalizing the reports, presentations and other collateral building.
4. Investor / Lender Liaison: Liaison with the potential investors / lenders such as banks & financial institutions on a continuous basis and take specific transactions to the closure.
5. Support associate companies of Springforth Capital Advisors Pvt Ltd requiring similar skill sets.

Annexure – E

Confidentiality Obligations

1. "**Confidential Information** "shall mean any information disclosed to you or gained by you related to any aspects of business of Springforth Capital (SFCA) whether prior to the date of this letter or thereafter including without limitation information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party or its Representative or which contain or otherwise reflect or are generated from any Confidential Information.

2. Any work being developed by you for the Project during the period of our association shall also be considered as Confidential Information and the document / information becomes the property of SFCA.

3. You shall keep all Confidential Information strictly confidential,

   i. You shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit (commercially or for any other purpose) such Confidential Information for your own benefit or for the benefit of another without the prior written consent of the SFCA

   ii. You cannot duplicate in any manner any Confidential Information furnished in tangible form except for the purposes of this Agreement without the prior written consent of the SFCA.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

Annexure-F

Termination of Service

1. Your appointment can be terminated by the Company, without any explanation, by giving you not less than 2 months' prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.

2. You may terminate your employment with the Company, without any cause, by giving no less than **3** months' prior notice or salary for unsaved period, [left after adjustment of pending leaves, as on date.
3. The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.
4. On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, soft copies, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.
5. Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

SPRINGFORTH CAPITAL ADVISORS PVT. LTD.

I, **Mr. Anirudh Batra** have read and understood the Terms & Conditions and also Roles & Responsibilities as stated above and hereby confirm & undertake to strictly abide by the same.

Signature of the Candidate **Date: 6th Feb'2019**

_____

StateStreet Corporate Services Mumbai Pvt Ltd
1st Floor, 58 RMZ Ecoworld
Outer Ring Road, Varthur Hobli
Bangalore E Taluk, Bangalore, 560103
www.statestreet.com

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement") is made on this April 10,2019 by and between StateStreet Corporate Services Mumbai Private Limited, a company incorporated under the laws of India and having its principal place of business at Bangalore (the "Company"), and Akanksha Tomar, an individual, currently residing at Sagar (the "Employee").

RECITALS

WHEREAS, the Employee possesses knowledge, skill and experience advantageous to the Company.WHEREAS, the Company desires to employ the Employee as a 'Senior Associate', of the Company on the terms and subject to the conditions set forth in this Employment Agreement and the Employee is willing to be so employed by the Company. NOW, THEREFORE, in consideration of the promises, mutual agreements and covenants contained in this Employment Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the Company and the Employee hereby agree as follows:

AGREEMENTS

1 **Employment**

a) Subject to the terms and conditions of this Employment Agreement, the Company hereby employs the Employee as 'Senior Associate', and the Employee hereby agrees to serve the Company in such capacity, as an employee at will , for the period commencing April 29,2019 (the 'Effective Date') and until termination of this Employment Agreement by the Employer, (the 'Employment Term').

b) The Employment Term includes a three (3) month probation period (the "Probation Period") which shall commence from the Effective Date, following which the Company may, in its sole discretion, either extend the Probation Period for any period of time (the "Extended Probation Period") or confirm the Employee's employment with the Company.

c) Subject to Section 8 of this Employment Agreement, the Employee's employment with the Company shall, after the completion of the Probation Period and after the completion of the Extended Probation Period, if any, be deemed to have been confirmed unless the Employee, within a period of fifteen (15) days after the completion of the Probation Period and within a period of fifteen (15) days after the completion of the Extended Probation Period, if any, receives a notice of termination of his/her employment with the Company

CIN:U74130KA2007PTC043738

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StateStreet Corporate Services Mumbai Pvt Ltd
7th Floor, 68 RMZ Ecoworld
Outer Ring Road, Varthur Hobli
Bangalore E Taluk, Bangalore 560103

www.statestreet.com

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement") is made on this April 10,2019 by and between StateStreet Corporate Services Mumbai Private Limited, a company incorporated under the laws of India and having its principal place of business at Bangalore (the "Company"), and Akanksha Tomar, an individual, currently residing at Sagar (the "Employee").

RECITALS

WHEREAS, the Employee possesses knowledge, skill and experience advantageous to the Company.WHEREAS, the Company desires to employ the Employee as a 'Senior Associate', of the Company on the terms and subject to the conditions set forth in this Employment Agreement and the Employee is willing to be so employed by the Company. NOW, THEREFORE, in consideration of the promises, mutual agreements and covenants contained in this Employment Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the Company and the Employee hereby agree as follows:

AGREEMENTS

1 **Employment**

a) Subject to the terms and conditions of this Employment Agreement, the Company hereby employs the Employee as 'Senior Associate', and the Employee hereby agrees to serve the Company in such capacity, as an employee at will , for the period commencing April 29,2019 (the 'Effective Date') and until termination of this Employment Agreement by the Employer, (the 'Employment Term').

b) The Employment Term includes a three (3) month probation period (the "Probation Period") which shall commence from the Effective Date, following which the Company may, in its sole discretion, either extend the Probation Period for any period of time (the "Extended Probation Period") or confirm the Employee's employment with the Company.

c) Subject to Section 8 of this Employment Agreement, the Employee's employment with the Company shall, after the completion of the Probation Period and after the completion of the Extended Probation Period, if any, be deemed to have been confirmed unless the Employee, within a period of fifteen (15) days after the completion of the Probation Period and within a period of fifteen (15) days after the completion of the Extended Probation Period, if any, receives a notice of termination of his/her employment with the Company.

Scanned by CamScanner

StateStreet Corporate Services Mumbai Pvt Ltd.
3rd Floor, 6B RMZ Ecoworld,
Outer Ring Road, Varthur Hobli
Bangalore E Taluk, Bangalore 560103
www.statestreet.com

2 **Time to be devoted to Employment and hours of work**

The Employee shall, except during vacation periods or absences due to temporary illness, devote his/her best efforts and full time attention and skill and his/her professional and business time, attention and energies to his/her duties and responsibilities hereunder. The employee is required to dedicate a minimum of 45 (forty five) hours a week towards fulfillment of his/her duties under this Employment Agreement. The requirements of the Employee's employment do call for some flexibility and the Employee will be expected to work such hours as may be necessary for the proper and satisfactory performance of the Employee's duties without additional remuneration. The Employee agrees that he/she will not be entitled to any overtime compensation for additional hours devoted to his/her employment with the Company.

Employee may be required to work either on day or night shifts and which shift pattern employee will be required to work, will be determined and communicated to the employee by their manager. Employee hours and work and shift timing may be subject to variation depending on the schedule operated by their respective team or department, for which employee will be notified from time to time.

3 **Duties**

a) The Employee shall during his/her employment under this agreement:

i. Perform the duties and discharge the responsibilities of the role

ii. In addition to the duties and responsibilities which the position of the Employee normally entails, the Employee may, from time to time, be required to undertake additional or other duties and/or responsibilities consistent with the Employee's designation, and as may be deemed necessary by Head of the Entity to meet the needs of the business of the Company.

b) The Employee shall be based in Bangalore but may be required to work in any place within India which the Company may require for the proper performance and exercise of his/her duties and responsibilities and the Employee may be required to travel on the business of the Company anywhere within and outside India.

4 **Remuneration and Related Matters**

a) Employee's annual salary and other compensation as of the date of this Agreement is as set forth in Exhibit "A" hereto, which are subject to review and modification annually by the Company. The Company shall be entitled to withhold from any payments due to Employee pursuant to the provisions of this Agreement any amounts required to be withheld by any applicable taxing or other authority, or any amounts loaned to Employee by the Company.

b) The Company shall also reimburse to Employee any reasonable business expenses incurred by the Employee on behalf of the Company, during the Employment Term and arising out of the fulfillment of his/her responsibilities and duties hereunder.

5 **Hours of Employment and Holidays**

Subject to Section 2 and 3 hereof, the Employee shall be entitled to take the public holidays as applicable in the state of Karnataka, such number of additional holidays as may be decided, from time to time, by the Company.

In accordance with the company policy, the Employee shall be entitled to take Fifteen (15) days' Earned Leave and Five (5) Casual Leave for every year of service.

CIN U74130KA2007PTC043738

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State Street Corporation India Pvt. Ltd.
3rd Floor, SB Road, Ecoworld
Outer Ring Road, Varthur Hobli
Bangalore E Taluk, Bangalore, 560103
www.statestreet.com

6 **Policies and Practices**

The Employee agrees to abide by all the Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and communicate to the Employee and to indemnify the Company for any loss suffered as a consequence of a breach by the Employee of the Company rules, regulations, instructions, policies, practices and procedures, if these losses are a direct result of gross negligence on part of the Employee.

Such rules, regulations, instructions, policies, practices and procedures are set forth in the Company's Staff Hand Book , and are incorporated in this Employment Agreement by reference. The Employee shall receive a copy of the Company's Staff Hand Book on their first day of employment.

Additional Employment-Related Agreements and Codes

You will also be required to complete State Street's online Standard of Conduct (and Code of Ethics where applicable) certification and learning assessment following the commencement of employment, as a condition of continued employment

In addition, where applicable, if you accept this offer of employment you will become subject to the [State Street Global Advisors/SSGA Funds Management, Inc.] [State Street Global Markets] [IMS West] Code of Ethics enclosed within, which includes certain trading requirements such as pre-clearance and use of designated brokers. By signing and returning this offer, you acknowledge and agree that you will comply with the Code of Ethics (as it may be in effect from time to time) throughout your employment.

7 **Employment Benefits**

The Employee shall receive the following employment benefits:

a) The Company shall every year contribute to the provident fund established under the Employees Provident Fund Scheme ("Provident Fund Scheme") framed under Section 5 of The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, as amended (the "Provident Fund Act") an amount equal to 12% of the Salary and relevant allowances. The Employee hereby agrees and confirms that the Company shall be entitled to, and shall, deduct from the Employee's Salary and pay to the provident fund established under the Provident Fund Scheme as the Employee's contribution to such fund an amount equal to 12% of the Salary and relevant allowances. Such contributions shall be made in accordance with the provisions of the Provident Fund Scheme and the Provident Fund Act. If such provisions require payment on a monthly basis, then the contributions shall be made with reference to the pro-rated monthly amount of the Salary and relevant allowances payable to the Employee under this agreement.

b) The Company shall every year make contributions to a gratuity fund as per the applicable law.

8 **Termination of Employment by Company**

a) The Employee's employment may be terminated by the Company upon the occurrence of any one or more of the following events:

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i. death of the Employee;

ii. the failure by the Employee to substantially or satisfactorily perform his/her duties hereunder, as a result of physical or mental incapacity (hereinafter referred to as "disability"), which disability shall continue for more than three (3) consecutive months or an aggregate of more than five (5) months in any calendar year ("Permanent Disability"); or

iii. for "Cause", which shall mean the following:

a) the willful failure by the Employee to substantially perform his/her duties hereunder (including the breach of any provision of Sections 11 and/or 12 for reasons other than death or disability);

b) the commission by the Employee of an act constituting fraud or any other criminal offence against the Company or otherwise;

c) any act or failure to act by the Employee which involves dishonesty in the course of his/her employment or theft of the Company's assets;

d) Employee's refusal or willful failure to act in accordance with any direction or order of the Company and/or of his/her superiors in the Company, or material neglect, which continues after the Employee has been given five (5) days prior written notice and an opportunity to cure;

e) conviction of the Employee for any criminal offence (other than an offence under road traffic law for which the Employee is not sentenced to any term of imprisonment whether immediate or suspended); or

f) Employee's willful or intentional act or conduct that in any way has a direct, substantial and adverse effect on the Company's business, operations or reputation.

g) Employee's unauthorised absence from work for a period of 5 or more days.

b) The Company may at any time and in its sole discretion, by giving sixty (60) days written notice to the Employee, or by payment of Salary in lieu thereof, terminate this Employment Agreement 'at will' for any reason, including those not set forth in Section 8 (a). However, the Company shall not be obligated to pay, in lieu of the sixty (60) days written notice, the salary of the employee if, the employee's employment is terminated under clause 8 (a) (iii) (g) of this Employment Agreement.

9 Termination of Employment by the Employee

The Employee may terminate his/her employment under this Employment Agreement for Good Reason. For purposes of this Agreement, "Good Reason" shall mean any reduction in or failure by the Company to pay the compensation and benefits provided for in this Employment Agreement after the Employee has given the Company sixty (60) days written notice and the opportunity to cure such failure.

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10 Obligations upon Termination

1 Payments. The Company shall not be obligated to pay and shall not be liable to the Employee for any termination of the Employee's employment hereunder if such termination is in accordance with the terms of this Employment Agreement.

2 Death and Permanent Disability. If the Employee dies or suffers from a permanent disability while employed under this Employment Agreement, the Company shall make due payments as required in connection with the Employee's provident fund and gratuity fund to the Employee, the Employee's nominee(s) or, if no nomination has been made, to his/her legal heirs as the case maybe.

11 Disclosure of Information

a) All memoranda, notes, records or other documents made or compiled by the Employee or made available to him/her during the Employment Term concerning the business and/or operations of the Company shall be the Company's property and shall, if in the possession or under the control of the Employee, be delivered to the Company on the termination of the Employee's employment. The Employee shall not use for himself /herself or others, or divulge to others, any proprietary or confidential information of the Company, obtained by him/her as a result of his/her employment, unless authorized by the Company. For purposes of this Section 11, the term "proprietary or confidential information" shall mean all information which is known only to the Employee and/or to other current or former employees of the Company, consultants of the Company or others in a confidential relationship with the Company and relates to specific matters including but not limited to trade secrets, marketing programs, customers, potential customers and vendor lists, pricing and credit techniques, program codes, software design, know how, research and development activities, private processes, and books and records as they may exist from time to time, other technical and business information indicated expressly by the Company to be proprietary, any information that is in fact treated as proprietary by the Company insofar as it is kept secret, stamped with a restrictive legend, and/or access to the information is restricted.

b) The Employee hereby agrees to unconditionally, irrevocably and as soon as is practicably possible assign, grant and transfer to the Company all his/her ownership rights and beneficial interests, including all intellectual property rights, in every work product which is used or created in the course of his/her employment with the Company. The Employee shall fully cooperate with the Company in this regard and shall immediately sign and execute any document, provided by the Company to the Employee, as is required by the Company to seek any protection under Section 11(b) of this Employment Agreement.

c) In the event of a breach or a threatened breach by the Employee of the provisions of this Section 11, the Company shall be entitled to an injunction restraining the Employee from disclosing, in whole or in part, the aforementioned proprietary or confidential information of the Company, or from rendering any services to any person, firm, corporation, association or other entity to whom such proprietary or confidential information, in whole or in part has been disclosed or is threatened to be disclosed. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach including the recovery of damages from the Employee.

d) The Employee hereby warrants and represents that he is not prohibited by any agreement or the order of any court from entering into and carrying out the terms of this Employment Agreement.

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12 Non Competition and Non-Solicitation

a) Expressly in consideration for the Company's agreement to employ the Employee under the terms and conditions of this Agreement and the promises made by the Company in this Employment Agreement, the Employee agrees that:

During the Employment Term, the Employee shall not (without the express written approval of the Company's Board of Directors) directly or indirectly own (partially or completely) or control, whether through ownership of shares, contract or otherwise, or work or render services for, be employed or engaged by, represent in any capacity, or advise or consult (whether or not for compensation), any person, sole proprietorship, partnership, body corporate or other entity (governmental or otherwise) who or which conducts or is involved with any business activity that competes with any service provided by the Company (the services provided by the Company, the "Services"); and

b) For a period of one (1) year following the Employment Term, the Employee shall not directly or indirectly solicit or accept from any person, sole proprietorship, partnership, body corporate or other entity (governmental or otherwise) who or which, during said one (1) year period is a Services customer of the Company, any of such customer's business which involves any services that directly or indirectly competes with any Services; and

c) For a period of one (1) year following the Employment Term, the Employee shall not directly or indirectly employ, engage, contract in any manner for the services of, or solicit the services of any person who is or, at any time during the Employment Term, was an employee of the Company; and

d) Each time period specified in paragraphs (ii) and (iii) above in this Section 12(a), shall be extended to include: (A) any period of time during which the Employee was engaged in activities constituting a breach of this Employment Agreement; (B) any period of time during which litigation or arbitration transpires regarding any Employee's activities constituting a breach or alleged breach of the Employment Agreement; and (C) any period of time during which Employee provides services to or through the Company as a consultant or other independent contractor after termination of this Agreement.

The Employee's promise, duties and obligations made in this Section 12 shall survive the termination of this Employment Agreement, for any reason whatsoever, by either party to the Employment Agreement (for any reason whatsoever). If any of the restrictions contained in this Section 12 are ever judicially held to exceed the time limitations permitted by applicable law, then such restrictions shall be deemed to be automatically amended and revised to comply with the maximum time limitations permitted by applicable law. If the Employee breaches any or all of the promises in this Section 12, the parties to this Employment Agreement acknowledge and agree that the Company will suffer immediate, material, immeasurable, continuing and irreparable damage and harm and the remedies at law for the Employee's breach will be inadequate (and the Employee hereby waives the claim or defense that an adequate remedy at law is available). The Company therefore shall be entitled to injunctive relief against the Employee in addition to any and all other legal or equitable remedies (including, but not limited to, an action and judgment for damages), and the Employee hereby waives and relinquishes any requirement that the Company post a bond or other security for such injunctive relief.

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13 Conditions of Employment.

Notwithstanding anything to the contrary, the Employee's employment with the Company pursuant to this Employment Agreement is subject to the Employee's (1) completing, to the Company's satisfaction, background screening procedures, including without limitation fingerprinting and credit check, (2) execution of the State Street Corporation Confidentiality Agreement, (3) verification of the Employee's right to work, and (4) certification of the Employee's compliance with the State Street Corporation Standard of Conduct.

14 Dispute Resolution

Any dispute or controversy arising out of or relating to this Employment Agreement shall be settled by arbitration to be held in Mumbai, Maharashtra, India in accordance with the Arbitration and Conciliation Act, 1996 (the 'Arbitration Act'), as then existing, in the English language, and shall be heard and determined by an arbitral tribunal composed of a sole arbitrator appointed by agreement between the parties hereto. If the Parties fail to reach an agreement with respect to the appointment of an arbitrator within 30 (thirty) calendar days of any Party's notice to the other Party of the existence of a dispute, the arbitrator shall be selected according to the Arbitration Act. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and equitable relief from any court of competent jurisdiction without the posting of any bond or other security.

15 Specific Performance

The Employee acknowledges and confirms that this Employment Agreement, and specifically restraints imposed upon him/her pursuant to Sections 11 and 12, do not constitute an agreement by which the Employee is restrained from exercising a lawful profession, trade or business of any kind. The Employee also acknowledges and confirms that the requirements and restraints imposed upon him/her pursuant to Sections 11 and 12 hereof are no greater than are reasonably necessary to preserve and protect the assets and legitimate business interests of the Company and to provide the benefits to which the Company is entitled hereunder, and that said restraints will not impose undue hardship upon the Employee and that any violation of any of the provisions of such Sections would irreparably injure the Company. Accordingly, the Company may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction over the matter against the Employee for any such violation. No bond or other security shall be required from the Company in connection with such injunction and the Employee hereby waives and agrees not to assert before any such court any claim or defense as to the availability to the Company of other remedies at law or in equity. The Employee understands that nothing in this Agreement restrains the Employee from engaging, after his/her employment by the Company ceases, in any lawful profession, trade or business or employment with any other firm or body corporate which does not involve activities in violation of any of the terms of Section 12.

16 Representations.

The Employee hereby represents, acknowledges and confirms that:

a) the Employee has executed and delivered this Employment Agreement as his/her free and voluntary act, after having determined that the provisions contained herein are of a material benefit to him/her, and that the duties and obligations imposed on him hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his/her employment with the Company;

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b) the Employee has read and fully understands the terms and conditions set forth herein, has had time to reflect on and consider the benefits and consequences of entering into this Employment Agreement, and has had the opportunity to review the terms hereof with an attorney or other representative if he so chooses; and

c) the execution and delivery of this Employment Agreement by the Employee does not conflict with, or result in a breach of or constitute a default under, any agreement or contract, whether oral or written, to which the Employee is a party or by which the Employee may be bound.

17 Waiver of Breach

A waiver by the Company of a breach of any provision of this Employment Agreement by the Employee shall not operate or be construed as a waiver or estoppels of any subsequent breach by the Employee. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

18 Assignment

This Employment Agreement is personal in nature and may not be assigned or transferred by the Employee without the prior written consent of the Company.

19 Miscellaneous

a) Notices. All notices required or permitted to be given under the provisions of this Employment Agreement shall be in writing and delivered personally or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement:

If to the Employee:

131 Tomar building, Near Moraji mandir
Laxmipura
Sagar, M.P.
PIN : 470002

If to the Company:

12th Floor, One BKC Building
Bandra Kurla Complex, Bandra (East)
Bandra (East)
Mumbai, Maharashtra

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b) Construction. This Employment Agreement shall be construed with, and be governed by, the laws of India without giving effect to the principles of conflicts of laws thereof.

c) Entire Agreement. This instrument contains the entire understanding and agreement between the parties relating to the subject matter hereof and all prior oral and written agreements are extinguished, and neither this Employment Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

d) Binding Effect. This Employment Agreement shall inure to the benefit of, and may be enforced by, the Company, its successors and assigns and shall be binding upon the Employee.

e) Illegality. If any one or more of the provisions of this Employment Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

f) Captions. The captions of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Employment Agreement.

g) Collective Bargaining Agreement. This Employment Agreement and the terms and conditions of employment of the Employee shall not be governed by or subject to any existing or hereafter executed collective bargaining agreement including any applicable collective bargaining laws.

h) Counterparts. This Employment Agreement may be executed in several counterparts, each of which shall be considered on original, but which when taken together, shall constitute one agreement.

You are required to sign and return this contract to indicate that you have read and understood the above terms and conditions.

I shall look forward to receiving from you the signed duplicate of this letter as soon as possible

For StateStreet Corporate Services Mumbai Private Limited

Merlyn Fernandes
Vice President - Talent Acquisition

This is an electronically signed letter and hence does not require a wet ink signature

---

I hereby confirm my agreement with the terms and conditions of employment set out in this letter.

Sign :

Name : Akanksha Tomar

Date : 19/04/2019

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STATE STREET

Highly Confidential

Exhibit "A"

Name	**Akanksha Tomar**
Designation	**Senior Associate**

SALARY COMPONENTS	MONTHLY	ANNUAL
Basic	18,958	227,500
Home Rental Allowance	9,479	113,750
Leave Travel Allowance	3,160	37,917
Statutory Bonus	3,792	45,500
Special Allowance	15,593	187,113
Employee State Insurance- Company Contribution	-	-
Provident Fund - Company Contribution	2,275	27,300
Gratuity - Company Contribution	910	10,920
GUARANTEED CASH (TOTAL COMPENSATION)	**54,167**	**650,000**

* Allowances are subject to all applicable taxes. LTA is non-taxable only if proof of actual expenditure is provided.

Variable Bonus:

* Incentive Compensation (IC): Based on your performance and other business metrics, you may be entitled to an IC. IC is payable only upon achievement of certain objectives and goals and therefore the management enjoys an absolute right in the matters of awarding the IC. This IC is subject to taxation.

Benefits:

* As a part of the benefits scheme, you will be eligible for Sodexo card with a Monthly credit of Rs. 1,500
* Coverage under Group Personal Accident policy of upto 3 times of annual Gross salary
* Coverage under Group Term Life Policy of upto 5 times of annual Gross salary
* Hospital Insurance coverage of INR 500,000 per annum which includes Family. Family consists of Self, Spouse, two Children and Parents (sub limits for parents).
* A Sign on Bonus of INR 150,000 will be credited along with your salary on successful completion of six(6) months of date of joining. However if you voluntarily terminate your employment with the company within 18 months of your employment, you will be required to refund the company an amount pro-rated to the 18 months service balance.
* A one-time Relocation Aid of INR 90,000 will be credited along with your first months' salary and will be subject to appropriate deductions as per income tax laws. In case you terminate the contract with State Street or State Street terminates the contract due to gross misconduct, within 12 months from your date of joining, then the aforementioned payout will be recovered by the company in full.

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I hereby confirm my agreement with the terms and conditions of employment set out in this letter.

Sign :

Name : Akanksha Tomar

Date : 19/04/2019

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Date 6/10/18

Dear ISHAAN

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Data Analytics Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer:

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
October 2018 – March 2019	January 2020*
April 2019 – September 2019	July 2020*
October 2019 – March 2020	January 2021*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 7/10/18, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Ishaan Sengupta
6th Oct 2018

Cube

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***Deferred Pay-out**
INR 15000 will be paid with ninth month's salary and INR 15000 will be paid with twelfth month's salary respectively. The Deferred Pay-outstands recoverable in case you part ways with the organization within a period of one year.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

Ishaan Sengupta
6th Oct 2018

Smart Cube

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
Deferred Pay-out*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary

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A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

I appect the offer

11th october 2018

Smart Cube India Pvt. Ltd.

Sushma Rana

Chief Human Resources Officer

Smart Cube

Date 11-10-2018

Dear ANIRUDH

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer and is subject to you passing all your examinations.

Your annual emoluments will be **INR 600,000 (Rupees Six Lakhs Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	Salary Increment Eligibility
October 2018 – March 2019	January 2020*
April 2019 – September 2019	July 2020*
October 2019 – March 2020	January 2021*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your KRAs, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 12-10-2018, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

Sushma Raha
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

I accept the offer

11th october, 2018

Level 5 Tower B
Windsor IT Park A1
T +91 (120)450 8000

Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Shashank Thapa,** India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall apply:

1. TITLE AND DESIGNATION

The Employee's designation for this assignment shall be **Area Sales Manager**, with Multipro Consumer Products Ltd. Lagos, Nigeria.

2. SALARY

The Employee's monthly remuneration in Nigeria will be Naira 180,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

3. LOCATION

The Employee will be located at Lagos in Nigeria initially subject to re-location to any of the branch offices or to any of the Group companies in Nigeria.

4. TERM OF THE EMPLOYMENT

The employment shall be for a period of 36 (Thirty Six) months from the date of commencement of the employment.

5. COMMENCEMENT OF THE EMPLOYMENT

The employment will commence from the day you report for duty at Lagos, Nigeria.

6. OTHER TERMS AND CONDITIONS

Other terms and conditions of the Employment are as per the attached.

The parties to this Contract of Employment set their signatures on 23rd day of January 2019, as below to signify the acceptance of terms and conditions contained as above and the attached annexere.

For **Tolaram Group** **Mr. Shashank Thapa**

Authorized signatory **EMPLOYEE**

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

1. **DURATION OF THE CONTRACT OF EMPLOYMENT**

The duration of the Contract of Employment shall be for a period of 36 (Thirty Six) months from the date of commencement of the Employment. The Employment is subject to approval of by Government of Nigeria and issue of the Residence Permit.

On satisfactory completion of the Contract of Employment for 36 (Thirty Six) months, the Contract may be reviewed and extended by mutual consent.

2. **TRANSFERS**

The Company reserves the right to transfer, assign and depute the services of the Employee to any of its Group Companies at any location within or outside Nigeria.

3. **TERMINATION OF THE CONTRACT**

Either party to the Contract of Employment may, at any time, terminate this contract upon giving the other party to the Contract a notice of not less than three (3) months in writing or in the Employer's case, three (3) months salary in lieu of the termination period without assigning any reasons whatsoever. If, for any reasons whatsoever, the Employee leaves the assignment without giving the required notice, he/she shall be liable to pay compensation equivalent to the notice period.

The employer may terminate the employment, without prior notice and without compensation, if the employee:

- commits any serious or persistent breach of any of the provisions herein contained
- is guilty of grave misconduct or willful neglect in the discharge of his/her duties
- is guilty of embezzlement, acceptance of pecuniary gratification and dishonesty
- is guilty of drunkenness at work, drug abuse, gambling, willful disobedience or other misconduct prejudicial to the interest of the Group
- divulges the Group's secrets
- is abnormally absent or unauthorized absence without permission
- becomes bankrupt
- is convicted of any criminal or civil offence

The Group will take appropriate steps to conduct an enquiry into the Employee's misconduct before deciding to terminate his/her employment.

4. **RESTRICTIVE CONVENANT**

Upon determination of this Contract of Employment either by resignation or termination or otherwise, the Employee shall not accept employment with any other Employer in Nigeria or any Business associate of the Group in any part of Nigeria or otherwise for a period of three (3) years from the date of determination of the Contract.

During the term of his employment, the Employee shall not carry on any business or occupation directly or indirectly without the written consent of the Employer.

5. **BENEFITS**

A) TRANSPORT: The Employee will be provided with a chauffeur driven company maintained vehicle for both official and personal use.

B) MEDICAL EXPENSES: Actual medical expenses of the Employee incurred in Nigeria, shall be reimbursed, subject to a maximum of one month's salary during each year of employment. However, for the purpose of reimbursement, medical expenses related to dentures, any sexually transmitted disease, spectacles and gynecological related treatment are excluded. The Company shall also include the Employee and his/her family (if staying with him in Nigeria) in the Group Emergency Evacuation Insurance Scheme.

C) LEAVE/AIR PASSAGE: During the tenure of this contract of employment, the employee shall be entitled to 30 Calendar days' leave after 11 months of completed service, together with free economy class air passage for self and family up to employee's hometown. In case the employment is determined in accordance with clause 3 herein before, the employer shall bear the cost of air passage for his/her & family's repatriation. The choice of the airline will be the one that provides the most economical air fare by the shortest and direct route to the destination.

Accrued leave, if any, cannot be paid out in cash, unless prior written consent is obtained from the Employer.

D) ACCOMODATION: Free furnished accommodation according to the Employee's grade status will be provided in the country of assignment. The selection of such accommodation will be at the entire discretion of the Employer.

E) UTILITIES: All utility charges such as Water, Electricity Charges and Security at residence shall be reimbursed to the employee.

F) TELEPHONE: The Employer will endeavor to provide a Telephone at residence. The Employer will pay for all local telephone calls and official overseas calls. All overseas personal calls will be to the account of the Employee.

G) HARD/SOFT FURNISHING: The Employee will be provided normal hard and soft furnishing according to the grade. The budget for such furnishing shall be at the entire discretion of the Employer.

H) OTHERS: The employee will be reimbursed with the school fees of his/her children if studying in the Indian Language School in Nigeria.

6. OTHER TERMS AND CONDITIONS:

For the purpose of this Contract, the term **"family"** means the spouse and children below the age of 18 years living with and dependant on the employee in Nigeria.

During the period of employment with the Employer, the Employee shall be required (except during authorized holidays) to give the whole of his/her time and attention to the service of the Employer and should not (without the Employer's consent) engage or become interested in any other trade, business or occupation, except as shareholder or debenture holder in a Company.

The Employee will keep the secrets of the Company, its subsidiary companies and any company, firm or person with whom the company or any of its subsidiary companies may at any time during the continuance of the employment be in commercial or technical co-operation or association. Such undertaking binds the Employee expressly both during the period of employment by the Employer, and also at all times after its termination, not to divulge any such secrets or confidential knowledge acquired in consequence of the employment with the Employer to the detriment or prejudice of any of them.

During the tenure of this contract, the employee shall divulge to the Management all information, pertaining to business interests and/or to personnel employed by any of the Group companies that he/she may come to know or possess from any source, which could affect/benefit the company or the Group.

The Employee will not (except in the normal course of the business of the Employer) publish any literature, deliver any lecture or make any communication to the press relating to Employer's products or any matter with which the Company may be concerned, unless he/she has previously applied to and obtained permission from the Employer.

Any Employee wishing to raise a question on any matter affecting his own employment should, in the first instance discuss it with the person to whom he/she is immediately responsible, if not satisfied with the person to whom his/her superior is responsible. If not satisfied with the outcome of this decision, he/she may raise the matter with higher levels of the Management.

The parties to the Contract signify their acceptance of the above terms and conditions on the 23rd day of January, 2019, by annexing their signatures as below.

For **TOLARAM GROUP**	**Mr. Shashank Thapa**
Authorized Signatory	**Employee**

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Confirmation of Compensation(CTC)-Regd

Ravi Teja <raviteja@tolaram.com> Fri, Feb 15, 2019 at 6:56 PM
To: M S Prasad <msprasad@ibsindia.org>

Hi,

PFB joining dates of the candidates:

NAME	COLLEGE	Joining Date
Manish Agarwal	IBS	1-Apr
Shashank Thapa	IBS	1-Apr

CTC breakdown:

CTC Details

Component	Amount in USD
Net Overseas Salary (after Tax) (A)	18,000
Net Local allowance @ N 180,000 p.m. (After Tax) (B)	6,000
Housing & Utilities (D)	10,000
Transportation i.e. Shared Car with driver (E)	10,000
Medical Insurance	1,000
Annual Airfare to Home Town in India	1,500
Visa Expense	2,000
Tax (25% of A+B+C+D+E)	13,250
Total CTC – Excl bonus (Variable Pay)	**61,750**
Total CTC – Incl maximum bonus (of 6 months)	**70,750**

Total Saving Potential in 1st Year:

Salary + Bonus (Min – 0 Months) = 18,000 USD = INR 12,78,000 (1 USD = 71 INR)

Salary + Bonus (Max – 6 Months) = 27,000 USD = INR 19,17,000 (1 USD = 71 INR)

**(C) Bonus depends on performance of the candidate and varies between 0 – 6 months overseas salary (A)*

14

From: M S Prasad <msprasad@ibsindia.org>
Sent: Friday, February 15, 2019 11:14 AM
To: Ravi Teja <raviteja@tolaram.com>
Subject: Confirmation of Compensation(CTC)-Regd

Dear Sir,

PFB the CTC declared during previous years.Please also confirm the CTC of our selects this year for our internal records.Please do the needful

Manish Agarwal
Shashank Thapa

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========

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Tolaram Group

Re: Executive Employment Contract (Expatriate)

The following Contract constitutes the commitment on the part of **Tolaram Group of Singapore** with office in Nigeria at 44 Eric Moore Road, Surulere, Lagos (herein after named Employer) and **Mr. Manish Agarwal,** India (herein after named Employee), being the parties to this Employment Contract.

The following Terms and Conditions shall apply:

1. TITLE AND DESIGNATION

The Employee's designation for this assignment shall be **Area Sales Manager**, with Multipro Consumer Products Ltd. Lagos, Nigeria.

2. SALARY

The Employee's monthly remuneration in Nigeria will be Naira 180,000/month. In addition US$1,500/month will be payable to his/her external account to be advised by him/her. The tax liability on the local salary will be that of the employer while the employee will be responsible for the tax liability on his offshore remuneration. The off-shore compensation will be settled on a quarterly basis.

3. LOCATION

The Employee will be located at Lagos in Nigeria initially subject to re-location to any of the branch offices or to any of the Group companies in Nigeria.

4. TERM OF THE EMPLOYMENT

The employment shall be for a period of 36 (Thirty Six) months from the date of commencement of the employment.

5. COMMENCEMENT OF THE EMPLOYMENT

The employment will commence from the day you report for duty at Lagos, Nigeria.

6. OTHER TERMS AND CONDITIONS

Other terms and conditions of the Employment are as per the attached.

The parties to this Contract of Employment set their signatures on 23rd day of January 2019, as below to signify the acceptance of terms and conditions contained as above and the attached annexere.

For **Tolaram Group** **Mr. Manish Agarwal**

Authorized signatory **EMPLOYEE**

OTHER TERMS AND CONDITIONS
(FORMING PART OF THE CONTRACT OF EMPLOYMENT)

1. **DURATION OF THE CONTRACT OF EMPLOYMENT**

The duration of the Contract of Employment shall be for a period of 36 (Thirty Six) months from the date of commencement of the Employment. The Employment is subject to approval of by Government of Nigeria and issue of the Residence Permit.

On satisfactory completion of the Contract of Employment for 36 (Thirty Six) months, the Contract may be reviewed and extended by mutual consent.

2. **TRANSFERS**

The Company reserves the right to transfer, assign and depute the services of the Employee to any of its Group Companies at any location within or outside Nigeria.

3. **TERMINATION OF THE CONTRACT**

Either party to the Contract of Employment may, at any time, terminate this contract upon giving the other party to the Contract a notice of not less than three (3) months in writing or in the Employer's case, three (3) months salary in lieu of the termination period without assigning any reasons whatsoever. If, for any reasons whatsoever, the Employee leaves the assignment without giving the required notice, he/she shall be liable to pay compensation equivalent to the notice period.

The employer may terminate the employment, without prior notice and without compensation, if the employee:

- commits any serious or persistent breach of any of the provisions herein contained
- is guilty of grave misconduct or willful neglect in the discharge of his/her duties
- is guilty of embezzlement, acceptance of pecuniary gratification and dishonesty
- is guilty of drunkenness at work, drug abuse, gambling, willful disobedience or other misconduct prejudicial to the interest of the Group
- divulges the Group's secrets
- is abnormally absent or unauthorized absence without permission
- becomes bankrupt
- is convicted of any criminal or civil offence

The Group will take appropriate steps to conduct an enquiry into the Employee's misconduct before deciding to terminate his/her employment.

4. **RESTRICTIVE CONVENANT**

Upon determination of this Contract of Employment either by resignation or termination or otherwise, the Employee shall not accept employment with any other Employer in Nigeria or any Business associate of the Group in any part of Nigeria or otherwise for a period of three (3) years from the date of determination of the Contract.

During the term of his employment, the Employee shall not carry on any business or occupation directly or indirectly without the written consent of the Employer.

5. **BENEFITS**

A) TRANSPORT: The Employee will be provided with a chauffeur driven company maintained vehicle for both official and personal use.

B) MEDICAL EXPENSES: Actual medical expenses of the Employee incurred in Nigeria, shall be reimbursed, subject to a maximum of one month's salary during each year of employment. However, for the purpose of reimbursement, medical expenses related to dentures, any sexually transmitted disease, spectacles and gynecological related treatment are excluded. The Company shall also include the Employee and his/her family (if staying with him in Nigeria) in the Group Emergency Evacuation Insurance Scheme.

C) LEAVE/AIR PASSAGE: During the tenure of this contract of employment, the employee shall be entitled to 30 Calendar days' leave after 11 months of completed service, together with free economy class air passage for self and family up to employee's hometown. In case the employment is determined in accordance with clause 3 herein before, the employer shall bear the cost of air passage for his/her & family's repatriation. The choice of the airline will be the one that provides the most economical air fare by the shortest and direct route to the destination.

Accrued leave, if any, cannot be paid out in cash, unless prior written consent is obtained from the Employer.

D) ACCOMODATION: Free furnished accommodation according to the Employee's grade status will be provided in the country of assignment. The selection of such accommodation will be at the entire discretion of the Employer.

E) UTILITIES: All utility charges such as Water, Electricity Charges and Security at residence shall be reimbursed to the employee.

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The parties to the Contract signify their acceptance of the above terms and conditions on the 23rd day of January, 2019, by annexing their signatures as below.

For **TOLARAM GROUP**

Authorized Signatory

Mr. Manish Agarwal

Employee

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Confirmation of Compensation(CTC)-Regd

Ravi Teja <raviteja@tolaram.com> Fri, Feb 15, 2019 at 6:56 PM
To: M S Prasad <msprasad@ibsindia.org>

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From: M S Prasad <msprasad@ibsindia.org>
Sent: Friday, February 15, 2019 11:14 AM
To: Ravi Teja <raviteja@tolaram.com>
Subject: Confirmation of Compensation(CTC)-Regd

Dear Sir,

PFB the CTC declared during previous years.Please also confirm the CTC of our selects this year for our internal records.Please do the needful

Manish Agarwal
Shashank Thapa

Thanks&Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========

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310, 3rd Floor, Pearl Best Height 2
Netaji Subhash Place, Pitampura, New Delhi - 110034

Date: 25th February'2019

Dear Gaurvi Sharma**,**
We are pleased to confirm you as **Management Trainee** for UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD. your date of joining is 1st April, 2018.
Your annual CTC is 13 Lacs including other expenses and Incentives.
We are pleased to share your Performance Targets with you.
You need to achieve the Nine months goal sheet in your probation period. Successfully complete assigned trainings in the established guidelines.
To successfully meet the targets detailed in the Goal Sheet that will be shared with you at the time of joining. UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD..shall be at liberty to revise the Performance Target without further consent in writing from you time to time to keep pace with the changing business requirements. There will be an evaluation of your performance at the end of each month. In the event of your failure to achieve the applicable performance target, UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. reserves the right to take appropriate action against you including the termination of your services.
It is mandatory to successfully complete the below induction trainings before the expiry of the second month of your probation period. Any failure to successfully complete the training would result in termination of the services.
This offer of employment may be withdraw/modified if any information or representation furnished by you is found to be incorrect or if any material information is detected by UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. to have been suppressed by you. Notwithstanding anything contained herein UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. reserve its absolute discretion to withdraw this offer letter for any reasons which it may deem fit and proper. In case of any withdrawal of this offer letter by UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. , it shall be lawful for UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. to intimate you about it over e-mail or in any other mode of intimation in writing. This offer shall be constructed to have been rolled out only upon unconditional acceptance of the above stipulation
Regards,

Dr. Anamica Chopra
HR Head

(For UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD..)

+91-11-47056324 • info@uasinternational.in • www.uasinternational.in

Kuvings

7th February, 2019

Dear Stuti Nath,

With reference to your application and the interview you had with us, we are pleased to appoint you on the following terms and conditions:

1. Your appointment will be with effect from 4th March, 2019.

2. **Designation:**
   You will be designated as **Executive – Sales, CRM & Marketing**

3. **Location:**
   You will render services in **Mumbai**. However, your services are subject to be transferred anywhere in India or in any department, office or establishment owned or managed by the Company.

4. **Hours of Work:**
   Your working hours will be **09:30 AM to 07:30 PM** as may be applicable to your category of employee or as may be assigned to you, with a half an hour lunch/dinner break. Whenever required, it will be necessary to work at any time, including in shifts, at the sole discretion of the management.

5. **Medical Examination:**
   This appointment is subject to your being declared medically fit by our medical advisor. At the time of joining, you may be asked to give a declaration of medical status in lieu of medical examination and no relevant information should be left out in this declaration.

701-B, B-Wing, One BKC, Bandra Kurla Complex, Bandra-East,
Mumbai: 400051, Maharashtra, India.

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info@kuvingsindia.in

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6. **Remuneration:**
   You will be paid a Cost to Company of **INR 650,000/- (INR Six Lacs Fifty Thousand Only) per annum.**

   The remuneration mentioned in the CTC is devoid of any deductions and will be the **Actual In-Hand** earning of the employee.

7. **Performance Incentive:**
   You will be entitled to performance Incentive as per Company Policy.

8. **Annual Review:**
   At the discretion of the company, your Annual Gross Salary may be reviewed at the end of the Financial Year, subject to your performance & Company performance.

9. **Expenses:**
   The Company shall reimburse authorized expenses that are incurred for business purposes, if any. The basic principle for such claim of expenses is that you should neither benefit nor lose financially as a result of the expenses incurred. The approval of such claims shall be authorized by the head of the department and needs to be accompanied by necessary of the expenditure.

10. **Probation / Confirmation:**
    You will be confirmed on completion of 6 months. At the end of the probation period, the company shall communicate to you in writing about the confirmation of your services, if overall performance is found satisfactory. However, you shall be on probation till such time you are communicated in writing about confirmation of your service. Your probation may be extended up as to a maximum period of 6 months based on confirmation appraisal.

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11. **Termination:**
During your probation period, the appointment is terminable by giving a **One (01) Month Notice or Salary in Lieu of the notice period** by the employee. After confirmation the employee shall have the right to terminate the contract of employment by giving **Three (03) Month Notice or Salary in Lieu of the notice period.**

Your services are liable to be terminated by the employer without any notice if the cessation is due to misconduct disloyalty, act or omission involving turpitude or any act of indiscipline.

12. **Amount in Lieu of Notice Pay Recovery or Joining Bonus:**
In case you leave the company before completing a year, the amount paid in lieu of your notice period to your previous organization or joining bonus if any will be recoverable from you.

13. **Leave:**
You will be entitled to leaves as applicable to your grade as per the company policy.

14. **Absenteeism:**
If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, such absence be treated as your having voluntarily terminated your appointment without giving any notice unless you:
- Return to work within 6 days of the commencement of such absence, and
- Give an explanation to the satisfaction of the management regarding such absence.

15. **Engagement in Other Business:**
Your appointment is subject to the understanding that you will not engage yourself in any other work or assignment expect with the prior consent of the company. You further agree that in case you are engaged in any other business, you will terminate all relationship with the business, active or passive before coming on board.

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Mumbai: 400051, Maharashtra, India.

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info@kuvingsindia.in

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16. Confidentially:

You agree that the terms & conditions applying to your employment are strictly confidential. Any disclosure of these terms & conditions to third parties constitutes as a breach of your employment. However, the company may disclose the terms of your appointment as may be required under any applicable laws or regulations. You will not disclose any information regarding the affairs of the company which may come to your knowledge during the period of your service, if such disclosure is prejudicial to the interest of the Company.

17. Intellectual Property Rights:

The Copyright of any nature including idea/concept visualized, artistic/creative /intellectual work/project etc. undertaken by you or in which you may be involved during the service period shall be the sole property of the company and you will specifically give up right to the same, if any. Similarly the works carried out by you during your employment with the company shall be treated as "work for hire" as understood in the Copyright Act 1957. Without prejudice to this understanding, you confirm that you have declared to the company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict in business of the group companies (including the company). If these interests change during the term of your employment you will promptly notify the company.

18. Non-Competence:

You agree that during the term hereof and for 6 months thereafter, you shall not directly or indirectly manage, control, participate in, consult with, render services for ,or engage in any business competing with the businesses of the company or its associates or related companies within India. For the purpose of this contract, the "business of the company" shall mean dealing in sale of fruits, manufacturing and selling of vending machines, sale of fruit and vegetable juices on a B2B and B2C or any other business, which company operates in.

19. Non-Solicitation:

You shall not, within 12 months after the date of cessation of your employment with the company, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the company or appointed as a representative of the company, to join you in providing services to or be employed by any business activity in which you shall be involved.

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20. **Standard Code of Conduct:**
The code of conduct sets out the standards of behavior expected .This shall be defined by the Management from time to time. All employees are bound by the code.

21. **Safe Keeping & Return of Company Property:**
You will be responsible for the safe-keeping of the company property and its return in good condition/order, which may be in your use /custody/care /charge. In the event of any loss of the company property in your possession, the company reserves the right to assess the loss and recover the damage. Upon cessation of your employment, you will return to the company, all papers, documents and any other company property that might have come into your possession during the course of your employment with the company and you will not retain any copies or extracts thereof.

22. **Miscellaneous:**
Your compensation constitutes an amount towards consideration that you will follow terms of engagement protecting company's business interest. Therefore you agree that you will follow the terms of appointment as mentioned & detailed in the appointment letter.

We look forward to your joining for a long, successful and pleasant assignment.

Thanking You,

Yours Sincerely,

For Kuvings India

701-B, B-Wing, One BKC, Bandra Kurla Complex, Bandra-East,
Mumbai: 400051, Maharashtra, India.

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info@kuvingsindia.in

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Annexure 1 - CTC Breakup

Sr. No.	Components	Monthly	Annual	Remarks
1	Basic Salary	₹ 18,000.00	₹ 216,000.00	NA
2	House Rent Allowance	₹ 7,500.00	₹ 90,000.00	NA
3	Other Allowance	₹ 12,500.00	₹ 150,000.00	NA
	SALARY PAYSLIP: A	**₹ 38,000.00**	**₹ 456,000.00**	
4	Conveyance Reimbursement	₹ 4,000.00	₹ 48,000.00	Subject to provision of supportings and approval by the management
5	Mobile Reimbursement	₹ 500.00	₹ 6,000.00	Subject to provision of supportings and approval by the management
	REIMBURSEMENT: B	**₹ 4,500.00**	**₹ 54,000.00**	
6	Territory Performance Bonus	NA	₹ 40,000.00	NA
7	Individuial Performance Bonus	NA	₹ 50,000.00	NA
	BONUSES: C		**₹ 90,000.00**	
8	Training & Development	NA	₹ 50,000.00	Subject to provision of supportings and approval by the management
	Training & Development: D		**₹ 50,000.00**	
	COST TO COMPANY: E=A+B+C+D		**₹ 650,000.00**	
	BENEFITS			
	*Annual Bonus is contingent upon you achieving the business targets as per your KRAs a			nd the overall performance of the Co.
	*All reimbursements as per company policy			

L&T Financial Services

Date: 18-Feb-2019

APPOINTMENT LETTER

Shreya Bhuwalka

Dear Shreya,

Welcome aboard!

We are pleased to appoint you as **MANAGER** in **FL I** Grade for **MANAGEMENT TRAINEE.** You will be employed in the **HUMAN RESOURCES** Business Unit of the Company. Your date of joining is on or before **06-May-2019**. The following terms and conditions will be applicable to you:

1. PLACE OF POSTING:

Your posting will be presently at **MUMBAI-VRINDAVAN-KALINA**. However, during employment of the Company, you may be posted / transferred to any of the offices / projects / divisions / departments / units / subsidiaries / sister concerns of the Company, existing or to be set up at any other location in India or abroad, without any additional remuneration, in the interest of the Company without assigning any reasons.

2. COMPENSATION & BENEFITS:

Your Cost to Company [CTC] per annum **Rs. 825,004/- (Rupees Eight Lac Twenty Five Thousand and Four only),** which will be inclusive of Basic Salary, Allowances and such other elements as may be applicable from time to time. Compensation and career progression shall be dependent on performance / conduct and in no case shall be construed to be a matter of right.

You will be governed at all times by the policies, procedures and rules of the Company related to the salary, allowances, benefits and perquisites which are applicable to you. Further, the Company, at its sole discretion, may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Your compensation review / increments and future prospects in the Company shall entirely depend on your performance and other relevant factors as Company may deem fit and in no case, they shall be automatic and / or a matter of right.

It is agreed between the Company and you that the incentive, payable if any, based on your performance and/or productivity is in lieu of any other bonus payable, including the bonus based on profits payable under any law. It is also expressly/ mutually agreed between the Company and you that the incentive payable if any, based on your performance and/or productivity shall be set off against the bonus payable based on profits under any law to the extent permissible under any law.

3. PROVIDENT FUND SCHEME :

You shall become a member of the Provident Fund immediately on joining and as per the rules in force from time to time. The Company contribution under this scheme is fixed at 12% of your basic with a matching compulsory contribution from you. You will be required to submit necessary forms to the Human Resources Department upon your joining.

4. LEAVE :

You will be eligible for leave as per the Company's leave policy.

5. MEDICAL FITNESS :

Your appointment is subject to your declaration of medical fitness to perform the job assigned to you by the Company. The Company, as and when necessary, may require you to be medically examined by Company appointed medical practitioner at any time, during the period of your service. The Company reserves the right to initiate necessary actions, including termination of employment, in case a false declaration of medical fitness provided by you.

6. DUTIES AND RESPONSIBILITIES :

i) Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.

ii) You will devote your entire time to the work of the Company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the Company in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.

iii) You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv) You shall neither divulge nor give out information to any unauthorized person (including media) during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our processes, know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being our employee and which shall bring disrepute to the Company or its group companies.

v) You shall keep confidential all the information and material provided to you by the Company
or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

vi) You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

vii) You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss
of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

7. TERMINATION OF PERMANENT SERVICE :

i) You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

ii) If you absent yourself without intimation / sanctioned leave or remain absent beyond the period originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you resume your duties within 8 days from the commencement of such absence and provide explanation to the satisfaction of the Company for such absence.

iii) Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence, arising out of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

iv) During the service period, either party to this contract shall be at liberty to terminate the same by giving to the other 3 months notice in writing or compensation (on Basic Salary basis) in lieu thereof. Provided that, such notice or compensation in lieu of shall not be payable by the Company to you in the event of any contravention or violation by you, of any of the provisions set forth in this appointment letter. It shall not be necessary for either party to assign any reason for termination of the contract. Final decision on relieving an employee in case of insufficient notice period or compensation in lieu thereof, or the decision to waive the notice period vests with the Company. Any unutilized leave, as per the Company's leave policy, may be set-off against the notice period of 3 months, at the discretion of the Company.

8. GENERAL CONDITIONS :

i. You may be selected and sponsored by the Company for familiarization / training assignments or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.

ii. You will be required to comply with BYOD Policy (Bring Your Own Device Policy) of the Company and consequently, you will be allowed to bring personally owned devices (adhering to the Company's acceptable use policy) to the workplace and use the said devices to gain access to the application, network & IT resources of the Company. A

onetime only advance shall be extended by the Company to you pursuant to the said policy, the amount of which shall be recovered from you prorated basis if your employment is terminated for any reason whatsoever within 364 days of your date of joining.

iii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

iv. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

v. You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

vi. You will hand over the charge of Letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession at the time of cessation of your employment with the Company.

vii. The present designation is subject to change depending upon work assignment from time to time.

viii. You shall abide by the rules and regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

ix. Unless otherwise specified, any reimbursements, in the form of relocation expenses / notice pay or payment of joining bonus, will be fully recovered if your employment with the Company ceases within two years of joining. Any payment made, in the form of relocation expenses / notice pay or payment of sign-on bonus will be taxed as per income tax rules.

x. The Company reserves the right to verify your documents & background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, CIBIL & other background checks.

xi. Your appointment is also liable to termination in the event of the verification of your character, antecedents and testimonials are not found satisfactory. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

xii. In case you join the Company in the absence of the relieving order from your previous employer, you shall do so at your own risk and undertake to keep the Company indemnified for all loss / damage by your such act.

xiii. Any dispute or difference or claims arising out of or in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by the Company, at its sole discretion. The arbitration proceedings shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 and the Rules framed there under and any amendments thereto. The language of arbitration shall be English. The venue of arbitration shall be at Mumbai and courts at Mumbai shall have exclusive jurisdiction.

The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India

xiv. Any Dispute between yourself and the Company concerning with or relating to or arising out of this employment shall be subject to the jurisdiction in Greater Mumbai only.

xv. Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not to share information regarding the same with any one.

xvi. This appointment is subject to the rules, regulations and policies made by the Company and detailed in the HR manual or any other circular/intimation issued by the HR team as in force at present or as may be amended, altered, modified or extended from time to time and shall be binding upon you whether or not you have signed off on such amendment or modification . If acceptable to you, please carry a duplicate copy of this letter duly signed by you in token of your acceptance of offer on your date of joining.

You are requested to indicate your acceptance and complete the document submission process. You would be required to carry a signed copy (with initials on all the pages) of the appointment letter on the date of Joining.

With best wishes for your assignment,
Sincerely yours,

For L&T FINANCE LIMITED.

SUDEEP BANERJEE
GROUP HEAD – HUMAN RESOURCES

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby sign in acceptance of the same.

NAME: _____

SIGNATURE: _____ DATE: _____

**L&T Finance Limited & L&T FinCorp Limited have been merged into Family Credit Limited. The name of Family Credit Limited is changed to L&T Finance Limited.*

L&T Financial Services

Annexure I			
Name	**Shreya Bhuwalka**		
Grade	FL I	Designation	MANAGER

Sr. No.	Heads	Per Month (Rs.)	Per Annum (Rs.)
	Monthly Components		
A.	Basic	20,625	247,501
	House Rent Allowance	10,313	123,751
	Leave Travel Allowance	1,719	20,625
	Special Allowance	20,514	246,171
	Statutory Bonus	1,800	21,600
	Sub-Total (A)	**54,971**	**659,648**
	Statutory Benefits & Retirals		
B.	Provident Fund (Employer Contribution 12% of Basic)	2,475	29,700
	Gratuity (4.81% of Basic)	992	11,905
	Sub Total (B)	**3,467**	**41,605**
	Total Fixed Pay (A + B)	**58,438**	**701,253**
C.	**Annual Performance Bonus #**		**123,751**
D.	**Total Cost To Company (A + B + C)**		**825,004**
Rs. Eight Lac Twenty Five Thousand and Four Only			

Performance Bonus based on the agreed and achieved individual Key Result Areas (KRA) & Company performance and in line with the Company policy

In addition to the above, you will be covered under the following Group Insurances:

- Group Life Insurance Cover
- Family Mediclaim Cover (Details in the HR Manual)
- Group Personal Accident Cover

Sincerely yours,
For L&T FINANCE LIMITED

SUDEEP BANERJEE
GROUP HEAD - HUMAN RESOURCES

**L&T Finance Limited & L&T FinCorp Limited have been merged into Family Credit Limited. The name of Family Credit Limited is changed to L&T Finance Limited.*

10. DISCIPLINE

a. You will be governed by the company's rules and regulations that may be promulgated from time to time.
b. You shall not refuse to take up any assignment that may be offered to you by the company.
c. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the company's high standards of professional Services at all times, whether in the company or at its client's site(s).
d. You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, mobiles, computers, laptops, data cards, projectors etc that have been provided to you to enable you in your work.
e. You shall not publicly criticize, defame or misrepresent the company and shall not, knowingly, commit any such actions which may result in the company's image / business being adversely affected.
f. During the course of your employment with the company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the company's clients and / or customers.

11. POSTAL ADDRESS

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your period of employment with the company.

12. RETIREMENT

The retirement age is fifty- eight (58) years.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to execute an Invention Assignment and Transfer Agreement ("**IP Assignment Agreement**") in favor of the company. The said IP Assignment Agreement forms part of this appointment letter attached herein as **Annexure C** and is applicable to you. You are required to read, understand and sign the IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

14. AUTHENTICITY OF INFORMATION

This appointment is made on the basis of information provided by you in the application and also at the time of interview. Original copies of your certificates, testimonials and previous employment records should be submitted along with the photocopies for verification. If any

declarations given by you to the company prove to be false or if you are found to have wilfully suppressed any material information, you will be liable to be removed from service without any notice. You specifically authorize the company to conduct reference checks and make enquiries in respect of the application submitted by you as it may consider necessary in its sole discretion, and also authorize the company without any notice to you to share and disclose the information relating to your current/previous employment and academic credentials with vendors or any other authority or any third party engaged by the company to obtain such Information for the purpose of proper verification. You similarly authorize the company to share information / provide a reference check covering your service with Practo Technologies Private Limited to any third party/agency conducting a reference check on behalf of an employer/reputed agency. This authorization survives your cessation of service / training with the company.

15. TERMINATION

a. This employment agreement is terminable by either party by giving a fifteen (15) days' notice during Probation Period and thirty (30) days' notice on/after confirmation or on payment of salary in lieu of the notice period. The payment of salary in lieu of notice is based on gross salary plus all applicable allowances.
b. Where notice of termination has been served by either party the company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
    i. not to enter any premises of the company; and/or
    ii. to refrain from business contact with any customers, clients or other employees of the company.
    iii. in the event of any misconduct or breach of terms of employment on the part of the employee during Probation Period or on/after confirmation the company reserves the right to terminate this employment agreement immediately without any notice.
    iv. if any privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
    v. if at any time in our opinion, which is final in this matter, you are found to be a non-performer or guilty of fraud, dishonest, disobedient, exhibiting disorderly behaviour, negligent, undisciplined, absent from duty without permission or engaging in any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
    vi. on termination of this employment agreement, you will immediately give up to the company before you are relieved, all correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

The company reserves the right to terminate the employment agreement if you are incapacitated by ill – health (physical or mental) or by accident from fully performing your duties in the company for an aggregate period of sixty (60) days in any one (1) calendar year and such incapacity being duly certified as such by doctor.

16. RULES OF THE COMPANY IN FORCE AND GOVERNING LAW

a. You will abide by all the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.

b. This employment contract shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.
We welcome you on board and wish you a pleasant, fruitful and mutually beneficial association with the company.

For Practo Technologies Private Limited

Vinesh K

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Vinesh K

Head HR

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

Employee Signature: Pernika Gupta **Date: 17th December 2020**

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Employee Name: Pernika Gupta **Place: Delhi**

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure – A

Salary Break -Up

Particulars	Annual CTC (Rs)	Monthly CTC (Rs)
(A) Fixed		
Basic	252,000	21,000
HRA	126,000	10,500
Employer's PF	21,600	1,800
Special Allowance	20,400	1,700
Fixed Salary	**420,000**	**35,000**
(B) Allowances		
*Travel Allowance	60,000	5,000
(C) Variables (Performance Based)		
**Incentive	180,000	
Gross Salary	**660,000**	
(D) Benefits (Yearly)		
***Gratuity	12,121	
****Insurance	20,000	
CTC (A+B+C+D)	**692,121**	

From the gross salary the following deductions will be made: PF contributions (employee & employer), professional tax and income tax subject to IT rules.

*Travel Allowance is a role-specific allowance, this is subject to change basis your role & responsibilities and at the discretion of Practo.

**Incentive is paid, based on the incentive scheme in force from time to time, this is subject to change basis the role & responsibilities and at the discretion of Practo.

***Gratuity is paid as per the Gratuity Act.

****The Below Insurances are provided, the policy is subject to change from time to time as per management decision.

- Medical Insurance covering the employee & his family for INR 4,00,000/- floater per annum
- Personal Accident Insurance of two times your fixed salary
- Life Insurance of two times your fixed salary

Relocation benefit – Practo reserves the complete rights to recover the entire relocation benefit from Practeons payable salary and final settlement if Practeon separates from the company within 12 months of joining.

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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure B

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into by **Practo and its group companies** ("**Company**") and you ("**Employee**") effective in view of the Employment Agreement executed between the Employee and Company.

The Company's objective under this Agreement is to provide protection for Confidential Information (defined below) disclosed to the Employee by the Company or any of its affiliate or group companies, during the course of the Employee's employment with the Company. For the purposes of this Agreement, "Company" shall be deemed to include all affiliate and group companies of the Company.

The Company and the Employee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the undersigned Employee and Company covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

In consideration of the performance of Employee's duties with Company, Employee will be exposed to the Confidential Information. Employee agrees to take all necessary precautions against the disclosure of Confidential Information to third parties during and after the term of this Agreement. "**Confidential Information**" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

a. all technical information concerning Company's products (existing and under development) and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

b. (information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

c. information concerning Company's employees, including salaries, strengths, weaknesses and skills;

d. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

e. all non-public information relating to the Company's business, specifically including but not limited the Company's clients/potential clients and prospective clients (including their identity, requirements for products or services, key contracts, outstanding bids solicited by or provided to the client, ordering procedures, credit and personnel information, and Company practices, policies and procedures); related information, marketing proposals, and pricing practices);

f. all Personally Identifiable Information ("PII") of the users/Company's customers collected during the normal course of business;

g. aggregated data with or without PII collected by the Employee/Company during the normal course of business;

h. any PII mapped to the health and/or the financial records of the Company's customer;
"Personally Identifiable Information" shall mean any sensitive personal data or information of a person which consists of information including but not limited to: (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise and (ix) such other information identified as sensitive information under the Information Technology Act and rules and other applicable laws from time to time.

i. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business;

j. All other information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to the Employee by the Company or discovered by the Employee during the course of his employment with the Employer;

k. All such information defined above, in any form, and includes without limitation both verbal and written information, whether embodied in documents, computer files or programs, processes, practices, equipment or plans.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

a) Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such Confidential Information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.

b) However, Employee shall have no obligation to treat as confidential any information which:
   i. was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
   ii. is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
   iii. is or becomes lawfully available to Employee from a source other than Company. However, the Employee cannot republish/ publish such information or any information based on the information which is or becomes available to the public without the prior written approval/consent of the Company; or
   iv. is developed by the Employee independently without using Company's Confidential Information.

3. CONFIDENTIAL INFORMATION OF OTHERS

Employee will not disclose to Company, or cause Company to use, any trade secret or confidential information of others/third parties in the Company's business.

4. RETURN OF MATERIALS

When Employee's employment with Company terminates, for whatever reason and at the request of the Company, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with the Company terminates and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of the Company as such and/or remains a trade secret.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

6. GENERAL PROVISIONS

a. Relationships**:** Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
b. Severability**:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full effect the intent of the Company and Employee.
c. Integration*:* This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
d. Waiver: The failure to exercise any term and condition provided in this Agreement shall not be deemed or construed to be a waiver of prior or subsequent breach or failure thereof.
e. Injunctive Relief: Any misappropriation and breach of any of the Confidential Information in violation of this Agreement by the Employee may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall in addition to all remedies available under the then prevalent law, be entitled to injunctive relief.
f. Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement
g. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.
h. Governing Law: This Agreement shall be governed in accordance with the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

I agree that I have read, understood and accepted the above-mentioned terms and conditions.

Pernika Gupta

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Employee Name: Pernika Gupta

Employee Designation: Territory Sales Manager

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Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure C

PRACTO TECHNOLOGIES PRIVATE LIMITED
EMPLOYEE INVENTION ASSIGNMENT AND TRANSFER AGREEMENT

In consideration of, and as a condition of my employment with Practo Technologies Private Limited (the "**Company**"), and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as the "**Employee**" signing this Employee Invention Assignment and Transfer Agreement (this "**Agreement**"), hereby represent to the Company, and the Company and I hereby agree as follows:

1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, providing products and services, marketing, sales and other activities in connection with the current and projected business of the Company and its holding company (collectively, the "***Practo Group***"), and that it is critical for the Company to preserve and protect the proprietary information, rights in certain inventions and works and related intellectual property rights of the Company and the other Practo Group companies. Accordingly, I am entering into this Agreement, whether or not I have created or I am expected to create inventions or other works of value for the Practo Group. As used in this Agreement, "***Inventions***" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets.

3. Work for Hire; Assigned Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, proprietary information or trade secrets of the Company or other Practo Group companies; (ii) result from work performed by me for the Company or other Practo Group companies; or (iii) relate to the business or actual or demonstrably anticipated research or development of the Practo Group, including the Company (the "***Assigned Inventions***"), will be the sole and exclusive property of the Company.

4. Excluded Inventions and Other Inventions. Attached hereto as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Practo Group's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date and which are not to be assigned to the Company ("***Excluded Inventions***"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the

business or actual or demonstrably anticipated research or development of the Practo Group. For purposes of this Agreement, "***Other Inventions***" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Prcato Group or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Practo Group of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, worldwide, royalty-free, fully paid up license to use, disclose, make, have made, perform, execute, market, license, sell, offer to license, offer to sell, import, export, copy, distribute, modify and create works based on, perform, display or otherwise exploit such Excluded Inventions and Other Inventions, in whole or in part, and to sublicense third parties in one or more tiers of sublicenses with the same rights.

5. Exception to Assignment. I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Practo Group except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of the Practo Group, (ii) result from any work performed by me for the Practo Group, or (iii) qualifies fully for exclusion under the applicable laws of the state in which I am employed.

6. Assignment of Rights. I agree to assign, convey and transfer, and do hereby irrevocably assign, convey and transfer, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my employment. "***Moral Rights***" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. Assistance. I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment. I hereby appoint the Secretary of the Company as

my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidentiality.** I understand that my employment creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be invented, made, created or discovered by me or that may be disclosed to me by, or that I have access to, from the Company or another Practo Group company. At all times, both during my employment and after its termination, I will keep and hold all information in strict confidence and trust and I will be bound by the Non-Disclosure Agreement dated **17th December 2020.**

9. **Indemnification**. I will defend, indemnify, and hold harmless the Practo Group, and its officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Practo Group, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: my use of the Assigned Inventions prior to the date of this Agreement; or my failure to perform its obligations under this Agreement.

10. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company and the other Practo Group companies to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.

11. **Governing Law; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company and the other Practo Group companies may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement shall be governed by and construed in accordance with the laws of India with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

12. **Counterparts.** Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

14. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

15. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

16. Further Assurances. The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

17. Acknowledgement. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

	Company:	**Employee:**
Signature:	Vinesh K 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1	Pernika Gupta e233276a-56a8-40ab-9b44-03dee496d9b7
Name:	Vinesh K	Pernika Gupta
Title:	Head HR	Territory Sales Manager
Date:	16th December 2020	17th December 2020

DocUUID : a3ad7fa1-1386-491f-9129-825faeb28a8c

Validation Report

1 ✓

Subject CN:	MSB
Subject DN:	EMAILADDRESS=operations@msbdocs.com,CN=MSB,OU=MSB,O=TAIGLE LLC,L=Irvine,ST=California,C=US
Email:	operations@msbdocs.com
Serial #:	10315544202413464189710542230812815624 9
Issuer DN:	CN=Entrust Class 3 Client CA - SHA256,OU=(c) 2015 Entrust, Inc. - for authorized use only,OU=See www.entrust.net/legal-terms,O=Entrust, Inc.,C=US
Signing Time:	16 Dec 2020 19:30:032+0530

✓ The Certificate chain was successfully built to a Trusted Root Certificate.

✓ The Signer's identity is valid.

✓ The Document has not been modified since the signature was applied.

This page was added to the original document by the MSB Validation Service (SVS) as part of the process to convert active signature block content into inactive text. A full validation report of each signature is generated and cross-referenced using a numeric footnote annotation.

Audit Trail Report

Document Name: Pernika Gupta Offer Letter.pdf

Document ID: a3ad7fa1-1386-491f-9129-825faeb28a8c

Time Stamp	User	Action	Details
16 Dec 2020 19:13:029+0530	Talent Acquisition Team UUID : 8b67529a-78d7-4bf0-88c1-2b98c21b0dbf Email : tateam@practo.com IP Address : 49.206.9.2	Started	The custodian composed the ePak succesfully. Subject: Offer Letter Practo Technologies ePak UUID: a79107ad-88e0-48d4-94ef-d958ea9705ee
16 Dec 2020 19:13:029+0530	Vinesh K UUID : 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1 Email : vinesh.nair@practo.com	RequestSent	Sign request sent to ePak recipient.
16 Dec 2020 19:23:012+0530	Vinesh K UUID : 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1 Email : vinesh.nair@practo.com IP Address : 106.200.218.142	DocumentViewed	Document viewed by signer.
16 Dec 2020 19:23:037+0530	Vinesh K UUID : 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1 Email : vinesh.nair@practo.com IP Address : 106.200.218.142	Signed	The recipient signed the document with no comments. Comments: None Reason: None Consent: I understand that my Electronic Signature is Equivalent to my Handwritten Signature and is therefore legally binding. My Electronic Signature will remain unique to me, and under no circumstance I am allowed to disclose my password to any individual which may allow unauthorized access to system. I understand that I am accountable and responsible for all actions associated with my Electronic Signature.
16 Dec 2020 19:23:037+0530	Talent Acquisition Team UUID : 8b67529a-78d7-4bf0-88c1-2b98c21b0dbf Email : tateam@practo.com	EPakStateChanged	The ePak progressed to the next workflow state (Required minimum reviews/Signs are done).
16 Dec 2020 19:23:037+0530	Pernika Gupta UUID : e233276a-56a8-40ab-9b44-03dee496d9b7 Email : pernika08@gmail.com	RequestSent	Sign request sent to ePak recipient.
16 Dec 2020 19:24:023+0530	Pernika Gupta UUID : e233276a-56a8-40ab-9b44-03dee496d9b7 Email : pernika08@gmail.com IP Address : 49.36.141.225	DocumentViewed	Document viewed by signer.
16 Dec 2020 19:30:032+0530	Pernika Gupta UUID : e233276a-56a8-40ab-9b44-03dee496d9b7 Email : pernika08@gmail.com IP Address : 49.36.141.225	Signed	The recipient signed the document with no comments. Comments: None Reason: None Consent: I understand that my Electronic Signature is Equivalent to my Handwritten Signature and is therefore legally binding. My Electronic Signature will remain unique to me, and under no circumstance I am allowed to disclose my password to any individual which may allow unauthorized access to system. I understand that I am accountable and responsible for all actions associated with my Electronic Signature.
16 Dec 2020 19:30:032+0530	Talent Acquisition Team UUID : 8b67529a-78d7-4bf0-88c1-2b98c21b0dbf Email : tateam@practo.com	Completed	The ePak is completed successfully.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

APPOINTMENT LETTER

Date: 16th December 2020

To: Choudhary Anoop Singh,

Address: S/O Choudhary Satish Chandra,
D – 81/8, Indira Nagar, Lucknow,
Uttar Pradesh - 226016

Dear Choudhary,

With reference to your application and subsequent interviews you have had with us, we are pleased to appoint you as **Territory Sales Manager** in our organization with effect from **17th December 2020** subject to the following terms & conditions. This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter.

1. PLACE OF WORK

Your place of work will be **Delhi.** However, you may be required to work anywhere in India or overseas, if the company so directs based on the business exigencies of work. You would also provide your services for the company, its subsidiaries or associates, if, as and when required.

2. EMOLUMENTS

Your gross annual cost to company (CTC) will be INR **692,121/-** The break-up of your CTC is attached herewith as **Annexure A.** Any Income Tax applicable on your remuneration or any other payment made by the company in respect to taxes will be borne by you and as required by law, will be deducted at source.

3. DUTIES & POSITION

The company hires you as an employee to be part of the **Sales** function and the employee's duties may be reasonably modified at the company's discretion from time to time and depending upon your performance.

4. REPORTING

You would be reporting to whosoever the company deems fit to be your supervisor.

5. PROBATION

You will be on probationary review during your first Six (6) months of service with us from your date of joining. Permanent placement with us is contingent upon your satisfactorily completing the Probation Period, successful confirmation / verification of any / all other reference checks to our satisfaction including but not limited to the verification of your education and employment history.

6. WORKING HOURS

We estimate that under your employment agreement, you will be required to work six (06) days of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the company, you are expected to devote your entire time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the company and your role.

7. NO SIMULTANEOUS EMPLOYMENT

While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole time or part time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

8. NON-COMPETE

For a period of twelve (12) months after the termination of this appointment letter by whatever means, you shall not without the prior written consent of the company, work for, or consult with, any company, firm or person which is in direct competition with the company or Company customer, customer prospect, Company partner or a vendor of the company.

9. CONFIDENTIALITY OF INFORMATION

The company requires all employees to execute a Non-Disclosure Agreement ("**NDA**") to protect the rights of its employees and also that of the company while dealing with confidential information, documents, etc. The said NDA forms part of this appointment letter attached herein as **Annexure B** and is applicable to you. You are required to read, understand and sign the NDA in acknowledgement of your acceptance of the conditions therein.

10. DISCIPLINE

a. You will be governed by the company's rules and regulations that may be promulgated from time to time.
b. You shall not refuse to take up any assignment that may be offered to you by the company.
c. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the company's high standards of professional Services at all times, whether in the company or at its client's site(s).
d. You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, mobiles, computers, laptops, data cards, projectors etc that have been provided to you to enable you in your work.
e. You shall not publicly criticize, defame or misrepresent the company and shall not, knowingly, commit any such actions which may result in the company's image / business being adversely affected.
f. During the course of your employment with the company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the company's clients and / or customers.

11. POSTAL ADDRESS

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your period of employment with the company.

12. RETIREMENT

The retirement age is fifty- eight (58) years.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to execute an Invention Assignment and Transfer Agreement ("**IP Assignment Agreement**") in favor of the company. The said IP Assignment Agreement forms part of this appointment letter attached herein as **Annexure C** and is applicable to you. You are required to read, understand and sign the IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

14. AUTHENTICITY OF INFORMATION

This appointment is made on the basis of information provided by you in the application and also at the time of interview. Original copies of your certificates, testimonials and previous employment records should be submitted along with the photocopies for verification. If any

declarations given by you to the company prove to be false or if you are found to have wilfully suppressed any material information, you will be liable to be removed from service without any notice. You specifically authorize the company to conduct reference checks and make enquiries in respect of the application submitted by you as it may consider necessary in its sole discretion, and also authorize the company without any notice to you to share and disclose the information relating to your current/previous employment and academic credentials with vendors or any other authority or any third party engaged by the company to obtain such Information for the purpose of proper verification. You similarly authorize the company to share information / provide a reference check covering your service with Practo Technologies Private Limited to any third party/agency conducting a reference check on behalf of an employer/reputed agency. This authorization survives your cessation of service / training with the company.

15. TERMINATION

a. This employment agreement is terminable by either party by giving a fifteen (15) days' notice during Probation Period and thirty (30) days' notice on/after confirmation or on payment of salary in lieu of the notice period. The payment of salary in lieu of notice is based on gross salary plus all applicable allowances.
b. Where notice of termination has been served by either party the company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
    i. not to enter any premises of the company; and/or
    ii. to refrain from business contact with any customers, clients or other employees of the company.
    iii. in the event of any misconduct or breach of terms of employment on the part of the employee during Probation Period or on/after confirmation the company reserves the right to terminate this employment agreement immediately without any notice.
    iv. if any privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
    v. if at any time in our opinion, which is final in this matter, you are found to be a non-performer or guilty of fraud, dishonest, disobedient, exhibiting disorderly behaviour, negligent, undisciplined, absent from duty without permission or engaging in any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
    vi. on termination of this employment agreement, you will immediately give up to the company before you are relieved, all correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

Practo Technologies Private Limited
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Bangalore, KA 560076, IN

The company reserves the right to terminate the employment agreement if you are incapacitated by ill – health (physical or mental) or by accident from fully performing your duties in the company for an aggregate period of sixty (60) days in any one (1) calendar year and such incapacity being duly certified as such by doctor.

16. RULES OF THE COMPANY IN FORCE AND GOVERNING LAW

a. You will abide by all the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.

b. This employment contract shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.
We welcome you on board and wish you a pleasant, fruitful and mutually beneficial association with the company.

For Practo Technologies Private Limited

Vinesh K

6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1

Vinesh K

Head HR

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

Employee Signature: Choudhary Anoop Singh **Date: 17th December 2020**

d8426cc3-8899-4cc0-b94e-fdb20253e4c3

Employee Name: Choudhary Anoop Singh **Place: Delhi**

DocUUID : 20b547eb-2e4f-46f0-848e-38136cb34562

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure – A

Salary Break -Up

Particulars	Annual CTC (Rs)	Monthly CTC (Rs)
(A) Fixed		
Basic	252,000	21,000
HRA	126,000	10,500
Employer's PF	21,600	1,800
Special Allowance	20,400	1,700
Fixed Salary	**420,000**	**35,000**
(B) Allowances		
*Travel Allowance	60,000	5,000
(C) Variables (Performance Based)		
**Incentive	180,000	
Gross Salary	**660,000**	
(D) Benefits (Yearly)		
***Gratuity	12,121	
****Insurance	20,000	
CTC (A+B+C+D)	**692,121**	

From the gross salary the following deductions will be made: PF contributions (employee & employer), professional tax and income tax subject to IT rules.

*Travel Allowance is a role-specific allowance, this is subject to change basis your role & responsibilities and at the discretion of Practo.

**Incentive is paid, based on the incentive scheme in force from time to time, this is subject to change basis the role & responsibilities and at the discretion of Practo.

***Gratuity is paid as per the Gratuity Act.

****The Below Insurances are provided, the policy is subject to change from time to time as per management decision.

- Medical Insurance covering the employee & his family for INR 4,00,000/- floater per annum
- Personal Accident Insurance of two times your fixed salary
- Life Insurance of two times your fixed salary

Relocation benefit – Practo reserves the complete rights to recover the entire relocation benefit from Practeons payable salary and final settlement if Practeon separates from the company within 12 months of joining.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure B

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into by **Practo and its group companies** ("**Company**") and you ("**Employee**") effective in view of the Employment Agreement executed between the Employee and Company.

The Company's objective under this Agreement is to provide protection for Confidential Information (defined below) disclosed to the Employee by the Company or any of its affiliate or group companies, during the course of the Employee's employment with the Company. For the purposes of this Agreement, "Company" shall be deemed to include all affiliate and group companies of the Company.

The Company and the Employee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the undersigned Employee and Company covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

In consideration of the performance of Employee's duties with Company, Employee will be exposed to the Confidential Information. Employee agrees to take all necessary precautions against the disclosure of Confidential Information to third parties during and after the term of this Agreement. "**Confidential Information**" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

a. all technical information concerning Company's products (existing and under development) and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

b. (information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

c. information concerning Company's employees, including salaries, strengths, weaknesses and skills;

d. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

e. all non-public information relating to the Company's business, specifically including but not limited the Company's clients/potential clients and prospective clients (including their identity, requirements for products or services, key contracts, outstanding bids solicited by or provided to the client, ordering procedures, credit and personnel information, and Company practices, policies and procedures); related information, marketing proposals, and pricing practices);

f. all Personally Identifiable Information ("PII") of the users/Company's customers collected during the normal course of business;

g. aggregated data with or without PII collected by the Employee/Company during the normal course of business;

h. any PII mapped to the health and/or the financial records of the Company's customer;
"Personally Identifiable Information" shall mean any sensitive personal data or information of a person which consists of information including but not limited to: (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise and (ix) such other information identified as sensitive information under the Information Technology Act and rules and other applicable laws from time to time.

i. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business;

j. All other information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to the Employee by the Company or discovered by the Employee during the course of his employment with the Employer;

k. All such information defined above, in any form, and includes without limitation both verbal and written information, whether embodied in documents, computer files or programs, processes, practices, equipment or plans.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

a) Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such Confidential Information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.

b) However, Employee shall have no obligation to treat as confidential any information which:
   i. was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
   ii. is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
   iii. is or becomes lawfully available to Employee from a source other than Company. However, the Employee cannot republish/ publish such information or any information based on the information which is or becomes available to the public without the prior written approval/consent of the Company; or
   iv. is developed by the Employee independently without using Company's Confidential Information.

3. CONFIDENTIAL INFORMATION OF OTHERS

Employee will not disclose to Company, or cause Company to use, any trade secret or confidential information of others/third parties in the Company's business.

4. RETURN OF MATERIALS

When Employee's employment with Company terminates, for whatever reason and at the request of the Company, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with the Company terminates and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of the Company as such and/or remains a trade secret.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

6. GENERAL PROVISIONS

a. Relationships**:** Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
b. Severability**:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full effect the intent of the Company and Employee.
c. Integration*:* This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
d. Waiver: The failure to exercise any term and condition provided in this Agreement shall not be deemed or construed to be a waiver of prior or subsequent breach or failure thereof.
e. Injunctive Relief: Any misappropriation and breach of any of the Confidential Information in violation of this Agreement by the Employee may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall in addition to all remedies available under the then prevalent law, be entitled to injunctive relief.
f. Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement
g. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.
h. Governing Law: This Agreement shall be governed in accordance with the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

I agree that I have read, understood and accepted the above-mentioned terms and conditions.

Choudhary Anoop Singh

d8426cc3-8899-4cc0-b94e-fdb20253e4c3

Employee Name: Choudhary Anoop Singh

Employee Designation: Territory Sales Manager

DocUUID : 20b547eb-2e4f-46f0-848e-38136cb34562

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure C

PRACTO TECHNOLOGIES PRIVATE LIMITED
EMPLOYEE INVENTION ASSIGNMENT AND TRANSFER AGREEMENT

In consideration of, and as a condition of my employment with Practo Technologies Private Limited (the "**Company**"), and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as the "**Employee**" signing this Employee Invention Assignment and Transfer Agreement (this "**Agreement**"), hereby represent to the Company, and the Company and I hereby agree as follows:

1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, providing products and services, marketing, sales and other activities in connection with the current and projected business of the Company and its holding company (collectively, the "***Practo Group***"), and that it is critical for the Company to preserve and protect the proprietary information, rights in certain inventions and works and related intellectual property rights of the Company and the other Practo Group companies. Accordingly, I am entering into this Agreement, whether or not I have created or I am expected to create inventions or other works of value for the Practo Group. As used in this Agreement, "***Inventions***" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets.

3. Work for Hire; Assigned Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, proprietary information or trade secrets of the Company or other Practo Group companies; (ii) result from work performed by me for the Company or other Practo Group companies; or (iii) relate to the business or actual or demonstrably anticipated research or development of the Practo Group, including the Company (the "***Assigned Inventions***"), will be the sole and exclusive property of the Company.

4. Excluded Inventions and Other Inventions. Attached hereto as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Practo Group's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date and which are not to be assigned to the Company ("***Excluded Inventions***"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the

business or actual or demonstrably anticipated research or development of the Practo Group. For purposes of this Agreement, "***Other Inventions***" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Prcato Group or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Practo Group of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, worldwide, royalty-free, fully paid up license to use, disclose, make, have made, perform, execute, market, license, sell, offer to license, offer to sell, import, export, copy, distribute, modify and create works based on, perform, display or otherwise exploit such Excluded Inventions and Other Inventions, in whole or in part, and to sublicense third parties in one or more tiers of sublicenses with the same rights.

5. Exception to Assignment. I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Practo Group except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of the Practo Group, (ii) result from any work performed by me for the Practo Group, or (iii) qualifies fully for exclusion under the applicable laws of the state in which I am employed.

6. Assignment of Rights. I agree to assign, convey and transfer, and do hereby irrevocably assign, convey and transfer, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my employment. "***Moral Rights***" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. Assistance. I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment. I hereby appoint the Secretary of the Company as

my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidentiality.** I understand that my employment creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be invented, made, created or discovered by me or that may be disclosed to me by, or that I have access to, from the Company or another Practo Group company. At all times, both during my employment and after its termination, I will keep and hold all information in strict confidence and trust and I will be bound by the Non-Disclosure Agreement dated **17th December 2020.**

9. **Indemnification**. I will defend, indemnify, and hold harmless the Practo Group, and its officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Practo Group, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: my use of the Assigned Inventions prior to the date of this Agreement; or my failure to perform its obligations under this Agreement.

10. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company and the other Practo Group companies to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.

11. **Governing Law; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company and the other Practo Group companies may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement shall be governed by and construed in accordance with the laws of India with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

12. **Counterparts.** Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

14. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

15. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

16. Further Assurances. The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

17. Acknowledgement. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

	Company:	**Employee:**
Signature:	Vinesh K 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1	Choudhary Anoop Singh d8426cc3-8899-4cc0-b94e-fdb20253e4c3
Name:	Vinesh K	Choudhary Anoop Singh
Title:	Head HR	Territory Sales Manager
Date:	16th December 2020	17th December 2020

DocUUID : 20b547eb-2e4f-46f0-848e-38136cb34562

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

APPOINTMENT LETTER

Date: 16th December 2020

To: Anurag Nandy,

Address: S/O Debasis Nandy,
Quarter No – 2A, Street No – 64A, Phuljhuri,
Chittaranjan, Barddhaman, West Bengal - 713331

Dear Anurag,

With reference to your application and subsequent interviews you have had with us, we are pleased to appoint you as **Territory Sales Manager** in our organization with effect from **17th December 2020** subject to the following terms & conditions. This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter.

1. PLACE OF WORK

Your place of work will be **Kolkata.** However, you may be required to work anywhere in India or overseas, if the company so directs based on the business exigencies of work. You would also provide your services for the company, its subsidiaries or associates, if, as and when required.

2. EMOLUMENTS

Your gross annual cost to company (CTC) will be INR **680,121/-** The break-up of your CTC is attached herewith as **Annexure A.** Any Income Tax applicable on your remuneration or any other payment made by the company in respect to taxes will be borne by you and as required by law, will be deducted at source.

3. DUTIES & POSITION

The company hires you as an employee to be part of the **Sales** function and the employee's duties may be reasonably modified at the company's discretion from time to time and depending upon your performance.

4. REPORTING

You would be reporting to whosoever the company deems fit to be your supervisor.

5. PROBATION

You will be on probationary review during your first Six (6) months of service with us from your date of joining. Permanent placement with us is contingent upon your satisfactorily completing the Probation Period, successful confirmation / verification of any / all other reference checks to our satisfaction including but not limited to the verification of your education and employment history.

6. WORKING HOURS

We estimate that under your employment agreement, you will be required to work six (06) days of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the company, you are expected to devote your entire time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the company and your role.

7. NO SIMULTANEOUS EMPLOYMENT

While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole time or part time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

8. NON-COMPETE

For a period of twelve (12) months after the termination of this appointment letter by whatever means, you shall not without the prior written consent of the company, work for, or consult with, any company, firm or person which is in direct competition with the company or Company customer, customer prospect, Company partner or a vendor of the company.

9. CONFIDENTIALITY OF INFORMATION

The company requires all employees to execute a Non-Disclosure Agreement ("**NDA**") to protect the rights of its employees and also that of the company while dealing with confidential information, documents, etc. The said NDA forms part of this appointment letter attached herein as **Annexure B** and is applicable to you. You are required to read, understand and sign the NDA in acknowledgement of your acceptance of the conditions therein.

10. DISCIPLINE

a. You will be governed by the company's rules and regulations that may be promulgated from time to time.
b. You shall not refuse to take up any assignment that may be offered to you by the company.
c. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the company's high standards of professional Services at all times, whether in the company or at its client's site(s).
d. You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, mobiles, computers, laptops, data cards, projectors etc that have been provided to you to enable you in your work.
e. You shall not publicly criticize, defame or misrepresent the company and shall not, knowingly, commit any such actions which may result in the company's image / business being adversely affected.
f. During the course of your employment with the company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the company's clients and / or customers.

11. POSTAL ADDRESS

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your period of employment with the company.

12. RETIREMENT

The retirement age is fifty- eight (58) years.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to execute an Invention Assignment and Transfer Agreement ("**IP Assignment Agreement**") in favor of the company. The said IP Assignment Agreement forms part of this appointment letter attached herein as **Annexure C** and is applicable to you. You are required to read, understand and sign the IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

14. AUTHENTICITY OF INFORMATION

This appointment is made on the basis of information provided by you in the application and also at the time of interview. Original copies of your certificates, testimonials and previous employment records should be submitted along with the photocopies for verification. If any

declarations given by you to the company prove to be false or if you are found to have wilfully suppressed any material information, you will be liable to be removed from service without any notice. You specifically authorize the company to conduct reference checks and make enquiries in respect of the application submitted by you as it may consider necessary in its sole discretion, and also authorize the company without any notice to you to share and disclose the information relating to your current/previous employment and academic credentials with vendors or any other authority or any third party engaged by the company to obtain such Information for the purpose of proper verification. You similarly authorize the company to share information / provide a reference check covering your service with Practo Technologies Private Limited to any third party/agency conducting a reference check on behalf of an employer/reputed agency. This authorization survives your cessation of service / training with the company.

15. TERMINATION

a. This employment agreement is terminable by either party by giving a fifteen (15) days' notice during Probation Period and thirty (30) days' notice on/after confirmation or on payment of salary in lieu of the notice period. The payment of salary in lieu of notice is based on gross salary plus all applicable allowances.
b. Where notice of termination has been served by either party the company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
    i. not to enter any premises of the company; and/or
    ii. to refrain from business contact with any customers, clients or other employees of the company.
    iii. in the event of any misconduct or breach of terms of employment on the part of the employee during Probation Period or on/after confirmation the company reserves the right to terminate this employment agreement immediately without any notice.
    iv. if any privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
    v. if at any time in our opinion, which is final in this matter, you are found to be a non-performer or guilty of fraud, dishonest, disobedient, exhibiting disorderly behaviour, negligent, undisciplined, absent from duty without permission or engaging in any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
    vi. on termination of this employment agreement, you will immediately give up to the company before you are relieved, all correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

Practo Technologies Private Limited
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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

The company reserves the right to terminate the employment agreement if you are incapacitated by ill – health (physical or mental) or by accident from fully performing your duties in the company for an aggregate period of sixty (60) days in any one (1) calendar year and such incapacity being duly certified as such by doctor.

16. RULES OF THE COMPANY IN FORCE AND GOVERNING LAW

a. You will abide by all the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.

b. This employment contract shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.
We welcome you on board and wish you a pleasant, fruitful and mutually beneficial association with the company.

For Practo Technologies Private Limited

Vinesh K

6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1

Vinesh K

Head HR

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

Employee Signature: **Date: 17th December 2020**

Employee Name: Anurag Nandy **Place: Kolkata**

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure – A

Salary Break -Up

Particulars	Annual CTC (Rs)	Monthly CTC (Rs)
(A) Fixed		
Basic	252,000	21,000
HRA	126,000	10,500
Employer's PF	21,600	1,800
Special Allowance	20,400	1,700
Fixed Salary	**420,000**	**35,000**
(B) Allowances		
*Travel Allowance	48,000	4,000
(C) Variables (Performance Based)		
**Incentive	180,000	
Gross Salary	**648,000**	
(D) Benefits (Yearly)		
***Gratuity	12,121	
****Insurance	20,000	
CTC (A+B+C+D)	**680,121**	

From the gross salary the following deductions will be made: PF contributions (employee & employer), professional tax and income tax subject to IT rules.

*Travel Allowance is a role-specific allowance, this is subject to change basis your role & responsibilities and at the discretion of Practo.

**Incentive is paid, based on the incentive scheme in force from time to time, this is subject to change basis the role & responsibilities and at the discretion of Practo.

***Gratuity is paid as per the Gratuity Act.

****The Below Insurances are provided, the policy is subject to change from time to time as per management decision.

- Medical Insurance covering the employee & his family for INR 4,00,000/- floater per annum
- Personal Accident Insurance of two times your fixed salary
- Life Insurance of two times your fixed salary

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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure B

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into by **Practo and its group companies** ("**Company**") and you ("**Employee**") effective in view of the Employment Agreement executed between the Employee and Company.

The Company's objective under this Agreement is to provide protection for Confidential Information (defined below) disclosed to the Employee by the Company or any of its affiliate or group companies, during the course of the Employee's employment with the Company. For the purposes of this Agreement, "Company" shall be deemed to include all affiliate and group companies of the Company.

The Company and the Employee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the undersigned Employee and Company covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

In consideration of the performance of Employee's duties with Company, Employee will be exposed to the Confidential Information. Employee agrees to take all necessary precautions against the disclosure of Confidential Information to third parties during and after the term of this Agreement. "**Confidential Information**" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

a. all technical information concerning Company's products (existing and under development) and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

b. (information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

c. information concerning Company's employees, including salaries, strengths, weaknesses and skills;

d. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

e. all non-public information relating to the Company's business, specifically including but not limited the Company's clients/potential clients and prospective clients (including their identity, requirements for products or services, key contracts, outstanding bids solicited by or provided to the client, ordering procedures, credit and personnel information, and Company practices, policies and procedures); related information, marketing proposals, and pricing practices);

f. all Personally Identifiable Information ("PII") of the users/Company's customers collected during the normal course of business;

g. aggregated data with or without PII collected by the Employee/Company during the normal course of business;

h. any PII mapped to the health and/or the financial records of the Company's customer;
"Personally Identifiable Information" shall mean any sensitive personal data or information of a person which consists of information including but not limited to: (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise and (ix) such other information identified as sensitive information under the Information Technology Act and rules and other applicable laws from time to time.

i. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business;

j. All other information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to the Employee by the Company or discovered by the Employee during the course of his employment with the Employer;

k. All such information defined above, in any form, and includes without limitation both verbal and written information, whether embodied in documents, computer files or programs, processes, practices, equipment or plans.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

a) Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such Confidential Information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.

b) However, Employee shall have no obligation to treat as confidential any information which:
   i. was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
   ii. is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
   iii. is or becomes lawfully available to Employee from a source other than Company. However, the Employee cannot republish/ publish such information or any information based on the information which is or becomes available to the public without the prior written approval/consent of the Company; or
   iv. is developed by the Employee independently without using Company's Confidential Information.

3. CONFIDENTIAL INFORMATION OF OTHERS

Employee will not disclose to Company, or cause Company to use, any trade secret or confidential information of others/third parties in the Company's business.

4. RETURN OF MATERIALS

When Employee's employment with Company terminates, for whatever reason and at the request of the Company, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with the Company terminates and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of the Company as such and/or remains a trade secret.

Practo Technologies Private Limited
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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

6. GENERAL PROVISIONS

a. Relationships**:** Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
b. Severability**:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full effect the intent of the Company and Employee.
c. Integration*:* This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
d. Waiver: The failure to exercise any term and condition provided in this Agreement shall not be deemed or construed to be a waiver of prior or subsequent breach or failure thereof.
e. Injunctive Relief: Any misappropriation and breach of any of the Confidential Information in violation of this Agreement by the Employee may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall in addition to all remedies available under the then prevalent law, be entitled to injunctive relief.
f. Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement
g. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.
h. Governing Law: This Agreement shall be governed in accordance with the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

I agree that I have read, understood and accepted the above-mentioned terms and conditions.

_____

Employee Name: Anurag Nandy

Employee Designation: Territory Sales Manager

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure C

PRACTO TECHNOLOGIES PRIVATE LIMITED
EMPLOYEE INVENTION ASSIGNMENT AND TRANSFER AGREEMENT

In consideration of, and as a condition of my employment with Practo Technologies Private Limited (the "**Company**"), and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as the "**Employee**" signing this Employee Invention Assignment and Transfer Agreement (this "**Agreement**"), hereby represent to the Company, and the Company and I hereby agree as follows:

1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, providing products and services, marketing, sales and other activities in connection with the current and projected business of the Company and its holding company (collectively, the "***Practo Group***"), and that it is critical for the Company to preserve and protect the proprietary information, rights in certain inventions and works and related intellectual property rights of the Company and the other Practo Group companies. Accordingly, I am entering into this Agreement, whether or not I have created or I am expected to create inventions or other works of value for the Practo Group. As used in this Agreement, "***Inventions***" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets.

3. Work for Hire; Assigned Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, proprietary information or trade secrets of the Company or other Practo Group companies; (ii) result from work performed by me for the Company or other Practo Group companies; or (iii) relate to the business or actual or demonstrably anticipated research or development of the Practo Group, including the Company (the "***Assigned Inventions***"), will be the sole and exclusive property of the Company.

4. Excluded Inventions and Other Inventions. Attached hereto as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Practo Group's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date and which are not to be assigned to the Company ("***Excluded Inventions***"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the

business or actual or demonstrably anticipated research or development of the Practo Group. For purposes of this Agreement, "***Other Inventions***" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Prcato Group or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Practo Group of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, worldwide, royalty-free, fully paid up license to use, disclose, make, have made, perform, execute, market, license, sell, offer to license, offer to sell, import, export, copy, distribute, modify and create works based on, perform, display or otherwise exploit such Excluded Inventions and Other Inventions, in whole or in part, and to sublicense third parties in one or more tiers of sublicenses with the same rights.

5. Exception to Assignment. I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Practo Group except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of the Practo Group, (ii) result from any work performed by me for the Practo Group, or (iii) qualifies fully for exclusion under the applicable laws of the state in which I am employed.

6. Assignment of Rights. I agree to assign, convey and transfer, and do hereby irrevocably assign, convey and transfer, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my employment. "***Moral Rights***" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. Assistance. I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment. I hereby appoint the Secretary of the Company as

my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidentiality.** I understand that my employment creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be invented, made, created or discovered by me or that may be disclosed to me by, or that I have access to, from the Company or another Practo Group company. At all times, both during my employment and after its termination, I will keep and hold all information in strict confidence and trust and I will be bound by the Non-Disclosure Agreement dated **17th December 2020.**

9. **Indemnification**. I will defend, indemnify, and hold harmless the Practo Group, and its officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Practo Group, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: my use of the Assigned Inventions prior to the date of this Agreement; or my failure to perform its obligations under this Agreement.

10. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company and the other Practo Group companies to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.

11. **Governing Law; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company and the other Practo Group companies may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement shall be governed by and construed in accordance with the laws of India with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

12. **Counterparts.** Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

14. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

15. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

16. Further Assurances. The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

17. Acknowledgement. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

	Company:	**Employee:**
Signature:	Vinesh K 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1	
Name:	Vinesh K	Anurag Nandy
Title:	Head HR	Territory Sales Manager
Date:	16th December 2020	17th December 2020

DocUUID : 0aa7f64b-5951-487e-9737-3de4c16176b4

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

APPOINTMENT LETTER

Date: 16th December 2020

To: Mayurdhwaj Singh Shekhawat,

Address: S/O Manohar Singh Shekhawat,
#14, AWHO Colony, Amba Bari, Jaipur,
Vidyadhar Nagar, Rajasthan - 302039

Dear Mayurdhwaj,

With reference to your application and subsequent interviews you have had with us, we are pleased to appoint you as **Territory Sales Manager** in our organization with effect from **17th December 2020** subject to the following terms & conditions. This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter.

1. PLACE OF WORK

Your place of work will be **Pune.** However, you may be required to work anywhere in India or overseas, if the company so directs based on the business exigencies of work. You would also provide your services for the company, its subsidiaries or associates, if, as and when required.

2. EMOLUMENTS

Your gross annual cost to company (CTC) will be INR **680,121/-** The break-up of your CTC is attached herewith as **Annexure A.** Any Income Tax applicable on your remuneration or any other payment made by the company in respect to taxes will be borne by you and as required by law, will be deducted at source.

3. DUTIES & POSITION

The company hires you as an employee to be part of the **Sales** function and the employee's duties may be reasonably modified at the company's discretion from time to time and depending upon your performance.

4. REPORTING

You would be reporting to whosoever the company deems fit to be your supervisor.

5. PROBATION

You will be on probationary review during your first Six (6) months of service with us from your date of joining. Permanent placement with us is contingent upon your satisfactorily completing the Probation Period, successful confirmation / verification of any / all other reference checks to our satisfaction including but not limited to the verification of your education and employment history.

6. WORKING HOURS

We estimate that under your employment agreement, you will be required to work six (06) days of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the company, you are expected to devote your entire time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the company and your role.

7. NO SIMULTANEOUS EMPLOYMENT

While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole time or part time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

8. NON-COMPETE

For a period of twelve (12) months after the termination of this appointment letter by whatever means, you shall not without the prior written consent of the company, work for, or consult with, any company, firm or person which is in direct competition with the company or Company customer, customer prospect, Company partner or a vendor of the company.

9. CONFIDENTIALITY OF INFORMATION

The company requires all employees to execute a Non-Disclosure Agreement ("**NDA**") to protect the rights of its employees and also that of the company while dealing with confidential information, documents, etc. The said NDA forms part of this appointment letter attached herein as **Annexure B** and is applicable to you. You are required to read, understand and sign the NDA in acknowledgement of your acceptance of the conditions therein.

10. DISCIPLINE

a. You will be governed by the company's rules and regulations that may be promulgated from time to time.
b. You shall not refuse to take up any assignment that may be offered to you by the company.
c. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the company's high standards of professional Services at all times, whether in the company or at its client's site(s).
d. You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, mobiles, computers, laptops, data cards, projectors etc that have been provided to you to enable you in your work.
e. You shall not publicly criticize, defame or misrepresent the company and shall not, knowingly, commit any such actions which may result in the company's image / business being adversely affected.
f. During the course of your employment with the company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the company's clients and / or customers.

11. POSTAL ADDRESS

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your period of employment with the company.

12. RETIREMENT

The retirement age is fifty- eight (58) years.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to execute an Invention Assignment and Transfer Agreement ("**IP Assignment Agreement**") in favor of the company. The said IP Assignment Agreement forms part of this appointment letter attached herein as **Annexure C** and is applicable to you. You are required to read, understand and sign the IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

14. AUTHENTICITY OF INFORMATION

This appointment is made on the basis of information provided by you in the application and also at the time of interview. Original copies of your certificates, testimonials and previous employment records should be submitted along with the photocopies for verification. If any

declarations given by you to the company prove to be false or if you are found to have wilfully suppressed any material information, you will be liable to be removed from service without any notice. You specifically authorize the company to conduct reference checks and make enquiries in respect of the application submitted by you as it may consider necessary in its sole discretion, and also authorize the company without any notice to you to share and disclose the information relating to your current/previous employment and academic credentials with vendors or any other authority or any third party engaged by the company to obtain such Information for the purpose of proper verification. You similarly authorize the company to share information / provide a reference check covering your service with Practo Technologies Private Limited to any third party/agency conducting a reference check on behalf of an employer/reputed agency. This authorization survives your cessation of service / training with the company.

15. TERMINATION

a. This employment agreement is terminable by either party by giving a fifteen (15) days' notice during Probation Period and thirty (30) days' notice on/after confirmation or on payment of salary in lieu of the notice period. The payment of salary in lieu of notice is based on gross salary plus all applicable allowances.
b. Where notice of termination has been served by either party the company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
    i. not to enter any premises of the company; and/or
    ii. to refrain from business contact with any customers, clients or other employees of the company.
    iii. in the event of any misconduct or breach of terms of employment on the part of the employee during Probation Period or on/after confirmation the company reserves the right to terminate this employment agreement immediately without any notice.
    iv. if any privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
    v. if at any time in our opinion, which is final in this matter, you are found to be a non-performer or guilty of fraud, dishonest, disobedient, exhibiting disorderly behaviour, negligent, undisciplined, absent from duty without permission or engaging in any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
    vi. on termination of this employment agreement, you will immediately give up to the company before you are relieved, all correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

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Bangalore, KA 560076, IN

The company reserves the right to terminate the employment agreement if you are incapacitated by ill – health (physical or mental) or by accident from fully performing your duties in the company for an aggregate period of sixty (60) days in any one (1) calendar year and such incapacity being duly certified as such by doctor.

16. RULES OF THE COMPANY IN FORCE AND GOVERNING LAW

a. You will abide by all the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.

b. This employment contract shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.
We welcome you on board and wish you a pleasant, fruitful and mutually beneficial association with the company.

For Practo Technologies Private Limited

Vinesh K

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Vinesh K

Head HR

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

Employee Signature: Mayurdhwaj Singh Shekhawat **Date: 17th December 2020**

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Employee Name: Mayurdhwaj Singh Shekhawat **Place: Pune**

Practo Technologies Private Limited
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Begur Hobli, Bannerghatta Road
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Annexure – A

Salary Break -Up

Particulars	Annual CTC (Rs)	Monthly CTC (Rs)
(A) Fixed		
Basic	252,000	21,000
HRA	126,000	10,500
Employer's PF	21,600	1,800
Special Allowance	20,400	1,700
Fixed Salary	**420,000**	**35,000**
(B) Allowances		
*Travel Allowance	48,000	4,000
(C) Variables (Performance Based)		
**Incentive	180,000	
Gross Salary	**648,000**	
(D) Benefits (Yearly)		
***Gratuity	12,121	
****Insurance	20,000	
CTC (A+B+C+D)	**680,121**	

From the gross salary the following deductions will be made: PF contributions (employee & employer), professional tax and income tax subject to IT rules.

*Travel Allowance is a role-specific allowance, this is subject to change basis your role & responsibilities and at the discretion of Practo.

**Incentive is paid, based on the incentive scheme in force from time to time, this is subject to change basis the role & responsibilities and at the discretion of Practo.

***Gratuity is paid as per the Gratuity Act.

****The Below Insurances are provided, the policy is subject to change from time to time as per management decision.

- Medical Insurance covering the employee & his family for INR 4,00,000/- floater per annum
- Personal Accident Insurance of two times your fixed salary
- Life Insurance of two times your fixed salary

Relocation benefit – Practo reserves the complete rights to recover the entire relocation benefit from Practeons payable salary and final settlement if Practeon separates from the company within 12 months of joining.

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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure B

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into by **Practo and its group companies** ("**Company**") and you ("**Employee**") effective in view of the Employment Agreement executed between the Employee and Company.

The Company's objective under this Agreement is to provide protection for Confidential Information (defined below) disclosed to the Employee by the Company or any of its affiliate or group companies, during the course of the Employee's employment with the Company. For the purposes of this Agreement, "Company" shall be deemed to include all affiliate and group companies of the Company.

The Company and the Employee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the undersigned Employee and Company covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

In consideration of the performance of Employee's duties with Company, Employee will be exposed to the Confidential Information. Employee agrees to take all necessary precautions against the disclosure of Confidential Information to third parties during and after the term of this Agreement. "**Confidential Information**" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

a. all technical information concerning Company's products (existing and under development) and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

b. (information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

c. information concerning Company's employees, including salaries, strengths, weaknesses and skills;

d. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

e. all non-public information relating to the Company's business, specifically including but not limited the Company's clients/potential clients and prospective clients (including their identity, requirements for products or services, key contracts, outstanding bids solicited by or provided to the client, ordering procedures, credit and personnel information, and Company practices, policies and procedures); related information, marketing proposals, and pricing practices);

f. all Personally Identifiable Information ("PII") of the users/Company's customers collected during the normal course of business;

g. aggregated data with or without PII collected by the Employee/Company during the normal course of business;

h. any PII mapped to the health and/or the financial records of the Company's customer;
"Personally Identifiable Information" shall mean any sensitive personal data or information of a person which consists of information including but not limited to: (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise and (ix) such other information identified as sensitive information under the Information Technology Act and rules and other applicable laws from time to time.

i. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business;

j. All other information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to the Employee by the Company or discovered by the Employee during the course of his employment with the Employer;

k. All such information defined above, in any form, and includes without limitation both verbal and written information, whether embodied in documents, computer files or programs, processes, practices, equipment or plans.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

a) Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such Confidential Information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.

b) However, Employee shall have no obligation to treat as confidential any information which:
   i. was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
   ii. is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
   iii. is or becomes lawfully available to Employee from a source other than Company. However, the Employee cannot republish/ publish such information or any information based on the information which is or becomes available to the public without the prior written approval/consent of the Company; or
   iv. is developed by the Employee independently without using Company's Confidential Information.

3. CONFIDENTIAL INFORMATION OF OTHERS

Employee will not disclose to Company, or cause Company to use, any trade secret or confidential information of others/third parties in the Company's business.

4. RETURN OF MATERIALS

When Employee's employment with Company terminates, for whatever reason and at the request of the Company, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with the Company terminates and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of the Company as such and/or remains a trade secret.

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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

6. GENERAL PROVISIONS

a. Relationships**:** Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
b. Severability**:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full effect the intent of the Company and Employee.
c. Integration*:* This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
d. Waiver: The failure to exercise any term and condition provided in this Agreement shall not be deemed or construed to be a waiver of prior or subsequent breach or failure thereof.
e. Injunctive Relief: Any misappropriation and breach of any of the Confidential Information in violation of this Agreement by the Employee may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall in addition to all remedies available under the then prevalent law, be entitled to injunctive relief.
f. Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement
g. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.
h. Governing Law: This Agreement shall be governed in accordance with the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

I agree that I have read, understood and accepted the above-mentioned terms and conditions.

Mayurdhwaj Singh Shekhawat

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Employee Name: Mayurdhwaj Singh Shekhawat

Employee Designation: Territory Sales Manager

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Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure C

PRACTO TECHNOLOGIES PRIVATE LIMITED
EMPLOYEE INVENTION ASSIGNMENT AND TRANSFER AGREEMENT

In consideration of, and as a condition of my employment with Practo Technologies Private Limited (the "**Company**"), and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as the "**Employee**" signing this Employee Invention Assignment and Transfer Agreement (this "**Agreement**"), hereby represent to the Company, and the Company and I hereby agree as follows:

1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, providing products and services, marketing, sales and other activities in connection with the current and projected business of the Company and its holding company (collectively, the "***Practo Group***"), and that it is critical for the Company to preserve and protect the proprietary information, rights in certain inventions and works and related intellectual property rights of the Company and the other Practo Group companies. Accordingly, I am entering into this Agreement, whether or not I have created or I am expected to create inventions or other works of value for the Practo Group. As used in this Agreement, "***Inventions***" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets.

3. Work for Hire; Assigned Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, proprietary information or trade secrets of the Company or other Practo Group companies; (ii) result from work performed by me for the Company or other Practo Group companies; or (iii) relate to the business or actual or demonstrably anticipated research or development of the Practo Group, including the Company (the "***Assigned Inventions***"), will be the sole and exclusive property of the Company.

4. Excluded Inventions and Other Inventions. Attached hereto as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Practo Group's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date and which are not to be assigned to the Company ("***Excluded Inventions***"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the

business or actual or demonstrably anticipated research or development of the Practo Group. For purposes of this Agreement, "***Other Inventions***" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Prcato Group or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Practo Group of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, worldwide, royalty-free, fully paid up license to use, disclose, make, have made, perform, execute, market, license, sell, offer to license, offer to sell, import, export, copy, distribute, modify and create works based on, perform, display or otherwise exploit such Excluded Inventions and Other Inventions, in whole or in part, and to sublicense third parties in one or more tiers of sublicenses with the same rights.

5. Exception to Assignment. I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Practo Group except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of the Practo Group, (ii) result from any work performed by me for the Practo Group, or (iii) qualifies fully for exclusion under the applicable laws of the state in which I am employed.

6. Assignment of Rights. I agree to assign, convey and transfer, and do hereby irrevocably assign, convey and transfer, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my employment. "***Moral Rights***" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. Assistance. I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment. I hereby appoint the Secretary of the Company as

my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidentiality.** I understand that my employment creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be invented, made, created or discovered by me or that may be disclosed to me by, or that I have access to, from the Company or another Practo Group company. At all times, both during my employment and after its termination, I will keep and hold all information in strict confidence and trust and I will be bound by the Non-Disclosure Agreement dated **17th December 2020.**

9. **Indemnification**. I will defend, indemnify, and hold harmless the Practo Group, and its officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Practo Group, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: my use of the Assigned Inventions prior to the date of this Agreement; or my failure to perform its obligations under this Agreement.

10. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company and the other Practo Group companies to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.

11. **Governing Law; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company and the other Practo Group companies may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement shall be governed by and construed in accordance with the laws of India with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

12. **Counterparts.** Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

14. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

15. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

16. Further Assurances. The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

17. Acknowledgement. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

	Company:	**Employee:**
Signature:	Vinesh K 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1	Mayurdhwaj Singh Shekhawat 3adb0b77-fca3-4bc9-9c46-8bc26e099087
Name:	Vinesh K	Mayurdhwaj Singh Shekhawat
Title:	Head HR	Territory Sales Manager
Date:	16th December 2020	17th December 2020

Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

APPOINTMENT LETTER

Date: 16th December 2020

To: Yashodhan Mandar Welankar,

Address: Plot No 25, Friends Colony,
Near Police Training School, Pratap Nagar,
Ranapratap Nagar, Nagpur, Maharashtra - 440022

Dear Yashodhan,

With reference to your application and subsequent interviews you have had with us, we are pleased to appoint you as **Territory Sales Manager** in our organization with effect from **17th December 2020** subject to the following terms & conditions. This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter.

1. PLACE OF WORK

Your place of work will be **Hyderabad.** However, you may be required to work anywhere in India or overseas, if the company so directs based on the business exigencies of work. You would also provide your services for the company, its subsidiaries or associates, if, as and when required.

2. EMOLUMENTS

Your gross annual cost to company (CTC) will be INR **680,121/-** The break-up of your CTC is attached herewith as **Annexure A.** Any Income Tax applicable on your remuneration or any other payment made by the company in respect to taxes will be borne by you and as required by law, will be deducted at source.

3. DUTIES & POSITION

The company hires you as an employee to be part of the **Sales** function and the employee's duties may be reasonably modified at the company's discretion from time to time and depending upon your performance.

4. REPORTING

You would be reporting to whosoever the company deems fit to be your supervisor.

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5. PROBATION

You will be on probationary review during your first Six (6) months of service with us from your date of joining. Permanent placement with us is contingent upon your satisfactorily completing the Probation Period, successful confirmation / verification of any / all other reference checks to our satisfaction including but not limited to the verification of your education and employment history.

6. WORKING HOURS

We estimate that under your employment agreement, you will be required to work six (06) days of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the company, you are expected to devote your entire time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the company and your role.

7. NO SIMULTANEOUS EMPLOYMENT

While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole time or part time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

8. NON-COMPETE

For a period of twelve (12) months after the termination of this appointment letter by whatever means, you shall not without the prior written consent of the company, work for, or consult with, any company, firm or person which is in direct competition with the company or Company customer, customer prospect, Company partner or a vendor of the company.

9. CONFIDENTIALITY OF INFORMATION

The company requires all employees to execute a Non-Disclosure Agreement ("**NDA**") to protect the rights of its employees and also that of the company while dealing with confidential information, documents, etc. The said NDA forms part of this appointment letter attached herein as **Annexure B** and is applicable to you. You are required to read, understand and sign the NDA in acknowledgement of your acceptance of the conditions therein.

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10. DISCIPLINE

a. You will be governed by the company's rules and regulations that may be promulgated from time to time.
b. You shall not refuse to take up any assignment that may be offered to you by the company.
c. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the company's high standards of professional Services at all times, whether in the company or at its client's site(s).
d. You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, mobiles, computers, laptops, data cards, projectors etc that have been provided to you to enable you in your work.
e. You shall not publicly criticize, defame or misrepresent the company and shall not, knowingly, commit any such actions which may result in the company's image / business being adversely affected.
f. During the course of your employment with the company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the company's clients and / or customers.

11. POSTAL ADDRESS

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your period of employment with the company.

12. RETIREMENT

The retirement age is fifty- eight (58) years.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to execute an Invention Assignment and Transfer Agreement ("**IP Assignment Agreement**") in favor of the company. The said IP Assignment Agreement forms part of this appointment letter attached herein as **Annexure C** and is applicable to you. You are required to read, understand and sign the IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

14. AUTHENTICITY OF INFORMATION

This appointment is made on the basis of information provided by you in the application and also at the time of interview. Original copies of your certificates, testimonials and previous employment records should be submitted along with the photocopies for verification. If any

declarations given by you to the company prove to be false or if you are found to have wilfully suppressed any material information, you will be liable to be removed from service without any notice. You specifically authorize the company to conduct reference checks and make enquiries in respect of the application submitted by you as it may consider necessary in its sole discretion, and also authorize the company without any notice to you to share and disclose the information relating to your current/previous employment and academic credentials with vendors or any other authority or any third party engaged by the company to obtain such Information for the purpose of proper verification. You similarly authorize the company to share information / provide a reference check covering your service with Practo Technologies Private Limited to any third party/agency conducting a reference check on behalf of an employer/reputed agency. This authorization survives your cessation of service / training with the company.

15. TERMINATION

a. This employment agreement is terminable by either party by giving a fifteen (15) days' notice during Probation Period and thirty (30) days' notice on/after confirmation or on payment of salary in lieu of the notice period. The payment of salary in lieu of notice is based on gross salary plus all applicable allowances.
b. Where notice of termination has been served by either party the company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
    i. not to enter any premises of the company; and/or
    ii. to refrain from business contact with any customers, clients or other employees of the company.
    iii. in the event of any misconduct or breach of terms of employment on the part of the employee during Probation Period or on/after confirmation the company reserves the right to terminate this employment agreement immediately without any notice.
    iv. if any privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
    v. if at any time in our opinion, which is final in this matter, you are found to be a non-performer or guilty of fraud, dishonest, disobedient, exhibiting disorderly behaviour, negligent, undisciplined, absent from duty without permission or engaging in any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
    vi. on termination of this employment agreement, you will immediately give up to the company before you are relieved, all correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

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Bangalore, KA 560076, IN

The company reserves the right to terminate the employment agreement if you are incapacitated by ill – health (physical or mental) or by accident from fully performing your duties in the company for an aggregate period of sixty (60) days in any one (1) calendar year and such incapacity being duly certified as such by doctor.

16. RULES OF THE COMPANY IN FORCE AND GOVERNING LAW

a. You will abide by all the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.

b. This employment contract shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.
We welcome you on board and wish you a pleasant, fruitful and mutually beneficial association with the company.

For Practo Technologies Private Limited

Vinesh K

6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1

Vinesh K

Head HR

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

Employee Signature: Yashodhan Mandar Welankar **Date: 17th December 2020**

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Employee Name: Yashodhan Mandar Welankar **Place: Hyderabad**

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Annexure – A

Salary Break -Up

Particulars	Annual CTC (Rs)	Monthly CTC (Rs)
(A) Fixed		
Basic	252,000	21,000
HRA	126,000	10,500
Employer's PF	21,600	1,800
Special Allowance	20,400	1,700
Fixed Salary	**420,000**	**35,000**
(B) Allowances		
*Travel Allowance	48,000	4,000
(C) Variables (Performance Based)		
**Incentive	180,000	
Gross Salary	**648,000**	
(D) Benefits (Yearly)		
***Gratuity	12,121	
****Insurance	20,000	
CTC (A+B+C+D)	**680,121**	

From the gross salary the following deductions will be made: PF contributions (employee & employer), professional tax and income tax subject to IT rules.

*Travel Allowance is a role-specific allowance, this is subject to change basis your role & responsibilities and at the discretion of Practo.

**Incentive is paid, based on the incentive scheme in force from time to time, this is subject to change basis the role & responsibilities and at the discretion of Practo.

***Gratuity is paid as per the Gratuity Act.

****The Below Insurances are provided, the policy is subject to change from time to time as per management decision.

- Medical Insurance covering the employee & his family for INR 4,00,000/- floater per annum
- Personal Accident Insurance of two times your fixed salary
- Life Insurance of two times your fixed salary

Relocation benefit – Practo reserves the complete rights to recover the entire relocation benefit from Practeons payable salary and final settlement if Practeon separates from the company within 12 months of joining.

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Annexure B

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into by **Practo and its group companies** ("**Company**") and you ("**Employee**") effective in view of the Employment Agreement executed between the Employee and Company.

The Company's objective under this Agreement is to provide protection for Confidential Information (defined below) disclosed to the Employee by the Company or any of its affiliate or group companies, during the course of the Employee's employment with the Company. For the purposes of this Agreement, "Company" shall be deemed to include all affiliate and group companies of the Company.

The Company and the Employee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the undersigned Employee and Company covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

In consideration of the performance of Employee's duties with Company, Employee will be exposed to the Confidential Information. Employee agrees to take all necessary precautions against the disclosure of Confidential Information to third parties during and after the term of this Agreement. "**Confidential Information**" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

a. all technical information concerning Company's products (existing and under development) and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

b. (information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

c. information concerning Company's employees, including salaries, strengths, weaknesses and skills;

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d. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

e. all non-public information relating to the Company's business, specifically including but not limited the Company's clients/potential clients and prospective clients (including their identity, requirements for products or services, key contracts, outstanding bids solicited by or provided to the client, ordering procedures, credit and personnel information, and Company practices, policies and procedures); related information, marketing proposals, and pricing practices);

f. all Personally Identifiable Information ("PII") of the users/Company's customers collected during the normal course of business;

g. aggregated data with or without PII collected by the Employee/Company during the normal course of business;

h. any PII mapped to the health and/or the financial records of the Company's customer; "Personally Identifiable Information" shall mean any sensitive personal data or information of a person which consists of information including but not limited to: (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise and (ix) such other information identified as sensitive information under the Information Technology Act and rules and other applicable laws from time to time.

i. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business;

j. All other information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to the Employee by the Company or discovered by the Employee during the course of his employment with the Employer;

k. All such information defined above, in any form, and includes without limitation both verbal and written information, whether embodied in documents, computer files or programs, processes, practices, equipment or plans.

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2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

a) Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such Confidential Information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.

b) However, Employee shall have no obligation to treat as confidential any information which:

i. was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;

ii. is or becomes public knowledge through a source other than Employee and through no fault of Employee; or

iii. is or becomes lawfully available to Employee from a source other than Company. However, the Employee cannot republish/ publish such information or any information based on the information which is or becomes available to the public without the prior written approval/consent of the Company; or

iv. is developed by the Employee independently without using Company's Confidential Information.

3. CONFIDENTIAL INFORMATION OF OTHERS

Employee will not disclose to Company, or cause Company to use, any trade secret or confidential information of others/third parties in the Company's business.

4. RETURN OF MATERIALS

When Employee's employment with Company terminates, for whatever reason and at the request of the Company, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with the Company terminates and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of the Company as such and/or remains a trade secret.

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Bangalore, KA 560076, IN

6. GENERAL PROVISIONS

a. Relationships**:** Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
b. Severability**:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full effect the intent of the Company and Employee.
c. Integration*:* This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
d. Waiver: The failure to exercise any term and condition provided in this Agreement shall not be deemed or construed to be a waiver of prior or subsequent breach or failure thereof.
e. Injunctive Relief: Any misappropriation and breach of any of the Confidential Information in violation of this Agreement by the Employee may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall in addition to all remedies available under the then prevalent law, be entitled to injunctive relief.
f. Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement
g. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.
h. Governing Law: This Agreement shall be governed in accordance with the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

I agree that I have read, understood and accepted the above-mentioned terms and conditions.

Yashodhan Mandar Welankar

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Employee Name: Yashodhan Mandar Welankar

Employee Designation: Territory Sales Manager

DocUUID : a57077ed-be4a-4dae-a213-cada6bb6859e

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Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

Annexure C

PRACTO TECHNOLOGIES PRIVATE LIMITED
EMPLOYEE INVENTION ASSIGNMENT AND TRANSFER AGREEMENT

In consideration of, and as a condition of my employment with Practo Technologies Private Limited (the "**Company**"), and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as the "**Employee**" signing this Employee Invention Assignment and Transfer Agreement (this "**Agreement**"), hereby represent to the Company, and the Company and I hereby agree as follows:

1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, providing products and services, marketing, sales and other activities in connection with the current and projected business of the Company and its holding company (collectively, the "***Practo Group***"), and that it is critical for the Company to preserve and protect the proprietary information, rights in certain inventions and works and related intellectual property rights of the Company and the other Practo Group companies. Accordingly, I am entering into this Agreement, whether or not I have created or I am expected to create inventions or other works of value for the Practo Group. As used in this Agreement, "***Inventions***" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets.

3. Work for Hire; Assigned Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, proprietary information or trade secrets of the Company or other Practo Group companies; (ii) result from work performed by me for the Company or other Practo Group companies; or (iii) relate to the business or actual or demonstrably anticipated research or development of the Practo Group, including the Company (the "***Assigned Inventions***"), will be the sole and exclusive property of the Company.

4. Excluded Inventions and Other Inventions. Attached hereto as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Practo Group's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date and which are not to be assigned to the Company ("***Excluded Inventions***"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the

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business or actual or demonstrably anticipated research or development of the Practo Group. For purposes of this Agreement, "***Other Inventions***" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Prcato Group or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Practo Group of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, worldwide, royalty-free, fully paid up license to use, disclose, make, have made, perform, execute, market, license, sell, offer to license, offer to sell, import, export, copy, distribute, modify and create works based on, perform, display or otherwise exploit such Excluded Inventions and Other Inventions, in whole or in part, and to sublicense third parties in one or more tiers of sublicenses with the same rights.

5. Exception to Assignment. I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Practo Group except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of the Practo Group, (ii) result from any work performed by me for the Practo Group, or (iii) qualifies fully for exclusion under the applicable laws of the state in which I am employed.

6. Assignment of Rights. I agree to assign, convey and transfer, and do hereby irrevocably assign, convey and transfer, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my employment. "***Moral Rights***" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. Assistance. I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment. I hereby appoint the Secretary of the Company as

my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidentiality.** I understand that my employment creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be invented, made, created or discovered by me or that may be disclosed to me by, or that I have access to, from the Company or another Practo Group company. At all times, both during my employment and after its termination, I will keep and hold all information in strict confidence and trust and I will be bound by the Non-Disclosure Agreement dated **17th December 2020.**

9. **Indemnification**. I will defend, indemnify, and hold harmless the Practo Group, and its officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Practo Group, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: my use of the Assigned Inventions prior to the date of this Agreement; or my failure to perform its obligations under this Agreement.

10. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company and the other Practo Group companies to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.

11. **Governing Law; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company and the other Practo Group companies may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement shall be governed by and construed in accordance with the laws of India with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

12. **Counterparts.** Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

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Practo Technologies Private Limited
Wework Salarpuria Symboisis, Arekere Village,
Begur Hobli, Bannerghatta Road
Bangalore, KA 560076, IN

14. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

15. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

16. Further Assurances. The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

17. Acknowledgement. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

	Company:	**Employee:**
Signature:	Vinesh K 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1	Yashodhan Mandar Welankar 53af6620-ad88-4445-92ff-225c46f9d971
Name:	Vinesh K	Yashodhan Mandar Welankar
Title:	Head HR	Territory Sales Manager
Date:	16th December 2020	17th December 2020

DocUUID : a57077ed-be4a-4dae-a213-cada6bb6859e

Validation Report

1

Subject CN:	MSB
Subject DN:	EMAILADDRESS=operations@msbdocs.com,CN=MSB,OU=MSB,O=TAIGLE LLC,L=Irvine,ST=California,C=US
Email:	operations@msbdocs.com
Serial #:	103155442024134641897105422308128156249
Issuer DN:	CN=Entrust Class 3 Client CA - SHA256,OU=(c) 2015 Entrust, Inc. - for authorized use only,OU=See www.entrust.net/legal-terms,O=Entrust, Inc.,C=US
Signing Time:	16 Dec 2020 19:56:001+0530

- The Certificate chain was successfully built to a Trusted Root Certificate.
- The Signer's identity is valid.
- The Document has not been modified since the signature was applied.

This page was added to the original document by the MSB Validation Service (SVS) as part of the process to convert active signature block content into inactive text. A full validation report of each signature is generated and cross-referenced using a numeric footnote annotation.

Audit Trail Report

Document Name: Yashodhan Mandar Welankar Offer Letter.pdf
Document ID: a57077ed-be4a-4dae-a213-cada6bb6859e

Time Stamp	User	Action	Details
16 Dec 2020 19:26:043+0530	Talent Acquisition Team UUID : 8b67529a-78d7-4bf0-88c1-2b98c21b0dbf Email : tateam@practo.com IP Address : 49.206.9.2	Started	The custodian composed the ePak succesfully. Subject: Offer Letter Practo Technologies ePak UUID: aab237f6-1ae1-4790-a5a9-4f74cce43262
16 Dec 2020 19:26:043+0530	Vinesh K UUID : 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1 Email : vinesh.nair@practo.com	RequestSent	Sign request sent to ePak recipient.
16 Dec 2020 19:27:041+0530	Vinesh K UUID : 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1 Email : vinesh.nair@practo.com IP Address : 106.200.218.142	DocumentViewed	Document viewed by signer.
16 Dec 2020 19:27:050+0530	Vinesh K UUID : 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1 Email : vinesh.nair@practo.com IP Address : 106.200.218.142	Signed	The recipient signed the document with no comments. Comments: None Reason: None Consent: I understand that my Electronic Signature is Equivalent to my Handwritten Signature and is therefore legally binding. My Electronic Signature will remain unique to me, and under no circumstance I am allowed to disclose my password to any individual which may allow unauthorized access to system. I understand that I am accountable and responsible for all actions associated with my Electronic Signature.
16 Dec 2020 19:27:050+0530	Talent Acquisition Team UUID : 8b67529a-78d7-4bf0-88c1-2b98c21b0dbf Email : tateam@practo.com	EPakStateChanged	The ePak progressed to the next workflow state (Required minimum reviews/Signs are done).
16 Dec 2020 19:27:050+0530	Yashodhan Mandar Welankar UUID : 53af6620-ad88-4445-92ff-225c46f9d971 Email : welankaryashodhan@gmail.com	RequestSent	Sign request sent to ePak recipient.
16 Dec 2020 19:52:009+0530	Yashodhan Mandar Welankar UUID : 53af6620-ad88-4445-92ff-225c46f9d971 Email : welankaryashodhan@gmail.com IP Address : 106.220.160.93	DocumentViewed	Document viewed by signer.
16 Dec 2020 19:56:001+0530	Yashodhan Mandar Welankar UUID : 53af6620-ad88-4445-92ff-225c46f9d971 Email : welankaryashodhan@gmail.com IP Address : 106.220.160.93	Signed	The recipient signed the document with no comments. Comments: None Reason: None Consent: I understand that my Electronic Signature is Equivalent to my Handwritten Signature and is therefore legally binding. My Electronic Signature will remain unique to me, and under no circumstance I am allowed to disclose my password to any individual which may allow unauthorized access to system. I understand that I am accountable and responsible for all actions associated with my Electronic Signature.
16 Dec 2020 19:56:001+0530	Talent Acquisition Team UUID : 8b67529a-78d7-4bf0-88c1-2b98c21b0dbf Email : tateam@practo.com	Completed	The ePak is completed successfully.

22 Jul 2021

Dear **Samyak Jain,**

We are pleased to offer you the position of MANAGEMENT TRAINEE at Level 4 of our Company. The offer is subject to successful completion of your post-graduation course.

Components	Rs. Per annum
Basic	1,57,500
Supplementary Allowance	22,500
Flexible Compensation Plan	3,08,829
Employer's Contribution to PF	21,600
Gratuity	7,571
Minimum Statutory Bonus	7,000
Total Fixed Pay	5,25,000

In addition to the above, the Assured pay/ Performance Linked Reward (PLR) for the first financial year of service is fixed at Rs. 1,25,000 and will be paid on pro-rata basis from the date of joining, on completion of that financial year.

Employees who have resigned and are serving their notice period or who have been separated as on the date of assured pay/ PLR credit shall not be eligible for such assured pay/ PLR payout.

The Company reserves the right to conduct background checks including your antecedent, education and employment. Your continuation in employment will be subject to satisfactory reports being received from all the above mentioned sources.

Please note that this offer is made and is valid subject to your acceptance of the term/conditions of employment with us and may be withdrawn/modified if any information or representation furnished by you is found to be incorrect or if any material information is detected by us to have been suppressed/misrepresented by you or any action on your part is found to be in contravention to the terms and conditions of employment or the Company's Code of Conduct or any applicable Anti-Bribery Law and the Anti-Corruption and Bribery Policy of the Company. This offer letter may be withdrawn by the Company without assigning any reason whatsoever for such withdrawal. This letter is not to be construed as your letter of appointment, which will be issued separately subject to the conditions mentioned above.

The Company shall have the right to transfer you to any of its departments / offices or depute you to group companies, anywhere in India. In case of deputation to a group Company the terms and conditions of your employment including gross salary and benefits, etc. as stated in this letter will continue to be applicable.

You are required to submit the requisite documents & proofs of successful completion of your post-graduation course within 6 months of joining the organization.

We look forward to your joining the company and wish you a long and successful career with the organization.

Best Regards,

Vineet Tyagi
Vice President
Human Resources
ICICI Prudential Life Insurance Co. Ltd.

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: ICFAI Offers

pooja dash <dashpooja1995@gmail.com> Sat, Dec 19, 2020 at 1:36 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Srinivasan Mettu** <Srinivasan.mettu@aurobindo.com>
Date: Sat, Dec 19, 2020, 10:18 AM
Subject: ICFAI Offers
To: pooja dash <dashpooja1995@gmail.com>
Cc: Sudha HR <Sudha.HR@aurobindo.com>

Dear Pooja

We shall release the offer letter for Sravya and Victor by Monday. As told initially 6 months will be on stipend basis (40,000/- per month), post 6 months they will be graded as Assistant Manager with 6 lacs CTC subject to the Performance evaluation.

They will be working with President Operations in Project Management role.

Post acceptance of offer they should be ready to join by 4th Jan.

After releasing the offer they need to undergo Premedical Check and COVID test, 3 days before of their joining date

In case if you have any clarification please call or they can call me directly

Mettu Srinivasan

Assistant General Manager – HR

Aurobindo Pharma Ltd (API Business)

Water Mark Building,

Plot No.11, Survey no.9,

Kondapur, Hitech City,

Hyderabad – 500 084

Telangana, India.

Direct Phone : +91 (40) 6672 5436

Mobile : 7036370088

Whatsapp : 9966014287

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AUROBINDO

Date: **December 21, 2020**

To
Ms. Sravya T
H.no: 87, Vasantha City
Serilingampally, Hitech city
Hyderabad

Sub: - Offer letter for Work placement/ Project Training

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Project Trainee",** in our Company on the following terms and conditions:

1. The place of posting will be at our Head Office situated at The Water Mark, Plot No:11, Survey No: 9, Kondapur, Kothaguda, Hitech city, Hyderabad -500084. However due to work exigencies you may be posted in any of the manufacturing locations or R&D located in Andhra and Telangana state.

2. You will be paid Monthly Consolidated Stipend of **Rs. 40,000/-** (Forty Thousand Rupees only) and rules of the company applicable to your cadre periodically.

3. You shall disclose pre-existing ailments voluntarily before joining the Company. However, this Offer will continuance subject to you being found medically, physically and mentally fit, that are required to discharge your functional responsibilities, by the authorized Medical Officer of the Company.

4. You shall be on project training for a period of Six months starting from 04.01.2021 to 03.06.2021. During the project training period if your performance and conduct are found to be not satisfactory, your services are liable for termination without assigning any reasons whatsoever

5. Your Offer is further subject to verification of the particulars furnished by you on the 'Application Form for Employment' and other documents submitted by you. In case any particulars mentioned by you and/or other documents, which you have submitted at the time of interview or joining or thereafter are found to be false or incorrect, your training shall be terminated forthwith without any notice and further appropriate legal proceedings will be initiated.

6. You shall be governed by the Leave Rules of the Company and shall abide by the rules and regulations as well as Certified Standing Orders that are applicable to the establishment.

7. You will be responsible for all the functions that are allocated to you by your reporting authority and any other higher official from time to time and shall discharge your duties up to the best satisfaction level of the management. You shall work with high standards of discipline, initiative, efficiency and economy in the department or section, wherever you are posted and strive for achieving the objectives of the Company.

8. You shall devote your whole time to the business of the Organization and shall not undertake any other business or work, either directly or indirectly, whether on remuneration or not, except with written permission of the Management.

9. You shall not divulge to anyone, particulars or details of the manufacturing/quality processes, technical know-how, product portfolio, on-going projects, future projects, marketing strategies, sales promotions plans, security arrangements, or of administrative and / or organization matters, by any means of communication, whether of confidential or not, that may become known / accessible to you for being associated with the Company.

10. You shall adhere to Quality Policy and Environment, Health & Safety (EHS) Policy of the Company in true spirit without any deviations.

11. Any absence from the duty without prior written sanction and/or permission from the respective reporting superior/s shall be considered as 'Un-authorized Absence' and attracts appropriate disciplinary action.

12. You shall keep the Company informed of your postal address, telephone/mobile number, e-mail or any other means of communication including changes that may occur during the period of your association with the Company. Any communication sent to the last informed address is deemed as final and served.

13. Your attention is drawn to the 'Code of Conduct for dealing in shares of the Company' formulated as per the requirements of SEBI (Prohibition of Insider Trading) Regulations, 2015. As per the Code, all types of dealings in the shares of the Company are subject to pre-clearance and violation of the same will lead to imposing of penalties and / or other disciplinary action by the Company and also by SEBI. Further, you are required to disclose your shareholdings in the Company held by you or your immediate relative(s) as soon as you join the Company in Annexure-5 of the said Code. You may please refer to the Code or may contact Compliance Officer at cs@aurobindo.com or ig@aurobindo.com.

14. You shall require to submit copies of Certificates in proof of your age / copy of Aadhar card / educational qualifications, Medical fitness certificate, copy of PAN Card and four passport size photographs, as confirmed by HR Department for our records, at the time of your joining.

15. The Courts at Hyderabad alone shall have exclusive jurisdiction to try any disputes arising out of this contract / offer of Work placement.

Please inform the exact date of joining to our HRD over phone on 040 - 66725130 / 66725127.

You are required to return the copy of this letter of appointment duly signed by you as a token of your acceptance of all the terms and conditions.

We welcome you to Aurobindo family and wish you a happy learning with us.

Yours faithfully,

For **AUROBINDO PHARMA LIMITED**

U N B Raju
Vice President – Corporate HR

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: ICFAI Offers

pooja dash <dashpooja1995@gmail.com> Sat, Dec 19, 2020 at 1:36 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

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Date: Sat, Dec 19, 2020, 10:18 AM
Subject: ICFAI Offers
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Cc: Sudha HR <Sudha.HR@aurobindo.com>

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In case if you have any clarification please call or they can call me directly

Mettu Srinivasan

Assistant General Manager – HR

Aurobindo Pharma Ltd (API Business)

Water Mark Building,

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Whatsapp : 9966014287

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AUROBINDO

Date: **December 21, 2020**

To
Mr. Victor Banik
H.No:5, Lane -3A,
Ananda Nagar, Guwahati
Assam – 781012
Ph: 7002683650

Sub: - Offer letter for Work placement/ Project Training

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Project Trainee",** in our Company on the following terms and conditions:

1. The place of posting will be at our Head Office situated at The Water Mark, Plot No:11, Survey No: 9, Kondapur, Kothaguda, Hitech city, Hyderabad -500084. However due to work exigencies you may be posted in any of the manufacturing locations or R&D located in Andhra and Telangana state.

2. You will be paid Monthly Consolidated Stipend of **Rs. 40,000/-** (Forty Thousand Rupees only) and rules of the company applicable to your cadre periodically.

3. You shall disclose pre-existing ailments voluntarily before joining the Company. However, this Offer will continuance subject to you being found medically, physically and mentally fit, that are required to discharge your functional responsibilities, by the authorized Medical Officer of the Company.

4. You shall be on project training for a period of Six months starting from 04.01.2021 to 03.06.2021. During the project training period if your performance and conduct are found to be not satisfactory, your services are liable for termination without assigning any reasons whatsoever

5. Your Offer is further subject to verification of the particulars furnished by you on the 'Application Form for Employment' and other documents submitted by you. In case any particulars mentioned by you and/or other documents, which you have submitted at the time of interview or joining or thereafter are found to be false or incorrect, your training shall be terminated forthwith without any notice and further appropriate legal proceedings will be initiated.

6. You shall be governed by the Leave Rules of the Company and shall abide by the rules and regulations as well as Certified Standing Orders that are applicable to the establishment.

7. You will be responsible for all the functions that are allocated to you by your reporting authority and any other higher official from time to time and shall discharge your duties up to the best satisfaction level of the management. You shall work with high standards of discipline, initiative, efficiency and economy in the department or section, wherever you are posted and strive for achieving the objectives of the Company.

8. You shall devote your whole time to the business of the Organization and shall not undertake any other business or work, either directly or indirectly, whether on remuneration or not, except with written permission of the Management.

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10. You shall adhere to Quality Policy and Environment, Health & Safety (EHS) Policy of the Company in true spirit without any deviations.

11. Any absence from the duty without prior written sanction and/or permission from the respective reporting superior/s shall be considered as 'Un-authorized Absence' and attracts appropriate disciplinary action.

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Yours faithfully,

For **AUROBINDO PHARMA LIMITED**

U N B Raju
Vice President – Corporate HR

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Capgemini Chrysalis FTE Grade & CTC Finalization

Chakraborti, Pramita <pramita.chakraborti@capgemini.com> Mon, May 3, 2021 at 6:41 PM
To: "msprasad@ibsindia.org" <msprasad@ibsindia.org>
Cc: "Sangrakhyana, Sachi" <sachi.a.sangrakhyana@capgemini.com>, "Varma, Anjana" <anjana.varma@capgemini.com>

Dear Team,

Greetings from Capgemini!!

As you are aware, we had solicited documents from the Chrysalis FTE Final Selects last week for verification purpose. We have completed the verification and would like to share the final CTC and Grade for each candidate as per the documents shared by them.

We would like you to share the same with the candidates and provide a confirmation of their acceptance by **4th May, 6 PM.**

Name	Offered CTC	Offered Grade
Sathvika Nallaballe	7.5 LPA	B1 - Associate Consultant
Daniel George	7.5 LPA	B1 - Associate Consultant
Bhakti Prasad Sohoni	7.5 LPA	B1 - Associate Consultant
Akashdeep Singh Vikram Singh Bhatia	7.5 LPA	B1 - Associate Consultant
Sonia Sinha	7.5 LPA	B1 - Associate Consultant
Sachi Aggarwal	7.5 LPA	B1 - Associate Consultant
Naman Preet Kaur	7.5 LPA	B1 - Associate Consultant
Saksham	7.5 LPA	B1 - Associate Consultant
Eshan Sharma	7.5 LPA	B1 - Associate Consultant
Chaitanya Molugu	8.5 LPA	B1 - Associate Consultant

Anjali Sharma	8.5 LPA	B1 - Associate Consultant
Sonali Sahu	10.5 LPA	B2 - Consultant

Please Note: We will not consider any changes in the CTC or Grade post confirmation from the candidates**

**Subject to audit and background verification clearance.

Thanks & Regards,

Pramita Chakraborti

University Relations & Hiring | Talent Acquisition

Capgemini "India" | Pune

Mob: +91 7899424292

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M S Prasad <msprasad@ibsindia.org>

Capgemini Chrysalis FTE Grade & CTC Finalization

Chakraborti, Pramita <pramita.chakraborti@capgemini.com> Mon, May 3, 2021 at 6:41 PM
To: "msprasad@ibsindia.org" <msprasad@ibsindia.org>
Cc: "Sangrakhyana, Sachi" <sachi.a.sangrakhyana@capgemini.com>, "Varma, Anjana" <anjana.varma@capgemini.com>

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Anjali Sharma	8.5 LPA	B1 - Associate Consultant
Sonali Sahu	10.5 LPA	B2 - Consultant

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aurobindo REALTY

18th December. 2020

To,

Mr. Kandarp P Prabhu

Sub: Offer letter

Mr. Kandarp P Prabhu,

Based on your profile and interview, we are pleased to offer you a position of **"Management Trainee-Sales & Marketing"** at Grade **"E-2"**. Your annual CTC will be ***Rs. 5,50,000/-***. Given below is the detailed breakup of your compensation-

Salary Components	Monthly (In INR)	YTD (In INR)
Basic	27,042	3,24,504
HRA	11,303	1,35,636
TRA	1,600	19,200
LTA	2,254	27,048
Medical Allowance	1,250	15,000
Bonus	584	7,008
Gross	**44,033**	**5,28,396**
Provident Fund	1,800	21,600
Total CTC	**45,833**	**5,49,996**
PF	1,800	21,600
Professional Tax	200	2,400
Net Pay	**42,033**	**5,04,396**

Note: Income Tax liabilities arising out of the above compensation as per income tax act will be to your account.

The date of joining would be on **1st March 2021.** As a token of acceptance of our offer please confirm the same through a return mail in next 48 hours. The offer stands withdrawn thereafter unless the date is extended and communicated by us in writing.

We look forward to a mutually rewarding relationship.

Yours faithfully,
For **Aurobindo Realty & Infrastructure Pvt. Ltd.**

Authorized Signatory

Accepted & Agreed

Signature.....

Name: KANDARP PRABHU.

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Integrated Cloud
Applications & Platform Services

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor,
Commerce @ Mantri,
12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bangalore 560 076, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

June 17, 2021

Aayush Gupta

Dear Aayush,

We are pleased to offer you employment in the position of **Staff Consultant** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **8,82,029.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **82000** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	3,69,000.00
B. Flexible Benefit Plan (FBP) **	4,51,000.00
C. Annual Gross Pay AGP (A+B)	8,20,000.00
D. Company's contribution to PF	44,280.00
E. Company's contribution to Gratuity	17,749.00
Total Gross (C+D+E)	**8,82,029.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor,
Commerce @ Mantri,
12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bangalore 560 076, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Anindya Ghosh** at **9980146906**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Anindya Ghosh (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Aayush Gupta** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Gmail

Basu Raj <er.basuraj@gmail.com>

Benori Knowledge Solutions: Offer of Employment to Basu Raj

3 messages

Shagun Aggarwal <shagun.aggarwal@benoriknowledge.com> Fri, Dec 18, 2020 at 5:53 PM
To: Basu Raj <er.basuraj@gmail.com>
Cc: BenoriHR <benorihr@benoriknowledge.com>

Dear Bau Raj,

On behalf of Benori Knowledge Solutions (“Benori”, or “the Company”), I am delighted to extend an offer of employment to you. As a member of our team, we believe you will be committed to deliver outstanding quality and results that exceed expectations. We also believe in your personal accountability in all actions, advice and results that you provide to our clients. In return, we are committed to providing you with every opportunity to learn, grow, and achieve your highest level of ability and potential.

The terms of your employment with Benori shall be detailed out in an employment agreement ("Agreement") that you will sign upon joining the Company. The following points outline the terms and conditions we are proposing.

1. **Role**: You will join as an **Analyst** in our **Research & Insights** team.

2. **Place and Date of Joining**

- Considering the current COVID-19 situation, currently you are required to report from your home/work from home
- This offer shall be valid only after you give your acceptance in writing within the time specified in clause 8 below.
- **Joining date**: As discussed, your date of joining is **4th January 2021**.

3. **Work Days / Working Hours**
- You will be required to work (five) 5 days (Monday to Friday) a week for 9 hours per day.

- The regular working day starts at 9 am.
- The working time, however, may be modified in case of specific group and/or project requirements.

4. **Compensation (CTC)**
- **Rs.5,20,000 per annum** (Rupees five lakhs twenty thousand per annum) will be the total cost to company (CTC).
- The break-up of the compensation will be provided in the Letter of Employment that you will sign on joining.
- Please note that as per company policy, there will be a one-time deduction for group health insurance from your first month’s salary only.

5. **Documents to be submitted**: This offer of employment shall be conditional upon you submitting certain documents (if requested by the Company) on the above referred date of joining, viz:
- All documents relating to your skills, experience and qualifications, as required by Benori
- Relieving letter and latest salary document (letter/salary certificate/pay slip) from your previous employer
- KYC documents, such as PAN card, etc.

This offer is contingent upon the Company's satisfactory diligence of the documents submitted by you and completion of your background investigations including employment history and professional references.

6. **Consent to Undergo Pre-Employment Screening & Provision of Referees**: You may also be required to undergo pre-employment screening & provision of referees before the employment, to comply with its legal and regulatory obligations and in accordance with Benori policy, Benori may require you to consent to undergo a police record check or other background checks before you commence employment with the Company.

Prior to the employment commencement, you may be required to provide Benori with a minimum of two nominated referees, whom Benori might contact for references. Benori may engage the services of an external provider to conduct these checks.

7. **Probationary Period:** As per Company policy, the first three months of employment will be considered as a probationary period. Based on your satisfactory performance, you will be confirmed as a permanent employee at the end of three months. During the probationary period, Benori may terminate the employment by giving one week's notice.

8. **Accepting this offer:** Please reply to this email as a token of your acceptance of this offer by **today EOD (18/12/20)**. If you do not accept this offer by the said time, it will stand automatically revoked.

9. **If you have further questions:** Contact your HR representative to talk about any aspect of this offer.

Please feel free to contact me if you have any questions. We look forward to the opportunity of working with you.

Regards,
Shagun

Shagun Aggarwal
M + 91 - 8826637787
www.benoriknowledge.com
AltF, 4th Floor, JMD Empire Square,
MG Road, Gurugram

Basu Raj <er.basuraj@gmail.com> Fri, Dec 18, 2020 at 5:59 PM
To: Shagun Aggarwal <shagun.aggarwal@benoriknowledge.com>

Hello Shagun,

Thank you for giving me the opportunity to be a part of your team and organization.
I am pleased to accept the offer.

Thanks & Best Regards,
Basu Raj
7797891051
[Quoted text hidden]

Shagun Aggarwal <shagun.aggarwal@benoriknowledge.com> Fri, Dec 18, 2020 at 6:03 PM
To: Basu Raj <er.basuraj@gmail.com>
Cc: BenoriHR <benorihr@benoriknowledge.com>

Dear Basu Raj,

Thank you for the confirmation. We look forward to working with you.

[Quoted text hidden]

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Bannerghatta Road
Bangalore 560 076, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

June 17, 2021

Bijoy Saha

Dear Bijoy,

We are pleased to offer you employment in the position of **Staff Consultant** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **8,82,029.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **82000** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	3,69,000.00
B. Flexible Benefit Plan (FBP) **	4,51,000.00
C. Annual Gross Pay AGP (A+B)	8,20,000.00
D. Company's contribution to PF	44,280.00
E. Company's contribution to Gratuity	17,749.00
Total Gross (C+D+E)	**8,82,029.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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Phone +91 80 4029 6000
Fax +91 80 4029 6475
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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Shantanu Jugade** at **9886498067**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Shantanu Jugade (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Bijoy Saha** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

June 17, 2021

Dakshender Sheoran

Dear Dakshender,

We are pleased to offer you employment in the position of **Staff Consultant** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **8,82,029.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **82000** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	3,69,000.00
B. Flexible Benefit Plan (FBP) **	4,51,000.00
C. Annual Gross Pay AGP (A+B)	8,20,000.00
D. Company's contribution to PF	44,280.00
E. Company's contribution to Gratuity	17,749.00
Total Gross (C+D+E)	**8,82,029.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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Fax +91 80 4029 6475
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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Arun Malhotra** at **9611877888**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Arun Malhotra (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Dakshender Sheoran** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 06 July,2021.

Signature: _____ Date: 20 June, 2021

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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June 17, 2021

Jeyabalaji Rajkumar

Dear Jeyabalaji,

We are pleased to offer you employment in the position of **Staff Consultant** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **8,82,029.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **82000** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	3,69,000.00
B. Flexible Benefit Plan (FBP) **	4,51,000.00
C. Annual Gross Pay AGP (A+B)	8,20,000.00
D. Company's contribution to PF	44,280.00
E. Company's contribution to Gratuity	17,749.00
Total Gross (C+D+E)	**8,82,029.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Shantanu Jugade** at **9886498067**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Shantanu Jugade (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Jeyabalaji Rajkumar** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

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Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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June 17, 2021

Mannan Malhotra

Dear Mannan,

We are pleased to offer you employment in the position of **Staff Consultant** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **8,82,029.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **82000** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	3,69,000.00
B. Flexible Benefit Plan (FBP) **	4,51,000.00
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D. Company's contribution to PF	44,280.00
E. Company's contribution to Gratuity	17,749.00
Total Gross (C+D+E)	**8,82,029.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Shantanu Jugade** at **9886498067**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Shantanu Jugade (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Mannan Malhotra** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____6th July_____.

Signature: _____ Date: _____19/06/2021_____

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Terms of Use Privacy Statement

Integrated Cloud
Applications & Platform Services

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor,
Commerce @ Mantri,
12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bangalore 560 076, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

June 17, 2021

Yashasvi Chauhan

Dear Yashasvi,

We are pleased to offer you employment in the position of **Staff Consultant** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **8,82,029.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **82000** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	3,69,000.00
B. Flexible Benefit Plan (FBP) **	4,51,000.00
C. Annual Gross Pay AGP (A+B)	8,20,000.00
D. Company's contribution to PF	44,280.00
E. Company's contribution to Gratuity	17,749.00
Total Gross (C+D+E)	**8,82,029.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor,
Commerce @ Mantri,
12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bangalore 560 076, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Ganesh Venkataramani** at **7829700429**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Ganesh Venkataramani (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Yashasvi Chauhan** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 23, 2021

Job Offer Title: Associate Collection Manager-Personal Loan

NANDURI SAIKIRAN

Dear **Nanduri**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Guntur-West Krishna Plaza (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**NANDURI SAIKIRAN**
Designation	**Associate Collection Manager-Personal Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Guntur-West Krishna Plaza (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Guntur-West Krishna Plaza (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

--- ---

Date

Employee Name

Employee IP Address

kirannanduri04@gmail.com

Employee Email

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 23, 2021

Job Offer Title: Associate Collection Manager-Vintage Recovery

SARDAR PARAMJOT SINGH

Dear **Sardar Param**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Bengaluru-RP Pride -Koramangala Office**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**SARDAR PARAMJOT SINGH**
Designation	**Associate Collection Manager-Vintage Recovery**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Bengaluru-RP Pride -Koramangala Office**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-RP Pride -Koramangala Office.** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
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- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	params785@gmail.com
---	---
Employee Name	**Employee Email**

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

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IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 26, 2021

Job Offer Title: Associate Collection Manager-Vintage Recovery

SWECHCHHA AGRAWAL

Dear **SWECHCHHA**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Andheri Technopolis (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**SWECHCHHA AGRAWAL**
Designation	**Associate Collection Manager-Vintage Recovery**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Mumbai-Andheri Technopolis (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Mumbai-Andheri Technopolis (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

Date

Employee IP Address

Employee Name

agrawalswechchha23@gmail.com

Employee Email

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

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Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

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IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 23, 2021

Job Offer Title: Associate Collection Manager-Vintage Recovery

TWINKLE BALABANTARAY

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Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**TWINKLE BALABANTARAY**
Designation	**Associate Collection Manager-Vintage Recovery**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Mumbai-Andheri Technopolis (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Mumbai-Andheri Technopolis (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	twinkle20.sp@gmail.com
---	---
Employee Name	**Employee Email**

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 26, 2021

Job Offer Title: Associate Collection Manager-Vintage Recovery

Pragati Nathani

Dear **Pragati**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Delhi-Rajendra Palace (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Pragati Nathani**
Designation	**Associate Collection Manager-Vintage Recovery**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Delhi-Rajendra Palace (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
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Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Delhi-Rajendra Palace (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	pragatinathani@gmail.com
---	---
Employee Name	**Employee Email**

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 23, 2021

Job Offer Title: Associate Collection Manager-2 Wheeler Loan

Aarushi Bhavik Thakore

Dear **Aarushi**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Pune-City Tower 9Th Floor (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Aarushi Bhavik Thakore**
Designation	**Associate Collection Manager-2 Wheeler Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Pune-City Tower 9Th Floor (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Pune-City Tower 9Th Floor (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

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Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

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You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

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The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

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All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	aarushi.thakore@gmail.com
---	---
Employee Name	**Employee Email**

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 23, 2021

Job Offer Title: Associate Collection Manager-Used Car Loan

Ambar Anant

Dear **Ambar**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Ranchi-Pacific Heights (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Ambar Anant**
Designation	**Associate Collection Manager-Used Car Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Ranchi-Pacific Heights (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Ranchi-Pacific Heights (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

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Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

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In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	ambaranant.100@gmail.com
---	---
Employee Name	**Employee Email**

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 26, 2021

Job Offer Title: Associate Collection Manager-Loan against Property

Anshul Jain

Dear **Anshul**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Jalandhar-Puda Complex (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Anshul Jain**
Designation	**Associate Collection Manager-Loan against Property**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Jalandhar-Puda Complex (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Jalandhar-Puda Complex (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

--- ---

Date

Employee Name

Employee IP Address

janshul96@gmail.com

Employee Email

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 26, 2021

Job Offer Title: Associate Collection Manager-Loan against Property

Saini Mandeepsingh Surjitsingh

Dear **Mandeep Singh**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Amritsar-Sumangalam (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Saini Mandeepsingh Surjitsingh**
Designation	**Associate Collection Manager-Loan against Property**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Amritsar-Sumangalam (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Amritsar-Sumangalam (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

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You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

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Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

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- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

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You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

26-Apr-21 114.31.188.130
--- ---

Date

Employee IP Address

Mandeep Singh Saini
---

sainimandeep0848@gmail.com

Employee Name

Employee Email

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 26, 2021

Job Offer Title: Associate Collection Manager-Used Car Loan

SIRAMREDDY LALINIKANTH

Dear **Lalinikanth**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Visakhapatnam-Dwaraka Plaza (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**SIRAMREDDY LALINIKANTH**
Designation	**Associate Collection Manager-Used Car Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Visakhapatnam-Dwaraka Plaza (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Visakhapatnam-Dwaraka Plaza (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

--- ---

Date

Employee Name

Employee IP Address

lalinikanthba@gmail.com

Employee Email

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 27, 2021

Job Offer Title: Associate Collection Manager-Used Car Loan

Stuti Kuchchal

Dear **Stuti**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Hyderabad-S B Towers (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Stuti Kuchchal**
Designation	**Associate Collection Manager-Used Car Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Hyderabad-S B Towers (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Hyderabad-S B Towers (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	stuti.kuchchal@gmail.com
---	---
Employee Name	**Employee Email**

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 26, 2021

Job Offer Title: Associate Manager-Collections (Call Center)

Shagun Singh

Dear **Shagun**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Hyderabad-S B Towers (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Shagun Singh**
Designation	**Associate Manager-Collections (Call Center)**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Hyderabad-S B Towers (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Hyderabad-S B Towers (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

--- ---

Date

Employee IP Address

shagunsingh1007@gmail.com

Employee Name

Employee Email

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Pre-Placement Talk

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 3:38 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the list of offered candidates for collections role.

Candidate Id	Candidate Name	LOC	PRODCUT
2780192	Nanduri Sai Kiran	GUNTUR	Personal Loan
2780567	SARDAR PARAMJOT SINGH	BANGALORE	Vintage Recovery
2781079	Swechchha Agrawal	MUMBAI	Vintage Recovery
2780711	Twinkle Balabantaray	MUMBAI	Vintage Recovery
2780655	Pragati Nathani	DELHI	Vintage Recovery
2780559	Aarushi Thakore	PUNE	Two Wheeler Loan
2780288	Ambar Anant	RANCHI	Used Car Loan
2780210	Anshul Jain	JALANDAR	Loan Against Property
2780322	Saini Mandeep Singh	AMRITSAR	Loan Against Property
2781317	Siramredy Lalinikanth	VIZAG	Used Car Loan
2780284	Stuti Kuchchal	HYDERABAD	Used Car Loan
2780391	Shagun Singh	HYDERABAD	CALL CENTRE
2780589	Aditi Soni	RAIPUR	Personal Loan

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 19 December, 2020 5:03 PM
To: msngoud@ibsindia.org; Alfred Mendes; Udesh Patidar; Aditya Sethi; Alok Mohapatra; Mohammed Abdullah; CN Kumar
Subject: Pre-Placement Talk
When: 21 December, 2020 9:30 AM-10:30 AM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

[Quoted text hidden]
[Quoted text hidden]

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: June 5, 2021

Job Offer Title: Associate Collection Manager-Personal Loan

Aditi Soni

Dear **Aditi**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - Collections** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **02/Aug/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Raipur-DB City (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Aditi Soni**
Designation	**Associate Collection Manager-Personal Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - Collections**
Location	**Raipur-DB City (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

1. Postings and Transfers

1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.

1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

2. Leave and Absence

2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.

2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.

2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.

2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

3. Total Fixed Pay

3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.

3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed

to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).

3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.

3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.

3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.

3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.

3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

4. Performance Bonus/Incentive Payments

4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.

4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.

4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.

4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

5. Malus / Clawback

5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc

5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

6. Statutory Payments / Deductions

6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.

7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

8. Tax

8.1 You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax/concerned authorities including other statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

9. Medical Fitness and Verification of Particulars

9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.

9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.

9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre – employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.

9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

10. Normal Retirement Age

10.1 You will automatically retire from the employment of the Bank, as the case may be, on attaining retirement age of 58 years or as decided by the Bank and unless concluded earlier or extended further as per the discretion of the Bank. By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

11. CONFIDENTIALITY:

11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.

11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.

11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.

11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").

11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:

a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.

b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;

c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:

   i. on the Bank's demand;

   ii. on termination or expiration of your employment contract with the Bank.

12. Other Media, Internet, Blogs, Social Media & External Persons

12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administrating your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of

the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing of three months. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation, to waive off the notice period and in such cases the Bank will not be liable to make any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,

i. the employee shall remain employed through the Notice Period (or portion thereof), OR

ii. payment in lieu of any unserved notice period will be recovered from the employee.

17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.

17.4 In case your last working day falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day (LWD), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

17.5 The Bank will not be bound to accept from you a notice of period longer than three months.

17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.

17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.

17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time.

17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.

17.10 Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or accepted notice period, the Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.

17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.

17.12 On separation, it is the responsibility of the employee to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that Full & Final settlement will be processed only post completion of all the exit clearances from relevant exit clearance stakeholders.

18. Termination of Employment Agreement:

18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice of three (3) months in writing or payment of Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of notice.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

19. Non Conflict of Interest and No External Employment

19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

20. Receipt of Payments and Benefits from Third Parties

20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

21. Code of Conduct and Expected Employee Conduct

21.1 You are bound by the Bank's Code of Conduct. The Bank may implement the disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.

21.2 You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions and the applicable guidelines, policies and regulations.

21.3 You are expected to be well groomed and formally dressed at work.

22. Staff Dealing Rules

22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

23. Intellectual Property Rights

23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.

23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design right to it.

23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

24. Information, Assets and Systems

24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such

other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

25. Other terms and conditions:

25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.

25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out to employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.

25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.

25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.

25.6 The present designation is subject to change depending upon work assignment from time to time.

25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

26. Indemnity

26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

27. Force Majeure

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

28. Foreclosure:

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

29. Warranty

29.1 You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

30. Governing Law

30.1 The interpretation and enforcement of this contract/document shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	aditisoni1230@gmail.com
---	---
Employee Name	**Employee Email**

IBS® ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Final Round- Sales

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 10:24 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the final shortlist for Sales Manager-2 Wheeler Loan.

Candidate Id	Candidate Name	Role	Location
2780751	Ruchir Jain	Sales Manager- 2 Wheeler Loan	Mumbai
2780866	Akhil Metla	Sales Manager- 2 Wheeler Loan	Hyderabad
2780073	Megha kadam	Sales Manager- 2 Wheeler Loan	Mumbai
2780372	Sagar Bhatia	Sales Manager- 2 Wheeler Loan	Lucknow

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 21 December, 2020 3:45 PM
To: Vivek Singh; msngoud@ibsindia.org; Alfred Mendes; Raja Chippalakatti (HirePro); manas.vyas9@gmail.com; tyagipiyush278@gmail.com; rjainuchir@gmail.com; priyadharshini25shan@gmail.com; madasu.mahesh97@gmail.com; akhilmetla95@gmail.com; satyasumanth6@gmail.com; saurabhmishra1298@gmail.com; gaurika.s.kadam95@gmail.com; sagarbhatia1008@gmail.com
Subject: Final Round- Sales
When: 21 December, 2020 6:00 PM-11:00 PM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 23, 2021

Job Offer Title: Sales Manager-2 Wheeler Loan

Ruchir Jain

Dear **Ruchir**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - 2 Wheeler** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Andheri Technopolis (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Ruchir Jain**
Designation	**Sales Manager-2 Wheeler Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - 2 Wheeler**
Location	**Mumbai-Andheri Technopolis (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Mumbai-Andheri Technopolis (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

--- ---

Date

Employee Name

Employee IP Address

rjainuchir@gmail.com

Employee Email

IBS® ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Final Round- Sales

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 10:24 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the final shortlist for Sales Manager-2 Wheeler Loan.

Candidate Id	Candidate Name	Role	Location
2780751	Ruchir Jain	Sales Manager- 2 Wheeler Loan	Mumbai
2780866	Akhil Metla	Sales Manager- 2 Wheeler Loan	Hyderabad
2780073	Megha kadam	Sales Manager- 2 Wheeler Loan	Mumbai
2780372	Sagar Bhatia	Sales Manager- 2 Wheeler Loan	Lucknow

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 21 December, 2020 3:45 PM
To: Vivek Singh; msngoud@ibsindia.org; Alfred Mendes; Raja Chippalakatti (HirePro); manas.vyas9@gmail.com; tyagipiyush278@gmail.com; rjainuchir@gmail.com; priyadharshini25shan@gmail.com; madasu.mahesh97@gmail.com; akhilmetla95@gmail.com; satyasumanth6@gmail.com; saurabhmishra1298@gmail.com; gaurika.s.kadam95@gmail.com; sagarbhatia1008@gmail.com
Subject: Final Round- Sales
When: 21 December, 2020 6:00 PM-11:00 PM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 19, 2021

Job Offer Title: Sales Manager-2 Wheeler Loan

METLA AKHIL

Dear **AKHIL**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - 2 Wheeler** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Hyderabad-S B Towers (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**METLA AKHIL**
Designation	**Sales Manager-2 Wheeler Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - 2 Wheeler**
Location	**Hyderabad-S B Towers (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Hyderabad-S B Towers (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
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- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
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GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

44 4564 4022
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

---	---
Date	**Employee IP Address**
	akhilmetla95@gmail.com
---	---
Employee Name	**Employee Email**

IBS® ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Final Round- Sales

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 10:24 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the final shortlist for Sales Manager-2 Wheeler Loan.

Candidate Id	Candidate Name	Role	Location
2780751	Ruchir Jain	Sales Manager- 2 Wheeler Loan	Mumbai
2780866	Akhil Metla	Sales Manager- 2 Wheeler Loan	Hyderabad
2780073	Megha kadam	Sales Manager- 2 Wheeler Loan	Mumbai
2780372	Sagar Bhatia	Sales Manager- 2 Wheeler Loan	Lucknow

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 21 December, 2020 3:45 PM
To: Vivek Singh; msngoud@ibsindia.org; Alfred Mendes; Raja Chippalakatti (HirePro); manas.vyas9@gmail.com; tyagipiyush278@gmail.com; rjainuchir@gmail.com; priyadharshini25shan@gmail.com; madasu.mahesh97@gmail.com; akhilmetla95@gmail.com; satyasumanth6@gmail.com; saurabhmishra1298@gmail.com; gaurika.s.kadam95@gmail.com; sagarbhatia1008@gmail.com
Subject: Final Round- Sales
When: 21 December, 2020 6:00 PM-11:00 PM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 19, 2021

Job Offer Title: Sales Manager-2 Wheeler Loan

Megha Kadam

Dear **MEGHA**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - 2 Wheeler** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Andheri Technopolis (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.

    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Megha Kadam**
Designation	**Sales Manager-2 Wheeler Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - 2 Wheeler**
Location	**Mumbai-Andheri Technopolis (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
Basic	11,667	1,40,000
Flexible Benefit Plan	44,867	5,38,400
Annual Guaranteed Cash	**56,533**	**6,78,400**
Employer's PF	1,800	21,600
Total Fixed Pay - A	**58,333**	**7,00,000**

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash	56,533
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	**54,533**

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Mumbai-Andheri Technopolis (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

--- ---

Date

Employee IP Address

gaurika.s.kadam95@gmail.com

Employee Name

Employee Email

IBS® ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Final Round- Sales

Kishor Purohit <kishor.purohit@idfcfirstbank.com> Mon, Dec 21, 2020 at 10:24 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>
Cc: Alfred Mendes <alfred.mendes@idfcfirstbank.com>, "Raja Chippalakatti (HirePro)" <raja.chippalakatti@hirepro.in>

Dear Mr. Goud,

Please find below the final shortlist for Sales Manager-2 Wheeler Loan.

Candidate Id	Candidate Name	Role	Location
2780751	Ruchir Jain	Sales Manager- 2 Wheeler Loan	Mumbai
2780866	Akhil Metla	Sales Manager- 2 Wheeler Loan	Hyderabad
2780073	Megha kadam	Sales Manager- 2 Wheeler Loan	Mumbai
2780372	Sagar Bhatia	Sales Manager- 2 Wheeler Loan	Lucknow

Kishor Purohit | Human Resources

O: +91- 22 - 4042 3506
One Indiabulls Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (W) Mumbai: 400013. *(map)*

-----Original Appointment-----
From: Kishor Purohit
Sent: 21 December, 2020 3:45 PM
To: Vivek Singh; msngoud@ibsindia.org; Alfred Mendes; Raja Chippalakatti (HirePro); manas.vyas9@gmail.com; tyagipiyush278@gmail.com; rjainuchir@gmail.com; priyadharshini25shan@gmail.com; madasu.mahesh97@gmail.com; akhilmetla95@gmail.com; satyasumanth6@gmail.com; saurabhmishra1298@gmail.com; gaurika.s.kadam95@gmail.com; sagarbhatia1008@gmail.com
Subject: Final Round- Sales
When: 21 December, 2020 6:00 PM-11:00 PM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi.
Where: Microsoft Teams Meeting

IDFC FIRST Bank

ALWAYS YOU FIRST

Date: April 19, 2021

Job Offer Title: Sales Manager-2 Wheeler Loan

Sagar Bhatia

Dear **Sagar**,

We are pleased to make an offer to you as "**Management Trainee-2**" within **Retail Banking - 2 Wheeler** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **07/Jun/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,00,000/-** (**Rs. Seven Lakh only**) per annum. Details maybe referred in Annexure A. The position is currently based at **Lucknow-Pandit House (Asset Outlet)**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.
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    i. Certificates in support of your highest educational and/or professional qualifications,
    ii. Proof of date of birth,
    iii. Certificates in support of your previous employments,
    iv. Your recent passport size photograph,
    v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"

COMPENSATION DETAILS

Employee Name	**Sagar Bhatia**
Designation	**Sales Manager-2 Wheeler Loan**
Grade	**Management Trainee-2**
Business Unit	**Retail Banking - 2 Wheeler**
Location	**Lucknow-Pandit House (Asset Outlet)**

Components	**Per month (in Rs.)**	**Per Annum (in Rs.)**
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Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000/-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

INDICATIVE TARGET BONUS:

- Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,05,000/- (Rs. One Lakh Five Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Lucknow-Pandit House (Asset Outlet).** However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances,

relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank , including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period)** in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retirals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the

case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..

- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.
You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in

observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and

those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or

officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly The Bank will include these details as a part of your employment information/records as deemed confirmed by you

with respect to accuracy and update of the information.

- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

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Date

Employee Name

Employee IP Address

sagarbhatia1008@gmail.com

Employee Email

Barclays Global Service Centre Private Limited
DLF IT Park, Level 8, Building 9A and B
Nandambakkam Post, Ramapuram,
Mount Poonamallee Road, Manapakkam, Chennai
Tamil Nadu
600089
India

Phone: +91 2261752000

20 April 2021

Ramakanta Patnaik
MIG−2 7/32 B.D.A Colony
Chandrasekharpur Bhubaneswar Urban
Bhubaneswar
751016

Dear Ramakanta,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter"**).

The Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and the Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together form your contract of employment (**"Employment Letter"**).

Name

Ramakanta Patnaik

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Analyst, BA4 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

10 May 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in DLF IT Park, Level 8, Building 9A and B, 1/124, Shivaji Gardens, Moonlight Stop, Nandambakkam Post, Ramapuram, Mount Poonamallee Road,Manapakkam, Chennai, Tamil Nadu 600089, India.

Working Hours

Your hours of work will be an average of 48 per week, but this may vary according to your shift. Barclays Global Service Centre Private Limited is operational 24 hours a day, 365 days a year, so your working days and hours may involve day and night shifts, and working weekends and public holidays, as permitted under applicable law.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

Your employment is subject to a probationary period of 6 months, or such additional period as the Company may in its discretion consider necessary.

Salary

Components	**In INR Per Annum**
Basic salary	337,322.00
House Rent Allowance	168,661.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	337,321.00
Annual Salary	843,304.00
Provident Fund (Employer's Contribution)	40,479.00
Gratuity (per Company policy)	16,217.00
Total Fixed Pay	900,000.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 28th (or the prior working day if the 28th is not a working day) of each month.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you agree to pay to the Company (or alternatively Company may set−off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

Your annual leave entitlement is 36 days per year which includes 12 days privileged leave, 12 days casual leave and 12 days sick leave.

Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You agree to provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You agree that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e−mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post− Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre−employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India
20 April 2021

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____ Date: _____

Taleo Number: 90282128
Contract Type: India− BGSC BA4 Contract

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment agreement with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre−employment and ongoing conditions

2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre−employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:

(a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;

(b) completion of credit checks to the satisfaction of the Company;

(c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;

(d) if requested by the Company, a medical examination by the Company's medical advisers;

(e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and

(f) the Company receiving a signed copy of the Terms from you.

2.3 Whilst every effort will be made to complete all the checks and processes in the pre−employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre−employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.

2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.

2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e−mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

(a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;

(b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;

(c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;

(e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;

(f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;

(g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and

(h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or

(b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Agreement and the exercise of that right to terminate is not limited or fettered by any contractual term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management,
then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You agree that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further agree and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Agreement.

7. Statutory and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.

7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment of have any contractual or other legal effect).

7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.

7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.

8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

9.1 For the purposes of this paragraph:

"**Intellectual Property Rights**" means (i) copyright and related rights, patents, know−how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"**Invention**" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"**Works**" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You agree to provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

9.3 You agree that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You agree that such assignment shall be perpetual, worldwide and royalty free. You also agree that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.

9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.

9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

(a) commercially sensitive information or trade secrets;

(b) corporate and marketing strategy, business development plans, sales reports and research results;

(c) business methods and processes, technical information and know−how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

(d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You agree to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You agree to be bound by and comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this loyment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre−approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby agree to co−operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or

ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or

iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Agreement (or otherwise fail or refuse to carry out the duties assigned to you); or

iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or

v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or

vi. materially breach the rules of the Regulator; or

vii. breach any Barclays Group rules on anti−bribery or anti−corruption;

viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile

ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set−off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;

(c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

(d) take any holiday which you have accrued.

20.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

(b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You agree with the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or

other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties agree that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is agreed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6

If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on−going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti−competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti−bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

− Any applicable Employee Handbook
− Anti Bribery and Corruption
− Regulator's Business Principles
− Disclosure obligations
− Data protection, confidential information and Chinese walls
− Equality and Diversity
− Managing people, including on various types of leave and our disciplinary and grievance policies
− Bullying, Harassment and Discrimination policy
− Prevention of Sexual Harassment at the Workplace
− Dress at Work
− Electronic and other forms of communication
− Personal account and share dealing
− Conflicts of interest and outside business interests and affiliations

- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

(a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays

(b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;

(c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or

(d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re−enactment or extension of that legislation.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Ramakanta Patnaik
Offer electronically accepted on: 21 Apr 2021, 16:18 GMT+05:30

Barclays Global Service Centre Private Limited
DLF IT Park, Level 8, Building 9A and B
Nandambakkam Post, Ramapuram,
Mount Poonamallee Road, Manapakkam, Chennai
Tamil Nadu
600089
India

Phone: +91 2261752000

9 April 2021

Nazma Permin
Plot No.−2007/A, Canal Colony
Chintamaniswar Budheswari Colony
Bhubaneswar Urban
751006

Dear Nazma,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter"**).

The Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and the Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together form your contract of employment (**"Employment Letter"**).

Name

Nazma Permin

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Analyst − Treasury Finance, BA4 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

26 April 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in DLF IT Park, Level 8, Building 9A and B, 1/124, Shivaji Gardens, Moonlight Stop, Nandambakkam Post, Ramapuram, Mount Poonamallee Road,Manapakkam, Chennai, Tamil Nadu 600089, India.

Working Hours

Your hours of work will be an average of 48 per week, but this may vary according to your shift. Barclays Global Service Centre Private Limited is operational 24 hours a day, 365 days a year, so your working days and hours may involve day and night shifts, and working weekends and public holidays, as permitted under applicable law.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

Your employment is subject to a probationary period of 6 months, or such additional period as the Company may in its discretion consider necessary.

Salary

Components	**In INR Per Annum**
Basic salary	337,322.00
House Rent Allowance	168,661.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	337,321.00
Annual Salary	843,304.00
Provident Fund (Employer's Contribution)	40,479.00
Gratuity (per Company policy)	16,217.00
Total Fixed Pay	900,000.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 28th (or the prior working day if the 28th is not a working day) of each month.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you agree to pay to the Company (or alternatively Company may set−off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

Your annual leave entitlement is 36 days per year which includes 12 days privileged leave, 12 days casual leave and 12 days sick leave.

Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You agree to provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You agree that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e−mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post− Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre−employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India
9 April 2021

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____ Date: _____

Taleo Number: 90282222
Contract Type: India− BGSC BA4 Contract

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment agreement with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre−employment and ongoing conditions

2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre−employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:

(a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;

(b) completion of credit checks to the satisfaction of the Company;

(c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;

(d) if requested by the Company, a medical examination by the Company's medical advisers;

(e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and

(f) the Company receiving a signed copy of the Terms from you.

2.3 Whilst every effort will be made to complete all the checks and processes in the pre−employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre−employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.

2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.

2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e−mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

(a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;

(b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;

(c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;

(e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;

(f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;

(g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and

(h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or

(b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Agreement and the exercise of that right to terminate is not limited or fettered by any contractual term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management,
then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You agree that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further agree and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Agreement.

7. Statutory and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.

7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment of have any contractual or other legal effect).

7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.

7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.

8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

9.1 For the purposes of this paragraph:

"**Intellectual Property Rights**" means (i) copyright and related rights, patents, know−how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"**Invention**" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"**Works**" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You agree to provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

9.3 You agree that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You agree that such assignment shall be perpetual, worldwide and royalty free. You also agree that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.

9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.

9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

(a) commercially sensitive information or trade secrets;

(b) corporate and marketing strategy, business development plans, sales reports and research results;

(c) business methods and processes, technical information and know−how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

(d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You agree to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You agree to be bound by and comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this loyment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre−approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby agree to co−operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or

ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or

iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Agreement (or otherwise fail or refuse to carry out the duties assigned to you); or

iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or

v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or

vi. materially breach the rules of the Regulator; or

vii. breach any Barclays Group rules on anti−bribery or anti−corruption;

viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile

ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set−off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;

(c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

(d) take any holiday which you have accrued.

20.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

(b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You agree with the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or

other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties agree that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is agreed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6

If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on−going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti−competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti−bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

− Any applicable Employee Handbook
− Anti Bribery and Corruption
− Regulator's Business Principles
− Disclosure obligations
− Data protection, confidential information and Chinese walls
− Equality and Diversity
− Managing people, including on various types of leave and our disciplinary and grievance policies
− Bullying, Harassment and Discrimination policy
− Prevention of Sexual Harassment at the Workplace
− Dress at Work
− Electronic and other forms of communication
− Personal account and share dealing
− Conflicts of interest and outside business interests and affiliations

- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

(a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays

(b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;

(c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or

(d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re−enactment or extension of that legislation.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Nazma Permin
Offer electronically accepted on: 10 Apr 2021, 00:14 GMT+05:30

Barclays Global Service Centre Private Limited
DLF IT Park, Level 8, Building 9A and B
Nandambakkam Post, Ramapuram,
Mount Poonamallee Road, Manapakkam, Chennai
Tamil Nadu
600089
India

Phone: +91 2261752000

19 April 2021

Roshan Kersi Gandhi
7−B Parsi Colony
Pipe Line Road
P.O. Bistupur
Jamshedpur
831001

Dear Roshan,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter"**).

The Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and the Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together form your contract of employment (**"Employment Letter"**).

Name

Roshan Kersi Gandhi

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Analyst − Treasury Finance, BA4 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

10 May 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in DLF IT Park, Level 8, Building 9A and B, 1/124, Shivaji Gardens, Moonlight Stop, Nandambakkam Post, Ramapuram, Mount Poonamallee Road, Manapakkam, Chennai, Tamil Nadu 600089, India.

Working Hours

Your hours of work will be an average of 48 per week, but this may vary according to your shift. Barclays Global Service Centre Private Limited is operational 24 hours a day, 365 days a year, so your working days and hours may involve day and night shifts, and working weekends and public holidays, as permitted under applicable law.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

Your employment is subject to a probationary period of 6 months, or such additional period as the Company may in its discretion consider necessary.

Salary

Components	**In INR Per Annum**
Basic salary	337,322.00
House Rent Allowance	168,661.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	337,321.00
Annual Salary	843,304.00
Provident Fund (Employer's Contribution)	40,479.00
Gratuity (per Company policy)	16,217.00
Total Fixed Pay	900,000.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 28th (or the prior working day if the 28th is not a working day) of each month.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you agree to pay to the Company (or alternatively Company may set−off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

Your annual leave entitlement is 36 days per year which includes 12 days privileged leave, 12 days casual leave and 12 days sick leave.

Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You agree to provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You agree that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e−mail, internet (including chats and blogs), telephones and

mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post− Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre−employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India
19 April 2021

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____ Date: _____

Taleo Number: 90282315
Contract Type: India− BGSC BA4 Contract

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment agreement with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre−employment and ongoing conditions

2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre−employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:

(a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;

(b) completion of credit checks to the satisfaction of the Company;

(c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;

(d) if requested by the Company, a medical examination by the Company's medical advisers;

(e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and

(f) the Company receiving a signed copy of the Terms from you.

2.3 Whilst every effort will be made to complete all the checks and processes in the pre−employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre−employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.

2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.

2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e−mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

(a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;

(b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;

(c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;

(e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;

(f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;

(g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and

(h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or

(b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Agreement and the exercise of that right to terminate is not limited or fettered by any contractual term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management,
then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You agree that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further agree and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Agreement.

7. Statutory and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.

7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment of have any contractual or other legal effect).

7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.

7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.

8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

9.1 For the purposes of this paragraph:

"**Intellectual Property Rights**" means (i) copyright and related rights, patents, know−how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"**Invention**" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"**Works**" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You agree to provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

9.3 You agree that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You agree that such assignment shall be perpetual, worldwide and royalty free. You also agree that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.

9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.

9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

(a) commercially sensitive information or trade secrets;

(b) corporate and marketing strategy, business development plans, sales reports and research results;

(c) business methods and processes, technical information and know−how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

(d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You agree to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You agree to be bound by and comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this loyment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre−approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby agree to co−operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or

ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or

iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Agreement (or otherwise fail or refuse to carry out the duties assigned to you); or

iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or

v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or

vi. materially breach the rules of the Regulator; or

vii. breach any Barclays Group rules on anti−bribery or anti−corruption;

viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile

ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set−off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;

(c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

(d) take any holiday which you have accrued.

20.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

(b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You agree with the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or

other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties agree that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is agreed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6

If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on−going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti−competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti−bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

− Any applicable Employee Handbook
− Anti Bribery and Corruption
− Regulator's Business Principles
− Disclosure obligations
− Data protection, confidential information and Chinese walls
− Equality and Diversity
− Managing people, including on various types of leave and our disciplinary and grievance policies
− Bullying, Harassment and Discrimination policy
− Prevention of Sexual Harassment at the Workplace
− Dress at Work
− Electronic and other forms of communication
− Personal account and share dealing
− Conflicts of interest and outside business interests and affiliations

- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

(a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays

(b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;

(c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or

(d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re−enactment or extension of that legislation.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Roshan Gandhi
Offer electronically accepted on: 19 Apr 2021, 21:42 GMT+05:30

Barclays Global Service Centre Private Limited
DLF IT Park, Level 8, Building 9A and B
Nandambakkam Post, Ramapuram,
Mount Poonamallee Road, Manapakkam, Chennai
Tamil Nadu
600089
India

Phone: +91 2261752000

15 April 2021

Anushree Taparia
417, Cross Road Mall, A−5, Central Spine
Vidhyadahar Nagar
Jaipur
302023

Dear Anushree,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter"**).

The Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and the Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together form your contract of employment (**"Employment Letter"**).

Name

Anushree Taparia

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Analyst − IB Internal Reporting Markets, BA4 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

26 April 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in DLF IT Park, Level 8, Building 9A and B, 1/124, Shivaji Gardens, Moonlight Stop, Nandambakkam Post, Ramapuram, Mount Poonamallee Road,Manapakkam, Chennai, Tamil Nadu 600089, India.

Working Hours

Your hours of work will be an average of 48 per week, but this may vary according to your shift. Barclays Global Service Centre Private Limited is operational 24 hours a day, 365 days a year, so your working days and hours may involve day and night shifts, and working weekends and public holidays, as permitted under applicable law.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

Your employment is subject to a probationary period of 6 months, or such additional period as the Company may in its discretion consider necessary.

Salary

Components	**In INR Per Annum**
Basic salary	337,322.00
House Rent Allowance	168,661.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	337,321.00
Annual Salary	843,304.00
Provident Fund (Employer's Contribution)	40,479.00
Gratuity (per Company policy)	16,217.00
Total Fixed Pay	900,000.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 28th (or the prior working day if the 28th is not a working day) of each month.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you agree to pay to the Company (or alternatively Company may set−off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

Your annual leave entitlement is 36 days per year which includes 12 days privileged leave, 12 days casual leave and 12 days sick leave.

Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You agree to provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You agree that the Company and/or any Barclays Group company may monitor and/or record your

use of office equipment, for example, e−mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post− Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre−employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Director HR Operations − GSC India
15 April 2021

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____ Date: _____

Taleo Number: 90277006
Contract Type: India− BGSC BA4 Contract

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment agreement with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre−employment and ongoing conditions

2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre−employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:

(a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;

(b) completion of credit checks to the satisfaction of the Company;

(c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;

(d) if requested by the Company, a medical examination by the Company's medical advisers;

(e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and

(f) the Company receiving a signed copy of the Terms from you.

2.3 Whilst every effort will be made to complete all the checks and processes in the pre−employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre−employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.

2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.

2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e−mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

(a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;

(b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;

(c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;

(e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;

(f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;

(g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and

(h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or

(b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Agreement and the exercise of that right to terminate is not limited or fettered by any contractual term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management,
then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You agree that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further agree and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Agreement.

7. Statutory and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.

7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment of have any contractual or other legal effect).

7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.

7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.

8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

9.1 For the purposes of this paragraph:

"**Intellectual Property Rights**" means (i) copyright and related rights, patents, know−how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"**Invention**" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"**Works**" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You agree to provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

9.3 You agree that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You agree that such assignment shall be perpetual, worldwide and royalty free. You also agree that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.

9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.

9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

(a) commercially sensitive information or trade secrets;

(b) corporate and marketing strategy, business development plans, sales reports and research results;

(c) business methods and processes, technical information and know−how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

(d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You agree to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You agree to be bound by and comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this loyment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre−approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby agree to co−operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or

ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or

iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Agreement (or otherwise fail or refuse to carry out the duties assigned to you); or

iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or

v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or

vi. materially breach the rules of the Regulator; or

vii. breach any Barclays Group rules on anti−bribery or anti−corruption;

viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile

ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set−off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;

(c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

(d) take any holiday which you have accrued.

20.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

(b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You agree with the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or

other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties agree that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is agreed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6

If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on−going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti−competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti−bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

− Any applicable Employee Handbook
− Anti Bribery and Corruption
− Regulator's Business Principles
− Disclosure obligations
− Data protection, confidential information and Chinese walls
− Equality and Diversity
− Managing people, including on various types of leave and our disciplinary and grievance policies
− Bullying, Harassment and Discrimination policy
− Prevention of Sexual Harassment at the Workplace
− Dress at Work
− Electronic and other forms of communication
− Personal account and share dealing
− Conflicts of interest and outside business interests and affiliations

- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

(a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays

(b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;

(c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or

(d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re−enactment or extension of that legislation.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Anushree Taparia
Offer electronically accepted on: 15 Apr 2021, 20:22 GMT+05:30

DocuSign Envelope ID: A4711B09-10BD-4D0B-BE64-A4AA8192DBBF

ZYCUS
AI POWERED GLOBAL SOURCE-TO-PAY SOFTWARE SOLUTIONS

Name: Mihir Bhishikar

Mobile No.: 8459389040

Email ID: mihirbhishikar95@gmail.com

College / University: ICFAI Business School, Hyderabad

Degree / Branch: MBA

Dear Mihir,

It was great interacting with you during the campus interview process. We are pleased to let you know that you have cleared our selection process, accordingly we intend to offer you to be a part of the Zycus family.

Your intended designation would be **Business Development Associate** at Grade **4a** and we intend to offer you an annual compensation of **INR 700,000**.

Please note that this is not a formal offer letter. We will issue a formal offer letter to you on the date of your joining, and post successful completion of your final semester degree/diploma examination if any.

Further at the time of joining Zycus, you shall be required to complete the joining formalities, which includes acceptance of employment terms and conditions and other agreements.

For Zycus Infotech Pvt. Ltd

Authorized Signatory

DocuSigned by:
Sanju Laitonjam
4C98CC9C9C0A414...

Sanju Laitonjam
Director – Talent Acquisition

Authorized Signatory

DocuSigned by:
A88A7300947B45A...

Yohan Godrej
Senior Executive – Recruitment Operations

I hereby accept the Letter of Intent and the terms and conditions provided in this letter.

DocuSigned by:
Mihir Bhishikar
A4247DEE214B4F0...

Name: Mihir Bhishikar

Date: 1/5/2021

kolli supraja
8−125/a−1, chaitanya a/c campus road, Rythupeta, Nandigama, krishna district

Nandigama 521185

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

January 5, 2021

Dear Kolli Supraja

Congratulations! We are pleased to offer you the position of Compliance Trainee for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective March 1, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation), Annexure B (Additional Terms and Conditions of Employment), Annexure C (Sensitive Personal Data or Information Collection Statement), Annexure D (Notice) and Annexure E attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval, please evidence your acceptance of such by signing where indicated below. The terms of this offer letter, Annexure A, Annexure B, Annexure C, Annexure D, and Annexure E are collectively referred to as "Employment Agreement".

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Relocation Expenses:

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than 150 Kms away from Invesco Office Location. This is a onetime payment at the time of hiring and you must provide Invesco with documentation acceptable to Invesco documenting the relocation expense. Relocation allowance must be repaid to Invesco within 30 days should your employment with Invesco be terminated for any reason, save for death, permanent disability or involuntary reduction in force within twelve months from your actual start date with Invesco. Such repayment may be made by Invesco deducting relocation amounts from your final paycheck. Below are the details on relocation:

Level / Title	**Eligible Amount**
Trainee	INR 2,50,000

Note: You can utilize the allocated relocation budget against any of below Service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit dully filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
kolli supraja, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Gayathri Santhoshi (at Santhosha.Gayithri@invesco.com) by January 8, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by January 8, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
kolli supraja

Start Date: _____

kolli supraja
8−125/a−1, chaitanya a/c campus road, Rythupeta, Nandigama, krishna district

Nandigama 521185

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

January 5, 2021
Name: kolli supraja
Job Title: Compliance Trainee

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

kolli supraja
8−125/a−1, chaitanya a/c campus road, Rythupeta, Nandigama, krishna district

Nandigama 521185

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Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

1.7 You represent to IIPL that you:

(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
(b) are mentally and physically fit to perform the duties outlined in paragraph 1.2;
(c) are not using any illicit drugs;
(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
− All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
− All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced, it shall continue until terminated as hereinafter provided in Part 12, provided however that Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 All transfers and promotions will be considered on an individual basis and in line with IIPL's policy.

3.2 IIPL may, at its discretion, transfer you to any business location of IIPL or its affiliates in accordance with the Employee Guide.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

kolli supraja

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

kolli supraja

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
kolli supraja

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
kolli supraja

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

ATSI Offer Letter - RB

Singh, Jagshish <Jagshish.Singh@rb.com> Thu, Dec 31, 2020 at 9:41 PM
To: "nishant.goyal@gmail.com" <nishant.goyal@gmail.com>
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Nishant,

Congratulations and Welcome to RB!!

Further to your interview and the interactions we had on 29th December 2020, we are pleased to offer you the position of **Associate Territory Sales In charge**. Your Date of Joining will be communicated to you by Mar'21.

Below are the details with the annual compensation structure for your reference.

Component	Per Annum
Basic Salary (A)	192,000
Allowance (B)-payable pro- rata in monthly instalments	
Consolidated Allowance	105,360
Housing Allowance	102,000
Performance Bonus At Target(C) ***Applicable Post Confirmation as TSI**	176,000
Retirement Benefits (D)	
Retirement Benefit Contributions (PF+ Gratuity)	32,640
Total Potential Cost to Company [A+B+C+D]	**6,08,000**
[PF:12%+Gratuity: 5%]	

Additionally, employees are covered with Medical Insurance, Accidental Insurance and Medical Domiciliary Expenses as per policy.

We look forward to your acceptance on the same to proceed further.

Kindly feel free to reach out to me for quires, if any.

Warm Regards,

Jagshish Singh

Region HR- South- Hygiene

Reckitt Benckiser

+91 7899271833

[v1b2c3d4e5f6]

NOTICE
P **Please Consider the Environment before printing this Email**

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Solutions

DSS Sustainable Solutions India Pvt. Ltd.
A – Wing , 4th Floor,4094,Kanakia Wall Street,
Chakala, Andheri Kurla Road,
Andheri (East),Mumbai – 400093,
Maharashtra, India.
Tel: +91 22 6281-6284
CIN : U74999MH2019FTC326839
PAN : AAHCD2959F

OFFER LETTER

7 January 2021

To,
P V Chandra Sekhar
C148, AG Colony,
Yousufguda,
Hyderabad. 500045

Dear Chandra Sekhar,

We are pleased to offer you the position of **Associate Analyst** in DSS Sustainable Solutions India Private Limited (the "**Company**") based in India on the following terms and conditions.

TERMS OF EMPLOYMENT

1. COMMENCEMENT OF EMPLOYMENT

Your employment with the Company is effective from **March 1st 2021**

2. LOCATION

The Company may transfer or assign or second you to any place of business of the Company or its Group Company that may presently be operating, or which may be acquired or established, in any part of India or abroad.

3. REMUNERATION

a) Salary

Your remuneration details are enclosed in Annexure 1.

The remuneration shall be paid to you on a monthly basis subject to tax and other statutory/legal deductions, as applicable per prevalent laws and regulations.

b) Other Benefits

The details of benefits that Company extends to its employees are as per the existing Company policy (ies) as may be revised and in force from time to time.

4. RETIREMENT AGE

The retirement age is 60 years.

5. NATURE OF DUTIES

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the Company may call upon you to perform, from time to time.

6. COMPANY PROPERTY

You will always maintain in good condition, the Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

7. BORROWING AND ACCEPTING GIFTS

You will not borrow or accept any money, gifts, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

8. PROTECTION OF INTELLECTUAL PROPERTY

If you make or conceive any improvements and/or inventions during the period of your employment (whether alone or with any other person or persons, and whether patentable or not) relating in any way to the activities or business of the company (whether or not such improvements and/or inventions are conceived by you in the course of your normal duties during your employment with the Company), you must disclose it to the Company immediately. At the Company's request, you shall execute any and all applications, assignments and instruments and render all such assistance as the Company may require in order for the company to apply for and obtain, in its own name, intellectual property protection (including without limitation trade mark, service mark or design registration and/or letters patent) in South Asia and/or other countries covering the said

improvements or inventions and in order to assign and convey to the Company absolutely the sole and exclusive right, title and interest in such improvements and/or inventions. Your obligations hereunder shall continue beyond the termination of your employment, with respect to improvements or inventions conceived or made by you during the period of your employment, and for the avoidance of doubt, shall be binding upon your heirs and legal representatives.

9. CONFIDENTIALITY AND NON-DISCLOSURE

9.1 The term "Confidential Information" means and includes, without limitation:

(a) any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, intellectual property, designs, developmental or experimental work, ideas, innovations, computer programs, computer artwork, databases, other original works or authorship, client/customer lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of the Company or any of the Company's clients, consultants or licensees, which may or may not be registered under any of the laws pertaining to protection of intellectual property rights in the country;

(b) all information relating to the clients of the Company or any of its associate companies or anywhere else in the world, which information you would not have been able to obtain otherwise than by virtue of your employment with the Company; and personnel data information and materials developed, collected or used by the personnel of the Company, information related to deals or proposed deals to be entered into by the Company, information disclosed by third parties with which the Company may have a business relationship, business practices and all other proprietary information, methods and property of the Company, whether in tangible and/or intangible form.

9.2 You recognize, acknowledge and accept that during the course of your employment with the Company, you would be exposed to and have access to a substantial amount of Confidential Information pertaining to Company's business, the business of its subsidiary(ies), affiliate(s), associate(s), group companies, as the case may be, and/or of the clients.

9.3 You shall not, either during the course of your employment hereunder or thereafter except in the proper course of your duties, divulge to any person whomsoever and shall use your best endeavours to prevent the unauthorised use,

dissemination, publication or disclosure of any Confidential Information. You shall not, either during or after your employment with the Company use the Confidential Information for your own benefit, or for the benefit of a third party, and will not permit such use, except with the prior, express written consent of the Company.

9.4 The absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

9.5 Notwithstanding the provisions of this Clause, Confidential Information does not include information that:

(a) Prior to disclosure by the Company was in the public domain;

(b) Subsequent to disclosure enters the public domain,

(c) Subject to Clause 11.6 herein below, is legally required to be disclosed by you under law, court order, legal or regulatory request, or similar process.

9.6 If you are directed by court order or other legal / regulatory request or similar process to disclose information recorded in any documents or any of the Confidential Information, you shall immediately notify the Company in writing, in sufficient detail immediately upon the receipt of such court order, legal or regulatory request or similar process, in order for the Company to make an application for an appropriate protection order. Such notice shall be accompanied by a copy of the court order, legal or regulatory request for similar process.

9.7 You understand and agree that the Company is providing Confidential Information to you in pursuance of your unconditional agreement contained in Clause 9.3 above.

9.8 At any time, upon request by the Company, you shall, within five (5) business days of receipt of notice to that effect and after the termination or expiry of your employment, immediately return all Confidential Information furnished to you and any copies or extracts thereof to the Company. The Company may also identify and require you to destroy any such notes or analysis, which are derived from or contain any Confidential Information.

9.9 Disclosure of Confidential Information pursuant to this Clause shall, in no case, be construed as granting to you, expressly or implicitly any license, proprietary title or interest whatsoever with respect to the Confidential Information prior, during or subsequent to your employment.

9.10 No provision of this Clause shall be construed as obliging the Company to disclose Confidential Information to you or to enter into any contractual obligation with you in the future.

9.11 The Company shall bear no liability, either to any third party or you, arising out of or relating to the use of the Confidential Information by you for the purpose other than what it has been imparted in the first instance by the Company.

9.12 You shall execute non-disclosure letters or confidentiality undertaking/ agreements (in the form acceptable to the Company) with the clients of the Company if required, subject to the prior written approval of the Company.

10. PERSONAL DATA PROTECTION

By signing these Terms and Conditions of Employment you agree to the Company for collection, saving, use, transfer and disclosure of your personal information to the external service providers and group Companies in India and or outside India. This will be done for the purposes of the administration and management of employees' related services and for compliance with applicable company policies, procedures, laws and regulations.

11. CONFLICTS OF INTEREST

During your employment with the Company you must not, except with the prior written permission of the Company belong to or have any financial interest in any business or organization which gives rise or may give rise to a conflict of interest. You must notify the Company as soon as possible if you become aware that such a conflict exists or may exist or if there is any appearance of any conflict interest arising.

12. NON-COMPETE

You shall not, during the Term of your employment and for a period of one (1) year thereafter, for any reason whatsoever, carry on or be interested/ concerned in or engage in, directly or indirectly, whether as an employee, individual, shareholder, partner, joint venture partner, collaborator, consultant, advisor, contractor, director, committee member, officer, agent, trustee or in any other manner whatsoever, whether for profit or otherwise, by yourself or through any other entities, in any other business which competes with the whole or any part of the business being carried on now or in the future by the Company.

13. TERMINATION OF EMPLOYMENT

Your employment with the Company may be terminated by either you or the Company by providing 60 (sixty days) prior written notice or by payment of salary in lieu of the notice period, or part thereof.

The Company also reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of this Contract or act or omit, committing violation of the rules and regulations of your employment and of the Company.

On the termination of the employment, you must return to the Company, or its authorized representative, any Company property which may be in your possession or under your control. This includes but is not limited to, all documents in whatever form, electronic or otherwise, (including tapes and computer discs) received or made by you relating to the business of the Company (without taking copies or extracts), Company car, passes, computer, fax or keys.

14. ENTIRE AGREEMENT

The terms of this letter of Appointment shall be treated as the binding contract between you and the Company.

Your joining will be contingent on your accepting additional terms specified in the Company's Employee Handbook. Besides that, you will be bound by policies, rules and regulations enforced by the management, from time to time in relation to conduct, discipline, leave, holidays or any matter relating to service conditions which will be deemed as rules, regulations and orders as part of your terms of employment. These Terms and Conditions of Employment supersede all prior agreements, understandings and arrangements, both verbal and written between you and the Company and constitute the entire agreement between you and the Company in respect of the subjects described.

15. CHANGES TO THE TERMS

The management of the Company reserves the right to modify, alter or delete the existing service rules/policies or to introduce fresh service rules/policies which will be binding upon you.

16. GOVERNING LAW

This Contract is governed by and construed in accordance with the laws of India and all disputes, claims or proceedings between the Parties relating to the validity,

construction, performance or termination of this Contract shall be subject to the exclusive jurisdiction of the Courts at India.

17. VALIDITY

This appointment letter is subject to your joining the company on or before **1st March 2021** ('said date'). If you are unable to join the company on or before the said date ,this appointment stands revoked automatically.

18. ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you, and look forward to receiving your acceptance and to working with you.

EMPLOYEE:

Signature: _____

Name:_____

Email-address:_____

COMPANY:

By:

Name: Ravindra Gurjar

Title: Director

Email-address: ravindra.gurjar@consultdss.com

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Annexure 1
Compensation

Name	P V Chandra Sekhar
Designation	Associate Analyst
Location	Hyderabad

Component	**INR per Annum**
Basic	2,29,601
Flexi Allowance	3,44,402
Annual Base Salary	**5,74,004**
Variable Compensation	
Target STIP / SIC Amount*	57,400
Retirals	
Provident Fund	27,552
Gratuity	11,044
Total	**6,70,000**

* SIC is applicable to specific Director, Principal and Manager Roles within the business. STIP is applicable to all other roles.

1. All the above amounts are based on a full year of service and the amount payable to you would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year
2. Short Term Incentive Plan (STIP)/Sales Incentive Compensation (SIC) will be payable as per the company policy (as amended from time to time) subject to achieving the performance targets defined by the business and will be contingent on the actual performance of the Company and your own individual performance. The Company reserves the right to change the performance targets to suit business needs.
3. The Annual compensation and STIP/SIC will be subject to deduction of tax at source, in accordance with the Income Tax Act, 1961 and all other central and state legislation applicable to your base location. The Company will be entitled to make deductions from the Employee's salary for the recovery of staff advances, employee contributions to ESI / PF/ Professional Tax as applicable, loss of pay and any other statutorily permissible deductions.
4. Additional benefits extended by the Company are Group Personal Accident, Group Life Term and Group Mediclaim Insurance as per the Company's Policy.

January 4, 2021

Prakhar Gupta
66- Krishan Nagar,Dehradun
Uttarakhand-248001
9741657201
prakhar412gupta@gmail.com

Dear Prakhar Gupta

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

1. Commencement

Subject to the conditions set out in **section 10** of this offer letter, your employment with Micron will commence on **April 5, 2021.**

2. Position

Micron will employ you on a full-time basis in the position of **Associate ,IT Business Analyst,** or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the **SR. MANAGER - IT PROCUREMENT, LEGAL & H** and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

3. Term

Your employment is intended to be for an indefinite term, subject to:

(a) Your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);

(b) The conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);

(c) If relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and

(d) Termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

5. Remuneration

Fixed Salary

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of **INR 650000** per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

(a) basic salary (**Basic Salary**) at a rate equal to **INR 325000** per year; and

(b) allowances equal to, annually:

(i)	House rent allowance	**INR 130000**
(ii)	Special allowance	**INR 195000**

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

Discretionary Allowances

Micron will pay you the following discretionary allowances:

(a) Medical expense allowance — INR15,000 per year
(payable monthly on a pro-rata basis)

(b) Leave travel allowance* — INR41,000 per year
(*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

Discretionary Incentive Pay

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is **10%** of your Fixed Salary.

Employee Provident Fund

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

6. Leave

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

7. Discretionary Benefits

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

Insurance

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.'

8. Relocation Assistance

It is our objective to provide you with a comprehensive relocation package in conjunction with your move. You are eligible for relocation assistance under the provisions of Micron's Intra-India Relocation Policy (**Policy**), a copy of which accompanies this Agreement. Please refer to the Policy for complete details and descriptions of the relocation assistance. Please note this Policy and the benefits provided under it are subject to replacement, change or discontinuance at any time in Micron's discretion.

If you fail to commence your employment on the date set out in **clause 1** of this letter (or such other agreed date for the commencement of your employment) for reasons within your control, or if within the first 24 months of your employment at Micron you give notice of your resignation or Micron terminates your employment for misconduct, absenteeism or any other violation of Company policy within twenty-four (24) months of your start date, you must repay Micron immediately a pro-amount of the relocation assistance paid or provided by Micron in connection with your relocation, , including without limitation taxes and relocation service provider fees. The pro-rata amount will be calculated by multiplying the total monetary amount of all relocation assistance paid or provided by Micron by (24-N)/24, where N = number of complete months of your service with Micron.

You authorise Micron to withhold from your final pay, to the extent permitted by law, any amount owed to Micron and you agree to sign whatever further authorisation may be required by Micron at the time to give effect to this.

9. Additional Contractual Terms

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at new_hire_cert@micron.com and to your supervisor at Micron.

10. Conditions on this Offer

This offer of employment and your commencement of employment with Micron is conditional upon:

(a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;

(b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;

(c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment; and

(d) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are *NOT* a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately,* to permit us to request an export control license for you if necessary.

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely

Sharmila Khan
Director, HRBP (India)

To: Micron Technology Operations India LLP

I, **Prakhar Gupta**, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

_____ _____

Signature Date (mm/dd/yyyy)

ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE (FOR INFORMATION PURPOSES)

Compensation

Fixed Salary

- Basic Salary **INR 325000**
- House Rent Allowance **INR 130000**
- Special Allowance **INR 195000**

Total **INR 650000**

Employer Provident Fund Contributions **INR 39000**

Discretionary Allowances

- Medical Expense Allowance **INR 15000**
- Leave Travel Allowance **INR 41000**

Discretionary Incentive Target **INR 65000**

TOTAL **INR 810000**

*Hyderabad Benefits**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

**All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

ANNEXURE B

Master's Degree – Engineer

1. The fact that you are obtaining a Master's Degree has been taken into consideration in determining your position in Micron and the Basic Salary offered to you, and has been a material factor in Micron's decision to offer employment to you.

2. You must submit to the HR Department of Micron by August 31, 2021, an original copy of the notification of examination results stating that you have passed the final examination, or the proof of submission of thesis, each as issued by the Registrar of your university for the Degree of Master of MBA - IT-Operations & Finance

3. You must also submit by August 31, 2021 an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron.

4. If you do not obtain your Degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.

5. You will keep Micron duly informed of any delay in the completion of the above Master's Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

1 Your Duties

1.1 You must:

(a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;

(b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;

(c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;

(d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and

(e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

(a) act in conflict with Micron's best interests; or

(b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

4 Expenses

Micron will reimburse you for all work-related expenses:

(a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);

(b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;

(c) which are approved by an authorized Micron representative; and

(d) are otherwise incurred and claimed in accordance with applicable Micron policy.

5 Leave

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

6 Termination

6.1 Your employment may be terminated at any time:

(a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or

(b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

(a) not attend for work or contact any customers or clients; and/or

(b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

(a) if you are guilty of misconduct, including, without limitation:

(i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;

(ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under **clause 6.4** or taking any other disciplinary action.

6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).

6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.

6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).

6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

7 What Happens After the Termination of Employment

7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.

7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

8 Remuneration

8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.

8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

9 Compliance

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

10 Data Protection

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

11 Employee Surveillance

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

12 Warranty

You warrant that:

(a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;

(b) you having provided Micron with information that is true and complete in all respects;

(c) your employment with Micron will not violate any agreement with, or rights of, any third party;

(d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

(e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.

(f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and

(g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

13 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

14 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

15 Additional Remedies

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

16 Successors and Assigns

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

17 Entire Agreement

This Agreement and the Confidentiality and Intellectual Property Agreement:

(a) constitute the entire agreement between the parties as to their subject matter; and

(b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

18 Headings

Headings are for ease of reference only and do not affect the meaning of this Agreement.

19 Alteration and Exercise of Rights

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20 Governing Law

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

21 Definitions

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

_____

Name

_____

Signed and Dated (mm/dd/yyyy)

zenoti

January 4th, 2021

Sruti Dey Sarkar
srutidey.sarkar19@ibsindia.org
+918100828021

Dear Sruti,

We are pleased to offer you a position with Zenoti India Pvt Ltd. (formerly known as Urenok Software Solutions Private Limited) (the "***Company***"), as a **Senior Product Support Specialist, L-31** as discussed and agreed your first day of employment will be **1st March 2021**. You will receive an annual salary of **Rs 10,50,000** which will be paid monthly in accordance with the Company's normal payroll procedures. [You also will be eligible for a variable pay subject to the company and individual performance. This will be payable bi-annually in lump-sum payments.] Detailed break- attached as annexure – A. You will be reimbursed for all reasonable and properly documented travel, accommodation and other expenses incurred in the exercise of your duties, subject to prior approval by your manager and in accordance with the Company's Travel Policy. Our benefits include a healthy breakfast and lunch every working day, dinner for shift employees, wellness classes like Yoga, Pilates and meditation, flexible working hours, unlimited vacation policy (vacation limited to 15 days during 1st year), generous insurance coverage and much more. You should note that the Company may modify job titles, compensation and benefits from time to time as it deems necessary.

This job requires you to work on our night shifts and is subject to shift assignment as decided by the manager based on business need.

In addition, if you decide to join the Company, it will be recommended at the first meeting of the Board of Directors of Soham Inc (the "Parent") following grant date that the Parent grant you an option to purchase **32 ESOPS** of the Parent's common stock at a price per share equal to the book value per share of the common stock on the date of grant. 25% of the shares subject to the option shall vest 12 months after the grant date subject to your continuing employment with the Company, and no shares shall vest before such date. The remaining shares shall vest annually over the next 3 years in equal annual amounts subject to your continuing employment with the Company. This option grant shall be subject to the terms and conditions of the Parent's 2014 Stock Option & Incentive Plan and Option Agreement, including vesting requirements. No right to any shares is earned or accrued until such time that vesting occurs, nor does the grant confer any right to continue vesting or employment.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period. As a result, you are free to resign, for any reason or for no reason, upon providing 30 days' advance notice. The Company is free to conclude its employment relationship with you in accordance with federal, state and local law and your Employment Agreement.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal, state and local immigration and employment law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment with the Company. Such documentation must be provided to us within three weeks prior to your date of joining pending which your joining will be deferred.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, upon joining the company you will be required to confirm by email to the Company's Talent team at talent@zenoti.com or an alternative manner as specified by the Company's Talent team, that you have read and that you understand the Company's Employee Handbook and agree to abide by the policies therein.

As a condition of your employment, you are also required to sign and comply with an Employee Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, non-disclosure of Company proprietary information, and an agreement not to compete with the Company or solicit its service providers following your termination of employment with the Company. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, and (iv) the arbitration shall provide for adequate discovery. Please note that we must receive your signed Employee Agreement on your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter may not be modified or amended except by a written agreement signed by the President of the Company and you. This offer of employment will terminate if it is not acknowledged by **January 5th ,2021**. The terms of this letter are intended to be kept strictly confidential. The law of the State of Telangana will govern this offer letter.

We believe there is greatness in you. And in all of us. And this greatness comes alive when we feel good. We at Zenoti have made it our mission to make everyone we touch feel good, so that the greatness in them is unlocked. And we would like you to join this mission.

We look forward to your favorable reply and to working with you at Zenoti India Pvt Ltd.

Sincerely,

Name: Sudheer Koneru

Title: CEO

Agreed to and accepted:

Signature: _____

Printed Name: _____

Date: _____

Enclosures:

Duplicate Original Letter

Employee Agreement

Zenoti India Private Limited

Q4, 8th floor, Cyber Towers,
Madhapur, Hyderabad - 500 081, Telangana, India.
CIN: U72300TG2015PTC097184

+91 40 4025 4444 | www.zenoti.com | info@zenoti.com

zenoti

ANNEXURE – A

Name: Sruti Dey Sarkar
Designation: Senior Product Support Specialist

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**80,613**	**9,67,350**
Basic	43,750	5,25,000
HRA	17,500	2,10,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	18,163	2,17,950
Reimbursements (B)	**6,888**	**82,650**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	2,188	26,250
Telephone/Internet Reimbursement	2,500	30,000
Gross Salary (A+B)	**87,500**	**10,50,000**

Variable & Benefits (C)	**14,608**	**1,75,300**
Performance Bonus*	8,750	1,05,000
Provident Fund	2,005	24,060
Insurance Premium	1,750	21,000
Gratuity	2,103	25,240
CTC (A+B+C)	**1,02,108**	**12,25,300**

*Calculated @ 10% for 'good contribution'. Highest cap @ 20%

*Performance Bonus calculated basis organization and employee performance and would vary depending on the 2 variables.

Welcome to KPMG in India's online job application system

There has never been a more exciting time to work at KPMG in India. Every day our people are making a difference by helping to transform businesses, enhance performance and create value for our clients by solving their most critical challenges.

Working at KPMG in India means you'll have the opportunity to expand your global mindset, through international career opportunities and have access to world class learning and development tools while working alongside some of the brightest minds in business and tackling complex issues and making a difference.

Job Opportunities

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Offer has been accepted

Printable Format

23-Mar-2021

Aashita Sabharwal
D-4, Sudershan Park, Near Moti Nagar,
New Delhi - 110015

Dear **Aashita**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-Research-DA Hub team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to

your performance meeting the required standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty**

Thousand Rupees) per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of

gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

   You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned

subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding

applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential

to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time

business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prohibition of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company

exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt

You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as

Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days

thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while

serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and

terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any

form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with

unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for **KPMG Global Services Private Limited**

Paul Rajan

Resources

I am pleased to accept the offer contained above.

Aashita Sabharwal

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to

independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having

professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members

family members ' in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your

acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Aashita Sabharwal
Business Associate
Gurgaon

Compensation Category	**Monthly (i**
Basic Salary (a)	29167
Flexible Compensation (b)	25667
Employer Contribution to Provident Fund (c)	3500
Total Cost to Company (a+b+c)	**58334**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per t Miscellaneous Provisions Act, 1952, subject to your entitlement ar regard.
- Equal amount of PF will be deducted from the Cost to the Compar Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Pc before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on t serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company income tax guidelines.
- Flexible compensation needs be allocated every year basis the com
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Business Associate
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.	

properly stamped and signed.

3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset**	**X**

		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For	

		Business Associate
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	

	all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Sabharwal, Aashita
Offer electronically accepted on: Mar 25, 2021 12:01 AM
Offer electronically accepted from: 27.4.160.66

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23-Mar-2021

Nishtha Anand
J-11/21 Rajouri Garden, New Delhi,
Delhi - 110027

Dear **Nishtha**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-Research-DA Hub team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by

clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of

salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of

the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director - Human Resources

I am pleased to accept the offer contained above.

Nishtha Anand

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This

includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** — immediate family members plus your non-dependent parents,

non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Nishtha Anand
Business Associate
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in tha regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as p income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Business Associate
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease**	**X**

	Rentals/Insurance	
	-	
		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager.	

	Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Anand, Nishtha
Offer electronically accepted on: Mar 26, 2021 4:04 PM
Offer electronically accepted from: 49.206.120.42

23-Mar-2021

Jovin J Mathias
9/17, Artist colony, Sector 8, CBD Belapur,
Navi Mumbai - 400614

Dear **Jovin**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-Research-GC&K team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in

arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after

the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human

Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company.

To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of

termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property

rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including,

without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

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Yours Sincerely,
for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director - Human Resources

I am pleased to accept the offer contained above.

Jovin J Mathias

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Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

‘Member of the Firm’ - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Jovin Mathias
Business Associate
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Business Associate
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	

		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

25-Mar-2021

Pranika Sharma
107, Chinar apartment, Peer muchalla,
zirakpur - 140603

Dear **Pranika**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-AMS-GCM Account and Sector Support team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or

customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

   You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

   We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

   You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

   You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to

terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission,

inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or

insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **31-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director– Human Resources

I am pleased to accept the offer contained above.

Pranika Sharma

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

‘Member of the Firm’ - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit

clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Pranika Sharma
Business Associate
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Business Associate
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord

		All above three are mandatory to be mentioned on rent receipts.
		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C7	**Children's Education**	✓

	Allowance	
	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

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There has never been a more exciting time to work at KPMG in India. Every day our people are making a difference by helping to transform businesses, enhance performance and create value for our clients by solving their most critical challenges.

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Offer has been accepted

Printable Format

23-Mar-2021

Sam Jesty Pareckattil
Pareckattil house, Thynothil road,
Aluva,
Ernakulam - 683101

Dear **Sam**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-UK Research & Benchmarking team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to

your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty**

Thousand Rupees) per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of

gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned

Maternity Benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding

taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration

and other benefits paid to them;

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential

information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time

require in relation to the Company's business.

6. <u>Independence and Risk Policies</u>

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prohibition of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company

is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt

You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. <u>Without Cause</u>

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as

Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days

written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while

serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and

terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any

form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with

unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Paul Rajan

Resources

I am pleased to accept the offer contained above.

Sam Jesty Pareckattil

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to

independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having

professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members

family members ' in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your

acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Sam Pareckattil
Business Associate
Bangalore

Compensation Category	**Monthly (i**
Basic Salary (a)	29167
Flexible Compensation (b)	25667
Employer Contribution to Provident Fund (c)	3500
Total Cost to Company (a+b+c)	**58334**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per t Miscellaneous Provisions Act, 1952, subject to your entitlement ar regard.
- Equal amount of PF will be deducted from the Cost to the Compar Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Pc before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on t serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company income tax guidelines.
- Flexible compensation needs be allocated every year basis the com
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of ‘Cost to Co.’
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee’s contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer’s contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Business Associate
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.	

properly stamped and signed.

3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset**	**X**

		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For	

		Business Associate
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	

	all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Pareckattil, Sam
Offer electronically accepted on: Mar 25, 2021 10:25 AM
Offer electronically accepted from: 49.37.188.172

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24-Mar-2021

Neha Agarwal
Block-3, A1, Green Vista Apartment, Bhanunagar, Opp. Vishal Cinema Hall,
Siliguri - 734001

Dear **Neha**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-Research-GC&K team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to

expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the

information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the

Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above

within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such

records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **30-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director– Human Resources

I am pleased to accept the offer contained above.

Neha Agarwal

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional,

including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Neha Agarwal
Business Associate
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Business Associate
C1	**House Rent Allowance**	✔

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✔
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✔
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C7	**Children's Education Allowance**	✔
	Exemption as per IT Rules.	

		Business Associate
C8	**Expenses in pursuit of Education**	✔
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✔
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✔
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✔
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✔
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Agarwal, Neha
Offer electronically accepted on: Mar 24, 2021 3:12 PM
Offer electronically accepted from: 103.82.156.130

25-Mar-2021

Shaan Agarwal
M-102, satellite garden phase 2,, film city road, goregaon east,
Mumbai - 400063

Dear **Shaan**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-Research-SN team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

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3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or

any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not

limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **31-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director– Human Resources

I am pleased to accept the offer contained above.

Shaan Agarwal

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This

includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** — immediate family members plus your non-dependent parents,

non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Shaan Agarwal
Business Associate
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in tha regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as p income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Business Associate
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of**	✓

	Education	
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

23-Mar-2021

Ayush Gupta
6A Gobinda Ghosal lane, Harish Mukherjee Road,
Kolkata - 700025

Dear **Ayush**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-UK Research & Benchmarking team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or

customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

   You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

   We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

   You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

   You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to

terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission,

inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or

insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director- Human Resources

I am pleased to accept the offer contained above.

Ayush Gupta

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit

clients of the Firm are not permitted for all Covered Persons.
These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Ayush Gupta
Business Associate
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Business Associate
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord

		All above three are mandatory to be mentioned on rent receipts.
		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C7	**Children's Education**	✓

	Allowance	
	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Business Associate
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Gupta, Ayush
Offer electronically accepted on: Mar 24, 2021 8:27 PM
Offer electronically accepted from: 116.206.222.224

ખીમજી રામદાસ
KHIMJI RAMDAS

Date: 09/01/2021

Private and Confidential

To,

Ms. Shivani Swaraj,
165, Yashoda Devi Path,
Kankarbagh Housing Colony,
Patna, Bihar – 800020.

Sub : Appointment

Dear **Ms. Shivani Swaraj,**

We are pleased to appoint you as a "**Management Trainee".** You will be employed by KHIMJI RAMDAS INDIA PVT LTD. with the following Terms & Conditions.

Your employment is governed by the terms of this employment contract and or rules, regulation, policies which are in force, amended / introduced from time to time.

1. Capacity and Performance

1.1 Your present place of work will be at **Ahmedabad**, but during the course of employment in this company, you shall be liable to be posted/transferred anywhere to serve any of the Company's Branch or any establishment in India or outside, at the sole discretion of the Management.

1.2 You will be employed by the Company on a full-time basis and shall perform such duties and responsibilities on behalf of the Company as may be designated from time to time.

1.3 During the employment, you will devote your whole business time and best efforts, skill and knowledge to the advancement of the interests of the Company and discharge your duties and responsibilities to the best of your abilities.

1.4 During the period of your employment hereunder, you shall not engage directly or indirectly, with or without remuneration,in any other employment,or provide service to any other person, company, business entity or other organization whatsoever,or be interested in any other business, or calling of any nature, without written permission from the company.

1.5 You shall be retired from the services of the Company after completion of 58 years of age and shall not have any claim to be continued in service thereafter.

1.6 This appointment and your continuance in employment is subject to your having been found medically (physically and mentally) fit by the authorized Medical Officer of the Company.

1.7 You will be required to comply with all such rules and regulations as the Company may frame time to time.

2. Probation

You shall be on the probation/training period for 6 months from the date of commencement of your service. The probation period can be extended further to another six month at the discretion of the management.Your appointment shall be confirmed upon the successful completion of the probation/training period, provided your services have been found satisfactory and your service are confirmed in writing.

2.1 During the probation/training period, the Company can terminate your appointment without giving you a notice period and assigning any reason by in writing. If you wish to leave the service of the Company during the probation/training period, you shall give to the Company 15 days notice in writing.

3. Other Benefits

In addition to the emoluments ,you will be entitled to Provident Fund, ESIC,and Bonus in accordance with the relevant Act/Company's rules applicable to you from time to time.

4. Income Tax

You will be responsible for paying for personal income tax liabilities to the Department of Income Tax. The Company will withhold from your payroll personal income taxes due in accordance with Government rules and regulations.

5. Confidentiality

5.1 Your employment terms and conditions are strictly confidential between you and the Company. Any disclosure of such employment terms and conditions to other employees or outside parties without prior written approval of the Company will constitute a breach of this letter and may result in disciplinary action.

5.2 You shall neither during the employment hereunder (except in proper performance of your duties) nor at any time (without limit) after the termination thereof, except so far as it is necessary and proper in the ordinary course of your employment, disclose to any person,company,business entity or other organization whatsoever, any information as to the practice,business dealing or affairs of the Company or of any of its customers or as to any other company or customer lists or requirements, price lists or pricing structures, marketing or sales information, business plans or dealings,research activities,any document marked "confidential" or any information which you have been advised is "confidential" or which you might reasonably expect the Company would regard as "confidential" or any information which has been given to the Company in confidence by customers,suppliers or other persons.

5.3 Upon the termination of your employment hereunder, and/or at any other time if the Company shall so request, you will deliver to the Company all documents (including correspondence, list of customers, notes, memoranda, plans, drawings and other documents of whatsoever nature) in whatever forms. For the avoidance of doubt, it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the Company.

5.4 You are required to sign a confidentiality / non-disclosure undertaking to be provided by the Company on joining duty.

6. Code of Conduct

6.1 At all times, you are expected to observe the highest standards of ethical, personal and professional conduct.

6.2 If at any time, you by your conduct render yourself incompetent to perform your duties or if you should be disobedient, irregular in attendance,commit any breach of the terms of your employment or of any of the stipulations herein contained or it is found that there is a possibility of conflict of interest, the company shall, without prejudice to any of its right under the terms herein, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and to deduct from salary or other emoluments if any, then due to you, the amount of any loss the company may have sustained.

6.3 You should adhere to the Company's policies and procedures and you must comply with all the legal requirements. Failure to comply with the Company's policies and procedures or any legal requirements may result in appropriate disciplinary actions taken against you and or termination of your employment.

6.4 During the tenure of your employment with the company, you may be called upon to present yourself for a medical examination and any decision taken by the management based on the findings of the report by the company appointed Medical practitioner shall be binding on you.

7. Termination of Employment

7.1 If you wish to leave the services you have to give prior one-month notice in writing or your salary and other benefits will be detained.

7.2 If you are not attending office or not reporting to work continuously for 7 days without any intimation in writing it will assumed by the Company that you are no longer interested in your employment, and therefore, the employment is liable to be terminated without notice.Your service shall be liable to be terminated on one month notice or salary in lieu thereof except on disciplinary ground in which case no such notice or payment in lieu thereof shall be necessary.

8. Governing Law

That all disputes and differences are to be inquired and to be dealt with and are to settled at Ahmedabad. And that the courts, tribunals and/or authorities at Ahmedabad only shall have jurisdiction to entertain, try and decide such disputes or differences arising out of or pertaining to this appointment.

9. Alterations to Appointment letter

This appointment letter constitutes the written terms and conditions governing your employment with the Company. You will be notified of any changes to the terms and conditions of your employment. If you agree with the terms herein, please signify your acceptance by signing and returning to the Company the duplicate copy of this letter.

10. Your date of joining will be considered as _____for all end of service benefits.

Yours Sincerely
For and on behalf of
KHIMJI RAMDAS INDIA PVT LTD.

[Authorized Signatory]

Encl:

I have received a copy of this letter and have read and understood its contents.I agree and accept that the contents of this letter will constitute my contract of employment.I also understand that I will be notified of any alterations.

Signature :

Name :

Date :

SALARY STRUCTURE

Name of the Employee :	**Ms. Shivani Swaraj**	
Designation:	**Management Trainee**	
Branch :	**Ahmedabad**	
Department:	**Sales**	
Components	**Monthly**	**Yearly**
Basic	12,000	1,44,000
HRA	4,800	57,600
Conveyance	1,600	19,200
Medical	1,250	15,000
Other All.	12,964	1,55,568
*Variable Pay	4,000	48,000
*QPMS	4,000	48,000
Gross Salary	**40,614**	**4,87,368**
Company PF	1,560	18,720
Bonus / Ex-Gratia Yearly Pay out	1,000	11,995
**Loyalty Bonus	6,250	75,000
Gratuity	577	6,926
CTC :	**50,001**	**6,00,010**

*You shall be entitled to a performance linked monthly variable pay & Quarterly PMS pay once the specific assignment given.

** Loyalty Bonus will be paid on successfully completion of one year and process will remain the same for two years from your joining.

However, payment of Variable pay, Quarterly PMS pay and Loyalty Bonus is purely at the discretion of the management.

It is agreed that it shall be open to the Company may from time to time add, modify or abrogate any remuneration benefit facility that may have been extended to you. The modification of emoluments will be based on the basis of your performance and on the basis of Company's functioning, finances and prospects and you shall be bound by the Company's decision in this regard.

Yours Sincerely

For and on behalf of

KHIMJI RAMDAS INDIA PVT LTD.

[Authorized Signatory]

Encl: I have received a copy of this letter and have read and understood its contents. I agree and accept that the contents of this letter will constitute my contract of employment. I also understood that I will be notified of any alterations.

Signature:

Name:

Date:

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

OFFER LETTER

Sub: Offer Letter ("Agreement")

Dear Jatin Gidwani

Congratulations! With reference to your application and the subsequent interview you had with us, we are pleased to offer you a role in the **"Business Department**" as **" Senior Business Development Associate "** at InterviewBit Software Services LLP (the "**Company**"). Your job location will be **Bengaluru.**

The proposed start date of your appointment at InterviewBit Software Services LLP is 24 Feb 2021 on the following terms and conditions

1. Employment

1.1. Your employment will be effective upon your signing of this letter which shall be provided to you for signature on your first day of employment **(on or before** 24 Feb 2021 **)**. All your service benefits will be effective on the Joining Date.

1.2. This letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approval, if any. Your employment is based upon the information and declarations provided by you.

1.3. Upon signing this agreement, you represent and warrant that you have and shall comply with all applicable laws of India and are free to enter into this Agreement and that you will comply with all terms and conditions contained in this agreement and that the conditions contained herein are not in conflict with the provisions of any other contract and/or agreement to which you are a party or by which you are bound.

1.4. You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.

1.5. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.

1.6. Your job responsibilities will be assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to your manager in connection with such responsibilities. You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.

1.7. The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you will be notified of the changes by way of a general notice to all the employees and any such change will take effect from the date of notice.

DS JG

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1.8. Your normal working hours shall be from 10AM to 6PM, inclusive of one hour of lunch break. However, the Company reserves the right to make any changes in the work-days, hours of work and the beginning and ending times of your shifts and you will be notified by way of a general notice to all the employees and any such change will take effect from the date of notice. The Company may require that you work different or additional hours and the days of the week may also fluctuate to accommodate the needs of the business.

1.9. The Company's annual leave runs from 1st January to 31st December segregated into Earned leave, Sick Leave, Casual Leave and holidays. Leaves will be governed in accordance with the Leave Policy of the Company, as modified and amended from time to time.

1.10. The nature of your employment is permanent; however, you will be on probation for **90 days** ("Probation Period"). The Company reserves the right to extend the probationary period for a further period at its sole discretion if your work and progress are not found satisfactory. The Company at its discretion may confirm your services anytime during the course of or at the end of the probationary period initially fixed or subsequently extended. During the Probation Period, your services can be terminated at the sole discretion of the Company without stating cause for such termination. In the event of such termination Company will pay you for the days you were employed. During the Probation Period you may terminate your services with Company by providing 1 (one) month written notice failing which Company reserves the right to withhold and/ or deduct money equal to your 1 (one) month's pay.

1.11. Your compensation details are attached in Annexure 1

2. Location

2.1. You shall normally work at our Bangalore office. However, at any time the Company regards it is necessary for the purpose of its business, the Company may require you to travel/work/transfer from your normal place of work and/or from your current department/unit to another place of work and/or department/unit either existing or to be set in future, anywhere, purely at the discretion of the Company. On such transfer you will be governed by the rules and regulations and other working/service conditions as applicable to the place of posting.

3. Joining Documents

3.1. At the time of joining you are required to submit the following documents

3.1.1. Copy of PAN Card
3.1.2. Copy of Aadhar Card
3.1.3. Copy of Address Proof (Passport/Voter ID Card/Driving License)
3.1.4. Copies of all educational certificates (10th, 12th, UG and PG)
3.1.5. Copies of relieving and experience letter
3.1.6. Signed copy of Non-Disclosure agreement
3.1.7. Signed copy of Non-Compete and Non-Solicitation Agreement
3.1.8. Signed copy of Work Product Assignment

DS JG

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4. Termination

4.1. Your employment is subject to termination by the Company giving 2 (two) months' notice. The Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not even bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.2. Notwithstanding the information above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice) in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you commit a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency, or any allegation or conviction for any criminal offense, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company. (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or (viii) misconduct by you as provided under the labour laws and/or in the Company's policies.

4.3. You may also terminate your employment with the Company giving 2 (two) months' prior written notice to the Company. Further the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the unexpired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.4. Your age of retirement will be 60 (sixty) year. The Company, however, reserves the right to retire your services upon attaining the age of superannuation or earlier if you are not found physically or mentally fit.

DS
JG

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5. Confidentiality

5.1. You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorised officer of the Company.

5.2. Any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in anyway affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

5.3. You acknowledge and agree that, as a result of the nature of the Company's business and the nature of your services to the Company, you have been and will come into contact with and will have access to and learn various technical and non-technical information, plans, programs, customers and mailing list, trade secrets, and other confidential information which are the property of the Company. Such trade secrets, plans, programs, list and other confidential proprietary information include but are not limited to finance and sales plan, sales figure, clients, potential clients, methods, procedure, programs and other means used by the Company in the conduct of its business. You will not during your employment with the Company or anytime thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret process, trade secrets, data and material and knowledge mentioned above, which may come to your knowledge during the course of your employment. You will maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual property, software process, technical knowhow, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the Company whether confidential or otherwise, patented or not patented, operational, technical or financial either pertaining to the Company or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed wither tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc. to anyone else without the prior written approval of the Company. It is absolutely at the discretion of the Company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.

5.4. You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict or interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during you employment in the Company immediately upon such interest or circumstances arising.

5.5. You will be required to execute a Non-Compete and Non-Solicitation agreement, Non-Disclosure agreement and Work Product Assignment with the Company before commencing employment. Copy of these agreements are included with this letter.

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6. Transfer of Personal Data

6.1. You hereby expressly consent to the processing, including collection, use and local and international transmission of databases within the Company's group or third party contractors managing such data on Company's behalf of your personal data provided to the Company for employment and/or business purposes. You explicitly consent that your personal data can be transferred to outside of the country. You may request and obtain access to your own personal data (where collected), and correct or delete such data (where appropriate). You hereby waive any claims arising out of transfer of your personal data and covenants that you shall not institute any action of any nature, in any administrative or judicial forum, against the Company, its officer or employees or any other party.

7. Severability and Non-Waiver

7.1. In the event, that any of the clauses of this Agreement shall be deemed or determined to be in breach of any law, rule or regulation or otherwise unenforceable, such determination shall not affect any of the other clauses of this agreement and such other clauses shall remain in full force and effect

7.2. Any waiver by the Company of the breach of any provision of this agreement by the Employee, or any failure of the Company to take any action against any other employees for similar breach(s) on their part, shall not operate or be construed as the waiver of any subsequent breach by the employee.

8. Code of Conduct

8.1. You will adhere to the Company's policies and Code of Conduct which may be changed or revised from time to time. The HR Department will make available to you copies of these documents and you should review prior to acceptance of our offer. The Company reserves the right to terminate your employment without any reason or notice on receiving any information on your violation of the Company's policies or Code of Conduct.

8.2. Further you agree to abide by all Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

9. General

9.1. All matters which are not provided for in this agreement are governed by the Company's Policies and relevant labor related laws

9.2. In case you cause any monetary damage to the Company due to your wilful misconduct or negligence, you shall be charged for it.

9.3. All notices required or permitted to be given shall be in writing and delivered personally, by e-mail or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement.

9.4. Further, the Company's policies are part of this offer of employment and you will have to sign and abide strictly by the Company's code of conduct in all business transactions, including protection of Company assets, conflict of interest, relations with vendors and other policy guidelines. A copy of such policies will be provided upon your request.

DS
JG

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InterviewBit

InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

9.5. If you are absent from your duties without prior written permission or notification for 10 (ten) consecutive workdays, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.

9.6. This letter shall be subject to the laws of India. Any disputes differences or claims under or in relation to your employment or this letter and any subsequent matter shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by the Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have jurisdiction to try any disputes in relation to this letter and any consequent matters.

Yours sincerely,

Anshuman Singh

Signature

Co-Founder, InterviewBit Software Services LLP
Date: _____

Confirmation and Acceptance

I, "Jatin Gidwani", hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

DocuSigned by:
Jatin
JD63291DAFD214BA...

Name: Jatin Gidwani
Date: 1/11/2021

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

ANNEXURE 1: COMPENSATION DETAILS

	Annual (in INR)
Base Salary (A)	8,50,000
Performance Bonus (B)	-
Total Annual Salary (A+B)	**8,50,000**
Benefits	
Company's Contribution to Provident Fund	21,600
Gratuity	24,531
Family Insurance Premium	24,000
Meals* (applicable post Covid-19, once we are back in office)	72,000
Phone Bonus	18,000
Total Benefits (C)	**1,60,131**
Total Cost to Company (CTC)	**10,10,131**

Important: *Please note that any benefits mentioned herein may be modified, rescinded or withdrawn by InterviewBit, at its sole discretion, with or without notice at any given point of time*

ANNEXURE 2: SUMMARY OF BENEFITS

Particulars	Explanation
Leave Entitlement	Employees are eligible for 41 days of paid leave per calendar year segregated into EL, CL, SL and Holidays. Additional Leave entitlements includes Maternity, Paternity, Marriage and Bereavement leave
Meals	InterviewBit provides sumptuous meal options to its employees. An estimated cost of Rs 72,000 is spent per employee on meals
Flexible Working Hours	InterviewBit provides a flexible work environment to its employees.
Group Health Insurance	Group Hospitalization Insurance of a total of Rs. 500,000 per family is available
Group Personal Accident Insurance	InterviewBit also [provides Group Personal Accident Insurance

Confirmation and Acceptance

I, Jatin Gidwani, hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

DocuSigned by:
Jatin
D6329 1DAFD214BA...

Name: Jatin Gidwani

Date: 1/11/2021

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

OFFER LETTER

Sub: Offer Letter ("Agreement")

Dear Ashmitha Segu

Congratulations! With reference to your application and the subsequent interview you had with us, we are pleased to offer you a role in the **"Business Department**" as **" Senior Business Development Associate "** at InterviewBit Software Services LLP (the "**Company**"). Your job location will be **Bengaluru.**

The proposed start date of your appointment at InterviewBit Software Services LLP is 24 Feb 2021 on the following terms and conditions

1. Employment

1.1. Your employment will be effective upon your signing of this letter which shall be provided to you for signature on your first day of employment **(on or before** 24 Feb 2021 **)**. All your service benefits will be effective on the Joining Date.

1.2. This letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approval, if any. Your employment is based upon the information and declarations provided by you.

1.3. Upon signing this agreement, you represent and warrant that you have and shall comply with all applicable laws of India and are free to enter into this Agreement and that you will comply with all terms and conditions contained in this agreement and that the conditions contained herein are not in conflict with the provisions of any other contract and/or agreement to which you are a party or by which you are bound.

1.4. You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.

1.5. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.

1.6. Your job responsibilities will be assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to your manager in connection with such responsibilities. You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.

1.7. The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you will be notified of the changes by way of a general notice to all the employees and any such change will take effect from the date of notice.

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1.8. Your normal working hours shall be from 10AM to 6PM, inclusive of one hour of lunch break. However, the Company reserves the right to make any changes in the work-days, hours of work and the beginning and ending times of your shifts and you will be notified by way of a general notice to all the employees and any such change will take effect from the date of notice. The Company may require that you work different or additional hours and the days of the week may also fluctuate to accommodate the needs of the business.

1.9. The Company's annual leave runs from 1st January to 31st December segregated into Earned leave, Sick Leave, Casual Leave and holidays. Leaves will be governed in accordance with the Leave Policy of the Company, as modified and amended from time to time.

1.10. The nature of your employment is permanent; however, you will be on probation for **90 days** ("Probation Period"). The Company reserves the right to extend the probationary period for a further period at its sole discretion if your work and progress are not found satisfactory. The Company at its discretion may confirm your services anytime during the course of or at the end of the probationary period initially fixed or subsequently extended. During the Probation Period, your services can be terminated at the sole discretion of the Company without stating cause for such termination. In the event of such termination Company will pay you for the days you were employed. During the Probation Period you may terminate your services with Company by providing 1 (one) month written notice failing which Company reserves the right to withhold and/ or deduct money equal to your 1 (one) month's pay.

1.11. Your compensation details are attached in Annexure 1

2. Location

2.1. You shall normally work at our Bangalore office. However, at any time the Company regards it is necessary for the purpose of its business, the Company may require you to travel/work/transfer from your normal place of work and/or from your current department/unit to another place of work and/or department/unit either existing or to be set in future, anywhere, purely at the discretion of the Company. On such transfer you will be governed by the rules and regulations and other working/service conditions as applicable to the place of posting.

3. Joining Documents

3.1. At the time of joining you are required to submit the following documents

3.1.1. Copy of PAN Card
3.1.2. Copy of Aadhar Card
3.1.3. Copy of Address Proof (Passport/Voter ID Card/Driving License)
3.1.4. Copies of all educational certificates (10th, 12th, UG and PG)
3.1.5. Copies of relieving and experience letter
3.1.6. Signed copy of Non-Disclosure agreement
3.1.7. Signed copy of Non-Compete and Non-Solicitation Agreement
3.1.8. Signed copy of Work Product Assignment

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4. Termination

4.1. Your employment is subject to termination by the Company giving 2 (two) months' notice. The Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not even bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.2. Notwithstanding the information above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice) in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you commit a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency, or any allegation or conviction for any criminal offense, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company. (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or (viii) misconduct by you as provided under the labour laws and/or in the Company's policies.

4.3. You may also terminate your employment with the Company giving 2 (two) months' prior written notice to the Company. Further the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the unexpired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.4. Your age of retirement will be 60 (sixty) year. The Company, however, reserves the right to retire your services upon attaining the age of superannuation or earlier if you are not found physically or mentally fit.

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5. Confidentiality

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5.2. Any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in anyway affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

5.3. You acknowledge and agree that, as a result of the nature of the Company's business and the nature of your services to the Company, you have been and will come into contact with and will have access to and learn various technical and non-technical information, plans, programs, customers and mailing list, trade secrets, and other confidential information which are the property of the Company. Such trade secrets, plans, programs, list and other confidential proprietary information include but are not limited to finance and sales plan, sales figure, clients, potential clients, methods, procedure, programs and other means used by the Company in the conduct of its business. You will not during your employment with the Company or anytime thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret process, trade secrets, data and material and knowledge mentioned above, which may come to your knowledge during the course of your employment. You will maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual property, software process, technical knowhow, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the Company whether confidential or otherwise, patented or not patented, operational, technical or financial either pertaining to the Company or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed wither tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc. to anyone else without the prior written approval of the Company. It is absolutely at the discretion of the Company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.

5.4. You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict or interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during you employment in the Company immediately upon such interest or circumstances arising.

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7. Severability and Non-Waiver

7.1. In the event, that any of the clauses of this Agreement shall be deemed or determined to be in breach of any law, rule or regulation or otherwise unenforceable, such determination shall not affect any of the other clauses of this agreement and such other clauses shall remain in full force and effect

7.2. Any waiver by the Company of the breach of any provision of this agreement by the Employee, or any failure of the Company to take any action against any other employees for similar breach(s) on their part, shall not operate or be construed as the waiver of any subsequent breach by the employee.

8. Code of Conduct

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8.2. Further you agree to abide by all Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

9. General

9.1. All matters which are not provided for in this agreement are governed by the Company's Policies and relevant labor related laws

9.2. In case you cause any monetary damage to the Company due to your wilful misconduct or negligence, you shall be charged for it.

9.3. All notices required or permitted to be given shall be in writing and delivered personally, by e-mail or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement.

9.4. Further, the Company's policies are part of this offer of employment and you will have to sign and abide strictly by the Company's code of conduct in all business transactions, including protection of Company assets, conflict of interest, relations with vendors and other policy guidelines. A copy of such policies will be provided upon your request.

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

9.5. If you are absent from your duties without prior written permission or notification for 10 (ten) consecutive workdays, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.

9.6. This letter shall be subject to the laws of India. Any disputes differences or claims under or in relation to your employment or this letter and any subsequent matter shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by the Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have jurisdiction to try any disputes in relation to this letter and any consequent matters.

Yours sincerely,

Anshuman Singh

Signature

Co-Founder, InterviewBit Software Services LLP
Date: _____

Confirmation and Acceptance

I, "Ashmitha Segu", hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

_____
Name: Ashmitha Segu
Date:

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InterviewBit

InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

ANNEXURE 1: COMPENSATION DETAILS

	Annual (in INR)
Base Salary (A)	8,50,000
Performance Bonus (B)	-
Total Annual Salary (A+B)	**8,50,000**
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Company's Contribution to Provident Fund	21,600
Gratuity	24,531
Family Insurance Premium	24,000
Meals* (applicable post Covid-19, once we are back in office)	72,000
Phone Bonus	18,000
Total Benefits (C)	**1,60,131**
Total Cost to Company (CTC)	**10,10,131**

Important: *Please note that any benefits mentioned herein may be modified, rescinded or withdrawn by InterviewBit, at its sole discretion, with or without notice at any given point of time*

ANNEXURE 2: SUMMARY OF BENEFITS

Particulars	**Explanation**
Leave Entitlement	Employees are eligible for 41 days of paid leave per calendar year segregated into EL, CL, SL and Holidays. Additional Leave entitlements includes Maternity, Paternity, Marriage and Bereavement leave
Meals	InterviewBit provides sumptuous meal options to its employees. An estimated cost of Rs 72,000 is spent per employee on meals
Flexible Working Hours	InterviewBit provides a flexible work environment to its employees.
Group Health Insurance	Group Hospitalization Insurance of a total of Rs. 500,000 per family is available
Group Personal Accident Insurance	InterviewBit also [provides Group Personal Accident Insurance

Confirmation and Acceptance

I,Ashmitha Segu, hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

_____

Name: Ashmitha Segu
Date:

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Non-Disclosure Agreement

This Non-disclosure and confidentiality agreement (the "**Agreement**") is made this 12/01/2021, ("**Effective Date**") by and between:

InterviewBit Software Services LLP, a company incorporated under the laws of India, having its registered office at 4th Floor, EB-02, Office no 436, Amanora Chambers, Amanora Park Town, Hadapsar, Pune, Maharashtra - 411028 (hereinafter referred to as the "**Disclosing Party**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the **ONE PART**

AND

I Ashmitha Segu, son/daughter of Segu Ramesh babu, resident of Plot no.78 sagar society, banjarahills road no.2 Hyderabad,Telengana 500034 (hereinafter referred to as the "**Receiving Party**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its legal heirs, administrators and permitted assigns) of the **OTHER PART**

(The Disclosing Party and the Receiving Party shall hereinafter individually referred to as "Party" and collectively as "Parties")

WHEREAS:

A. The Parties are proposing to enter into the following transaction:

Employment as a Senior Business Development Associate ("**Proposed Transaction**")

B. The Disclosing Party is disclosing the Confidential Information (as defined hereunder) to the Receiving Party for the following purpose:

Employment.

C. The Receiving Party is required to execute a non-disclosure agreement to protect the information of the Disclosing Party. Accordingly, the Parties wish to enter into this Non-Disclosure Agreement whereby the Receiving Party agrees to treat as confidential, all the Confidential Information (as defined hereunder) provided by the Disclosing Party/acquired from the Disclosing Party, on the terms and conditions mentioned hereunder.

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NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

CLAUSE 1 DEFINITIONS

"Confidential Information" for the purpose of this Non-Disclosure Agreement shall mean all the information and documents disclosed or submitted, orally, in writing, or by any other media (whether designated as confidential or not), by the Disclosing Party, either directly or indirectly (including through its group companies or agents), to the Receiving Party or any of its affiliated corporations or any of its authorized employees, officers or directors, and such information and documents includes without limitation:

(a) the terms of any agreement between the Disclosing Party and the Receiving Party;

(b) the fact that discussions are taking place between the Parties;

(c) all technical and business information, whether written, oral or graphic, including without limitation:

- financial plans and records, ideas, business plans and strategies, relationships with third parties, information relating to suppliers, founders, employees, and affiliates, business channels data, material, products;

- technical data, know-how, research, formulae, processes, methods, technology, IT systems, computer software programs and descriptions of functions and features of software, source code, computer hardware designs, techniques;

- present and proposed products, trade secrets, designs, drawings, trademarks, patents, prototypes, samples, products, product plans, specifications, manuals, equipment, engineering, unpublished patent applications, research-in-progress, work-in-progress, prototypes;

- advertising programs, planning and merchandising strategies, marketing, pricing, sales, marketing information, facilities, services, customers, customer lists and information or other unpublished information related to customers, marketing plans, market development, inventions, financial information, negotiations, discussion, ideas, manufacturing techniques, and the like;

- information which is generated by the Receiving Party in connection with the purpose for which the confidential information is received under this Agreement or otherwise.

- any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable

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of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

Without limiting the above, Confidential Information shall also include information that the Receiving Party knows or reasonably should know under the circumstances surrounding its disclosure, and is confidential to the Disclosing Party.

CLAUSE 2 DUTY AS TO CONFIDENTIALITY

The Receiving Party acknowledges and agrees that the Confidential Information has been developed or obtained by the Disclosing Party by investment of a significant amount of time, effort and/or expense and the Confidential Information is a valuable, special and unique asset of the Disclosing Party and needs to be protected from improper disclosure.

The Receiving Party will use Confidential Information of the Disclosing Party solely for the purpose of work assigned during employment with InterviewBit Software Services LLP, and shall keep it secure and confidential, and will not, except as set forth in Clause 4 (Exceptions), disclose any of the Disclosing Party's Confidential Information in any manner whatsoever.

In consideration of the opportunity granted to the Receiving Party to enter into the Proposed Transaction with the Disclosing Party, the Receiving Party hereby agrees as follows:

a) To hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials);

b) You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorized officer of the Company.

c) Not to divulge any such Confidential Information or any information derived there from to any third person, unless a prior written consent is obtained from the Disclosing Party;

d) Not to use the Confidential Information, at any time, directly or indirectly, to procure a commercial advantage over, or do anything in any manner whatsoever, which is detrimental to the business or activities of the Disclosing Party, any of its affiliated companies or any of its directors and employees;

e) Not to copy or reverse engineer any such Confidential Information;

f) Not to use whether directly or indirectly or turn to its advantage in any way or profit from the use of the Confidential Information or any part thereof at any time; and

g) To use the Confidential Information only for purpose as specified above and in accordance with the terms of this Agreement.

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h) You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during your employment in the Company immediately upon such interest or circumstances arising.

CLAUSE 3 EFFECTIVE DATE

The obligations of the Receiving Party in respect of confidentiality as provided above shall commence from the Effective Date and the Receiving Party shall solely be responsible for compliance by such representatives with the foregoing obligations of confidentiality.

CLAUSE 4 EXCEPTIONS

Confidential Information shall not include information that is (i) publicly available, (ii) already in the Receiving Party or its Representatives' possession at the time of disclosure by the Disclosing Party, (iii) available to the Receiving Party or its Representatives, to the Receiving Party's knowledge, on a non-confidential basis, or (iv) independently developed by the Receiving Party or any of its Representatives.

The Receiving Party may make disclosures required by law or court order provided the Receiving Party: (a) uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order; and (b) gives immediate written notice to the Disclosing Party regarding such requirement and allows the Disclosing Party to participate in the proceedings.

CLAUSE 5 RETURN OF INFORMATION (same as previous document)

Upon: (a) receiving a written request by the Disclosing Party; or (b) termination of the discussions or arrangements between the Disclosing Party and Receiving Party (for any reason whatsoever), the Receiving Party shall forthwith deliver to the Disclosing Party (without retaining copies thereof) all Confidential Information comprised in whatever form or media such as but not limited to; documents, proposals, photographs, film, video, maps, tapes, discs, computer hardware and software, which is in the Receiving Party's possession or under the Receiving Party's control in any way and the results thereof or the business of the Disclosing Party or its related or affiliated entities or joint venture partners or projects.

The Receiving Party understands that nothing herein:

a) Requires the disclosure of any Confidential Information of the Disclosing Party; or

b) Requires the Disclosing Party to proceed with any transaction or relationship.

CLAUSE 6 DURATION

The obligation under this agreement shall subsist throughout the term of the Proposed Transaction and shall thereafter continue for a period of 2 years after the expiry of or early termination of the Proposed Transaction.

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CLAUSE 7 DISCLOSURE OF RELATIONSHIP

Receiving Party shall not disclose the fact they have engaged in discussions with the Disclosing Party in connection with the Proposed Transaction or the name of the Disclosing Party or any information relating to the Disclosing Party's business in connection therewith to any third parties (other than its Representatives and as necessary to comply with Law) without the consent of the Disclosing Party. Notwithstanding anything contained herein, Receiving Party shall not in any manner disclose to any third parties or use for its marketing or internal purposes any information that it receives or comes across during the course of discussions with the Disclosing Party including without limitation information pertaining to the business or customers or employees of the Disclosing Party. Any such information shall only be used to evaluate the Proposed Transaction with the Disclosing Party.

CLAUSE 8 REMEDIES

The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief including injunctive relief in addition to whatever remedies it might have at law. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

CLAUSE 9 WARRANTIES

The Disclosing Party represents and warrants that the information provided to the Receiving Party is true and correct to the best of knowledge of the Disclosing Party.

CLAUSE 10 INDEMNITY

The Receiving Party hereby agrees to indemnify and hold the Disclosing Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to breach of this Non-Disclosure Agreement by the Receiving Party.

CLAUSE 11 SEVERABILITY

If any provision of this Non-Disclosure Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Non-Disclosure Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Non-Disclosure Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

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CLAUSE 12 ENTIRE AGREEMENT

This Non-Disclosure Agreement along with the following document: Employment agreement between the Parties constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

CLAUSE 13 NO OTHER RIGHTS GRANTED

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the proposed relationship between the parties. The Receiving Party shall not receive any intellectual property rights in the Confidential Information other than a limited right to use the Confidential Information for the purposes specified in this Agreement. All intellectual property rights shall continue to vest with the Disclosing Party. The Disclosing Party shall retain all title, interest and rights and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

CLAUSE 14 AMENDMENTS

Any change, alteration, amendment, or modification to this Non-Disclosure Agreement must be in writing and signed by authorized representatives of both the Parties.

CLAUSE 15 DISPUTE RESOLUTION

Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

The courts in Bangalore, Karnataka shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement.

If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

CLAUSE 16 INDEPENDENT PARTIES

Nothing contained or implied in this letter creates a joint venture or partnership between the Parties or makes one party the agent or legal representative of the other party for any purpose.

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CLAUSE 17 EXCLUSIVITY

For a period of 2 years, the Parties shall not enter into discussions with third parties for transactions which are similar to the Proposed Transaction.

CLAUSE 18 ASSIGNMENT

This Agreement shall not be assignable by the Receiving Party without prior written consent of the Disclosing Party. The Disclosing Party may assign the agreement.

CLAUSE 19 ANNOUNCEMENTS

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

CLAUSE 20 NOTICES

Except as otherwise specified in this Non-Disclosure Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Non-Disclosure Agreement shall be in writing and shall be deemed given when sent to the address specified below.

In the case of Disclosing Party:

Attention: Anshuman/Abhimanyu, Partner

Address: 4th Floor, EB-02, Office no.436, Amanora Chambers, Amanora Park Town,Hadapsar,

Pune, Maharashtra - 411028

The Receiving Party

Attention: Ashmitha Segu

Address: Plot no.78 street no.7 sagar society,banjarahills road no.2

Hyderabad,Telangana 500034

Either Party may change its address for notification purposes by giving the other Party 10 (ten) days' notice of the new address and the date upon which it will become effective.

CLAUSE 21 NON SOLICITATION

A Party shall not for a period of 2 years from the Effective Date solicit the clients or customers of the other Party ("**Existing Party**") to supply goods or services to them of the same or similar type as provided by the Existing Party.

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CLAUSE 22 TERMINATION

This Agreement shall not be terminated by the Receiving Party for any reason whatsoever. The Disclosing Party may terminate this Agreement upon the following period: 3 months written notice to the Receiving Party. Termination of this Agreement will not prejudice any rights of the parties or terminate any obligations of confidentiality in respect of the Confidential Information existing prior to termination. Provided, further that the obligations of the Receiving Party under this Agreement shall always remain in effect for a period of 2 years from the expiry or termination of this Agreement.

CLAUSE 23 GOVERNING LAW

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Anshuman Singh

InterviewBit Software Services LLP

By: Anshuman Singh

Partner

Employee's Signature: _____

Employee's Name: Ashmitha Segu

Employee's Title: Senior Business Development Associate

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INTERVIEWBIT
NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement ("Agreement") is between Ashmitha Segu ("Employee") and InterviewBit Software Services LLP ("Company"). The Agreement is effective as of the day of _____, ("Effective Date").

In consideration of the employment opportunity provided by the Company, the Employee, intends to be legally bound, agrees to the following:

I. **Term of Agreement**. This Agreement is effective on the Effective Date and shall remain throughout the term of Employee's employment with the Company and for a period of 2 years thereafter.

II. **Limitations of this Agreement**. This Agreement is not a contract of employment. Neither Employee nor the Company is obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.

III. **Covenant Not to Compete**. Employee agrees that at no time during the term of their employment with the Company that he or she will engage in any business activity which is competitive with the Company nor work for any company which competes with the Company. For a period of 2 years immediately following the termination of Employee's employment, Employee will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company.

IV. **Non-Solicitation**. During the term of Employee's employment, and for a period of 2 years immediately thereafter, Employee agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Employee induce any other employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

V. **Soliciting Customers After Termination of Agreement**. For a period of 2 year following the termination of the Employee's employment and their relationship with the Company, Employee shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom Employee have called or with whom Employee became acquainted with during the term of their employment, as a direct or indirect result of Employee's employment with the Company.

VI. **Injunctive Relief**. Employee hereby acknowledges (1) that the Company will suffer irreparable harm if Employee should breach their obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Employee breaches any such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

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VII. **Severable Provisions**. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

VIII. **Modifications**. This Agreement may be modified only by a writing executed by both Employee and the Company.

IX. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

X. **Waiver**. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

XI. **Jurisdiction and Venue**. This Agreement is to be construed pursuant to the laws in the State of Karnataka. Employee agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in the State of Karnataka, India without regard to conflict of laws or provisions, for any claim arising out of this Agreement.

Anshuman Singh

Employer's Signature _____

Print Name Anshuman Singh _____ Title Partner _____

The Employee's signature below acknowledges that he or she has read and understands the foregoing Agreement, that Employee agrees to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Employee's Signature _____ Date _____

Print Name Ashmitha Segu _____

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InterviewBit Work Product Assignment

Executive hereby assigns to the Company all of his right, title and interest in and to, and shall disclose promptly to InterviewBit Software Services LLP. (the Company), any and all work product, developments, processes, inventions, ideas and discoveries, and works of authorship developed, discovered, improved, authored, derived, invented or acquired by Executive during the period of his employment by the Company (collectively, "Work Product"), whether or not during business hours, that are either related to the scope of Executive's employment by the Company or make use, in any manner, to the dedicated resources of the Company, and agrees that such Work Product shall be and shall remain the exclusive property of the Company.

The parties hereto understand that the term Work Product includes, but is not limited to, all work product developed, discovered, improved, authored, derived, invented or acquired by Executive that:

1.1.1. Incorporates or reflects any Confidential information,
1.1.2. relates to the business of the Company or the Company's actual or anticipated research and development with respect to Confidential Information, or
1.1.3. results from any work performed by an Executive for the Company.

I agree.

Ashmitha Segu
_____
Name

_____
Signature

IBS® ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Selectiion confirmation: IBS Hyderabad

Sakshi Tiwari /HR NO/ICICIPRU/Delhi <sakshi.tiwari@iciciprulife.com> Wed, Jan 13, 2021 at 3:52 PM
To: "msngoud@ibsindia.org" <msngoud@ibsindia.org>

Dear Mr. Satyanarayana,

The following candidates have been selected from the placement drive at your institution.

S.No	Name of Candidate
1	Namrata Prasad
2	Aprajita
3	Prachi Dhall

CTC details:

Annual Guaranteed Pay : Rs. 525,000

Basic : Rs. 157,500

Supplementary Allowance : Rs. 22,500

Provident Fund[1] : Rs. 21,600

Gratuity : Rs. 7,576

Flexible Compensation Plan : Rs. 3,08,824

Minimum Statutory Bonus : Rs. 7,000

Assured Pay[2] : Rs. 125,000

CTC : Rs. 650,000

1.Provident Fund as a component of AGP refers to employer's contribution to PF

2.Prorated basis Date of Joining

Regards,

Sakshi Tiwari

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"The information contained in this e-mail and any attachments to this message are intended for the exclusive use of the intended recipient and may contain proprietary, confidential or legally privileged information. If you are not the intended recipient, please note that you are not authorised to disseminate, distribute or copy this e-mail or any parts of it or act upon/rely on the contents of this e-mail in any manner. Please notify the sender immediately by e-mail and destroy all copies of this e-mail and any attachments. Please also note that ICICI Bank or its subsidiaries and associated companies,

(collectively"ICICI Group"), are unable to exercise control or ensure or guarantee the integrity of/over the contents of the information contained in e-mail transmissions and that any views expressed in this e-mail are not endorsed by/binding on the ICICI Group unless the sender does so expressly with due authority of ICICI Group. Before opening any attachments please check them for viruses and defects and please note that ICICI Group accepts no liability or responsibility for any damage caused by any virus that may be transmitted by this email. Thank you for your cooperation."

IBS® ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

Selectiion confirmation: IBS Hyderabad

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zenoti

January 12th, 2021

Aman Goel
amangoel10@gmail.com
+919811125871

Dear Aman,

We are pleased to offer you a position with Zenoti India Pvt Ltd. (formerly known as Urenok Software Solutions Private Limited) (the "***Company***"), as a **Product Support Consultant, L-22** as discussed and agreed your first day of employment will be **1st March 2021**. You will receive an annual salary of **Rs 9,50,000** which will be paid monthly in accordance with the Company's normal payroll procedures. [You also will be eligible for a variable pay subject to the company and individual performance. This will be payable bi-annually in lump-sum payments.] Detailed break- attached as annexure – A. You will be reimbursed for all reasonable and properly documented travel, accommodation and other expenses incurred in the exercise of your duties, subject to prior approval by your manager and in accordance with the Company's Travel Policy. Our benefits include a healthy breakfast and lunch every working day, dinner for shift employees, wellness classes like Yoga, Pilates and meditation, flexible working hours, unlimited vacation policy (vacation limited to 15 days during 1st year), generous insurance coverage and much more. You should note that the Company may modify job titles, compensation and benefits from time to time as it deems necessary.

This job requires you to work on our night shifts and is subject to shift assignment as decided by the manager based on business need.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period. As a result, you are free to resign, for any reason or for no reason, upon providing 30 days' advance notice. The Company is free to conclude its employment relationship with you in accordance with federal, state and local law and your Employment Agreement.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal, state and local immigration and employment law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment with the Company. Such documentation must be provided to us within three weeks prior to your date of joining pending which your joining will be deferred.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the

Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, upon joining the company you will be required to confirm by email to the Company's Talent team at talent@zenoti.com or an alternative manner as specified by the Company's Talent team, that you have read and that you understand the Company's Employee Handbook and agree to abide by the policies therein.

As a condition of your employment, you are also required to sign and comply with an Employee Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, non-disclosure of Company proprietary information, and an agreement not to compete with the Company or solicit its service providers following your termination of employment with the Company. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, and (iv) the arbitration shall provide for adequate discovery. Please note that we must receive your signed Employee Agreement on your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter may not be modified or amended except by a written agreement signed by the President of the Company and you. This offer of employment will terminate if it is not acknowledged by **January 13th ,2021**. The terms of this letter are intended to be kept strictly confidential. The law of the State of Telangana will govern this offer letter.

We believe there is greatness in you. And in all of us. And this greatness comes alive when we feel good. We at Zenoti have made it our mission to make everyone we touch feel good, so that the greatness in them is unlocked. And we would like you to join this mission.

We look forward to your favorable reply and to working with you at Zenoti India Pvt Ltd.

Sincerely,

Name: Sudheer Koneru

Title: CEO

Agreed to and accepted:

Signature: _____

Printed Name: _____

Date: _____

Enclosures:

Duplicate Original Letter

Employee Agreement

Zenoti India Private Limited

Q4, 8th floor, Cyber Towers,
Madhapur, Hyderabad - 500 081, Telangana, India.
CIN: U72300TG2015PTC097184

+91 40 4025 4444 | www.zenoti.com | info@zenoti.com

zenoti

ANNEXURE – A

Name: Aman Goel
Designation: Product Support Consultant

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**72,488**	**8,69,850**
Basic	39,583	4,75,000
HRA	15,833	1,90,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	15,871	1,90,450
Reimbursements (B)	**6,679**	**80,150**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,979	23,750
Telephone/Internet Reimbursement	2,500	30,000
Gross Salary (A+B)	**79,167**	**9,50,000**

Variable & Benefits (C)	**13,575**	**1,62,897**
Performance Bonus*	7,917	95,000
Provident Fund	2,005	24,060
Insurance Premium	1,750	21,000
Gratuity	1,903	22,837
CTC (A+B+C)	**92,741**	**11,12,897**

*Calculated @ 10% for 'good contribution'. Highest cap @ 20%

*Performance Bonus calculated basis organization and employee performance and would vary depending on the 2 variables.

Zenoti India Private Limited

Q4, 8th floor, Cyber Towers,
Madhapur, Hyderabad - 500 081, Telangana, India.
CIN: U72300TG2015PTC097184

+91 40 4025 4444 | www.zenoti.com | info@zenoti.com

zenoti

January 12th, 2021

Priya Chauhan
priyachauhan264@gmail.com
+919113601343

Dear Priya,

We are pleased to offer you a position with Zenoti India Pvt Ltd. (formerly known as Urenok Software Solutions Private Limited) (the "***Company***"), as a **Product Support Consultant, L-22** as discussed and agreed your first day of employment will be **1st March 2021**. You will receive an annual salary of **Rs 9,00,000** which will be paid monthly in accordance with the Company's normal payroll procedures. [You also will be eligible for a variable pay subject to the company and individual performance. This will be payable bi-annually in lump-sum payments.] Detailed break- attached as annexure – A. You will be reimbursed for all reasonable and properly documented travel, accommodation and other expenses incurred in the exercise of your duties, subject to prior approval by your manager and in accordance with the Company's Travel Policy. Our benefits include a healthy breakfast and lunch every working day, dinner for shift employees, wellness classes like Yoga, Pilates and meditation, flexible working hours, unlimited vacation policy (vacation limited to 15 days during 1st year), generous insurance coverage and much more. You should note that the Company may modify job titles, compensation and benefits from time to time as it deems necessary.

This job requires you to work on our night shifts and is subject to shift assignment as decided by the manager based on business need.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period. As a result, you are free to resign, for any reason or for no reason, upon providing 30 days' advance notice. The Company is free to conclude its employment relationship with you in accordance with federal, state and local law and your Employment Agreement.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal, state and local immigration and employment law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment with the Company. Such documentation must be provided to us within three weeks prior to your date of joining pending which your joining will be deferred.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the

Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, upon joining the company you will be required to confirm by email to the Company's Talent team at talent@zenoti.com or an alternative manner as specified by the Company's Talent team, that you have read and that you understand the Company's Employee Handbook and agree to abide by the policies therein.

As a condition of your employment, you are also required to sign and comply with an Employee Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, non-disclosure of Company proprietary information, and an agreement not to compete with the Company or solicit its service providers following your termination of employment with the Company. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, and (iv) the arbitration shall provide for adequate discovery. Please note that we must receive your signed Employee Agreement on your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter may not be modified or amended except by a written agreement signed by the President of the Company and you. This offer of employment will terminate if it is not acknowledged by **January 13th ,2021**. The terms of this letter are intended to be kept strictly confidential. The law of the State of Telangana will govern this offer letter.

We believe there is greatness in you. And in all of us. And this greatness comes alive when we feel good. We at Zenoti have made it our mission to make everyone we touch feel good, so that the greatness in them is unlocked. And we would like you to join this mission.

We look forward to your favorable reply and to working with you at Zenoti India Pvt Ltd.

Sincerely,

Name: Sudheer Koneru

Title: CEO

Agreed to and accepted:

Signature: _____

Printed Name: _____

Date: _____

Enclosures:

Duplicate Original Letter

Employee Agreement

Zenoti India Private Limited

Q4, 8th floor, Cyber Towers,
Madhapur, Hyderabad - 500 081, Telangana, India.
CIN: U72300TG2015PTC097184

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ANNEXURE – A

Name: Priya Chauhan
Designation: Product Support Consultant

Salary Break-up

Particulars	Amount INR (Monthly)	Amount INR (Annual)
Fixed Component (A)	**68,425**	**8,21,100**
Basic	37,500	4,50,000
HRA	15,000	1,80,000
Books & Periodicals Allowance	1,000	12,000
Children Education Allowance	200	2,400
Special Allowance	14,725	1,76,700
Reimbursements (B)	**6,575**	**78,900**
Meal Vouchers	2,200	26,400
Leave Travel Allowance	1,875	22,500
Telephone/Internet Reimbursement	2,500	30,000
Gross Salary (A+B)	**75,000**	**9,00,000**

Variable & Benefits (C)	**13,058**	**1,56,695**
Performance Bonus*	7,500	90,000
Provident Fund	2,005	24,060
Insurance Premium	1,750	21,000
Gratuity	1,803	21,635
CTC (A+B+C)	**88,058**	**10,56,695**

*Calculated @ 10% for 'good contribution'. Highest cap @ 20%

*Performance Bonus calculated basis organization and employee performance and would vary depending on the 2 variables.

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Candidate details.

sanchit mittal <sanchit.mittal@byjus.com> Thu, Apr 8, 2021 at 12:02 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith

As requested by you for your official record, we have selected Rachita Khandelwal and Shivani Kulkarni from IBS Hyderabad as Executive Trainee- HRBP with a CTC of 7 (Fixed) + 1 (Variable).

Regards
Sanchit
[Quoted text hidden]
--
Regards,
Sanchit Mittal
Manager- HR

M: +91 8058404451

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The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Candidate details.

sanchit mittal <sanchit.mittal@byjus.com> Thu, Apr 8, 2021 at 12:02 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith

As requested by you for your official record, we have selected Rachita Khandelwal and Shivani Kulkarni from IBS Hyderabad as Executive Trainee- HRBP with a CTC of 7 (Fixed) + 1 (Variable).

Regards
Sanchit
[Quoted text hidden]
--
Regards,
Sanchit Mittal
Manager- HR

M: +91 8058404451

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The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

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Anwesha Chanda, you are signed in.
My Account Options

Sign Out

JOB SEARCH

MY JOBPAGE

OFFERS

Offer Letter

Printable format

Please consider this offer and respond electronically.

STRICTLY PRIVATE & CONFIDENTIAL

August 20, 2021

Anwesha Chanda

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Agartala, West Tripura

Tripura

SUBJECT: APPOINTMENT LETTER

Dear Anwesha,
Thank you for investing your time to pursue an opportunity with Schneider Electric.
With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".
You are requested to report on **October 4, 2021**. In case you do not report by this date, this appointment letter shall stand withdrawn.
The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric

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site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in

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A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary

You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)

You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance

You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**

The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the

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company.The performance incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

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Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will

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achievement).

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Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance

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provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

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EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

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We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Anwesha Chanda, hereby authorize Schneider Electric India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Schneider Electric India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition

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access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Schneider Electric India Private Limited or for immediate discharge/termination from Schneider Electric India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____

Signature of Employee Date

Thanking you,

Yours Sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

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I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature

_____

Date: _____

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ANNEXURE - A

E M O L U M E N T S

Name: Anwe

Designation:I

The Company

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Grade.

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The organizat

Runita Verma

Director - TAM

Accepted by: Anwesha

Signature:

Date:

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ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

Schneider Electric Eligibility Criteria for University Hires

As specified in the job description from Schneider Electric and communicated to your college/university, our offer of employment is ‘conditional’ upon you clearing your final exams and meeting the Schneider Electric Eligibility Criteria for University Hires as below:

a. Securing an aggregate of 65 percent across all of your subjects;

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exams are yet to be cleared either because of failures in earlier attempts or absenteeism; and

c. You being able to produce a Provisional Degree Certificate as proof of completion of your Engineering Degree;

d. and any/all other requirements advised to you in your offer of employment.

Should you fail to meet such requirements at this stage or post joining, unless otherwise specifically waived by Schneider Electric India Private Limited, your offer of employment shall be stand automatically revoked/canceled with no further consequences to Schneider Electric India Private Limited.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of

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service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

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depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

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You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **9** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive formal written communication regarding extension in your probation on or before your confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The

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discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice. As part of your service agreement, you would have to serve a minimum of **2** years in The Company; failing which, you would have to pay a sum of INR 2,00,000 to The Company.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You

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which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade

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strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior

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may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain

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not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all

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such inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company's business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be

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interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,

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payment or benefit to any person or organization in exchange for obtaining any contract or orders,

- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,

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reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,

- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES-

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status,

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or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of

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timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's

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that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

Your services can be terminated by giving a mandatory **three** (**3**)

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any other service conditions or service bond(s) executed by you. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the Notice Period and no leave can be adjusted against the Notice Period unless the same is approved in writing by the undersigned. The balance leave days would be subject to encashment as per the prevailing Rules of the Company. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, Company may elect to relieve the employee any time during the stipulated Notice Period without any additional

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the period not served. Termination of services due to integrity reasons will be done without serving any Notice Period and shall not entertain settlements of any kind of payments or dues by the Company.On resignation you are expected to serve your full notice period, and any payment in lieu of the same can be considered only at the discretion of the management. Also in the case where employee leaves the services of the Company before completion of one year of service from the date of joining, the amounts paid to the employee towards Notice Pay paid to his previous employer as well as Relocation Expenses and Joining Bonus (if applicable) will be recovered in full from the employee.

Incase of abscondment from service, the management retain the right to initiate legal action as may be deemed appropriate.

MISCELLANEOUS

1. You will in all respects be governed by the rules and

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applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.

2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information

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incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.

5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.
6. Schneider, in the event of circumstances/ factors beyond its control, reserves the right to

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and/or revoke this appointment letter, the contents thereof and/or including but not limited to any of the annexures/appendices therein at any point of time. It is further clarified that such addition /alteration/amendment/ revocation, if at all, may be made at any time by Schneider irrespective of whether this appointment letter as issued originally, has been accepted by you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the

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acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,

Yours sincerely,

For and on behalf of

Schneider Electric India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have

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HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature:

Date:

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer Response

Do Not E-Sign Until You Have Read The Above Offer

- (●) Accept the offer
- ( ) Refuse the offer

Full Name *

Chanda, Anwesha

Please enter your 'Last Name' to validate the Response *

Submit Cancel

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OK

Careers

Data Privacy and Cookies Policy

Privacy Notice

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

OFFER LETTER

Sub: Offer Letter ("Agreement")

Dear Saieshwar Jagannath Alva

Congratulations! With reference to your application and the subsequent interview you had with us, we are pleased to offer you a role in the "Business Development **Department**" as "Senior Business Development Associate" at InterviewBit Software Services LLP (the "**Company**"). Your job location will be **Bengaluru.**

The proposed start date of your appointment at InterviewBit Software Services LLP is 24 Feb 2021 on the following terms and conditions

1. Employment

1.1. Your employment will be effective upon your signing of this letter which shall be provided to you for signature on your first day of employment **(on or before** 24 Feb 2021 **)**. All your service benefits will be effective on the Joining Date.

1.2. This letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approval, if any. Your employment is based upon the information and declarations provided by you.

1.3. Upon signing this agreement, you represent and warrant that you have and shall comply with all applicable laws of India and are free to enter into this Agreement and that you will comply with all terms and conditions contained in this agreement and that the conditions contained herein are not in conflict with the provisions of any other contract and/or agreement to which you are a party or by which you are bound.

1.4. You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.

1.5. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.

1.6. Your job responsibilities will be assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to your manager in connection with such responsibilities. You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.

1.7. The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you will be notified of the changes by way of a general notice to all the employees and any such change will take effect from the date of notice.

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1.8. Your normal working hours shall be from 10AM to 6PM, inclusive of one hour of lunch break. However, the Company reserves the right to make any changes in the work-days, hours of work and the beginning and ending times of your shifts and you will be notified by way of a general notice to all the employees and any such change will take effect from the date of notice. The Company may require that you work different or additional hours and the days of the week may also fluctuate to accommodate the needs of the business.

1.9. The Company's annual leave runs from 1st January to 31st December segregated into Earned leave, Sick Leave, Casual Leave and holidays. Leaves will be governed in accordance with the Leave Policy of the Company, as modified and amended from time to time.

1.10. The nature of your employment is permanent; however, you will be on probation for **90 days** ("Probation Period"). The Company reserves the right to extend the probationary period for a further period at its sole discretion if your work and progress are not found satisfactory. The Company at its discretion may confirm your services anytime during the course of or at the end of the probationary period initially fixed or subsequently extended. During the Probation Period, your services can be terminated at the sole discretion of the Company without stating cause for such termination. In the event of such termination Company will pay you for the days you were employed. During the Probation Period you may terminate your services with Company by providing 1 (one) month written notice failing which Company reserves the right to withhold and/ or deduct money equal to your 1 (one) month's pay.

1.11. Your compensation details are attached in Annexure 1

2. Location

2.1. You shall normally work at our Bangalore office. However, at any time the Company regards it is necessary for the purpose of its business, the Company may require you to travel/work/transfer from your normal place of work and/or from your current department/unit to another place of work and/or department/unit either existing or to be set in future, anywhere, purely at the discretion of the Company. On such transfer you will be governed by the rules and regulations and other working/service conditions as applicable to the place of posting.

3. Joining Documents

3.1. At the time of joining you are required to submit the following documents

3.1.1. Copy of PAN Card
3.1.2. Copy of Aadhar Card
3.1.3. Copy of Address Proof (Passport/Voter ID Card/Driving License)
3.1.4. Copies of all educational certificates (10th, 12th, UG and PG)
3.1.5. Copies of relieving and experience letter
3.1.6. Signed copy of Non-Disclosure agreement
3.1.7. Signed copy of Non-Compete and Non-Solicitation Agreement
3.1.8. Signed copy of Work Product Assignment

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4. Termination

4.1. Your employment is subject to termination by the Company giving 2 (two) months' notice. The Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not even bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.2. Notwithstanding the information above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice) in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you commit a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency, or any allegation or conviction for any criminal offense, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company. (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or (viii) misconduct by you as provided under the labour laws and/or in the Company's policies.

4.3. You may also terminate your employment with the Company giving 2 (two) months' prior written notice to the Company. Further the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the unexpired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.4. Your age of retirement will be 60 (sixty) year. The Company, however, reserves the right to retire your services upon attaining the age of superannuation or earlier if you are not found physically or mentally fit.

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5. Confidentiality

5.1. You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorised officer of the Company.

5.2. Any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in anyway affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

5.3. You acknowledge and agree that, as a result of the nature of the Company's business and the nature of your services to the Company, you have been and will come into contact with and will have access to and learn various technical and non-technical information, plans, programs, customers and mailing list, trade secrets, and other confidential information which are the property of the Company. Such trade secrets, plans, programs, list and other confidential proprietary information include but are not limited to finance and sales plan, sales figure, clients, potential clients, methods, procedure, programs and other means used by the Company in the conduct of its business. You will not during your employment with the Company or anytime thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret process, trade secrets, data and material and knowledge mentioned above, which may come to your knowledge during the course of your employment. You will maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual property, software process, technical knowhow, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the Company whether confidential or otherwise, patented or not patented, operational, technical or financial either pertaining to the Company or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed wither tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc. to anyone else without the prior written approval of the Company. It is absolutely at the discretion of the Company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.

5.4. You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict or interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during you employment in the Company immediately upon such interest or circumstances arising.

5.5. You will be required to execute a Non-Compete and Non-Solicitation agreement, Non-Disclosure agreement and Work Product Assignment with the Company before commencing employment. Copy of these agreements are included with this letter.

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6. Transfer of Personal Data

6.1. You hereby expressly consent to the processing, including collection, use and local and international transmission of databases within the Company's group or third party contractors managing such data on Company's behalf of your personal data provided to the Company for employment and/or business purposes. You explicitly consent that your personal data can be transferred to outside of the country. You may request and obtain access to your own personal data (where collected), and correct or delete such data (where appropriate). You hereby waive any claims arising out of transfer of your personal data and covenants that you shall not institute any action of any nature, in any administrative or judicial forum, against the Company, its officer or employees or any other party.

7. Severability and Non-Waiver

7.1. In the event, that any of the clauses of this Agreement shall be deemed or determined to be in breach of any law, rule or regulation or otherwise unenforceable, such determination shall not affect any of the other clauses of this agreement and such other clauses shall remain in full force and effect

7.2. Any waiver by the Company of the breach of any provision of this agreement by the Employee, or any failure of the Company to take any action against any other employees for similar breach(s) on their part, shall not operate or be construed as the waiver of any subsequent breach by the employee.

8. Code of Conduct

8.1. You will adhere to the Company's policies and Code of Conduct which may be changed or revised from time to time. The HR Department will make available to you copies of these documents and you should review prior to acceptance of our offer. The Company reserves the right to terminate your employment without any reason or notice on receiving any information on your violation of the Company's policies or Code of Conduct.

8.2. Further you agree to abide by all Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

9. General

9.1. All matters which are not provided for in this agreement are governed by the Company's Policies and relevant labor related laws

9.2. In case you cause any monetary damage to the Company due to your wilful misconduct or negligence, you shall be charged for it.

9.3. All notices required or permitted to be given shall be in writing and delivered personally, by e-mail or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement.

9.4. Further, the Company's policies are part of this offer of employment and you will have to sign and abide strictly by the Company's code of conduct in all business transactions, including protection of Company assets, conflict of interest, relations with vendors and other policy guidelines. A copy of such policies will be provided upon your request.

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

9.5. If you are absent from your duties without prior written permission or notification for 10 (ten) consecutive workdays, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.

9.6. This letter shall be subject to the laws of India. Any disputes differences or claims under or in relation to your employment or this letter and any subsequent matter shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by the Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have jurisdiction to try any disputes in relation to this letter and any consequent matters.

Yours sincerely,

Anshuman Singh

Signature

Co-Founder, InterviewBit Software Services LLP
Date: _____

Confirmation and Acceptance

I, "Saieshwar Jagannath Alva", hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

_____
Name: Saieshwar Jagannath Alva
Date:

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InterviewBit

InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

ANNEXURE 1: COMPENSATION DETAILS

	Annual (in INR)
Base Salary (A)	9,50,000
Performance Bonus (B)	-
Total Annual Salary (A+B)	**9,50,000**
Benefits	
Company's Contribution to Provident Fund	21,600
Gratuity	27,417
Family Insurance Premium	24,000
Meals* (applicable post Covid-19, once we are back in office)	72,000
Phone Bonus	18,000
Total Benefits (C)	**163,017**
Total Cost to Company (CTC)	**11,13,017**

Important: *Please note that any benefits mentioned herein may be modified, rescinded or withdrawn by InterviewBit, at its sole discretion, with or without notice at any given point of time*

ANNEXURE 2: SUMMARY OF BENEFITS

Particulars	Explanation
Leave Entitlement	Employees are eligible for 41 days of paid leave per calendar year segregated into EL, CL, SL and Holidays. Additional Leave entitlements includes Maternity, Paternity, Marriage and Bereavement leave
Meals	InterviewBit provides sumptuous meal options to its employees. An estimated cost of Rs 72,000 is spent per employee on meals
Flexible Working Hours	InterviewBit provides a flexible work environment to its employees.
Group Health Insurance	Group Hospitalization Insurance of a total of Rs. 500,000 per family is available
Group Personal Accident Insurance	InterviewBit also [provides Group Personal Accident Insurance

Confirmation and Acceptance

I, Saieshwar Jagannath Alva, hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

_____

Name: Saieshwar Jagannath Alva

Date:

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Non-Disclosure Agreement

This Non-disclosure and confidentiality agreement (the "**Agreement**") is made this _____, ("**Effective Date**") by and between:

InterviewBit Software Services LLP, a company incorporated under the laws of India, having its registered office at 4th Floor, EB-02, Office no 436, Amanora Chambers, Amanora Park Town, Hadapsar, Pune, Maharashtra - 411028 (hereinafter referred to as the "**Disclosing Party**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the **ONE PART**

AND

I Saieshwar Jagannath Alva , son/daughter of _____, resident of_____
_____
(hereinafter referred to as the "**Receiving Party**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its legal heirs, administrators and permitted assigns) of the **OTHER PART**

(The Disclosing Party and the Receiving Party shall hereinafter individually referred to as "Party" and collectively as "Parties")

WHEREAS:

A. The Parties are proposing to enter into the following transaction:

Employment as a _____ ("**Proposed Transaction**")

B. The Disclosing Party is disclosing the Confidential Information (as defined hereunder) to the Receiving Party for the following purpose:

Employment.

C. The Receiving Party is required to execute a non-disclosure agreement to protect the information of the Disclosing Party. Accordingly, the Parties wish to enter into this Non-Disclosure Agreement whereby the Receiving Party agrees to treat as confidential, all the Confidential Information (as defined hereunder) provided by the Disclosing Party/acquired from the Disclosing Party, on the terms and conditions mentioned hereunder.

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NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

CLAUSE 1 DEFINITIONS

"Confidential Information" for the purpose of this Non-Disclosure Agreement shall mean all the information and documents disclosed or submitted, orally, in writing, or by any other media (whether designated as confidential or not), by the Disclosing Party, either directly or indirectly (including through its group companies or agents), to the Receiving Party or any of its affiliated corporations or any of its authorized employees, officers or directors, and such information and documents includes without limitation:

(a) the terms of any agreement between the Disclosing Party and the Receiving Party;

(b) the fact that discussions are taking place between the Parties;

(c) all technical and business information, whether written, oral or graphic, including without limitation:

- financial plans and records, ideas, business plans and strategies, relationships with third parties, information relating to suppliers, founders, employees, and affiliates, business channels data, material, products;

- technical data, know-how, research, formulae, processes, methods, technology, IT systems, computer software programs and descriptions of functions and features of software, source code, computer hardware designs, techniques;

- present and proposed products, trade secrets, designs, drawings, trademarks, patents, prototypes, samples, products, product plans, specifications, manuals, equipment, engineering, unpublished patent applications, research-in-progress, work-in-progress, prototypes;

- advertising programs, planning and merchandising strategies, marketing, pricing, sales, marketing information, facilities, services, customers, customer lists and information or other unpublished information related to customers, marketing plans, market development, inventions, financial information, negotiations, discussion, ideas, manufacturing techniques, and the like;

- information which is generated by the Receiving Party in connection with the purpose for which the confidential information is received under this Agreement or otherwise.

- any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable

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of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

Without limiting the above, Confidential Information shall also include information that the Receiving Party knows or reasonably should know under the circumstances surrounding its disclosure, and is confidential to the Disclosing Party.

CLAUSE 2 DUTY AS TO CONFIDENTIALITY

The Receiving Party acknowledges and agrees that the Confidential Information has been developed or obtained by the Disclosing Party by investment of a significant amount of time, effort and/or expense and the Confidential Information is a valuable, special and unique asset of the Disclosing Party and needs to be protected from improper disclosure.

The Receiving Party will use Confidential Information of the Disclosing Party solely for the purpose of work assigned during employment with InterviewBit Software Services LLP, and shall keep it secure and confidential, and will not, except as set forth in Clause 4 (Exceptions), disclose any of the Disclosing Party's Confidential Information in any manner whatsoever.

In consideration of the opportunity granted to the Receiving Party to enter into the Proposed Transaction with the Disclosing Party, the Receiving Party hereby agrees as follows:

a) To hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials);

b) You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorized officer of the Company.

c) Not to divulge any such Confidential Information or any information derived there from to any third person, unless a prior written consent is obtained from the Disclosing Party;

d) Not to use the Confidential Information, at any time, directly or indirectly, to procure a commercial advantage over, or do anything in any manner whatsoever, which is detrimental to the business or activities of the Disclosing Party, any of its affiliated companies or any of its directors and employees;

e) Not to copy or reverse engineer any such Confidential Information;

f) Not to use whether directly or indirectly or turn to its advantage in any way or profit from the use of the Confidential Information or any part thereof at any time; and

g) To use the Confidential Information only for purpose as specified above and in accordance with the terms of this Agreement.

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h) You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during your employment in the Company immediately upon such interest or circumstances arising.

CLAUSE 3 EFFECTIVE DATE

The obligations of the Receiving Party in respect of confidentiality as provided above shall commence from the Effective Date and the Receiving Party shall solely be responsible for compliance by such representatives with the foregoing obligations of confidentiality.

CLAUSE 4 EXCEPTIONS

Confidential Information shall not include information that is (i) publicly available, (ii) already in the Receiving Party or its Representatives' possession at the time of disclosure by the Disclosing Party, (iii) available to the Receiving Party or its Representatives, to the Receiving Party's knowledge, on a non-confidential basis, or (iv) independently developed by the Receiving Party or any of its Representatives.

The Receiving Party may make disclosures required by law or court order provided the Receiving Party: (a) uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order; and (b) gives immediate written notice to the Disclosing Party regarding such requirement and allows the Disclosing Party to participate in the proceedings.

CLAUSE 5 RETURN OF INFORMATION (same as previous document)

Upon: (a) receiving a written request by the Disclosing Party; or (b) termination of the discussions or arrangements between the Disclosing Party and Receiving Party (for any reason whatsoever), the Receiving Party shall forthwith deliver to the Disclosing Party (without retaining copies thereof) all Confidential Information comprised in whatever form or media such as but not limited to; documents, proposals, photographs, film, video, maps, tapes, discs, computer hardware and software, which is in the Receiving Party's possession or under the Receiving Party's control in any way and the results thereof or the business of the Disclosing Party or its related or affiliated entities or joint venture partners or projects.

The Receiving Party understands that nothing herein:

a) Requires the disclosure of any Confidential Information of the Disclosing Party; or

b) Requires the Disclosing Party to proceed with any transaction or relationship.

CLAUSE 6 DURATION

The obligation under this agreement shall subsist throughout the term of the Proposed Transaction and shall thereafter continue for a period of 2 years after the expiry of or early termination of the Proposed Transaction.

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CLAUSE 7 DISCLOSURE OF RELATIONSHIP

Receiving Party shall not disclose the fact they have engaged in discussions with the Disclosing Party in connection with the Proposed Transaction or the name of the Disclosing Party or any information relating to the Disclosing Party's business in connection therewith to any third parties (other than its Representatives and as necessary to comply with Law) without the consent of the Disclosing Party. Notwithstanding anything contained herein, Receiving Party shall not in any manner disclose to any third parties or use for its marketing or internal purposes any information that it receives or comes across during the course of discussions with the Disclosing Party including without limitation information pertaining to the business or customers or employees of the Disclosing Party. Any such information shall only be used to evaluate the Proposed Transaction with the Disclosing Party.

CLAUSE 8 REMEDIES

The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief including injunctive relief in addition to whatever remedies it might have at law. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

CLAUSE 9 WARRANTIES

The Disclosing Party represents and warrants that the information provided to the Receiving Party is true and correct to the best of knowledge of the Disclosing Party.

CLAUSE 10 INDEMNITY

The Receiving Party hereby agrees to indemnify and hold the Disclosing Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to breach of this Non-Disclosure Agreement by the Receiving Party.

CLAUSE 11 SEVERABILITY

If any provision of this Non-Disclosure Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Non-Disclosure Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Non-Disclosure Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

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CLAUSE 12 ENTIRE AGREEMENT

This Non-Disclosure Agreement along with the following document: Employment agreement between the Parties constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

CLAUSE 13 NO OTHER RIGHTS GRANTED

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the proposed relationship between the parties. The Receiving Party shall not receive any intellectual property rights in the Confidential Information other than a limited right to use the Confidential Information for the purposes specified in this Agreement. All intellectual property rights shall continue to vest with the Disclosing Party. The Disclosing Party shall retain all title, interest and rights and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

CLAUSE 14 AMENDMENTS

Any change, alteration, amendment, or modification to this Non-Disclosure Agreement must be in writing and signed by authorized representatives of both the Parties.

CLAUSE 15 DISPUTE RESOLUTION

Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

The courts in Bangalore, Karnataka shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement.

If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

CLAUSE 16 INDEPENDENT PARTIES

Nothing contained or implied in this letter creates a joint venture or partnership between the Parties or makes one party the agent or legal representative of the other party for any purpose.

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CLAUSE 17 EXCLUSIVITY

For a period of 2 years, the Parties shall not enter into discussions with third parties for transactions which are similar to the Proposed Transaction.

CLAUSE 18 ASSIGNMENT

This Agreement shall not be assignable by the Receiving Party without prior written consent of the Disclosing Party. The Disclosing Party may assign the agreement.

CLAUSE 19 ANNOUNCEMENTS

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

CLAUSE 20 NOTICES

Except as otherwise specified in this Non-Disclosure Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Non-Disclosure Agreement shall be in writing and shall be deemed given when sent to the address specified below.

In the case of Disclosing Party:

Attention: Anshuman/Abhimanyu, Partner

Address: 4th Floor, EB-02, Office no.436, Amanora Chambers, Amanora Park Town,Hadapsar,

Pune, Maharashtra - 411028

The Receiving Party

Attention: Saieshwar Jagannath Alva

Address: _____

_____

Either Party may change its address for notification purposes by giving the other Party 10 (ten) days' notice of the new address and the date upon which it will become effective.

CLAUSE 21 NON SOLICITATION

A Party shall not for a period of 2 years from the Effective Date solicit the clients or customers of the other Party ("**Existing Party**") to supply goods or services to them of the same or similar type as provided by the Existing Party.

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CLAUSE 22 TERMINATION

This Agreement shall not be terminated by the Receiving Party for any reason whatsoever. The Disclosing Party may terminate this Agreement upon the following period: 3 months written notice to the Receiving Party. Termination of this Agreement will not prejudice any rights of the parties or terminate any obligations of confidentiality in respect of the Confidential Information existing prior to termination. Provided, further that the obligations of the Receiving Party under this Agreement shall always remain in effect for a period of 2 years from the expiry or termination of this Agreement.

CLAUSE 23 GOVERNING LAW

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Anshuman Singh

InterviewBit Software Services LLP

By: Anshuman Singh

Partner

Employee's Signature: _____

Employee's Name: Saieshwar Jagannath Alva

Employee's Title: _____

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INTERVIEWBIT
NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement ("Agreement") is between Saieshwar Jagannath Alva ("Employee") and InterviewBit Software Services LLP ("Company"). The Agreement is effective as of the day of _____, ("Effective Date").

In consideration of the employment opportunity provided by the Company, the Employee, intends to be legally bound, agrees to the following:

I. **Term of Agreement**. This Agreement is effective on the Effective Date and shall remain throughout the term of Employee's employment with the Company and for a period of 2 years thereafter.

II. **Limitations of this Agreement**. This Agreement is not a contract of employment. Neither Employee nor the Company is obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.

III. **Covenant Not to Compete**. Employee agrees that at no time during the term of their employment with the Company that he or she will engage in any business activity which is competitive with the Company nor work for any company which competes with the Company. For a period of 2 years immediately following the termination of Employee's employment, Employee will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company.

IV. **Non-Solicitation**. During the term of Employee's employment, and for a period of 2 years immediately thereafter, Employee agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Employee induce any other employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

V. **Soliciting Customers After Termination of Agreement**. For a period of 2 year following the termination of the Employee's employment and their relationship with the Company, Employee shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom Employee have called or with whom Employee became acquainted with during the term of their employment, as a direct or indirect result of Employee's employment with the Company.

VI. **Injunctive Relief**. Employee hereby acknowledges (1) that the Company will suffer irreparable harm if Employee should breach their obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Employee breaches any such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

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VII. **Severable Provisions**. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

VIII. **Modifications**. This Agreement may be modified only by a writing executed by both Employee and the Company.

IX. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

X. **Waiver**. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

XI. **Jurisdiction and Venue**. This Agreement is to be construed pursuant to the laws in the State of Karnataka. Employee agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in the State of Karnataka, India without regard to conflict of laws or provisions, for any claim arising out of this Agreement.

Anshuman Singh

Employer's Signature _____

Print Name Anshuman Singh _____ Title Partner _____

The Employee's signature below acknowledges that he or she has read and understands the foregoing Agreement, that Employee agrees to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Employee's Signature _____ Date _____

Print Name Saieshwar Jagannath Alva

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InterviewBit Work Product Assignment

Executive hereby assigns to the Company all of his right, title and interest in and to, and shall disclose promptly to InterviewBit Software Services LLP. (the Company), any and all work product, developments, processes, inventions, ideas and discoveries, and works of authorship developed, discovered, improved, authored, derived, invented or acquired by Executive during the period of his employment by the Company (collectively, "Work Product"), whether or not during business hours, that are either related to the scope of Executive's employment by the Company or make use, in any manner, to the dedicated resources of the Company, and agrees that such Work Product shall be and shall remain the exclusive property of the Company.

The parties hereto understand that the term Work Product includes, but is not limited to, all work product developed, discovered, improved, authored, derived, invented or acquired by Executive that:

1.1.1. Incorporates or reflects any Confidential information,
1.1.2. relates to the business of the Company or the Company's actual or anticipated research and development with respect to Confidential Information, or
1.1.3. results from any work performed by an Executive for the Company.

I agree.

Saieshwar Jagannath Alva
_____
Name

_____
Signature

vedanta
transforming elements

sterlite copper

Name: Mounika Gurumoorthy

Date: 13.01.2021

Dear ~~Mr~~/Ms: Mounika Gurumoorthy

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of **Management Trainee** at Total Target Remuneration of **INR 13 Lakhs** per annum (Refer Annexure 1 for details).

A detailed Offer cum Appointment Letter will be issued to you post completion of our entire recruitment procedure for hiring Management Trainees. The place of posting and reporting date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Reference Checks & fulfilling the following eligibility criteria:

Eligibility Criteria for Final Placement Process- MBA Batch 2019 -20:

- 60% throughout in 10th, 12th, Graduation and Post-Graduation, without any backlogs at the time of selection and joining
- Should have done B.E / B.Tech and MBA / PGDM.
- For students with MBA / PGDM in HR, Graduation in any discipline is allowed.
- For students with MBA/ PGDM in Finance, Graduation in B.Com/B.Tech/ CA.
- No other gap in regular course of studies is allowed. Not more than 1 year of gap between either 12th & Graduation or between Graduation & Post Graduatjon.
- Max 2 years' experience Post Graduation can be included

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates – X, XII, UG/PG, additional qualifications (If any)
- Proof of your Date of Birth
- 5 Passport size photographs
- PAN Card

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,

Authorized Signatory

Vedanta Limited
Sterlite Copper: SIPCOT Industrial Complex, Madurai Bypass Road, Thoothukudi (Tamil Nadu) - 628 002
T : +91-461 424 2591 F: +91-461 424 2829 | Website: www.vedantalimited.com

Registered Office: 1st Floor, 'C' Wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (E), Mumbai (Maharashtra) - 400 093
CIN: L13209MH1965PLC291394

Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 13.01.2021

Name	Mounika Gurumoorthy
Company / Business Unit	Vedanta Limited
Position / Title	Management Trainee
Training Period	6 Months
Probation Period	6 Months (Associate Manager (M6))
Confirmation	Post 12 months

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	**Particulars**	**Amount (INR) Per Annum**	**Notes**
I	**Basic**	2,89,800	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
II	**House Rent Allowance ("HRA")**	1,15,920	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 40% of the Basic pay. HRA is an allowance and is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
III	**Personal Allowance**	3,26,161	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	**Statutory Bonus**	57,960	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
V	**Uniform Allowance**	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred on purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	**Conveyance Allowance ("CA")**	19,200	Conveyance Allowance is paid on a monthly basis. It is paid to meet the conveyance expense of an employee. CA is exempted U/S 10(14), rule 2BB up to Rs. 1600 /- per month.
VII	**Vehicle Maintenance Allowance**	21,600	Vehicle Maintenance Allowance is paid on a monthly basis It is paid to meet the vehicle maintenance expense of an employee. It is taxable.

#	Particulars	Amount (INR) per annum	Remarks
VIII	Leave Travel Allowance ("LTA")	24,150	Leave Travel Allowance is a reimbursement for travel within India. It is governed by IT Act where one can claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday.
IX	Medical	15,000	Reimbursement of medical expenses actually incurred by an employee for his / her medical treatment or the treatment of any member of the family up to Rs. 15,000 per annum is not treated as a taxable perquisite upon submission of bills.
X	Provident Fund ("PF")	34,776	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
XI	Gratuity	13,933	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
XII	Mediclaim Policy	14,500	Covered under insurance scheme as per company policy. Coverage as per floating policy. Maximum coverage as per policy is INR 6 Lacs. **This component is not cashed out.**
XII	Personal Accident Insurance	5,000	Covered under accident insurance scheme as per company policy. Coverage for self only. Maximum coverage as per policy is INR 15 Lacs. **This component is not cashed out.**
Fixed Pay		**9,50,000**	**Sum of all above**
Performance Pay Scheme *(As currently applicable and subject to change as per company rules from time to time)*			
Target Annual Performance Pay		**3,50,000**	The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax. 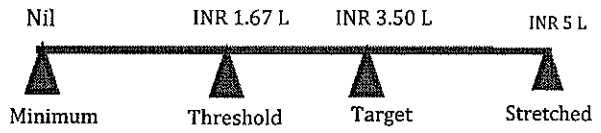
Total Target Remuneration		**13,00,000**	
Production Incentive		**50,000**	You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the Scheme in Vogue (subject to Company Policy) up to a maximum of INR 50,000 .This is not applicable in Corporate and Non Unit Locations.

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

1. 100% compliance of company's rules, regulations, code of conduct and Group Values

For Vedanta Limited

Authorized Signatory

The provisions of this offer of employment have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of resignation with my present employer and subsequent communication of the same to you along with the date of joining.

[NAME]

[SIGNATURE]

[DATE]

Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises:

1. C.B.C. with E.S.R.
2. Blood Group
3. Urine Complete
4. Blood Sugar – F/PP
5. X-Ray chest P.A.
6. E.C.G.
7. S.G.P.T./ S.G.O.T.
8. Urea
9. Creatinine
10. Lipid Profile

- In case you undergo Medical Fitness tests by a certified Medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.
- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final.
- The medical charges for above will be reimbursed to you subject to a maximum of Rs.2000/- at the time of your joining on production of original bills. If declared medically unfit, the original bills can be sent to us for reimbursement.

Authorized Signatory

vedanta
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sterlite copper

Name: Varun Kurup

Date: 13.01.2021

Dear Mr/~~Ms~~: Varun

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of **Management Trainee** at Total Target Remuneration of **INR 13 Lakhs** per annum (Refer Annexure 1 for details).

A detailed Offer cum Appointment Letter will be issued to you post completion of our entire recruitment procedure for hiring Management Trainees. The place of posting and reporting date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Reference Checks & fulfilling the following eligibility criteria:

Eligibility Criteria for Final Placement Process- MBA Batch 2019 -20:

- 60% throughout in 10th, 12th, Graduation and Post-Graduation, without any backlogs at the time of selection and joining
- Should have done B.E / B.Tech and MBA / PGDM.
- For students with MBA / PGDM in HR, Graduation in any discipline is allowed.
- For students with MBA/ PGDM in Finance, Graduation in B.Com/B.Tech/ CA.
- No other gap in regular course of studies is allowed. Not more than 1 year of gap between either 12th & Graduation or between Graduation & Post Graduation.
- Max 2 years' experience Post Graduation can be included

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates – X, XII, UG/PG, additional qualifications (If any)
- Proof of your Date of Birth
- 5 Passport size photographs
- PAN Card

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,

Authorized Signatory

Vedanta Limited
Sterlite Copper: SIPCOT Industrial Complex, Madurai Bypass Road, Thoothukudi (Tamil Nadu) - 628 002
T : +91-461 424 2591 F: +91-461 424 2829 | Website: www.vedantalimited.com

Registered Office: 1st Floor, 'C' Wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (E), Mumbai (Maharashtra) - 400 093
CIN: L13209MH1965PLC291394

Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 13.01.2021

Name	Varun Kumar
Company / Business Unit	Vedanta Limited
Position / Title	Management Trainee
Training Period	6 Months
Probation Period	6 Months (Associate Manager (M6))
Confirmation	Post 12 months

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	**Particulars**	**Amount (INR) Per Annum**	**Notes**
I	**Basic**	2,89,800	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
II	**House Rent Allowance ("HRA")**	1,15,920	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 40% of the Basic pay. HRA is an allowance and is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
III	**Personal Allowance**	3,26,161	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	**Statutory Bonus**	57,960	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
V	**Uniform Allowance**	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred on purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	**Conveyance Allowance ("CA")**	19,200	Conveyance Allowance is paid on a monthly basis. It is paid to meet the conveyance expense of an employee. CA is exempted U/S 10(14), rule 2BB up to Rs. 1600 /- per month.
VII	**Vehicle Maintenance Allowance**	21,600	Vehicle Maintenance Allowance is paid on a monthly basis It is paid to meet the vehicle maintenance expense of an employee. It is taxable.

#	Particulars	Amount (INR) per annum	Remarks
VIII	**Leave Travel Allowance ("LTA")**	24,150	Leave Travel Allowance is a reimbursement for travel within India. It is governed by IT Act where one can claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday.
IX	**Medical**	15,000	Reimbursement of medical expenses actually incurred by an employee for his / her medical treatment or the treatment of any member of the family up to Rs. 15,000 per annum is not treated as a taxable perquisite upon submission of bills.
X	**Provident Fund ("PF")**	34,776	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
XI	**Gratuity**	13,933	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
XII	**Mediclaim Policy**	14,500	Covered under insurance scheme as per company policy. Coverage as per floating policy. Maximum coverage as per policy is INR 6 Lacs. **This component is not cashed out.**
XII	**Personal Accident Insurance**	5,000	Covered under accident insurance scheme as per company policy. Coverage for self only. Maximum coverage as per policy is INR 15 Lacs. **This component is not cashed out.**
Fixed Pay		**9,50,000**	**Sum of all above**
Performance Pay Scheme *(As currently applicable and subject to change as per company rules from time to time)*			
Target Annual Performance Pay		**3,50,000**	The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax. 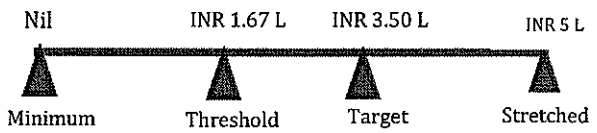
Total Target Remuneration		**13,00,000**	
Production Incentive		**50,000**	You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the Scheme in Vogue (subject to Company Policy) up to a maximum of INR 50,000 .This is not applicable in Corporate and Non Unit Locations.

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

1. 100% compliance of company's rules, regulations, code of conduct and Group Values

For Vedanta Limited

Authorized Signatory

The provisions of this offer of employment have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of resignation with my present employer and subsequent communication of the same to you along with the date of joining.

[NAME]

[SIGNATURE]

[DATE]

Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises:

1. C.B.C. with E.S.R.
2. Blood Group
3. Urine Complete
4. Blood Sugar – F/PP
5. X-Ray chest P.A.
6. E.C.G.
7. S.G.P.T./ S.G.O.T.
8. Urea
9. Creatinine
10. Lipid Profile

- In case you undergo Medical Fitness tests by a certified Medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.
- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final.
- The medical charges for above will be reimbursed to you subject to a maximum of Rs.2000/- at the time of your joining on production of original bills. If declared medically unfit, the original bills can be sent to us for reimbursement.

Authorized Signatory

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Name: Rishwa Arya

Date: 13.01.2021

Dear ~~Mr~~/Ms: Rishwa Arya

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of **Management Trainee** at Total Target Remuneration of **INR 13 Lakhs** per annum (Refer Annexure 1 for details).

A detailed Offer cum Appointment Letter will be issued to you post completion of our entire recruitment procedure for hiring Management Trainees. The place of posting and reporting date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Reference Checks & fulfilling the following eligibility criteria:

Eligibility Criteria for Final Placement Process- MBA Batch 2019 -20:

- 60% throughout in 10th, 12th, Graduation and Post-Graduation, without any backlogs at the time of selection and joining
- Should have done B.E / B.Tech and MBA / PGDM.
- For students with MBA / PGDM in HR, Graduation in any discipline is allowed.
- For students with MBA/ PGDM in Finance, Graduation in B.Com/B.Tech/ CA.
- No other gap in regular course of studies is allowed. Not more than 1 year of gap between either 12th & Graduation or between Graduation & Post Graduation.
- Max 2 years' experience Post Graduation can be included

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates – X, XII, UG/PG, additional qualifications (If any)
- Proof of your Date of Birth
- 5 Passport size photographs
- PAN Card

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,

Authorized Signatory

Vedanta Limited
Sterlite Copper: SIPCOT Industrial Complex, Madurai Bypass Road, Thoothukudi (Tamil Nadu) - 628 002
T : +91-461 424 2591 F: +91-461 424 2829 | Website: www.vedantalimited.com

Registered Office: 1st Floor, 'C' Wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (E), Mumbai (Maharashtra) - 400 093
CIN: L13209MH1965PLC291394

Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 13.01.2021

Name	Rishwa Arya
Company / Business Unit	Vedanta Limited
Position / Title	Management Trainee
Training Period	6 Months
Probation Period	6 Months (Associate Manager (M6))
Confirmation	Post 12 months

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	**Particulars**	**Amount (INR) Per Annum**	**Notes**
I	**Basic**	2,89,800	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
II	**House Rent Allowance ("HRA")**	1,15,920	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 40% of the Basic pay. HRA is an allowance and is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
III	**Personal Allowance**	3,26,161	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	**Statutory Bonus**	57,960	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
V	**Uniform Allowance**	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred on purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	**Conveyance Allowance ("CA")**	19,200	Conveyance Allowance is paid on a monthly basis. It is paid to meet the conveyance expense of an employee. CA is exempted U/S 10(14), rule 2BB up to Rs. 1600 /- per month.
VII	**Vehicle Maintenance Allowance**	21,600	Vehicle Maintenance Allowance is paid on a monthly basis It is paid to meet the vehicle maintenance expense of an employee. It is taxable.

#	Particulars	Amount (INR) per annum	Remarks
VIII	**Leave Travel Allowance ("LTA")**	24,150	Leave Travel Allowance is a reimbursement for travel within India. It is governed by IT Act where one can claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday.
IX	**Medical**	15,000	Reimbursement of medical expenses actually incurred by an employee for his / her medical treatment or the treatment of any member of the family up to Rs. 15,000 per annum is not treated as a taxable perquisite upon submission of bills.
X	**Provident Fund ("PF")**	34,776	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
XI	**Gratuity**	13,933	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
XII	**Mediclaim Policy**	14,500	Covered under insurance scheme as per company policy. Coverage as per floating policy. Maximum coverage as per policy is INR 6 Lacs. **This component is not cashed out.**
XII	**Personal Accident Insurance**	5,000	Covered under accident insurance scheme as per company policy. Coverage for self only. Maximum coverage as per policy is INR 15 Lacs. **This component is not cashed out.**
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Target Annual Performance Pay		**3,50,000**	The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax. 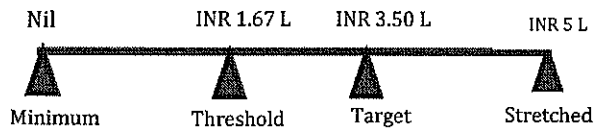
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Other terms & conditions

1. 100% compliance of company's rules, regulations, code of conduct and Group Values

For Vedanta Limited

Authorized Signatory

The provisions of this offer of employment have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of resignation with my present employer and subsequent communication of the same to you along with the date of joining.

[NAME]

[SIGNATURE]

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Authorized Signatory

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Name: Nishu Kejriwal

Date: 13th Jan 2021

Dear ~~Mr~~/Ms: Nishu Kejriwal

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of **Management Trainee** at Total Target Remuneration of **INR 13 Lakhs** per annum (Refer Annexure 1 for details).

A detailed Offer cum Appointment Letter will be issued to you post completion of our entire recruitment procedure for hiring Management Trainees. The place of posting and reporting date will be communicated to you separately.

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- Proof of your Date of Birth
- 5 Passport size photographs
- PAN Card

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,

Authorized Signatory

Vedanta Limited
Sterlite Copper: SIPCOT Industrial Complex, Madurai Bypass Road, Thoothukudi (Tamil Nadu) - 628 002
T : +91-461 424 2591 F: +91-461 424 2829 | Website: www.vedantalimited.com

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Date: 13.01.2021

Name	Nishu Kejriwal
Company / Business Unit	Vedanta Limited
Position / Title	Management Trainee
Training Period	6 Months
Probation Period	6 Months (Associate Manager (M6))
Confirmation	Post 12 months

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Target Annual Performance Pay		**3,50,000**	The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax. 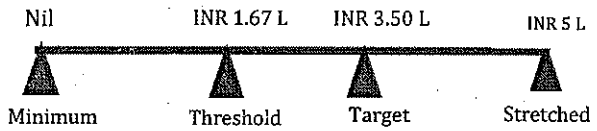
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Other terms & conditions

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For Vedanta Limited

Authorized Signatory

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[NAME]

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[DATE]

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Authorized Signatory

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

OFFER LETTER

Sub: Offer Letter ("Agreement")

Dear Shipra Srivastava

Congratulations! With reference to your application and the subsequent interview you had with us, we are pleased to offer you a role in the **"Business Department**" as **" Senior Business Development Associate "** at InterviewBit Software Services LLP (the "**Company**"). Your job location will be **Bengaluru.**

The proposed start date of your appointment at InterviewBit Software Services LLP is 24 Feb 2021 on the following terms and conditions

1. Employment

1.1. Your employment will be effective upon your signing of this letter which shall be provided to you for signature on your first day of employment **(on or before** 24 Feb 2021 **)**. All your service benefits will be effective on the Joining Date.

1.2. This letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approval, if any. Your employment is based upon the information and declarations provided by you.

1.3. Upon signing this agreement, you represent and warrant that you have and shall comply with all applicable laws of India and are free to enter into this Agreement and that you will comply with all terms and conditions contained in this agreement and that the conditions contained herein are not in conflict with the provisions of any other contract and/or agreement to which you are a party or by which you are bound.

1.4. You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.

1.5. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.

1.6. Your job responsibilities will be assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to your manager in connection with such responsibilities. You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.

1.7. The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you will be notified of the changes by way of a general notice to all the employees and any such change will take effect from the date of notice.

DS Shipra

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1.8. Your normal working hours shall be from 10AM to 6PM, inclusive of one hour of lunch break. However, the Company reserves the right to make any changes in the work-days, hours of work and the beginning and ending times of your shifts and you will be notified by way of a general notice to all the employees and any such change will take effect from the date of notice. The Company may require that you work different or additional hours and the days of the week may also fluctuate to accommodate the needs of the business.

1.9. The Company's annual leave runs from 1st January to 31st December segregated into Earned leave, Sick Leave, Casual Leave and holidays. Leaves will be governed in accordance with the Leave Policy of the Company, as modified and amended from time to time.

1.10. The nature of your employment is permanent; however, you will be on probation for **90 days** ("Probation Period"). The Company reserves the right to extend the probationary period for a further period at its sole discretion if your work and progress are not found satisfactory. The Company at its discretion may confirm your services anytime during the course of or at the end of the probationary period initially fixed or subsequently extended. During the Probation Period, your services can be terminated at the sole discretion of the Company without stating cause for such termination. In the event of such termination Company will pay you for the days you were employed. During the Probation Period you may terminate your services with Company by providing 1 (one) month written notice failing which Company reserves the right to withhold and/ or deduct money equal to your 1 (one) month's pay.

1.11. Your compensation details are attached in Annexure 1

2. Location

2.1. You shall normally work at our Bangalore office. However, at any time the Company regards it is necessary for the purpose of its business, the Company may require you to travel/work/transfer from your normal place of work and/or from your current department/unit to another place of work and/or department/unit either existing or to be set in future, anywhere, purely at the discretion of the Company. On such transfer you will be governed by the rules and regulations and other working/service conditions as applicable to the place of posting.

3. Joining Documents

3.1. At the time of joining you are required to submit the following documents

3.1.1. Copy of PAN Card
3.1.2. Copy of Aadhar Card
3.1.3. Copy of Address Proof (Passport/Voter ID Card/Driving License)
3.1.4. Copies of all educational certificates (10th, 12th, UG and PG)
3.1.5. Copies of relieving and experience letter
3.1.6. Signed copy of Non-Disclosure agreement
3.1.7. Signed copy of Non-Compete and Non-Solicitation Agreement
3.1.8. Signed copy of Work Product Assignment

DS Shipra

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4. Termination

4.1. Your employment is subject to termination by the Company giving 2 (two) months' notice. The Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not even bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.2. Notwithstanding the information above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice) in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you commit a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency, or any allegation or conviction for any criminal offense, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company. (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or (viii) misconduct by you as provided under the labour laws and/or in the Company's policies.

4.3. You may also terminate your employment with the Company giving 2 (two) months' prior written notice to the Company. Further the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the unexpired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.

4.4. Your age of retirement will be 60 (sixty) year. The Company, however, reserves the right to retire your services upon attaining the age of superannuation or earlier if you are not found physically or mentally fit.

DS

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5. Confidentiality

5.1. You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorised officer of the Company.

5.2. Any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in anyway affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

5.3. You acknowledge and agree that, as a result of the nature of the Company's business and the nature of your services to the Company, you have been and will come into contact with and will have access to and learn various technical and non-technical information, plans, programs, customers and mailing list, trade secrets, and other confidential information which are the property of the Company. Such trade secrets, plans, programs, list and other confidential proprietary information include but are not limited to finance and sales plan, sales figure, clients, potential clients, methods, procedure, programs and other means used by the Company in the conduct of its business. You will not during your employment with the Company or anytime thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret process, trade secrets, data and material and knowledge mentioned above, which may come to your knowledge during the course of your employment. You will maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual property, software process, technical knowhow, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the Company whether confidential or otherwise, patented or not patented, operational, technical or financial either pertaining to the Company or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed wither tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc. to anyone else without the prior written approval of the Company. It is absolutely at the discretion of the Company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.

5.4. You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict or interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during you employment in the Company immediately upon such interest or circumstances arising.

5.5. You will be required to execute a Non-Compete and Non-Solicitation agreement, Non-Disclosure agreement and Work Product Assignment with the Company before commencing employment. Copy of these agreements are included with this letter.

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6. Transfer of Personal Data

6.1. You hereby expressly consent to the processing, including collection, use and local and international transmission of databases within the Company's group or third party contractors managing such data on Company's behalf of your personal data provided to the Company for employment and/or business purposes. You explicitly consent that your personal data can be transferred to outside of the country. You may request and obtain access to your own personal data (where collected), and correct or delete such data (where appropriate). You hereby waive any claims arising out of transfer of your personal data and covenants that you shall not institute any action of any nature, in any administrative or judicial forum, against the Company, its officer or employees or any other party.

7. Severability and Non-Waiver

7.1. In the event, that any of the clauses of this Agreement shall be deemed or determined to be in breach of any law, rule or regulation or otherwise unenforceable, such determination shall not affect any of the other clauses of this agreement and such other clauses shall remain in full force and effect

7.2. Any waiver by the Company of the breach of any provision of this agreement by the Employee, or any failure of the Company to take any action against any other employees for similar breach(s) on their part, shall not operate or be construed as the waiver of any subsequent breach by the employee.

8. Code of Conduct

8.1. You will adhere to the Company's policies and Code of Conduct which may be changed or revised from time to time. The HR Department will make available to you copies of these documents and you should review prior to acceptance of our offer. The Company reserves the right to terminate your employment without any reason or notice on receiving any information on your violation of the Company's policies or Code of Conduct.

8.2. Further you agree to abide by all Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

9. General

9.1. All matters which are not provided for in this agreement are governed by the Company's Policies and relevant labor related laws

9.2. In case you cause any monetary damage to the Company due to your wilful misconduct or negligence, you shall be charged for it.

9.3. All notices required or permitted to be given shall be in writing and delivered personally, by e-mail or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement.

9.4. Further, the Company's policies are part of this offer of employment and you will have to sign and abide strictly by the Company's code of conduct in all business transactions, including protection of Company assets, conflict of interest, relations with vendors and other policy guidelines. A copy of such policies will be provided upon your request.

DS
Shipra

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InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

9.5. If you are absent from your duties without prior written permission or notification for 10 (ten) consecutive workdays, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.

9.6. This letter shall be subject to the laws of India. Any disputes differences or claims under or in relation to your employment or this letter and any subsequent matter shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by the Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have jurisdiction to try any disputes in relation to this letter and any consequent matters.

Yours sincerely,

Anshuman Singh

Signature

Co-Founder, InterviewBit Software Services LLP
Date: _____

Confirmation and Acceptance

I, "Shipra Srivastava", hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

DocuSigned by:

Name: Shipra Srivastava
Date: 1/16/2021

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InterviewBit

InterviewBit Software Service LLP
Office No 436, Chambers Offices,
Amanora. Hadapsar, Pune 411028
CIN U80902PN2019PTC183880

ANNEXURE 1: COMPENSATION DETAILS

	Annual (in INR)
Base Salary (A)	8,50,000
Performance Bonus (B)	-
Total Annual Salary (A+B)	**8,50,000**
Benefits	
Company's Contribution to Provident Fund	21,600
Gratuity	24,531
Family Insurance Premium	24,000
Meals* (applicable post Covid-19, once we are back in office)	72,000
Phone Bonus	18,000
Total Benefits (C)	**1,60,131**
Total Cost to Company (CTC)	**10,10,131**

Important: *Please note that any benefits mentioned herein may be modified, rescinded or withdrawn by InterviewBit, at its sole discretion, with or without notice at any given point of time*

ANNEXURE 2: SUMMARY OF BENEFITS

Particulars	Explanation
Leave Entitlement	Employees are eligible for 41 days of paid leave per calendar year segregated into EL, CL, SL and Holidays. Additional Leave entitlements includes Maternity, Paternity, Marriage and Bereavement leave
Meals	InterviewBit provides sumptuous meal options to its employees. An estimated cost of Rs 72,000 is spent per employee on meals
Flexible Working Hours	InterviewBit provides a flexible work environment to its employees.
Group Health Insurance	Group Hospitalization Insurance of a total of Rs. 500,000 per family is available
Group Personal Accident Insurance	InterviewBit also [provides Group Personal Accident Insurance

Confirmation and Acceptance

I, Shipra Srivastava, hereby accept to be a part of InterviewBit Software Services LLP and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

DocuSigned by:
Shipra
E189212C424A4FB...

Name: Shipra Srivastava

Date: 1/16/2021

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Non-Disclosure Agreement

This Non-disclosure and confidentiality agreement (the "**Agreement**") is made this 16-01-2021, ("**Effective Date**") by and between:

InterviewBit Software Services LLP, a company incorporated under the laws of India, having its registered office at 4th Floor, EB-02, Office no 436, Amanora Chambers, Amanora Park Town, Hadapsar, Pune, Maharashtra - 411028 (hereinafter referred to as the "**Disclosing Party**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the **ONE PART**

AND

I Shipra Srivastava, son/daughter of Binod Kumar Srivastava, resident of A-202, Hope Chandra Apartment, Nehru Nagar, Patliputra, Patna-800013 (hereinafter referred to as the "**Receiving Party**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its legal heirs, administrators and permitted assigns) of the **OTHER PART**

(The Disclosing Party and the Receiving Party shall hereinafter individually referred to as "Party" and collectively as "Parties")

WHEREAS:

A. The Parties are proposing to enter into the following transaction:

Employment as a SENIOR BUSINESS DEVELOPMENT ASSOCIATE ("**Proposed Transaction**")

B. The Disclosing Party is disclosing the Confidential Information (as defined hereunder) to the Receiving Party for the following purpose:

Employment.

C. The Receiving Party is required to execute a non-disclosure agreement to protect the information of the Disclosing Party. Accordingly, the Parties wish to enter into this Non-Disclosure Agreement whereby the Receiving Party agrees to treat as confidential, all the Confidential Information (as defined hereunder) provided by the Disclosing Party/acquired from the Disclosing Party, on the terms and conditions mentioned hereunder.

DS Shipra

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NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

CLAUSE 1 DEFINITIONS

"Confidential Information" for the purpose of this Non-Disclosure Agreement shall mean all the information and documents disclosed or submitted, orally, in writing, or by any other media (whether designated as confidential or not), by the Disclosing Party, either directly or indirectly (including through its group companies or agents), to the Receiving Party or any of its affiliated corporations or any of its authorized employees, officers or directors, and such information and documents includes without limitation:

(a) the terms of any agreement between the Disclosing Party and the Receiving Party;

(b) the fact that discussions are taking place between the Parties;

(c) all technical and business information, whether written, oral or graphic, including without limitation:

- financial plans and records, ideas, business plans and strategies, relationships with third parties, information relating to suppliers, founders, employees, and affiliates, business channels data, material, products;

- technical data, know-how, research, formulae, processes, methods, technology, IT systems, computer software programs and descriptions of functions and features of software, source code, computer hardware designs, techniques;

- present and proposed products, trade secrets, designs, drawings, trademarks, patents, prototypes, samples, products, product plans, specifications, manuals, equipment, engineering, unpublished patent applications, research-in-progress, work-in-progress, prototypes;

- advertising programs, planning and merchandising strategies, marketing, pricing, sales, marketing information, facilities, services, customers, customer lists and information or other unpublished information related to customers, marketing plans, market development, inventions, financial information, negotiations, discussion, ideas, manufacturing techniques, and the like;

- information which is generated by the Receiving Party in connection with the purpose for which the confidential information is received under this Agreement or otherwise.

- any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable

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of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

Without limiting the above, Confidential Information shall also include information that the Receiving Party knows or reasonably should know under the circumstances surrounding its disclosure, and is confidential to the Disclosing Party.

CLAUSE 2 DUTY AS TO CONFIDENTIALITY

The Receiving Party acknowledges and agrees that the Confidential Information has been developed or obtained by the Disclosing Party by investment of a significant amount of time, effort and/or expense and the Confidential Information is a valuable, special and unique asset of the Disclosing Party and needs to be protected from improper disclosure.

The Receiving Party will use Confidential Information of the Disclosing Party solely for the purpose of work assigned during employment with InterviewBit Software Services LLP, and shall keep it secure and confidential, and will not, except as set forth in Clause 4 (Exceptions), disclose any of the Disclosing Party's Confidential Information in any manner whatsoever.

In consideration of the opportunity granted to the Receiving Party to enter into the Proposed Transaction with the Disclosing Party, the Receiving Party hereby agrees as follows:

a) To hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials);

b) You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorized officer of the Company.

c) Not to divulge any such Confidential Information or any information derived there from to any third person, unless a prior written consent is obtained from the Disclosing Party;

d) Not to use the Confidential Information, at any time, directly or indirectly, to procure a commercial advantage over, or do anything in any manner whatsoever, which is detrimental to the business or activities of the Disclosing Party, any of its affiliated companies or any of its directors and employees;

e) Not to copy or reverse engineer any such Confidential Information;

f) Not to use whether directly or indirectly or turn to its advantage in any way or profit from the use of the Confidential Information or any part thereof at any time; and

g) To use the Confidential Information only for purpose as specified above and in accordance with the terms of this Agreement.

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h) You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during your employment in the Company immediately upon such interest or circumstances arising.

CLAUSE 3 EFFECTIVE DATE

The obligations of the Receiving Party in respect of confidentiality as provided above shall commence from the Effective Date and the Receiving Party shall solely be responsible for compliance by such representatives with the foregoing obligations of confidentiality.

CLAUSE 4 EXCEPTIONS

Confidential Information shall not include information that is (i) publicly available, (ii) already in the Receiving Party or its Representatives' possession at the time of disclosure by the Disclosing Party, (iii) available to the Receiving Party or its Representatives, to the Receiving Party's knowledge, on a non-confidential basis, or (iv) independently developed by the Receiving Party or any of its Representatives.

The Receiving Party may make disclosures required by law or court order provided the Receiving Party: (a) uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order; and (b) gives immediate written notice to the Disclosing Party regarding such requirement and allows the Disclosing Party to participate in the proceedings.

CLAUSE 5 RETURN OF INFORMATION (same as previous document)

Upon: (a) receiving a written request by the Disclosing Party; or (b) termination of the discussions or arrangements between the Disclosing Party and Receiving Party (for any reason whatsoever), the Receiving Party shall forthwith deliver to the Disclosing Party (without retaining copies thereof) all Confidential Information comprised in whatever form or media such as but not limited to; documents, proposals, photographs, film, video, maps, tapes, discs, computer hardware and software, which is in the Receiving Party's possession or under the Receiving Party's control in any way and the results thereof or the business of the Disclosing Party or its related or affiliated entities or joint venture partners or projects.

The Receiving Party understands that nothing herein:

a) Requires the disclosure of any Confidential Information of the Disclosing Party; or

b) Requires the Disclosing Party to proceed with any transaction or relationship.

CLAUSE 6 DURATION

The obligation under this agreement shall subsist throughout the term of the Proposed Transaction and shall thereafter continue for a period of 2 years after the expiry of or early termination of the Proposed Transaction.

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CLAUSE 7 DISCLOSURE OF RELATIONSHIP

Receiving Party shall not disclose the fact they have engaged in discussions with the Disclosing Party in connection with the Proposed Transaction or the name of the Disclosing Party or any information relating to the Disclosing Party's business in connection therewith to any third parties (other than its Representatives and as necessary to comply with Law) without the consent of the Disclosing Party. Notwithstanding anything contained herein, Receiving Party shall not in any manner disclose to any third parties or use for its marketing or internal purposes any information that it receives or comes across during the course of discussions with the Disclosing Party including without limitation information pertaining to the business or customers or employees of the Disclosing Party. Any such information shall only be used to evaluate the Proposed Transaction with the Disclosing Party.

CLAUSE 8 REMEDIES

The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief including injunctive relief in addition to whatever remedies it might have at law. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

CLAUSE 9 WARRANTIES

The Disclosing Party represents and warrants that the information provided to the Receiving Party is true and correct to the best of knowledge of the Disclosing Party.

CLAUSE 10 INDEMNITY

The Receiving Party hereby agrees to indemnify and hold the Disclosing Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to breach of this Non-Disclosure Agreement by the Receiving Party.

CLAUSE 11 SEVERABILITY

If any provision of this Non-Disclosure Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Non-Disclosure Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Non-Disclosure Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

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CLAUSE 12 ENTIRE AGREEMENT

This Non-Disclosure Agreement along with the following document: Employment agreement between the Parties constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

CLAUSE 13 NO OTHER RIGHTS GRANTED

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the proposed relationship between the parties. The Receiving Party shall not receive any intellectual property rights in the Confidential Information other than a limited right to use the Confidential Information for the purposes specified in this Agreement. All intellectual property rights shall continue to vest with the Disclosing Party. The Disclosing Party shall retain all title, interest and rights and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

CLAUSE 14 AMENDMENTS

Any change, alteration, amendment, or modification to this Non-Disclosure Agreement must be in writing and signed by authorized representatives of both the Parties.

CLAUSE 15 DISPUTE RESOLUTION

Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

The courts in Bangalore, Karnataka shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement.

If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

CLAUSE 16 INDEPENDENT PARTIES

Nothing contained or implied in this letter creates a joint venture or partnership between the Parties or makes one party the agent or legal representative of the other party for any purpose.

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CLAUSE 17 EXCLUSIVITY

For a period of 2 years, the Parties shall not enter into discussions with third parties for transactions which are similar to the Proposed Transaction.

CLAUSE 18 ASSIGNMENT

This Agreement shall not be assignable by the Receiving Party without prior written consent of the Disclosing Party. The Disclosing Party may assign the agreement.

CLAUSE 19 ANNOUNCEMENTS

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

CLAUSE 20 NOTICES

Except as otherwise specified in this Non-Disclosure Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Non-Disclosure Agreement shall be in writing and shall be deemed given when sent to the address specified below.

In the case of Disclosing Party:

Attention: Anshuman/Abhimanyu, Partner

Address: 4th Floor, EB-02, Office no.436, Amanora Chambers, Amanora Park Town,Hadapsar,

Pune, Maharashtra - 411028

The Receiving Party

Attention: Shipra Srivastava

Address: A-202, HOPE CHANDRA APARTMENT,

NEHRU NAGAR, PATLIPUTRA, PATNA-800013.

Either Party may change its address for notification purposes by giving the other Party 10 (ten) days' notice of the new address and the date upon which it will become effective.

CLAUSE 21 NON SOLICITATION

A Party shall not for a period of 2 years from the Effective Date solicit the clients or customers of the other Party ("**Existing Party**") to supply goods or services to them of the same or similar type as provided by the Existing Party.

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CLAUSE 22 TERMINATION

This Agreement shall not be terminated by the Receiving Party for any reason whatsoever. The Disclosing Party may terminate this Agreement upon the following period: 3 months written notice to the Receiving Party. Termination of this Agreement will not prejudice any rights of the parties or terminate any obligations of confidentiality in respect of the Confidential Information existing prior to termination. Provided, further that the obligations of the Receiving Party under this Agreement shall always remain in effect for a period of 2 years from the expiry or termination of this Agreement.

CLAUSE 23 GOVERNING LAW

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Anshuman Singh

_____

InterviewBit Software Services LLP

By: Anshuman Singh

Partner

Employee's Signature: _____ DocuSigned by: E189212C424A4FB...

Employee's Name: Shipra Srivastava

Employee's Title: SBDA

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INTERVIEWBIT
NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement ("Agreement") is between Shipra Srivastava ("Employee") and InterviewBit Software Services LLP ("Company"). The Agreement is effective as of the day of _____, ("Effective Date").

In consideration of the employment opportunity provided by the Company, the Employee, intends to be legally bound, agrees to the following:

I. **Term of Agreement**. This Agreement is effective on the Effective Date and shall remain throughout the term of Employee's employment with the Company and for a period of 2 years thereafter.

II. **Limitations of this Agreement**. This Agreement is not a contract of employment. Neither Employee nor the Company is obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.

III. **Covenant Not to Compete**. Employee agrees that at no time during the term of their employment with the Company that he or she will engage in any business activity which is competitive with the Company nor work for any company which competes with the Company. For a period of 2 years immediately following the termination of Employee's employment, Employee will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company.

IV. **Non-Solicitation**. During the term of Employee's employment, and for a period of 2 years immediately thereafter, Employee agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Employee induce any other employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

V. **Soliciting Customers After Termination of Agreement**. For a period of 2 year following the termination of the Employee's employment and their relationship with the Company, Employee shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom Employee have called or with whom Employee became acquainted with during the term of their employment, as a direct or indirect result of Employee's employment with the Company.

VI. **Injunctive Relief**. Employee hereby acknowledges (1) that the Company will suffer irreparable harm if Employee should breach their obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Employee breaches any such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

DS Shipra

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VII. **Severable Provisions**. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

VIII. **Modifications**. This Agreement may be modified only by a writing executed by both Employee and the Company.

IX. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

X. **Waiver**. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

XI. **Jurisdiction and Venue**. This Agreement is to be construed pursuant to the laws in the State of Karnataka. Employee agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in the State of Karnataka, India without regard to conflict of laws or provisions, for any claim arising out of this Agreement.

Anshuman Singh

Employer's Signature _____

Print Name Anshuman Singh Title Partner

The Employee's signature below acknowledges that he or she has read and understands the foregoing Agreement, that Employee agrees to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

DocuSigned by:

Employee's Signature _____ Date 1/16/2021

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Print Name Shipra Srivastava

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InterviewBit Work Product Assignment

Executive hereby assigns to the Company all of his right, title and interest in and to, and shall disclose promptly to InterviewBit Software Services LLP. (the Company), any and all work product, developments, processes, inventions, ideas and discoveries, and works of authorship developed, discovered, improved, authored, derived, invented or acquired by Executive during the period of his employment by the Company (collectively, "Work Product"), whether or not during business hours, that are either related to the scope of Executive's employment by the Company or make use, in any manner, to the dedicated resources of the Company, and agrees that such Work Product shall be and shall remain the exclusive property of the Company.

The parties hereto understand that the term Work Product includes, but is not limited to, all work product developed, discovered, improved, authored, derived, invented or acquired by Executive that:

1.1.1. Incorporates or reflects any Confidential information,

1.1.2. relates to the business of the Company or the Company's actual or anticipated research and development with respect to Confidential Information, or

1.1.3. results from any work performed by an Executive for the Company.

I agree.

Shipra Srivastava

Name

DocuSigned by:

Shipra

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Signature

ADROSONIC®

ADROSONIC IT CONSULTANCY SERVICES PVT LTD
Times Square, 4th Floor D- Wing
Andheri Kurla Road, Andheri (E)
Mumbai - 400059, India

Tel: +91 (0) 22 68159999

Email: info@adrosonic.com
www.adrosonic.com

PRIVATE AND CONFIDENTIAL

To, **Date:** 24-03-2021

Ms. Deepanshi Dagar,

ICFAI Business School,
Hyderabad

Dear Deepanshi,

Sub: Letter of Offer and Terms of Employment

Thank you for exploring career opportunities with Adrosonic IT Consultancy Services Pvt. Ltd. You have successfully completed our selection process and we are pleased to make you this offer of employment for the position of **Management Trainee- Business Analyst**. Please accept this offer by signing and returning a copy of this letter to us within 3 business days; if we do not receive your acceptance within this period, we will be constrained to treat this offer as withdrawn.

In view of the current COVID-19 pandemic, you will be required to start operating from home as per regular office hours and as per the operating processes advised by the Company, until further instructions. Your employment will commence from 5th April 2021. Upon intimation from us, your reporting location will be at our office located at Times Square, 4th Floor, D - Wing, Andheri Kurla Road, Andheri (E), Mumbai - 400059, India.

The details of your remuneration are listed in Annexure 1; we urge you to keep these details private and confidential. The original documents that you need to submit at the time of your joining are at Annexure 2. We pride ourselves on having industry-leading employee benefit programs; the details of this program are in Annexure 3. Annexure 4 contains the terms of your employment. We trust that you will find these terms to be in line with our discussions.

If there are any aspects of this offer that you wish to discuss further, please contact the HR team at hr@adrosonic.com.

I look forward to your acceptance of this offer, and believe that you would contribute greatly to our team in this exciting period for our Company. I also take this opportunity to welcome you to Adrosonic IT Consultancy Services and look forward to your joining.

Deepali Sharma (Mar 24, 2021 16:02 GMT+5.5)

Deepali Sharma

Head-Human Resources

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ADROSONIC IT CONSULTANCY SERVICES PVT LTD
Times Square, 4th Floor D- Wing
Andheri Kurla Road, Andheri (E)
Mumbai - 400059, India

Tel: +91 (0) 22 68159999

Email: info@adrosonic.com
www.adrosonic.com

Annexure 1: Details of Remuneration

The break-up of your annual remuneration (in INR) is as follows:

Component	Per Annum(Rs.)	Comments
Basic	240,000.00	
HRA	120,000.00	Applicable for Tax Exemption
LTA	30,000.00	Applicable for Tax Exemption
Conveyance	19,200.00	Tax Free Component
Medical Allowance	15,000.00	Paid monthly, applicable for tax exemption
Special Allowance	115,800.00	
Quarterly Component	24,000.00	Paid quarterly. See note 1 below.
Annual Component	40,000.00	To be paid on work anniversary
Longevity Award	50,000.00	₹150,000 to be paid on third work Anniversary
Provident Fund (Employer Contribution)	28,800.00	
Gratuity	11,496.00	
Insurance and other benefits	16,000.00	Preferred Corporate tie up with HDFC Bank providing a gamut of benefits. Health Insurance cover of 5 Lacs.
Total CTC	**710,296.00**	

Notes –

1. Quarterly Component and Annual Component shall cease to be applicable from the date of commencement of your notice period (whether upon resignation or upon termination).
2. As per the taxation laws, in order to claim the benefits of tax exemption against the components listed above, you may be required to maintain and submit certain documents to ADROSONIC from time to time. To understand these requirements, kindly get in touch with the finance team, which will be happy to help you.

The Company reserves the right to change the above structure and break-up, without adversely affecting the total CTC. Any such changes will be intimated to you in advance.

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Annexure 2: Documents to be Submitted

At the time of your joining, photocopies of the following documents should be submitted.

- Standard X and XII Mark sheets or equivalent
- Degree Certificate and mark sheets for all semesters
- Postgraduate degree Certificate and mark sheets for all semesters (if you are a Post-graduate)
- Pan Card
- Passport
- Address Proof (in case Passport address is not same as your current residential address)
- Experience certificate from your previous employer(s) (if applicable)
- Release letter from your current employer indicating the date of release (if applicable)
- 6 recent colour photographs (in originals)

Please carry the original copies for verification. The original documents will be returned to you after verification.

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Annexure 3: Employee Benefit Programs

Our employees are our precious assets and it is our top priority to have our employees as healthy, strong and energetic as possible. We are proud to offer the following employee benefit programs:

- All-purpose leave including paid vacation
- Sick time off
- Health insurance cover
- Corporate Salary Account with HDFC Bank offering various additional benefits
- Reward and Recognition Program for those who goes beyond
- Quarterly team outing
- Annual offsite
- Learning and Development program
- Employee Referral Bonus program
- "Have your Say" program

We reserve the right to revise the terms of the above programs from time to time.

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Annexure 4: Terms of Employment Agreement

YOUR EMPLOYMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

This Agreement is between Adrosonic IT Consultancy Services Private Limited, a company registered under the Indian Companies Act, 2013 and having Corporate Identity No – U72300MH2013PTC247304 (referred to herein as "the Company", "Adrosonic", "we", "us", or "our") and **Deepanshi Dagar,** an Indian citizen having PAN **CGWPD8304A** and having her address at [H.no 102, Ganpati Enclave, Najafgarh, New Delhi 110043].

DEFINITIONS
In this Agreement:

"**Affiliate**" is: (a) a Person connected with or related to the Company in the capacity of a business associate, a Client, a vendor, a Prospect, or a business referral partner; (b) any Person with one or more common elements of management or ownership with Company; (c) any Person with whom the Company has a contractual relationship in the present; and (d) any Person with whom the Company has had a contractual relationship at any time during the immediately preceding 5 (five) years.

"**Client**" is any Person with whom the Company does business (in terms of providing products or services) to whom you have provided any products or services on behalf of the Company or whom you know was provided with such services or products by the Company.

"**Company**" or "**the Company**" means Adrosonic IT Consultancy Services Private Limited, with corporate identity number U72300MH2013PTC247304 and its principal place of business at Times Square, 4th Floor, D - Wing, Andheri Kurla Road, Andheri (E), Mumbai – 400059 and its successors and assigns.

"**Confidential Information**" is information of any type, not generally known, about the business, processes, services, products, suppliers, customers, decisions, or plans of the Company or of any customer of Company, of its Affiliates or of any third-party, which is used or useful in the conduct of Company's business, or which confers or tends to confer a competitive advantage over one who does not possess such information. Such information includes, but is not limited to: designs, processes, procedures, formulae and improvements; information relating to trade secrets, know-how, research, development, design, engineering, quality control or service techniques; information about existing, new or envisioned the Company products, processes or services, their development or performance; information relating to quotation, purchasing, accounting, sales, marketing, or pricing including financial or business planning information, financial statements and forecasts, business plans, product pricing information and customer and supplier lists; and marketing programs and methods. Confidential Information does not include information which is: (a) publicly available or becomes so other than by your acts, (b) proven to have been received by you prior to it being provided by the Company to you, or (c) proven to have been received by you from a third party without restrictions as to its use.

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"**Conflict of Interest**" is any activity which creates a conflict between Company's interest and my personal interests, including, but not limited to: (a) owning a financial interest in any Person which does business with Company, (b) rendering services to any Person which does business with Company, (c) accepting gifts of more than INR 1,000, loans, excessive entertainment, or other substantial favors from any Person which does business or is seeking to do business with Company, (d) representing the Company in any transaction in which you have a substantial interest; (e) using Confidential Information for personal gain; (f) competing with Company, directly or indirectly, in the purchase or sale of property, products, or services, and (g) transacting personal business with any Person so as to cause such Person to believe he is dealing with the Company rather than you as an individual.

"**Person**" is any natural person, corporation, partnership, limited liability corporation, joint venture, unincorporated association, sole proprietorship, or other entity utilized for conducting business.

"**Prospect**" is any Person with whom you had contact at any time in the last 12 months of your employment with the Company, who has communicated an interest to the Company in purchasing any products or services from the Company or from any of its Affiliates.

"**You**", or other personal pronoun means the individual executing this agreement as the counterparty to the Company and, as applicable, his or her personal representatives, heirs and permitted assigns.

1. COMMENCEMENT OF EMPLOYMENT AND PERIOD OF PROBATION

Your employment commences on 5th April 2021. Your employment will be subject to a period of probation of six months. If during your period of probation, your performance is satisfactory to the Company, then your appointment will be confirmed. Your period of probation may be extended by the Company if deemed necessary, without assigning any reason.

2. REMUNERATION

The details of your remuneration are listed in Annexure 1. Your remuneration will be reviewed on an annual basis. Your performance and contribution to the Company will be an important consideration for increments and promotions. Your remuneration, increments and promotions will be based on the Company's applicable policies. All payments are subject to withholding of tax at source as per the applicable law.

3. JOB TITLE, DUTIES AND WORKING HOURS

Your job title is stated in the accompanying offer letter. This title may be subject to change and does not define or limit your duties. You may be required to carry out other duties, which the Company reasonably considers appropriate, to undertake any training or retraining and to obtain and retain qualifications. Your regular working hours will be from 10:00 am to 7:00 pm, Monday to Friday. You will be required to work a minimum of 40 hours per week, excluding breaks. Business requirements may necessitate a change to your working hours from time to time, which you agree to follow.

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4. LOCATION

Your primary place of work will be the Company's office in Mumbai. However, the Company may, either permanently or temporarily, require you to relocate or visit any other location in India or overseas from time to time. You will adhere to the rules and regulations of your place of work.

5. COMPLIANCE WITH COMPANY POLICIES

You will familiarize yourself and comply with the Company's policies and procedures as may be made applicable from time to time, including the Corporate Fraud Policy, Corporate Data Protection Policy and the Corporate Information Security Policy. You will act with integrity, due skill, care and diligence and observe proper standards of market conduct. Your employment will be subject to a background check in line with the Company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavorable results, you will be liable to disciplinary action, including termination of service without notice.

6. LEAVE ENTITLEMENT

You are entitled to 18 days of All Purpose Leave, 6 Sick Leave and 10 Public Holidays per annum (total of 34 leaves in a calendar year). In your first year with the Company your annual leave entitlement will be pro-rated based on the number of months of your employment. If your employment concludes for any reason other than termination by the Company, you may cash out any outstanding leave entitlement. If the leaves availed by you exceeds your entitlement, the Company will deduct the pro rata amount from any monies that it owes to you at the time.

7. DISCLOSURE OF CONFLICT OF INTEREST

While employed by Company, you will promptly and fully disclose any actual or likely Conflict of Interest to the Company. Unless the Chief Executive Officer of the Company consents in writing, you shall refrain from engaging in any Conflict of Interest.

8. EXCLUSIVITY

This offer is for an exclusive, full-time employment. During your employment, you will devote your complete time and attention to the duties assigned to you by the Company. Therefore, unless the Chief Executive Officer of the Company consents specifically for each instance in writing, you shall not directly or indirectly: (a) engage in or be concerned with any other commercial activity; (b) provide services to any Person - whether as an employee, officer, director, agent, partner, consultant or otherwise - other than as directed by the Company; (c) conduct any non-business activity or hold any public office; (d) have any financial or commercial interest in any Person; (e) accept any other engagement or appointment with any Person; whether or not such other commercial activity, person or entity competes with the business of the Company or any Affiliate.

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9. INTELLECTUAL PROPERTY RIGHTS

You shall promptly disclose and deliver to the Company: (a) full details, including drawings and models, of any inventions, discoveries or improvements which are originated, conceived, written or made by you at any time during your employment, (b) all copyright works or designs originated, conceived, written or made by you during your employment. You hereby assign to the Company, by way of future assignments, with full title guarantee all copyright, design rights and other proprietary rights for their full terms throughout the world, exclusively, in respect of all works and material originated, conceived, written or made by you during the course of your employment. You hereby irrevocably and unconditionally waive in favor of the Company any and all moral rights conferred on you now or in future in force in any part of the world for any work the rights in which are vested in the Company.

You will not use any third-party data or materials that are not validly licensed by the Company, unless authorised by your manager in writing. You shall promptly notify the Chief Executive Office of the Company of all such authorisations received by you.

You will not violate the Intellectual Property Rights of any third party in the course of your employment. If the Company is held liable for any violation by you, you will indemnify the Company against any losses, liabilities, litigation and expenses.

10. CONFIDENTIALITY

You shall not, directly or indirectly, use or disclose, or take or remove from the possession of the Company, any Confidential Information during your employment by the Company except in connection with the performance of your authorized duties as an employee of the Company. You shall not, upon the conclusion of your employment for any reason or purpose, without the express written consent of the Company, directly or indirectly, use or disclose, or take or remove from the possession of Company, any Confidential Information used by you or anyone else in the employment of the Company. Upon the termination of your employment with the Company, you shall deliver to the Company all documents in your possession which contain any Confidential Information, including all copies thereof, regardless of whether such documents were prepared by you or by any other Person.

11. NON-COMPETITION

You acknowledge and agree that while employed by the Company and for a one (1) year period following the termination of your employment with the Company for any reason, you shall not, directly or indirectly: (a) accept employment with or render services to any Affiliate, (b) collaborate with an Affiliate, whether as a shareholder, partner, joint venture, sole proprietor, director, trustee, officer, employee, agent, consultant, independent contractor, or otherwise.

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12. NON-SOLICITATION; NON-INTERFERENCE

While employed by the Company and for a one (1) year period thereafter, you shall not, directly or indirectly, individually or on behalf of any Person whomsoever, solicit or induce or assist in any manner in the solicitation or inducement of any employee of the Company to render services to or for your benefit or that of another Person.

While employed by the Company and thereafter, you shall not directly or indirectly, individually or on behalf of any Person, solicit or induce any client, vendor, or other Person having a contractual or business relationship with the Company to terminate or otherwise alter such relationship, or in any other manner interfere with such relationship, or interfere with any prospective business relationship or advantage which the Company has with any Person.

13. NON- DISPARAGEMENT

While employed by the Company at all times thereafter, you shall not, directly or indirectly: (a) make statements, representations, social media posts, reviews, blogs, comments, feedback, or other communications, in writing, orally, otherwise; or (ii) take any action, on the internet or otherwise; which may disparage or be damaging to the Company, its affiliates or their respective officers, directors, employees, advisors, businesses or reputations.

14. TERMINATION OF EMPLOYMENT

You may terminate this employment by providing us a written notice of termination, clearly stating your intent, at least three months in advance. If the Company wishes to terminate your employment during the period of your probation, it will provide you a written notice of termination at least one month in advance or pay you one month's salary in lieu of such notice. Upon confirmation of your employment as stated herein, the Company will provide you a three month written notice of termination or pay you three months' salary in lieu of such notice. Notwithstanding the foregoing, the Company may terminate your employment without notice and compensation if such termination is by reason of your misconduct or your breach of terms of this Agreement.

The Company invests significantly in honing employee competencies by training them in various tools, technologies and domains. If you decide to terminate this employment within 12 months of completion of such training, or if your employment is terminated by the Company due to your misconduct, delinquency or breach of terms of this Agreement at any point in time, the Company reserves the right to recover from you all the costs incurred directly or indirectly by the Company in providing you the applicable training.

If your termination is found to be erroneous or wrongful by any Court in India, the maximum liability of the Company shall not exceed your basic salary for three months.

On termination of your employment you agree that you will not, either directly or indirectly, for a period of 12 months following your last day of employment, on your own behalf or on behalf of another Person: (a) seek, canvas, solicit or accept from any Affiliate, any services or products of the type offered by the Company; (b) seek to persuade Person not to conduct or renew any business with the Company; and/or (c) seek to persuade Person to terminate any business with the Company.

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15. CONTINUING RIGHTS OF THE COMPANY

At any time during your employment, you may be requested to return all property belonging to or relating to the Company or its Affiliates to the Company. Upon termination of your employment, you must, without the need for any such request and of your own accord, return to the Company all property belonging to or relating to the Company and its Affiliates.

The Company shall be entitled to deduct from your dues from the Company, any sum of money that is payable by you to the Company. Such sums include, without limitation, repayment of any loans or advances, repayment of any overpaid holiday pay, salary or benefits and the cost of any damage to or failure to return the Company's property. The Company will operate this clause in a fair and reasonable manner.

16. CONSENT FOR USE OF INFORMATION

For the purposes of the UK Data Protection Act 1998, by signing this Statement, you give your consent to the holding and processing of personal data provided by you to the Company for all purposes relating to your employment including, but not limited to: (a) administering and maintaining personnel records; (b) paying and reviewing salary and other remuneration and benefits; (c) providing and administering benefits; (d) undertaking performance appraisals and reviews; (e) maintaining sickness and other absence records; (f) taking decisions as to your fitness for work; (g) providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies for social security and other purposes, HM Revenue & Customs and the Contributions Agency.

By this Agreement, you give your consent to allow the Company to process your personal information, including sensitive information such as health information and information about criminal convictions, for employee administration and management purposes, which may include the carrying out of appropriate security checks.

17. FURTHER AGREEMENTS AND DOCUMENTS

In course of your employment, the Company may require you to sign further agreements, documents, forms and applications in furtherance of its business interests. You will comply with each such requirement, unless such requirement is contrary to the provisions of this Agreement.

If you are on an international assignment, the Company's International Deputation Policy will be applicable to you. Accordingly, you will be required to sign the Adrosonic Master International Assignment Agreement (MIAA). The MIAA is a one-time agreement, applicable for the entire tenure of your employment with the Company. It requires you to serve the Company for a minimum of 6 months, on completion of every international assignment.

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18. OTHER UNDERSTANDINGS

This Agreement comprises the complete set of documents referenced herein, including the cover letter, Annexure 1 (Details of Remuneration); Annexure 2 (Documents to be Submitted); Annexure 3 (Employee Benefit Programs); and Annexure 4 (this Terms of Employment Agreement).

This Agreement is effective from the date of its signing, and your contribution under clauses 9,10,11,12 and 13 shall continue to subsist despite the termination of the employment contemplated herein.

This Agreement and shall be binding upon your heirs and legal representatives and shall inure to the benefits of Company and its successors and assigns.

If any provision of this Agreement is unenforceable or invalid, such provision shall be enforceable in part to the fullest extent permitted by law. Such invalidity or unenforceability shall not otherwise affect any other provision of this Agreement or this Agreement itself.

This Agreement constitutes the entire agreement between Company and you with respect to the subject matter hereof and supersedes all prior understandings, and agreements with respect thereto. This Agreement does not supersede any agreement which you may have with Company which is unrelated to the subject matter of this agreement except where and in so far as any such other agreements or portion thereof is in conflict with this Agreement.

Money damages alone will not be a sufficient remedy for any breach of the provisions of this Agreement by you. In addition to all other remedies that Company may have, Company shall be entitled to specific performance, injunctive or such other equitable relief deemed appropriate by a court of competent jurisdiction and you waive the securing or posting of any bond in connection with such remedy.

In view of the responsibilities entrusted to you, the restrictions stipulated in this Agreement are reasonable in their scope, extent and operation. The remuneration payable under this Agreement is sufficient consideration for all and any restrictions and limitations placed upon you under this Agreement. You confirm that such limitations are reasonable and will not impair your ability to earn a livelihood now or in the future.

This Agreement shall be governed by the laws of the Republic of India, and courts in Mumbai shall have exclusive jurisdiction in respect of any dispute arising hereunder.

You warrant to the Company that you are not under any other contract or agreement that precludes you from satisfying each provision of this Agreement.

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You warrant that in performing your duties as an employee of Company, you will not use and do not possess any confidential or proprietary information, trade secrets, or other property of any kind which will violate or could result in a violation of any contract, agreement, or legal right of any other party.

You agree to indemnify and hold harmless Company, its directions, officers, employees and agents from and against any and all claims, losses and damages arising directly or indirectly from a breach of the warranties provided by you in this Agreement.

KINDLY SIGN THIS AGREEMENT AFTER YOU HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND YOU UNDERSTAND IT FULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE SATISFIED WITH THESE TERMS OF EMPLOYMENT AND YOU ACCEPT THIS EMPLOYMENT OFFER AS IS PRESENTED TO YOU IN THIS AGREEMENT.

Offer made for ADROSONIC IT CONSULTANCY SERVICES PVT LTD	**Offer accepted by me**
Deepali Sharma (Mar 24, 2021 16:02 GMT+5.5)	
……	……
Deepali Sharma	**Name:** Deepanshi Dagar
Head- Human Resources	**PAN**- CGWPD8304A
Date:	Date:
Place:	Place:

ADITYA BIRLA
FASHION & RETAIL

STRICTLY PRIVATE & CONFIDENTIAL

ABFRL: HR: 2021
March 25 , 2021
Mr. Mahesh Madasu

EMPLOYMENT AGREEMENT

Dear Mahesh Madasu,

Welcome to Team ABFRL!

We are pleased to appoint you as **"Sales Management Trainee"** in the **Job Band 11** with effect from **April 12th,2021.**

The following terms and conditions will govern your Appointment.

You will be based at **Hyderabad** and you will report to **Mr. Venkata MuraliKrishnaKanth Inuganti, ASM, AP & Telangana.** You may however be liable for transfer to any of our Departments / Divisions / Group Companies, in any location in India or overseas, at the discretion of the Company.

1. For details of your compensation & benefits, please refer Annexure 1.

1. You will retire from the services of the company on attaining the age of 60 years.

2. You will be on probation for **six months** from the date of your joining the Company. On completion of six months your services will be confirmed in writing. However, your probation may be extended subject to your performance as assessed by your Reporting Manager.

3. During your probation or such extended period, your services can be terminated with **Fifteen Days**' notice on either side or salary in lieu of ((Salary for this purpose would mean the Guaranteed Cash Amount) and will exclude other allowances).

4. After confirmation, should the Management wish to terminate your services, you will be given **two months' notice** or salary in lieu of this. ((Salary for this purpose would mean the Guaranteed Cash Amount) and will exclude other allowances). Similarly, if you wish to leave the service of the Company, you should give a written **two months' notice** to the Company or Salary in lieu of, decided at the sole discretion of the company.

5. As part of the Terms and Benefits applicable to you, the Company will contribute 12% Basic towards PF every month. Since this is a contributory fund, you will be required to contribute 12% of your Salary towards Statutory PF every month. The company also contributes 4.81% of Basic towards a Gratuity Fund, the eligibility for which are as per the provisions of the Payment of Gratuity Act.

6. You will be governed by the Company's Policies as existing from time to time and that may be introduced from time to time.

7. You should devote your complete attention to the services of the company and while you are in the engagement of the company, you shall wholly and exclusively engage yourself in the tasks of such

   employment and shall not, during such term, engage yourself directly or indirectly in any other business, profession or occupation.

8. In the course of your employment with the company, by virtue of the position held by you or otherwise, if you have acquired or may acquire such knowledge of confidential / restricted nature which the company itself has developed or may develop and / or which the company might have obtained or may obtain through technical collaboration/ its subsidiaries / licenses, such confidential / restricted knowledge howsoever obtained by you shall not be disclosed or allowed to be disclosed to other parties in the interest of the company's business.

9. If in the course of your employment, you commit a breach of this Agreement or are guilty of misconduct (including drunkenness, dishonesty, lack of integrity, absence without leave, violation of the Company's regulations and processes or disobedience to lawful orders or instruction) or conduct yourself in a manner calculated to bring the Company, customers or its employees into disrepute, or if you enter into any monetary dealings with customers/suppliers/employees other than in the usual course of business e.g. borrow money from any of the customers / suppliers/ employees or from anyone trading with the Company, you will be discharged immediately without notice or salary in lieu of notice and in such case you will have no claim whatsoever on the Company.

10. Please also note that if during your employment with the Company, you make, invent, suggest or in any manner acquire any invention, process programmes, projects, IT solutions or new technologies, relating to the business, services rendered or dealt in by the Company, the same will be deemed to have been made, invented, suggested or acquired on behalf and for the benefit of the Company alone and the ownership of all intellectual property including the copyright and patents in all the works developed by you shall vest with the Company in perpetuity, and you will, at the request and cost of the Company, assign to the Company the full benefit of such invention, process programmes, projects, IT solutions or new technologies and any letters patent or other similar rights obtained by you in any country in respect thereof, but you will be entitled to be repaid by the Company any sums expended by you with the previous written consent of the Company in connection with any such invention, process programmes, projects, IT solutions or new technologies, relating to the business, services rendered by the Company. You will promptly communicate to the Company the full particulars of such invention, process, etc. and render all assistance / co-operation as may be required by the Company to secure the registration thereof in the name of the Company.

11. At the time of your separation from the Company, you will ensure that the assets and documents and intellectual properties of the Company in your custody and / or under your charge, including any Power of

12. Attorney (s) issued by the Company in your favour, are returned intact to the Company and you will vacate the Company accommodation, if any provided to you.

13. Management reserves its right to alter, add and modify any of the above terms and conditions without assigning any reasons

14. Therefore, you shall not, at any time during the terms of your service with the company or within five years after the cessation of your service, make available or accessible such knowledge to any other party directly or indirectly.

15. Your employment and its continuance with the company is subject to your being found medically (physically and mentally) fit.

This Appointment is offered to you on the basis of the representations and statements made by you in your application for employment. If any of these representations or statements is found to be untrue or false, the Company will have the liberty to terminate your services forthwith, without assigning any reason thereof and in such cases you will have no claim whatsoever on the company.

Please also note that this offer of employment is subject to our receiving satisfactory references / relieving letter from your previous employer, if any, and other references provided by you.
This letter is being given to you in duplicate. Please return the duplicate copy duly signed by you as a token of your acceptance.

We look forward to a long and mutually beneficial association.

Yours sincerely,

For **ADITYA BIRLA FASHION & RETAIL LIMITED**

Chandrashekhar Chavan
Chief Human Resources Officer- Aditya Birla Fashion & Retail LTD

I Accept The Above Terms:

Signature: _____ Date: _____

ANNEXURE – 1: COMPENSATION AND BENEFITS

Compensation Details		Monthly	Annual
Base Salary (A)		**16042**	**192504**
	Basic Salary	16042	192504
Allowances & Reimbursements (B)		*19073*	*228876*
	Conveyance Allowance	1600	19200
	Food Voucher	1100	13200
	Leave Travel Allowance	1337	16044
	Medical Allowance	1250	15000
	Statutory Bonus	584	7008
	Supplementary Allowance	13202	158424
Retiral Benefits (C)		2697	32364
	Gratuity (4.81% on basic)	772	9264
	Provident fund (12% of basic)	1925	23100
Housing (D)		8021	96252
	House Rent Allowance	8021	96252
Target Variable Pay (E)		**10417**	**125000**
	Target Variable Pay	10417	125000
Fixed Compensation (A+B+C+D)		**45833**	**550000**
Cost to Company (A+B+C+D+E)		**56250**	**675000**

Confirmation Bonus	***50,000 INR***	***This will be paid post confirmation after six months and will be fully recoverable (pre-tax) if the employee leaves within twelve months of the payout***

Benefits & Perks:

Mobile Phone	Yes	Rental and official calls (For IDEA subscriptions only). 5% of the bill amount is attributed towards personal calls and is required to be paid for by the employee.
Group Mediclaim Insurance	Yes	Sum assured of INR 2,00,000 annually for self, spouse and dependent children (max 2). Company contribution to premium share will be 90%. Employee will also have the option to cover any 2 parents/ parent in laws. The premium co-pay share will be 50% by the company, 50% by the employee.
Group Personal Accident Insurance	Yes	Sum assured of INR 30,00,000. 100% of the premium contribution is by the company.
Group Term Life Insurance	Yes	Sum assured of INR 10,00,000. This is a voluntary insurance cover with 50% premium contribution by the employer and 50% by employee

Arashdeep Taneja
HR Head – Innerwear Business

Notes:

1) ***All Salary Payments*** *are subject to Income tax, Professional tax and any other statutory deductions are applicable in accordance with the laws prevailing.*

2) ***Leave Travel Expense Reimbursement****: You are eligible to claim Leave Travel Allowance on confirmation of your services with the organization.*

3) ***Food Vouchers****: If you opt out of food voucher, above costed amount will be paid in the form of cash pm*

4) You and your dependents will be covered under a comprehensive ***medical insurance policy*** *for any hospitalization as per the prescribed guidelines of the policy. You will also be covered under a Group Personal Accident policy.*

5) ***Variable Pay*** *will be payable as per the MFL Variable Pay Plan Framework*

Acknowledgement Receipt

I have read the details mentioned in the documents and I accept the terms and conditions as mentioned

_____

ADITYA BIRLA
FASHION & RETAIL

Ernst & Young LLP
6th, 12th & 13th floor,
"UB City"Canberra Block,
No.24,Vittal Mallya Road,
Bengaluru-560 001 India.
Phone: +91 80 4027 5000
Fax: +91 80 2210 6000

08 March 2021

Ms. Puja Bhowmick
8013754600,Dumdum Metro Station, Kolkata,
700074

Your appointment as Associate Consultant in Technology Consulting.

Dear Puja,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only).** A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

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d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 10 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **30 August 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be Bangalore - UB City. However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving 45 days notice or 45 days salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 3 months' notice to the other party, which comprises a non negotiable mandatory working period of 2 months, with the remainder of the notice period being negotiable on both sides (to agree the release date and salary payment in lieu of notice, if any).

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry (to be completed within 30 days of date on which the said allegation has been first notified to your reporting manager save and except delayed due to events beyond control) that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in

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general, examples include rape, forgery, Robbery, and solicitation by prostitutes etc. (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay reimbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information

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only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any

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outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

12. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

13. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise

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personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

(Please customize this list as per your requirement. Template annexures are provided in the following pages, so please customize / remove the annexures as per your requirement)

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

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f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

h. **Certificate of Practice**: If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.

i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Puja Bhowmick

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Ernst & Young LLP
Golf View Corporate Tower-B,
Sector 42, Sector Road,
Gurugram-122 002 Haryana India.

Phone: +91 124 671 4000
Fax: +91 124 464 4050

08 March 2021

Ms. Adrija Saha
251/1, Nagendra Nath Road, Shrachi
Garden,Satgachi DumDum, Kolkata, 700028

Your appointment as Associate Consultant in Business Consulting Risk.

Dear Adrija,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **30 August 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be **NCR-Gurgaon (GVT).** However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 2 months' notice to the other party. The Firm may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay re-imbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

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9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise,

directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

12. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

13. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

h. **Certificate of Practice**: If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.

i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Adrija Saha

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Ernst & Young LLP
Golf View Corporate Tower-B,
Sector 42, Sector Road,
Gurugram-122 002 Haryana India.

Phone: +91 124 671 4000
Fax: +91 124 464 4050

08 March 2021

Mr. Aditya Sharma
D-404, Jhulelal Apartments,Pitampura, New Delhi,
110034

Your appointment as Associate Consultant in Business Consulting Risk.

Dear Aditya,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **30 August 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be **NCR-Gurgaon (GVT).** However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 2 months' notice to the other party. The Firm may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay re-imbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

Building a better working world

9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise,

directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

12. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

13. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

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i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Aditya Sharma

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Ernst & Young LLP
Golf View Corporate Tower-B,
Sector 42, Sector Road,
Gurugram-122 002 Haryana India.

Phone: +91 124 671 4000
Fax: +91 124 464 4050

08 March 2021

Mr. Aaditya Srivastava
127/739 w1,Saket Nagar, Kanpur, 208014

Your appointment as Associate Consultant in Business Consulting Risk.

Dear Aaditya,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **30 August 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be **NCR-Gurgaon (GVT).** However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 2 months' notice to the other party. The Firm may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay re-imbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

Building a better working world

9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise,

directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

12. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

13. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

h. **Certificate of Practice**: If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.

i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Aaditya Srivastava

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Ernst & Young LLP
Golf View Corporate Tower-B,
Sector 42, Sector Road,
Gurugram-122 002 Haryana India.

Phone: +91 124 671 4000
Fax: +91 124 464 4050

15 March 2021

Ms. Rithuparna K Jayan
IBS Campus,Shankarapally, Hyderabad, 501203

Your appointment as Associate Consultant in Business Consulting Risk.

Dear Rithuparna,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **05 April 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be **NCR-Gurgaon (GVT).** However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 2 months' notice to the other party. The Firm may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay re-imbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise,

directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

12. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

13. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

h. **Certificate of Practice**: If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.

i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Rithuparna K Jayan

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Ernst & Young LLP
6th, 12th & 13th floor,
"UB City"Canberra Block,
No.24,Vittal Mallya Road,
Bengaluru-560 001 India.
Phone: +91 80 4027 5000
Fax: +91 80 2210 6000

08 March 2021

Ms. Muskan Nathwani
"MUSKAN" BLOCK NO. 32 STREET NO. 4,RK
NAGAR BEHIND RANI TOWER KALAWAD
ROAD, Rajkot, 360005

Your appointment as Associate Consultant in Technology Consulting.

Dear Muskan,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only).** A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

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d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 10 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **30 August 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be Bangalore - UB City. However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving 45 days notice or 45 days salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 3 months' notice to the other party, which comprises a non negotiable mandatory working period of 2 months, with the remainder of the notice period being negotiable on both sides (to agree the release date and salary payment in lieu of notice, if any).

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry (to be completed within 30 days of date on which the said allegation has been first notified to your reporting manager save and except delayed due to events beyond control) that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in

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general, examples include rape, forgery, Robbery, and solicitation by prostitutes etc. (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay reimbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information

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only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any

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outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

12. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

13. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise

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personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

(Please customize this list as per your requirement. Template annexures are provided in the following pages, so please customize / remove the annexures as per your requirement)

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

h. **Certificate of Practice**: If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.

i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Muskan Nathwani

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Ernst & Young LLP
Golf View Corporate Tower-B,
Sector 42, Sector Road,
Gurugram-122 002 Haryana India.

Phone: +91 124 671 4000
Fax: +91 124 464 4050

08 March 2021

Mr. Udgem Goel
D-15, Sector-1,Petrochemicals Township,
Vadodara, 391345

Your appointment as Associate Consultant in Business Consulting Risk.

Dear Udgem,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band **5.**

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,00,000 per annum (Rupees Seven Lakh Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.

b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.

d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.

e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

f. It is further clarified that post your appointment with the firm you will not be covered under the current year's PMDP cycle (Performance Management & Development Process) and will be covered only from the next year cycle.

3. Date of joining

As agreed, you shall join the services of the Firm on **30 August 2021.**

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be **NCR-Gurgaon (GVT).** However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

a. During the probation period described above, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

b. After confirmation of services, either party may terminate the employment by giving a minimum of 2 months' notice to the other party. The Firm may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

c. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Recovery

In case you have been paid any amount at the time of joining, in lieu of notice pay re-imbursement or relocation reimbursement , the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

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9. Code of Conduct and Policies

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.

b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

10. Confidentiality

a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms , that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

11. Non- Compete

a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.

e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise,

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12. Intellectual Property

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a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:

- is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
- result from or is suggested by any work which you may do for the Firm
- are otherwise made through the use of Firm's time, facilities or materials.

b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

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During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

14. Miscellaneous

a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.

c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.

g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.

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i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Udgem Goel

Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
Salary Components	
Basic Salary:	288000.00
House Rent Allowance:	144000.00
Transport Assistance:	19200.00
Statutory Bonus:	0.00
Retirement Allowance:	0.00
Special Allowance:	199200.00
Medical Expenses:	15000.00
Other Perquisites	
Firm's Contribution to Provident Fund:	34560.00
Year End ExGratia	40.00
Total Salary Cost (per annum)	**700000**

Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN, then please apply for the same at the earliest.

1. Telephone Reimbursement: If you are opting for the same, then it will be INR 12,000/- per annum. This reimbursement covers one Mobile bill + one Landline + one Broadband. In case, if you are not opting for the landline then you can claim reimbursement for two Mobile bills and one Broadband from listed vendors. If you are not opting for Telephone reimbursement, then other salary components will get adjusted accordingly.
2. Leave Travel Allowance (LTA): If you are opting for the same, then it will be 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. If you are not opting for LTA, then other salary components will get adjusted accordingly.
3. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are active member of PF, then it will be mandatory for you to opt for it. In case, if you are not opting for PF then same will paid to you as Retirement Allowance.
4. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
5. You will be covered under the Organization’s Group Mediclaim Hospitalization Insurance.
6. At its sole discretion, the Organization may consider to take out group life insurance policy on lives of its employees to cover its risk of special protection liability in which case the amount paid by insurance company shall be in discharge of organization’s liability to pay such lumpsum compensation and not in addition to organization’s liability.

Details of all these policies will be made available to you at the time of your Joining.

Kotak Mahindra Bank

Date: June 16, 2021
Ref No: MT202156

Arshdeep Khurana
D36B, 2nd floor, Mansarover Garden, New delhi-110015, Delhi`

LETTER OF APPOINTMENT

Dear **Arshdeep Khurana,**

This letter marks an important event in the life of our Bank and indeed for you. We value this letter as a symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of the Kotak family. You promise to value our values and be one of us

Down to Earth & Approachable : We are simple, straight forward, realistic, unpretentious and always accessible to our stakeholders

Mutual Respect, Trust and Transparency : We nurture an environment which is transparent in dealings, value the contribution of every individual and respect basic human dignity in all interactions

Passion to Achieve : We are committed to focus on results with undying enthusiasm and energy

Entrepreneurial Approach : We generate and encourage creative ideas, applying sound commercial acumen. We have an innovative approach to problem solving and do not shy away from going beyond the conventional

Ethical with Governance Mindset : We are committed to conducting ethical business maximizing shareholder values on a sustainable basis, while ensuring fairness to all stakeholders including customers, team members, investors, business partners, Government and society at large.

When you sign this letter, you would have embarked on our quest to make modern history!

_____
Manoj Phadnis
Executive Vice President

_____
Arshdeep Khurana

Kotak Mahindra Bank Limited
CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park
Off Western Express Highway
General A K Marg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

Date: June 16, 2021
Ref No: MT202156

Arshdeep Khurana
D36B, 2nd floor, Mansarover
Garden, New delhi-110015, Delhi`

We have pleasure in appointing you as **Deputy Manager** in the Grade **M2** with effect from **June 23, 2021**, or from your date of reporting to work, whichever is earlier, provided that this letter of appointment shall cease to have effect if you do not report to work by **June 23, 2021**.

Position, Location and Remuneration

1. The details of your remuneration are enumerated in Annexure A, is enclosed. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** ('Bank').

2. You will initially be posted at our office at **Kotak Mahindra Bank Limited, 0182-New Delhi - Vasant Vihar-DEL**, but you will be liable to be posted or deputed at any other office/ branch of the Bank or any of its associate companies or any of its clients and your services are liable to be transferred to any subsidiary or associate or affiliate company including overseas.

Probation

3. Your appointment is subject to a probation period of **12 Months**, where after subject to your performance and conduct being satisfactory, your probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated by giving **1 Month** notice during the initial or extended period of probation.

Other conditions

4. Your appointment is subject to your providing, inter alia:
   - 4.1 A relieving letter from your previous employer relieving you from your duties.
   - 4.2 Receiving satisfactory background verification report.
   - 4.3 A copy of the last pay slip from the previous employer.
   - 4.4 Proof of identity which could be either the copy of voter identity card or Aadhar card or Passport
   - 4.5 Proof of date of birth.
   - 4.6 The Bank's application form complete with photograph.
   - 4.7 Valid email id.
   - 4.8 Mobile no and /or Landline no.

5. Your appointment is subject to submitting a Self−Certified Medical Fitness and Declaration Form issued by the Bank. If you are at any time prevented by ill−health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. If called upon, you shall submit yourself to an examination by a qualified registered medical practitioner appointed or agreed to by the Management and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

Duties, Responsibilities & Other employment

6. You will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future. Please note that should you be entrusted with the handling / custodianship of cash / securities, any shortfall will be recoverable from you personally. This does not preclude the Bank from recovering the same from any dues to you, or from taking legal action.

7. You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time. The hours of work, holidays and paid leave will be in accordance with the Bank's rules. Please note that if you absent yourself from the services of the Bank without prior written permission or overstay sanctioned leave for eight consecutive days, you will deemed to have abandoned service voluntarily without giving due notice and you shall lose lien on appointment.

8. You shall devote the whole of your time and attention to performing your duties and use your best endeavors to promote the interests of the Bank and your conduct at other times shall be such as not to damage the interests of the Bank. You shall not engage yourself directly or indirectly in any trade, business, vocation or occupation or in advisory capacity or accept compensation in any form from any third party for any actions performed on behalf of the Bank without the express written permission of the Bank. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Bank, whether directly or indirectly.

9. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires.

10. If you are at any time prevented by ill−health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

11. You shall inform the Bank without delay of any act of dishonesty, fraud or cheating or any damage to the Bank's property that you may come to know of, whether the same is under contemplation or is taking place or has already taken place.

12. You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any activity of the Bank.

Rules, Regulations and Confidentiality

13. You shall faithfully observe all the rules and regulations of the Bank as applicable from time to time and comply with all reasonable orders of your superiors and attend to your duties punctually at such place or places, as you may be required.

14. You shall also abide by and implement "The Corporate policy manual on Conflict of Interest, Confidential and Proprietary Information" including interalia the Information Technology Security Policy and Code of Conduct as approved by the Bank.

15. The Bank is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Bank including the Code of Conduct and other policies of the Bank as they form an integral part of the terms of employment with the Bank. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' from time to time through intranet and/or e–mails and you will be governed by the same from time to time as and when the said changes are made. It is your responsibility to read and comply with the same.

16. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Bank in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Bank processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Bank, its subsidiaries, its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Bank, its subsidiaries, its associates or clients.

    16.1. In line with the, SEBI (Prohibition of Insider Trading) Regulations,2015 as modified from time to time, you shall comply with the Employee Share Trading Code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

17. You are not authorized to and must not at any time:

    17.1. Trade on your own account by pledging the credit of the Bank;
    17.2. Even on the Bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Bank to risks which are beyond its financial capacity to bear;
    17.3. Enter into any commitment, dealing or obligation on behalf of the Bank, except to the extent of operating the Bank's bank account or accounts as empowered by a resolution of the Board of Directors of the Bank.

18. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank,its subsidiaries or its affiliates.

Termination

19. Your services can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

    19.1. Any incorrect information furnished by you or on suppression of any material information; and/or
    19.2. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter or a violation on your part of any of the Bank's rules and policies; and/or
    19.3. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude; and/or
    19.4. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or
    19.5. The results of any background checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion. and/or
    19.6. Any misconduct pertaining to moral turpitude, riotous/disorderly behaviour, theft, misappropriation, conviction by any court of law.
    19.7. Any act or omission, which could be construed as loss of confidence in you by the Management.
    19.8. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

20. Subject to the right of the Bank to terminate this employment in accordance with clause 19, it may be terminated either by the Bank or yourself by giving **3 Months'** notice in writing to the other.
    20.1. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated on the basis of monthly gross salary. The decision whether or not to accept the gross salary in lieu of the notice period will rest solely with the Bank and the employee shall be required to serve the applicable notice period as per the exit policy of the Bank if the Bank does not accept the gross salary in lieu of the notice period.

Retirement age

21. The age of superannuation i.e. the age of retirement in our Bank is 60 years.

22. On retirement or earlier termination of this employment in any manner, you shall hand over all papers, documents and other property belonging to the Bank or which have been entrusted to you or received by you in the course of your employment with the Bank.

Jurisdiction

23. If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent to cure such invalidity, illegality or unenforceability, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

24. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

25. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment.

26. As a full time employee of the Bank, you shall not be a Director on the Board of any Company. If you are a Director in any Company you are required to resign from the same before joining the Bank.

Compensation Breakup					
	Components	**P.M.**	**P.A.**	**Frequency**	**Remarks**
a. Basic	Basic Salary	19,721	236,650	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurance Premiums) & Additional HRA (If any)
b. Housing	House Rent Allowance	9,860	118,325	Monthly	Upto 50% of Basic Salary
c. Allowances and Benefits	Professional Allowance	11,856	142,267	Monthly	Paid out as a supplementary allowance
	Leave Travel Assistance	0	0	Monthly	LTA paid proportionately every month, subject to tax as per Income Tax Rules, more details in Leave Travel Allowance policy
	Statutory Bonus	3,944	47,330	Monthly	Payable as per Payment of Bonus Act
	Fitness Allowance	1,000	12,000	Monthly	Paid subject to updating the fitness goal for the year by clicking on our Health to the power infinity site by 10th of the month to start the allowance from that month onwards.
d. Insurances Preminums	Mediclaim		7,080	Annual	This denotes average Premium borne by the company. Coverage: Employee and dependents (parents, spouse and 2 children). Sum assured 4Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years. Policy is renewed in April every year. You will be covered by default, coverage of the dependents as per employee's declaration. More details in Kotak Mediclaim Policy.
	Kotak Term Life+ GPA		1,300	Annual	This denotes average Premium borne by the company. Life Insurance Policy: 1.5 times of CTC or grade-wise limit whichever is higher. Group Personal Accident Policy (GPA): 3L or 1 time CTC, whichever is higher Refer Term Life Insurance Policy & Group Personal Accident Policy.

e. Retirals	Contribution to Gratuity Fund		11,383	Annual	This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, exgratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
	Contribution to Provident Fund		23,665	Annual	Company's contribution towards PF @ 12% of Basic
Total Fixed Pay (a+b+c+d+e)	**Total Fixed Pay**	46,381	600,000		
f. Role Based Allowances/ Benefits	- **Shift Allowance** - for employees working in shift as per Shift Working policy - **Remote Working Allowance** - for the roles as per Remote working Policy - **Corporate Mobile SIM** - for the roles as per Mobile Policy - **Corporate Credit Card** - In case your role and grades defined as per Corporate Credit Card policy - **Laptop/ Desktop** - as per the role eligibility and company policy.				
g. Potential Variable Pay	As per the variable pay policy applicable for your role.				
h. Other Benefits	**- Emergency Loan -** Refer to Emergency loan policy for eligibility amount and other details.				

You are requested to send us a copy that is signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and successful career with us.

Your's faithfully,
For **Kotak Mahindra Bank Limited**

Manoj Phadnis
Executive Vice President

_____
Arshdeep Khurana
Date: _____

Kotak Mahindra Bank Limited
CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park
Off Western Express Highway
General A K Marg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

Date : 6/15/2021
Ref No: MT202156

Arshdeep Khurana

Dear Arshdeep Khurana,

Sub: Terms and conditions of the Guaranteed Bonus

We refer to the discussions we have had and hereby offer you an amount of Rs. **1,00,000/- (One Lakh Only)** as Guaranteed Bonus for 1st year will be paid on confirmation (12 months) on the following terms and conditions:

1. Having no disciplinary issues as per the terms & conditions of service.
1. Continuing to be in the employment of Kotak Mahindra Bank.
2. Not having tendered resignation or you serving notice period

- This amount will be paid post deduction of applicable taxes.
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amount, you shall be liable to pay the entire amount with interest at a rate not exceeding 13 % per annum. The Company has the right to set off the amount not paid against any dues payable to you.

You are requested to acknowledge this letter as a token of your acceptance of the terms and conditions.

Yours faithfully,
For **Kotak Mahindra Bank Limited**

I accept the above terms:

Manoj Phadnis
Executive Vice President – Human Resources

Arshdeep Khurana

Kotak Mahindra Bank

Date: June 16, 2021
Ref No: MT202158

Avishek Chakravarty
Flat Number 66B, Gangotri Enclave Pocket C, Alaknanda, New Delhi – 110019, Delhi

LETTER OF APPOINTMENT

Dear **Avishek Chakravarty,**

This letter marks an important event in the life of our Bank and indeed for you. We value this letter as a symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of the Kotak family. You promise to value our values and be one of us

Down to Earth & Approachable : We are simple, straight forward, realistic, unpretentious and always accessible to our stakeholders

Mutual Respect, Trust and Transparency : We nurture an environment which is transparent in dealings, value the contribution of every individual and respect basic human dignity in all interactions

Passion to Achieve : We are committed to focus on results with undying enthusiasm and energy

Entrepreneurial Approach : We generate and encourage creative ideas, applying sound commercial acumen. We have an innovative approach to problem solving and do not shy away from going beyond the conventional

Ethical with Governance Mindset : We are committed to conducting ethical business maximizing shareholder values on a sustainable basis, while ensuring fairness to all stakeholders including customers, team members, investors, business partners, Government and society at large.

When you sign this letter, you would have embarked on our quest to make modern history!

_____
Manoj Phadnis
Executive Vice President

_____
Avishek Chakravarty

Kotak Mahindra Bank Limited
CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park
Off Western Express Highway
General A K Marg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

Kotak Mahindra Bank

Date: June 16, 2021
Ref No: MT202158

Avishek Chakravarty
Flat Number 66B, Gangotri Enclave
Pocket C, Alaknanda, New Delhi –
110019, Delhi

We have pleasure in appointing you as **Deputy Manager** in the Grade **M2** with effect from **June 23, 2021**, or from your date of reporting to work, whichever is earlier, provided that this letter of appointment shall cease to have effect if you do not report to work by **June 23, 2021**.

Position, Location and Remuneration

1. The details of your remuneration are enumerated in Annexure A, is enclosed. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** ('Bank').

2. You will initially be posted at our office at **Kotak Mahindra Bank Limited, 0182-New Delhi - Vasant Vihar-DEL**, but you will be liable to be posted or deputed at any other office/ branch of the Bank or any of its associate companies or any of its clients and your services are liable to be transferred to any subsidiary or associate or affiliate company including overseas.

Probation

3. Your appointment is subject to a probation period of **12 Months**, where after subject to your performance and conduct being satisfactory, your probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated by giving **1 Month** notice during the initial or extended period of probation.

Other conditions

4. Your appointment is subject to your providing, inter alia:
   - 4.1 A relieving letter from your previous employer relieving you from your duties.
   - 4.2 Receiving satisfactory background verification report.
   - 4.3 A copy of the last pay slip from the previous employer.
   - 4.4 Proof of identity which could be either the copy of voter identity card or Aadhar card or Passport
   - 4.5 Proof of date of birth.
   - 4.6 The Bank's application form complete with photograph.
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5. Your appointment is subject to submitting a Self−Certified Medical Fitness and Declaration Form issued by the Bank. If you are at any time prevented by ill−health, accident or other urgent necessity from attending office or performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. If called upon, you shall submit yourself to an examination by a qualified registered medical practitioner appointed or agreed to by the Management and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave to which you are entitled under the rules shall be, at the discretion of the Management, without salary.

Duties, Responsibilities & Other employment

6. You will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future. Please note that should you be entrusted with the handling / custodianship of cash / securities, any shortfall will be recoverable from you personally. This does not preclude the Bank from recovering the same from any dues to you, or from taking legal action.

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8. You shall devote the whole of your time and attention to performing your duties and use your best endeavors to promote the interests of the Bank and your conduct at other times shall be such as not to damage the interests of the Bank. You shall not engage yourself directly or indirectly in any trade, business, vocation or occupation or in advisory capacity or accept compensation in any form from any third party for any actions performed on behalf of the Bank without the express written permission of the Bank. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Bank, whether directly or indirectly.

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11. You shall inform the Bank without delay of any act of dishonesty, fraud or cheating or any damage to the Bank's property that you may come to know of, whether the same is under contemplation or is taking place or has already taken place.

12. You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any activity of the Bank.

Rules, Regulations and Confidentiality

13. You shall faithfully observe all the rules and regulations of the Bank as applicable from time to time and comply with all reasonable orders of your superiors and attend to your duties punctually at such place or places, as you may be required.

14. You shall also abide by and implement "The Corporate policy manual on Conflict of Interest, Confidential and Proprietary Information" including interalia the Information Technology Security Policy and Code of Conduct as approved by the Bank.

15. The Bank is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Bank including the Code of Conduct and other policies of the Bank as they form an integral part of the terms of employment with the Bank. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' from time to time through intranet and/or e–mails and you will be governed by the same from time to time as and when the said changes are made. It is your responsibility to read and comply with the same.

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    16.1. In line with the, SEBI (Prohibition of Insider Trading) Regulations,2015 as modified from time to time, you shall comply with the Employee Share Trading Code as approved by the Board of Directors of the Bank. In addition, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

17. You are not authorized to and must not at any time:

    17.1. Trade on your own account by pledging the credit of the Bank;
    17.2. Even on the Bank's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Bank to risks which are beyond its financial capacity to bear;
    17.3. Enter into any commitment, dealing or obligation on behalf of the Bank, except to the extent of operating the Bank's bank account or accounts as empowered by a resolution of the Board of Directors of the Bank.

18. You shall not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Bank,its subsidiaries or its affiliates.

Termination

19. Your services can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

    19.1. Any incorrect information furnished by you or on suppression of any material information; and/or
    19.2. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter or a violation on your part of any of the Bank's rules and policies; and/or
    19.3. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude; and/or
    19.4. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or
    19.5. The results of any background checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion. and/or
    19.6. Any misconduct pertaining to moral turpitude, riotous/disorderly behaviour, theft, misappropriation, conviction by any court of law.
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    19.8. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

20. Subject to the right of the Bank to terminate this employment in accordance with clause 19, it may be terminated either by the Bank or yourself by giving **3 Months'** notice in writing to the other.
    20.1. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated on the basis of monthly gross salary. The decision whether or not to accept the gross salary in lieu of the notice period will rest solely with the Bank and the employee shall be required to serve the applicable notice period as per the exit policy of the Bank if the Bank does not accept the gross salary in lieu of the notice period.

Retirement age

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22. On retirement or earlier termination of this employment in any manner, you shall hand over all papers, documents and other property belonging to the Bank or which have been entrusted to you or received by you in the course of your employment with the Bank.

Jurisdiction

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24. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

25. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment.

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Compensation Breakup					
	Components	**P.M.**	**P.A.**	**Frequency**	**Remarks**
a. Basic	Basic Salary	19,721	236,650	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurance Premiums) & Additional HRA (If any)
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d. Insurances Preminums	Mediclaim		7,080	Annual	This denotes average Premium borne by the company. Coverage: Employee and dependents (parents, spouse and 2 children). Sum assured 4Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years. Policy is renewed in April every year. You will be covered by default, coverage of the dependents as per employee's declaration. More details in Kotak Mediclaim Policy.
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e. Retirals	Contribution to Gratuity Fund		11,383	Annual	This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, exgratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
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g. Potential Variable Pay	As per the variable pay policy applicable for your role.				
h. Other Benefits	**- Emergency Loan -** Refer to Emergency loan policy for eligibility amount and other details.				

You are requested to send us a copy that is signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and successful career with us.

Your's faithfully,
For **Kotak Mahindra Bank Limited**

Manoj Phadnis
Executive Vice President

_____
Avishek Chakravarty
Date: _____

Kotak Mahindra Bank Limited
CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park
Off Western Express Highway
General A K Marg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

Date : 6/15/2021
Ref No: MT202158

Avishek Chakravarty

Dear Avishek Chakravarty,

Sub: Terms and conditions of the Guaranteed Bonus

We refer to the discussions we have had and hereby offer you an amount of Rs. **1,00,000/- (One Lakh Only)** as Guaranteed Bonus for 1st year will be paid on confirmation (12 months) on the following terms and conditions:

1. Having no disciplinary issues as per the terms & conditions of service.
1. Continuing to be in the employment of Kotak Mahindra Bank.
2. Not having tendered resignation or you serving notice period

- This amount will be paid post deduction of applicable taxes.
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amount, you shall be liable to pay the entire amount with interest at a rate not exceeding 13 % per annum. The Company has the right to set off the amount not paid against any dues payable to you.

You are requested to acknowledge this letter as a token of your acceptance of the terms and conditions.

Yours faithfully,
For **Kotak Mahindra Bank Limited** **I accept the above terms**:

Manoj Phadnis
Executive Vice President – Human Resources

Avishek Chakravarty

Rajith Sukhavasi <rajiths@ibsindia.org>

RE: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

shweta.pathak@kotak.com <shweta.pathak@kotak.com> Thu, Jan 21, 2021 at 6:2
To: rajiths@ibsindia.org
Cc: shamee.raul@kotak.com

Mentioned below are the selects:

Arshdeep Khurana

Shashidhar Reddy

Avishek Chakravarty

Best,
Shweta

On 21 January 2021 at 12:11:55 AM IST, Rajith Sukhavasi <rajiths@ibsindia.org> wrote:

""The Sender of this email is from non Kotak domain""

Hi Shweta,

PFA resumes of the 11 students.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========

The ICFAI Foundation for Higher Education
(IBS Hyderabad - A constituent of IFHE - Deemed University under Section 3 of UGC Act,1956)
HYDERABAD-501203. Website: www.ibshyderabad.org, www.ifheindia.org
Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Wed, Jan 20, 2021 at 11:30 PM <shweta.pathak@kotak.com> wrote:

Please share their resumes.

Best,
Shweta
Lead – Campus & Talent Branding
Mobile: +91 7208937429

From: Rajith Sukhavasi <rajiths@ibsindia.org>
Sent: 20 January 2021 21:30
To: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Cc: Shamee Raul (Corporate, KMBL) <shamee.raul@kotak.com>
Subject: Re: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

""The Sender of this email is from non Kotak domain""

Hi Shweta,

Thank you for sharing the shortlist. As informed by you, students will join the interview process tomorrow from 12 noon onwards in the given zoom link.

We expected a good number in the shortlist and students are eagerly looking forward to this process.

I had scheduled the 11 candidates for the process tomorrow. Please let me know if there is any specific interview lineup to follow.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========

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HYDERABAD-501203. Website: www.ibshyderabad.org, www.ifheindia.org

Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Wed, Jan 20, 2021 at 8:17 PM <shweta.pathak@kotak.com> wrote:

Mentioned below are the shortlists for tomorrow's process:

Sr no	First Name	Last Name	Gender	Email

1	Arshdeep	khurana	Male	sahibsingh609@gmail.com
2	Damargidda Siddarth	Goud	Male	dsiddarthgoud@gmail.com
3	Debadyuti	Banerjee	Male	debadyuti.medical@gmail.com
4	Karan Singh	Matharu	Male	karansinghmatharu.ibs@gmail.com
5	Kriti	Seth	Female	kritiseth28@gmail.com
6	Lakshmi Sundari	Agoramoorthy	Female	lakshmisundari.10@gmail.com
7	Lohitaksh	Kapoor	Male	kapoorlohitaksh@gmail.com
8	PIYUSH	VAID	Male	Pvaid1998@gmail.com
9	Shashidhar	Reddy	Male	reddy.shashi222@gmail.com
10	Avishek	Chakravarty	Male	avishekformailing@gmail.com
11	ADRIJA	SAHA	Female	saha7adrija@gmail.com

Best,
Shweta
Lead – Campus & Talent Branding
Mobile: +91 7208937429
https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

From: Rajith Sukhavasi <rajiths@ibsindia.org>
Sent: 20 January 2021 13:59
To: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Cc: Shamee Raul (Corporate, KMBL) <shamee.raul@kotak.com>
Subject: Re: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

""The Sender of this email is from non Kotak domain""

Hi Shweta,

Please ignore my previous mail.

Please find the Zoom meeting link below. 2 break out rooms created and depending on your requirements we can add further meeting IDs.

My PRs will be there along with me to assist you for coordination. Please let us know if you have any other particular requirements.

Meeting link 1:
Topic: Kotak Mahindra Bank Final Placement process 1
Time: Jan 21, 2021 10:00 AM

Join Zoom Meeting
https://zoom.us/j/95473938601?pwd=RkdSaFlaVWwxWWd4WS9ITHBqcDRVUT09

Meeting ID: 954 7393 8601
Passcode: 179114

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========
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Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Wed, Jan 20, 2021 at 1:27 PM Rajith Sukhavasi <rajiths@ibsindia.org> wrote:

> Hi Shweta,
>
> Please find the Zoom meeting links below. Created 2 meeting ID's and further we can create break out rooms depending on your requirements.
>
> My PRs will be there along with me to assist you for coordination. Please let us know if you have any other particular requirements.
> ---
> **Meeting link 1:**
> Topic: Kotak Mahindra Bank Final Placement process 1
> Time: Jan 21, 2021 10:00 AM
>
> Join Zoom Meeting
> https://zoom.us/j/95473938601?pwd=RkdSaFlaVWwxWWd4WS9ITHBqcDRVUT09
>
> Meeting ID: 954 7393 8601
> Passcode: 179114
> ---
> **Meeting link 2:**
> Topic: Kotak Mahindra Bank Final Placement process 2
> Time: Jan 20, 2021 11:00 AM
>
> Join Zoom Meeting
> https://zoom.us/j/95282679475?pwd=SjB2TmZiazFyemxjQ3RGeDErbVdhUT09
>
> Meeting ID: 952 8267 9475
> Passcode: 367683
> ---
>
> **Thanks & Regards,**
>
> **Rajith Sukhavasi**
> **Manager-Corporate Relations & Placements**
> **T: +91 9848860446; email: rajiths@ibsindia.org**
> **==========**

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Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Wed, Jan 20, 2021 at 12:48 PM <shweta.pathak@kotak.com> wrote:

We will start at 12 noon. Please share the Zoom link.

Best,
Shweta
Lead – Campus & Talent Branding
Mobile: +91 7208937429
https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

From: Rajith Sukhavasi <rajiths@ibsindia.org>
Sent: 20 January 2021 11:45
To: Shamee Raul (Corporate, KMBL) <shamee.raul@kotak.com>
Cc: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Subject: Re: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

""The Sender of this email is from non Kotak domain""

Dear Shamee,

With reference to our telecon. today, Please find the updated student data(391 nos) as on today morning attached with this mail.

Request you to shortlist the candidates from this data file. I will share the zoom meeting details with 2 rooms in some time.

Blocked our calendar for Kotak bank process for tomorrow i.e 21st Jan.

Looking for the shortlist, time slots and details for tomorrow's process at the earliest to schedule the students.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========

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Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Sun, Jan 10, 2021 at 5:13 PM Rajith Sukhavasi <rajiths@ibsindia.org> wrote:

Dear Shamee,

Greetings from IBS Hyderabad!!

PFA updated student data files(applicants data), removed 61 students data who got placed from the initial applicants list. Now we have 400 students left for the process.

Request you to please provide an earliest possible interview schedule for our campus. Looking forward to hear from you soon.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========

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Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! **Tier-1 Category B-School**.

On Fri, Dec 18, 2020 at 5:57 PM Rajith Sukhavasi <rajiths@ibsindia.org> wrote:

Dear Shamee,

PFA data of students(461 no.s) applied for the given requirement. As discussed, i share the PPT meeting link with all the candidates.

Can you please share the speaker details to make him/her co-host and if any others are required to be made co-host, please let me know.

Looking for your reply.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========

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Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Fri, Dec 18, 2020 at 11:52 AM <shamee.raul@kotak.com> wrote:

Thanks a ton for getting this arranged Rajith ☺

Regards,
Shamee Raul | Talent Acquisition Group – Campus & COE
Kotak Infiniti, 2nd Floor | Building No. 21 | Infinity Park |
General AK Vaidya Marg,Malad (E) |Mumbai-97.
https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

From: Rajith Sukhavasi <rajiths@ibsindia.org>
Sent: 17 December 2020 17:45
To: Shamee Raul (Corporate, KMBL) <shamee.raul@kotak.com>
Cc: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Subject: Re: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

""The Sender of this email is from non Kotak domain""

Dear Shamee,

Please find the Zoom link for the Pre placement talk meeting.

Topic: Kotak Mahindra Bank Pre Placement Talk
Time: Dec 19, 2020 10:50 AM

Join Zoom Meeting link:
https://zoom.us/j/96316285166?pwd=eTBhcmg4eE5MeXF3UlB5YmlLMU0zUT09

Meeting ID: 963 1628 5166
Passcode: 491594

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========
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Ranked at #12 amongst the top B-Schools in India by Times B-School Survey !! **NIRF 25th Rank 2020** !! Tier-1 Cat B-School.

On Thu, Dec 17, 2020 at 4:56 PM <shamee.raul@kotak.com> wrote:

Thank you so much.

Also Please share the data in this sheet, I would need the city where student pursued graduation as well.

Regards,
Shamee Raul | Talent Acquisition Group – Campus & COE
Kotak Infiniti, 2nd Floor | Building No. 21 | Infinity Park |
General AK Vaidya Marg,Malad (E) |Mumbai-97.
https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

From: Rajith Sukhavasi <rajiths@ibsindia.org>
Sent: 17 December 2020 16:54
To: Shamee Raul (Corporate, KMBL) <shamee.raul@kotak.com>
Cc: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Subject: Re: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

""The Sender of this email is from non Kotak domain""

Dear Shamee,

I will share the link earliest by tomorrow.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========
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On Thu, Dec 17, 2020 at 4:47 PM <shamee.raul@kotak.com> wrote:

Dear Rajith,

We discussed, kindly share the Zoom link for 1000 candidates for PPT on Saturday 11am.

Duration – 120 minutes

Appreciate your help and support ☺

Regards,
Shamee Raul | Talent Acquisition Group – Campus & COE
Kotak Infiniti, 2nd Floor | Building No. 21 | Infinity Park |
General AK Vaidya Marg,Malad (E) |Mumbai-97.
https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

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From: Shamee Raul (Corporate, KMBL)
Sent: 17 December 2020 15:05
To: 'Rajith Sukhavasi' <rajiths@ibsindia.org>
Cc: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Subject: RE: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT -Saturday 19th Dec 20200 - 11am / Process - 25th Dec 2020

Thanks Rajith.

Regards,
Shamee Raul | Talent Acquisition Group – Campus & COE
Kotak Infiniti, 2nd Floor | Building No. 21 | Infinity Park |
General AK Vaidya Marg,Malad (E) |Mumbai-97.
https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

From: Rajith Sukhavasi <rajiths@ibsindia.org>
Sent: 17 December 2020 15:02
To: Shamee Raul (Corporate, KMBL) <shamee.raul@kotak.com>
Cc: Shweta Pathak (Corporate, KMBL) <shweta.pathak@kotak.com>
Subject: Re: KMBL Campus recruitment - ICFAI - Hyderabad - Virtual PPT - Saturday 19th Dec 2020- 11am / Process - 25th Dec 2020

""The Sender of this email is from non Kotak domain""

Dear Shamee,

Greetings from IBS Hyderabad!!

Thank you for sharing the requirement details. As discussed, I had posted the given requirement and details in our campus portal and blocked our calendar for 19th Dec(PPT) and 25th Dec(Interview process). I will share the data by tomorrow eod as per the given format.

Thanks & Regards,

Rajith Sukhavasi
Manager-Corporate Relations & Placements
T: +91 9848860446; email: rajiths@ibsindia.org
==========
IBS HYDERABAD **The ICFAI Foundation for Higher Education**
(IBS Hyderabad - A constituent of IFHE - Deemed University under Section 3 of UGC Act,1956)
HYDERABAD-501203. Website: www.ibshyderabad.org, www.ifheindia.org
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On Thu, Dec 17, 2020 at 2:39 PM <shamee.raul@kotak.com> wrote:

> Dear Rajith,
>
> Greetings from Talent Acquisition Group – Campus, glad to connect again.
>
> As discussed, we are pleased to inform you that we are initiating the campus recruitment program with your Institute.
> Campus recruitment is one of the important channels of hiring bright young professionals and including fresh talent pool for Various requirements across Verticals. Kotak Bank offers plethora of opportunities for fresh talent to be hired through campus, with this communication we intend to share the process of Campus recruitment.
>
> Selection Process :
> 1. Shortlisting of Candidates basis Role
> 2. Group Discussion (As per panel discretion)
> 3. Personal Interviews (2 Rounds)
>
> | | |
> |---|---|
> | **Date / Time for PPT** | **Saturday 20th Dec 2020 – 11 am** |
> | **Date for the process** | **25th Dec – will confirm the time slot shortly** |
> | **Job Location** | Pan India |
> | Probation period | 6 months |
> | Grade on Confirmation | Deputy Manager |
> | Compensation | 6L +1CB |
>
> Send the Data of the candidates in the attached format by 18th Dec EOD (Pls Do not make any changes in data OR change the format, do not leave any columns blank)
>
> Regards,
> Shamee Raul | Talent Acquisition Group – Campus & COE
> Kotak Infiniti, 2nd Floor | Building No. 21 | Infinity Park |
> General AK Vaidya Marg,Malad (E) |Mumbai-97.
> https://upload.wikimedia.org/wikipedia/en/thumb/3/39/Kotak_Mahindra_Group_logo.svg/800px-Kotak_Mahindra_Group_logo.svg.png

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<Debadyuti Banerjee.pdf>
<Damargidda Siddarth Goud.pdf>
<Avishek Chakravarty.pdf>
<Arshdeep Singh.pdf>
<Karan Singh Matharu.pdf>
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<Shashidhar Reddy.pdf>

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image001.png
5K

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207471449/Delhi/BPS/BOPL
Date: 04/06/2021

Mr. Madhav Agarwal
Urbana Nri Complex Tower - 2 Flat - 3501
783 Anandapur
Ruby Hospital
Kolkata-700107
West Bengal
Tel# -

Dear Mr. Madhav Agarwal,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Delhi . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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Tata Consultancy Services Limited
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Tel 91 124 6123410 E-mail: corporate.office@tcs.com, Website: http://www.tcs.com
Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
  - i. Period of employment
  - ii. Technology areas you worked on
  - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Madhav Agarwal
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207470186/Chennai/BPS/BOPL
Date: 27/05/2021

Ms. Arushee Khanduja
House No. 1047, Sector 9

St. Anthony'S School
Faridabad-121006
Haryana
Tel# -

Dear Ms. Arushee Khanduja,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Chennai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
6th Floor III Phase, Spencer Plaza 769, Anna Salai, Chennai - 600 002, India
Ph.: +91 44 66164111 Fax 91 44 6616 4050 E-mail: corporate.office@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Arushee Khanduja
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207471640/Delhi/BPS/BOPL
Date: 04/06/2021

Mr. Sahil Kalra
3304
Sector-D Pocket-3
Vasant Kunj
New Delhi-110070
Delhi
Tel# 91-85877860134

Dear Mr. Sahil Kalra,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Delhi . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
  - i. Period of employment
  - ii. Technology areas you worked on
  - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Sahil Kalra
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207453536/Mumbai/BPS/BOPL
Date: 05/06/2021

Ms. Geethika P
402, Rasasri Towers
Yellareddy Guda
Near Keerthi Apartments
Hyderabad-500073
Telangana
Tel# -

Dear Ms. Geethika P,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Mumbai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,86,438/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,690/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,700/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Geethika P
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,940	2,87,280
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,700	32,400
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**48,212**	**5,86,438**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,690	1,52,280
GROSS BOUQUET OF BENEFITS	**23,940**	**2,87,280**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207468936/Hyderabad/BPS/BOPL
Date: 16/08/2021

Ms. Reetu Kumari
8-2-613/75/H/198, Rd No. 11
Uday Nagar Colony, Banjara Hills
Near Sri Saraswathi High School
Hyderabad-500034
Telangana
Tel# -

Dear Ms. Reetu Kumari,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Hyderabad . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

TATA CONSULTANCY SERVICES
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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Reetu Kumari
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207472057/Mumbai/BPS/BOPL
Date: 27/05/2021

Ms. Tanya Shaw
Ideal Heights, Block-C, Flat No.-5c
302, A.P.C Road
Sealdah
Kolkata-700009
West Bengal
Tel# 91-8013067908

Dear Ms. Tanya Shaw,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Mumbai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,86,438/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,690/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,700/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Tanya Shaw
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,940	2,87,280
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,700	32,400
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**48,212**	**5,86,438**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,690	1,52,280
GROSS BOUQUET OF BENEFITS	**23,940**	**2,87,280**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207468421/Pune/BPS/BOPL
Date: 27/05/2021

Ms. Shailja Singh
Lig B 1019 Awas Vikas Colony Hanspuram Naubasta

Naubasta
Kanpur-208021
Uttar Pradesh
Tel# -

Dear Ms. Shailja Singh,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Pune . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Shailja Singh
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207470631/Chennai/BPS/BOPL
Date: 27/05/2021

Mr. Abhishek Krishna
C/O Mr. Jai Prakash.House No. 22, East Of Road No. 6/C, Mahadeopuri, Gardanibagh, Patna- 800001

Smile Dental Care Clinic
Patna-800001
Bihar
Tel# -

Dear Mr. Abhishek Krishna,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Chennai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
6th Floor III Phase, Spencer Plaza 769, Anna Salai, Chennai - 600 002, India
Ph.: +91 44 66164111 Fax 91 44 6616 4050 E-mail: corporate.office@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Abhishek Krishna
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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HR/OFOL/011

To
Ms Roshini Mallula
D/o M Lakshmana Rao,
H.No : 2-121/6,Plot No : 6
Engineers Enclave,Chanda Nagar
Near Vidya Vani High School,Tirumalagiri
Hyderabad - 500050

Date : 23-January-2021

OFFER LETTER

Dear Ms Roshini,

We are pleased to offer you the position of **"Management Trainee"** with Origo Finance Private Ltd. as per the following terms of employment:

1) **Location:** Your initial place of work will be **HO-Hyderabad**.

2) **Compensation:** Your Cost to Company will be **Rs. 5,50,000 FCTC/- P.A** (Five Lakh Fifty Thousand Only) **per annum** and in addition you may be paid a discretionary performance incentive of **Rs50,000.Performance Bonus /- P.A** (Fifty Thousand Only) on pro rata basis for the period served. Your grade will be N2 **Grade**. Your salary structure is given in the annexure to this letter. All other terms will be listed in the appointment letter given to you at the time of joining.

3) **Date of Joining**: Your date of joining will be on or before **05th April, 2021.** Please report at our Hyderabad Office.

4) **Training:** You will be under training for a period of one year from your date of joining

5) This offer is contingent upon providing the copies of the documents as detailed below on the day of your joining:
   a) Birth and Educational certificates, three passport size color photographs
   b) Address proof/ID proof/PAN card

6) Any falsification of the documents will result in withdrawal of this offer or immediate termination of your appointment with Origo Finance Pvt. Ltd.

7) Please sign a copy of this offer letter and return it as a token of your acceptance to this email ID or at the address given below on or before **27-January-2021**, beyond which the offer stands cancelled

*Please note: 'In case of an unfavourable reference check this offer letter stands cancelled / withdrawn automatically without any notice or communication to you.

We look forward to welcoming you to Origo Finance Pvt. Ltd

For Origo Finance Pvt. Ltd.

Nalini Naidu

ORIGO FINANCE PRIVATE LIMITED

Nalini Naidu
AVP – Human Resources

Name:	Roshini Mallula
Designation:	Management Trainee
Grade:	N2
State:	Telangana

CTC Structure	Annual in INR	Monthly in INR
Components		
Basic Salary	2,20,000	18,333
House Rent Allowance	1,10,000	9,167
Statutory Bonus	11,798	983
Special Allowance	1,69,596	14,133
Gross	**5,11,394**	**42,616**
Deductions		
PF	21,600	1,800
Professional Tax	2,400	200
Net Salary	**4,87,394**	**40,616**
Other Benefits		
Gratuity	10,582	882
Medical Insurance Premium	3,828	319
Group Term Insurance	796	66
PF (Er)	23,400	1,950
Sub Total	**5,50,000**	**45,833**
Performance Bonus	50,000	4,167
Cost to Company	**6,00,000**	**50,000**

Note: Income Tax as per applicability

Nalini Naidu

Nalini Naidu
AVP – Human Resources

GRANULES

REGISTERED OFFICE

GRANULES INDIA LTD., 2nd Floor, 3rd Block, My Home Hub,
Madhapur, Hyderabad - 500 081, Telangana, INDIA.
Tel: +91 40 30660000, Fax: +91 40 23115145, mail@granulesindia.com, www.granulesindia.com
CIN: L24110TG1991PLC012471

January 28, 2021

Ms. Pallavi P
HNO:A1/1/12
HITECH Plaza
Sunderpada, Bhubaneswar
Orissa.

Dear Pallavi,

This has reference to your application for employment and subsequent interviews you had with us. We are pleased to appoint you as **Management Trainee** in **Human Resources** department in the grade **MT**, in our company on the following terms and conditions:

Your total remuneration and other perquisites will be **Rs.5,00,000/- (Five Lakhs Rupees only)** per annum (Refer **Annexure** for detailed breakup)

Matters pertaining to your remuneration are treated in strictest of confidence by the company and the same is expected on your part. You shall maintain complete confidentiality in all the information herein disclosed to you. Any inconsistent action by you involving a disclosure of these details will attract strict disciplinary action.

At present you will be posted at our **Granules India- Corporate Office- Hyderabad**. However, your services are liable to be transferred to any other department, to any shift, work sites, offices, branches, factories associates or group companies anywhere in India/outside India depending upon the exigencies of work.

Your appointment is subject to your being found physically fit which need to be certified by a Registered Medical Officer. Your date of birth as per your application for appointment is **April 05, 1997** and the same is hereby confirmed.

We request you to join the organization at the earliest, however not later than **February 25, 2021**. Please carry the below mentioned original documents for verification and submit the photocopies.

a) Proof of date of birth / SSLC / HSC certificate stating date of birth
b) Educational Qualifications
c) Relieving and Experience letter from the previous employer/s
d) Aadhaar card and **PAN Card (mandatory)**
e) Passport / Voter card / Driving License / Ration Card
f) Four copies of your recent Identity card size and one copy of stamp size color photograph
g) Form – 16 of last two financial years from previous employer (if applicable)

Please contact the HR Department at 09:30 hrs on the date of joining at Granules India Ltd., 02nd Floor, 03rd Block, My Home Hub, Madhapur, Hyderabad – 500 081 to complete the joining formalities.

Please sign the duplicate copy of this letter as an acceptance of the terms contained herein and confirm the date by which you will be joining the organization latest by **January 28, 2021** after which the offer will stand withdrawn.

We look forward to having long-term association with you.

With best wishes

for GRANULES INDIA LIMITED

Atul Dhavle
CHRO

GRANULES

SERVICE CONDITIONS FOR EMPLOYEES IN STAFF AND EXECUTIVE GRADES

INTRODUCTION AND SCOPE

The Service Conditions are intended to give a clear understanding of the conditions and regulations of employment at Granules India Ltd., and its group companies. Some parts of this annexure are descriptions of standards and expectations and are intended to guide employees. Other parts are rules and regulations governing the employment in the Company. In the spirit of continuous improvement, the service conditions may be modified at any time. In this event, all concerned employees will be communicated about the same from time to time.

EMPLOYEMENT STATUS

You will be on training for a period of twelve months from the date of your joining duties, which may extend, depending upon your performance, conduct, attendance etc., During the training period,

- If your performance is found to be not satisfactory, your services are liable for termination without assigning any reasons whatsoever.
- Your Appointment is subject to – you clear all your academic examinations and produce all your provisional certificates for all your educational qualifications. Failing which, your job appointment shall stands cancelled.

LEAVES AND HOLIDAYS

All employees are eligible to avail leave as per the leave rules applicable to the business unit / office to which they belong to.

SHIFT TIMINGS, HOURS OF WORK & WEEKLY HOLIDAY

The working hours and the weekly offs depend on the business unit / office to which the employee belongs to.

DUAL EMPLOYMENT

The employees are expected to be in full time employment of the organization and therefore shall not engage in any other profession or business unless it's consented by the company in writing.

TERMINATION OF EMPLOYMENT

An employee's appointment is terminable by three months' notice or payment of three months' Basic salary in lieu thereof by either side. In case an employee affects such termination by resignation, the employee is required to serve complete three months before he / she can be relieved from the services of the company. However, relieving from the company will take place after the company is satisfied that proper handing over of papers, documents, information, and assets is completed.

The company will not be liable to pay notice pay in case the appointment is terminated on grounds of (i) Breach of confidentiality (ii) Gross negligence (iii) Violation of law or willful noncompliance of law (iv)Misconduct (v) Violation of the Code of Conduct or (vi) Providing false information at the time of appointment.

FUNCTIONAL RESPONSIBILITIES

Subject to superintendence, control and direction of the Reporting Authority, you will be responsible for all the functions that are allocated to you by your Reporting Authority from time to time, for which you shall maintain the relevant records and comply with all the statutory requirements, if any, within the stipulated time. You may also be entrusted with any other tasks or assignments from time to time in the exigencies of the Company's business orally or in writing either by your Reporting Authority or by any other higher official.

MEDICAL EXAMINATION

Further, your continuance in the employment is subject to the condition that you are fit at all times and for that purpose you are required to undergo medical check-up periodically by the authorized Medical Officer appointed by the Company as and when so ordered.

GRANULES

UPKEEP AND MAINTENANCE OF ASSETS

The employees are responsible for safe keeping and return in good condition and order the company's property and / or equipment which they may be given or handed over for official use. The employees will return forthwith, as and when called upon to do so, in good condition and order, all property and / or equipment which may have come into their possession during the course of the employment.

CONFIDENTIALITY AND NON-DISCLOSURE

An employee shall not disclose without written consent, any trade secret or confidential information concerning the financial arrangements or position of the Company or any of the dealings, transactions or affairs of Company's business. Without prejudice to the generality of this clause, the confidential information of the Company includes information concerning client lists, business, databases, marketing plans and strategies, sales, pricing and margin information, and everything else marked "Confidential" or which is otherwise indicated, explicit or implicit to be subject to an obligation or confidence.

Any commitment given by the Company, to third parties including collaborators, customers, and suppliers regarding confidentiality of information available to an employee will become automatically binding on such employee. Employees will have to give an undertaking to the company to ensure Protection of Intellectual Property Rights and Confidentiality provisions as mentioned above.

An employee may publish any articles or deliver any talk or be associated with any organization pertaining to his / her profession only with a prior written consent of the company.

INTELLECTUAL PROPERTY

It is a condition of the employment that the Company is the owner of all copyright and all other intellectual property rights of whatever nature in work, computer programs, and other projects incorporating intellectual property, which are created or developed by the employees during their employment.

To the extent that, by law, the employee does not have any legal or equitable interest in any work, including any computer program, databases, documents, artwork, film, or sound recording created or developed pursuant to the employment with the Company, the employee hereby irrevocably and unconditionally assigns to the company all intellectual property rights including copyright, in all such works.

RETIREMENT AGE

All employees shall retire from the services of the company on attaining the age of 60 years. Any extension to the employment beyond the age of 60 years shall be with mutual consent and on terms and conditions as agreed.

POLICIES AND PROCEDURES

All employees are liable to conform to Company policies and procedures, rules and regulations, discipline and general work practices, which are subject to change from time to time.

CODE OF BUSINESS CONDUCT

All employees are required to adhere to the Code of Business Conduct.

JURISDICTION

Any disputes arising out of and / or relating your employment with the company shall be subject to the jurisdiction of city of Hyderabad only.

GRANULES

Annexure

Name : PALLAVI P

Department : Human Resources

Designation : Management Trainee

Grade : MT

New Salary Structure	Monthly	Annual
Basic Salary	20,800	2,49,600
House Rent Allowance	17,671	2,12,048
Gross Salary (A)	**38,471**	**4,61,648**
Employer PF	2,496	29,952
Employer ESI	-	-
Bonus	700	8,400
Statutory Payments (B)	**3,196**	**38,352**
Fixed Pay (A+B)	**41,667**	**5,00,000**

GUIDE TO THE COMPONENT WISE DESCRIPTION

BASIC SALARY

Basic Salary is the most important component of the compensation structure. The employer contribution to Provident Fund is calculated based on this amount. This component is also linked to House Rent Allowance, Leave Encashment, Bonus and Gratuity. This amount is credited every month from the date of joining and is fully taxable. This amount is approximately 50% of your monthly fixed pay.

HOUSING RENT ALLOWANCE

Housing Rent Allowance is a salary component that is paid to you to pay your house rent. This amount is subject to tax deduction at source as per the pertinent Income Tax rules and on the rent bills submission.

EMPLOYER PROVIDENT FUND

This amount indicates the employer's contribution to the Employee's Provident Fund account and the Family Pension Scheme. Such an amount is typically 12% on the wage celling limit of Rs. 15,000/- i.e. Rs. 1800/-.

EMPLOYEES' STATE INSURANCE (ESI)

This amount indicates the employer's contribution to the Employee's State Insurance for the medical benefit of self and family members. Such an amount is typically 4.75% on the monthly gross salary.

BONUS / EX-GRATIA

This is an amount which will be paid during Oct/Nov every year.

for **GRANULES INDIA LIMITED**

Atul Dhavle
CHRO

GRANULES

Apart from the above remuneration (Annexure), the company provides additional benefits. A few of them are listed below:

1. Coverage under Group Medical Insurance Policy for Self and direct dependents like Spouse, Children (s) & Parents where the premium to be borne by the company as well as the employee
2. Coverage under Group Personal Accident Policy as per your Grade
3. Coverage under Employee Deposit Linked Insurance (for employees under Provident Fund)
4. Coverage under the Future Service Liability for the full anticipated service and also the Gratuity as per the Payment of Gratuity Act, 1972

AMENDMENT TO THE COMPENSATION AND BENEFITS STRUCTURE

The company reserves the right to modify the structure time to time depending on need. The employee shall be intimated about the changes as required.

Atul Dhavle
CHRO

I have read and understood the terms and conditions mentioned above. I undertake that there would be no breach of this confidentiality agreement. I hereby accept the engagement on the said terms and conditions. By accepting this offer, I authorize Granules India Ltd., to verify the documents from an outside Background Screening Agency, which includes my current/previous Employment history, Educational / Professional Credentials and background verification. If upon investigations, any false or misleading information found may result in dismissal of employment.

Signature : _____

Name : _____

Date : _____

Offer: Computer Consultancy
Ref: TCSL/DT20207480933/Hyderabad
Date: 11/02/2021

Ms. Lalitha Devi Chandika
3-25/1Ramalayam Street,
Muddapuram,
Tanuku-534146,
Andhra Pradesh.
Tel# -

Dear Lalitha Devi Chandika,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Lalitha Devi Chandika**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207487747/Hyderabad
Date: 22/02/2021

Mr. Bharath Goud Challapur
H.No -3-29,Manneguda,
Cross Roads,
Vikarabad-501101,
Telangana.
Tel# -9849206377

Dear Bharath Goud Challapur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Bharath Goud Challapur**
Designation	**Management Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207464576/Hyderabad
Date: 28/02/2021

Ms. Mounika Mupparapu
1-522/1Sai Ram Street,
Kadapa Road, Beside Ramu Stickerings,
Pileru-517214,
Andhra Pradesh.
Tel# -

Dear Mounika Mupparapu,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,09,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹16,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹3,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,800/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**

   As per the recommendation of our management review panel, out of your total experience, 1.7 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**

   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. **Overseas International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCS India

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Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

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16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

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On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Mounika Mupparapu**
Designation	**Assistant System Analyst**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,706	3,08,472
2) Performance Pay		
Monthly Performance Pay	3,700	44,400
Quarterly Variable Allowance*	2,800	33,600
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	50,128	6,09,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	16,456	1,97,472
GROSS BOUQUET OF BENEFITS	25,706	3,08,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207469928/Hyderabad
Date: 22/02/2021

Ms. Babysree Meka
Plot No-206/A, Varalakshmi Residency, Addagutta Society, Opp Jntu, KukatpallyStreet No-9,
Icici Bank,
Hyderabad-500072,
Telangana.
Tel# -

Dear Babysree Meka,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Babysree Meka**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207455320/Hyderabad
Date: 22/02/2021

Ms. Blessy Rao Jana
Nb-261, Writer BasthiWriter Basthi,Lane No.9,
K.C.O.A Club,
Kothagudemkmm District-507101,
Telangana.
Tel# 91-8465910963

Dear Blessy Rao Jana,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Blessy Rao Jana**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207462766/Hyderabad
Date: 11/02/2021

Ms. Yuvani P G
19-9-75, 106, Sri Enclave ApartmentsS.T.V.Nagar,
Opp.Old Apseb Office,
Tirupati-517501,
Andhra Pradesh.
Tel# -

Dear Yuvani P G,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Yuvani P G**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207452976/Hyderabad
Date: 11/02/2021

Mr. Pranjal Srivastava
E-1480Rajaji Puram,
Rajajipuram,
Lucnow-226017,
Uttar Pradesh.
Tel# -

Dear Pranjal Srivastava,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Pranjal Srivastava**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207448685/Hyderabad
Date: 11/02/2021

Ms. Tamanna Panda
Plot No-1196/6804, Shanti Vihar,Jagmohan Nagar, Jagmara,
Khandagiri,
Bhubaneswar-750130,
Odisha.
Tel# 91-7205696708

Dear Tamanna Panda,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Tamanna Panda**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207485300/Hyderabad
Date: 22/02/2021

Mr. Shubhankar Anand Singh
752/7 Adarsh Housing Society, Vijayraj Nagar, Near Jewel Circle, Bhavnagar -364003752/7 Adarsh Housi
Behind Utsav Flat,
Bhavnagar-364003,
Gujarat.
Tel# 91-6350068379

Dear Shubhankar Anand Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Shubhankar Anand Singh**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207437033/Hyderabad
Date: 11/02/2021

Mr. Dhruti Sundar Pradhan
Qr No-A/6, Power Colony Nandira ChhakN S Nagar Bharatpur,
Talcher,
Talcher-759148,
Odisha.
Tel# -

Dear Dhruti Sundar Pradhan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Dhruti Sundar Pradhan**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207437427/Hyderabad
Date: 28/02/2021

Ms. Irene Sabu
Aruparayil HouseChappanangadi Po,
Kottakal,
Malappuram-676503,
Kerala.
Tel# -

Dear Irene Sabu,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,33,442/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹18,257/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹3,800/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,900/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**

   As per the recommendation of our management review panel, out of your total experience, 2.0 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**

   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. **Overseas International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCS India

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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
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Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

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16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

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On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Irene Sabu**
Designation	**Assistant System Analyst**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	27,507	3,30,084
2) Performance Pay		
Monthly Performance Pay	3,800	45,600
Quarterly Variable Allowance*	2,900	34,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	52,129	6,33,442

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	18,257	2,19,084
GROSS BOUQUET OF BENEFITS	27,507	3,30,084

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207456848/Hyderabad
Date: 23/02/2021

Ms. Mansi S
B.I.E.T CampusB.I.E.T Campus,
Kanpur Road,
Jhansi-284001,
Uttar Pradesh.
Tel# -9453880880

Dear Mansi S,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Mansi S**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207464362/Hyderabad
Date: 11/02/2021

Ms. Aditi Singh
Lig 14Beside Asha Videos, In Front Of 11 Star Ground,
Katora Talabh,
Raipur-492001,
Chhattisgarh.
Tel# -

Dear Aditi Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Aditi Singh**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203594280/Hyderabad
Date: 11/02/2021

Mr. Sunip Das
34/12Bhattacharjee Para Lane,
Jotu Lahiri Gola,
Howrah-711104,
West Bengal.
Tel# -

Dear Sunip Das,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sunip Das**
Designation	**Management Trainee**
Institute Name	**Icfai Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207452824/Hyderabad
Date: 11/02/2021

Mr. Onkar Anil Raghoji
Ganga Niwas, 24/3, Budhawar Peth, Samrat Chowk, Solapur 413002Near Damani High School,
Near Damani High School,
Solapur-413002,
Maharashtra.
Tel# -

Dear Onkar Anil Raghoji,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Onkar Anil Raghoji**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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HR/OFOL/012

To
Mr Prasanna Ram Kumar Saravanan
S/o Saravanan ,
No : 26
Agarharam Street,Kottucherry,Karaikal,
Puducherry - 609609

Date : 27-January-2021

OFFER LETTER

Dear Mr Prasanna,

We are pleased to offer you the position of **"Management Trainee"** with Origo Finance Private Ltd. as per the following terms of employment:

1) **Location:** Your initial place of work will be **HO-Hyderabad**.

2) **Compensation:** Your Cost to Company will be **Rs. 5,50,000 FCTC/- P.A** (Five Lakh Fifty Thousand Only) **per annum** and in addition you may be paid a discretionary performance incentive of **Rs50,000.Performance Bonus /- P.A** (Fifty Thousand Only) on pro rata basis for the period served. Your grade will be N2 **Grade**. Your salary structure is given in the annexure to this letter. All other terms will be listed in the appointment letter given to you at the time of joining.

3) **Date of Joining**: Your date of joining will be on or before **05th April, 2021.** Please report at our Hyderabad Office.

4) **Training:** You will be under training for a period of one year from your date of joining

5) This offer is contingent upon providing the copies of the documents as detailed below on the day of your joining:
   a) Birth and Educational certificates, three passport size color photographs
   b) Address proof/ID proof/PAN card

6) Any falsification of the documents will result in withdrawal of this offer or immediate termination of your appointment with Origo Finance Pvt. Ltd.

7) Please sign a copy of this offer letter and return it as a token of your acceptance to this email ID or at the address given below on or before **30-January-2021**, beyond which the offer stands cancelled

*Please note: 'In case of an unfavourable reference check this offer letter stands cancelled / withdrawn automatically without any notice or communication to you.

We look forward to welcoming you to Origo Finance Pvt. Ltd

For Origo Finance Pvt. Ltd.

Nalini Naidu

ORIGO FINANCE PRIVATE LIMITED

Nalini Naidu
AVP – Human Resources

Name:	Prasanna Ram Kumar Saravanan
Designation:	Management Trainee
Grade:	N2
State:	Telangana

CTC Structure	Annual in INR	Monthly in INR
Components		
Basic Salary	2,20,000	18,333
House Rent Allowance	1,10,000	9,167
Statutory Bonus	11,798	983
Special Allowance	1,69,596	14,133
Gross	**5,11,394**	**42,616**
Deductions		
PF	21,600	1,800
Professional Tax	2,400	200
Net Salary	**4,87,394**	**40,616**
Other Benefits		
Gratuity	10,582	882
Medical Insurance Premium	3,828	319
Group Term Insurance	796	66
PF (Er)	23,400	1,950
Sub Total	**5,50,000**	**45,833**
Performance Bonus	50,000	4,167
Cost to Company	**6,00,000**	**50,000**

Note: Income Tax as per applicability

Nalini Naidu

Nalini Naidu
AVP – Human Resources

Offer: Computer Consultancy
Ref: TCSL/DT20207438208/Hyderabad
Date: 28/02/2021

Mr. Srujan Vinnakota
11/1Vinnakota Vari Street,
Subbrao Hospital,
Kothavalasa-535183,
Andhrapradesh.
Tel# 91-9440838828

Dear Srujan Vinnakota,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Analyst** in Grade **C1**.

Your gross salary including all benefits will be **₹6,33,442/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹18,257/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹3,800/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,900/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**

   As per the recommendation of our management review panel, out of your total experience, 2.0 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**

   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**

   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. **Probation Period**
   You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. **Overseas International Assignment Agreement**
    If you are on international assignment, you will be covered by the TCS India

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Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

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16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

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On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Srujan Vinnakota**
Designation	**Assistant System Analyst**
Institute Name	**Icfai School Of Mngt Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	27,507	3,30,084
2) Performance Pay		
Monthly Performance Pay	3,800	45,600
Quarterly Variable Allowance*	2,900	34,800
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	52,129	6,33,442

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	18,257	2,19,084
GROSS BOUQUET OF BENEFITS	27,507	3,30,084

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207482827/Hyderabad
Date: 22/02/2021

Mr. Nithin Abraham Mathew
Valiyaparambil House, Moothedam P. O., Malappuram DistrictEdakkara Moothedam Road,
Near Eben Ezer Moothedam Church,
Edakkara-679331,
Kerala.
Tel# 91-9497808802

Dear Nithin Abraham Mathew,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Nithin Abraham Mathew**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207436017/Hyderabad
Date: 22/02/2021

Mr. Pramit Chakraborty
826 Jhilpar Road, Kolkata,Mahamayatala,Garia826 Jhilpar Road, Amarbasha 2,Mahamayatala,Garia, Mahamayatala,
Kolkata-700084,
West Bengal.
Tel# -

Dear Pramit Chakraborty,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Pramit Chakraborty**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207444891/Hyderabad
Date: 11/02/2021

Ms. Manasa Macharla
6-15-7/1Railpet,
Nidubrolu, Ponnur,
Guntur-522124,
Andhra Pradesh.
Tel# 91-8143476738

Dear Manasa Macharla,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Manasa Macharla**
Designation	**Management Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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DocuSign Envelope ID: 0CDD3B11-D3E6-4703-B2E8-A3781CEBD1DF

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Mr. Choudhury,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...
Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
Anshul Kumar Choudhary
64BB0F5A4EE343C...
Name: Anshul Kumar Choudhury
Date: 2/2/2021

DocuSign Envelope ID: D4402B03-B3F6-4A17-978A-5799FF385C8A

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Ms. Taunk,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...

Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
Nidhi Taunk
95CEF2BAC7BF4BB...

Name: Nidhi Taunk
Date: 2/2/2021

DocuSign Envelope ID: 6163AAB6-6B86-4102-A86C-1F5FC796D11D

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Ms. Nalla,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...

Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
Niharika Sai Devi Nalla
937DAC17587D4C6...

Name: Niharika Sai Devi Nalla
Date: 2/2/2021

DocuSign Envelope ID: 5AD1AC88-0251-4017-A054-1C610091EDD6

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Ms. Gupta,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...
Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
97080FD924DC4DC...
Name: Rishu Gupta
Date: 2/2/2021

DocuSign Envelope ID: F1715951-329C-4F0D-BB79-0549FD4F3534

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Mr. Kumar,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...
Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
nihal kumar
F2A470ECC92046F...
Name: Nihal Kumar
Date: 2/2/2021

DocuSign Envelope ID: 81F8FBDD-A673-44F0-9715-F69666BA98F8

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Mr. Sharma,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...

Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
AF296C27A0F344E...

Name: Srinivas Sharma
Date: 2/2/2021

DocuSign Envelope ID: 8AA859CB-8A44-4589-9783-DD63BDE9707A

Aishwarya Sanjay Shriyan

305, Agarwal Trinity Tower, Dhruv Park, Kachpada, Orlem, Malad (West), Mumbai 400064, Opp Silver Oaks Restaurant

6 Mar 2021

Dear Aishwarya,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

DocuSigned by:
Sanchita Sanyal
41688AD9D2D4475...

DS

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

DocuSign Envelope ID: 8AA859CB-8A44-4589-9783-DD63BDE9707A

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

DocuSigned by:
Sanchita Sanyal
41688AD9D2D4475...
Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

DS
Aishwarya Sanjay Shriyan

10.03.2021
Date

DocuSigned by:
Sanchita Sanyal
41688AD9D2D4475...

DS

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
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CIN: U72200WB2010PTC142115

DocuSign Envelope ID: 8AA859CB-8A44-4589-9783-DD63BDE9707A

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Aishwarya Sanjay Shriyan**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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Sanchita Sanyal
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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Sanchita Sanyal
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Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **3/10/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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Sanchita Sanyal
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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

DocuSigned by:
Sanchita Sanyal
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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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Sanchita Sanyal
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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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Sanchita Sanyal
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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Sanchita Sanyal
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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Aishwarya Shriyan	DS	10.03.2021
Name	Signature	Date

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CIN: U72200WB2010PTC142115

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Ananya Sen

Digwadih No. 10, TISCO FLAT, EF-47; Dhanbad, Jharkhand; PIN- 828110

6 Mar 2021

Dear Ananya,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

Ananya Sen

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Date

10.03.2021

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Ananya Sen**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **9/4/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Ananya Sen	DocuSigned by: Ananya Sen 7D114BDD6E0F467...	10.03.2021
Name	Signature	Date

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Anjali Agrawal

Magra Tribeni Road, Opposite Satsang Vihar (Anukul Thakur Ashram), Magra, Hooghly-712148.

6 Mar 2021

Dear Anjali,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

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10.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Anjali Agrawal**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **3/3/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Anjali Agrawal	DocuSigned by: Anjali Agrawal E42E130A63CC4AB...	10.03.2021
Name	Signature	Date

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Anjali R Kumar

MIG-A 11/156 Anupam Apartment Sector-3, Rajender Nagar, Sahibabad, Ghaziabad, Uttar Pradesh-201005.

6 Mar 2021

Dear Anjali,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Anjali R Kumar

Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Anjali R Kumar**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **28/11/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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41688AD9D2D4475...
Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Anjali R Kumar	DocuSigned by: 949BAEFE6F69434...	10.03.2021
Name	Signature	Date

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Anukrati Agrawal

BG-228, Scheme No. 74C, Vijay Nagar, Indore, Madhya Pradesh. (452010)

6 Mar 2021

Dear Ankruti,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

DocuSigned by:
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Anukrati Agrawal

10.03.2021
Date

DocuSigned by:
Sanchita Sanyal
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Anukrati Agrawal**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **27/12/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Anukrati Agrawal	DocuSigned by: D0E2F71E052D4D7...	10.03.2021
Name	Signature	Date

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Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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Arjun Kohli

HOUSE NO. 4, SECTOR - 5, CHIRANJEEV VIHAR, GHAZIABAD - 201002, UTTAR PRADESH.

6 Mar 2021

Dear Arjun,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Arjun Kohli

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Arjun Kohli**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **15/2/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Arjun kohli	DocuSigned by: D8BDC09EF9424C1...	10.03.2021
Name	Signature	Date

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Ayush Kumar

E-16/454, Sector-8, Rohini, Delhi-110085

6 Mar 2021

Dear Ayush,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Ayush Kumar

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Ayush Kumar**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **11/9/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Ayush Kumar	DocuSigned by: 1C5F56AED3A34A9...	10.03.2021
Name	Signature	Date

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Cheemalamarri Akil Kumar

D.No. 3-5-54/F, F1 BLOCK, JYOTHI ENCLAVE, G V KOTESWARA RAO STREET, NARASINGARAO PETA, ANAKAPALLE, VISAKHAPATNAM, ANDHRA PRADESH, INDIA, PINCODE - 531001.

6 Mar 2021

Dear Akil,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Cheemalamarri Akil Kumar**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **4/6/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

CHEEMALAMARRI AKIL KUMAR	DocuSigned by: 0CABFDAF505442C...	10.03.2021
Name	Signature	Date

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Chinmayee Choudhury

Jayadurga Nagar, Near Engineering School, Berhampur - 760010

6 Mar 2021

Dear Chinmayee,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Chinmayee Choudhury**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **10/7/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Name	Signature	Date
Chinmayee Choudhury	DocuSigned by: Chinmayee Choudhury 7D77607E6019437...	11.03.2021

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Chinmayee Satapathy

Gandhimarg, Nayagarh, N.A.C, Nayagarah, Odisha - 752069

6 Mar 2021

Dear Chinamyee,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Chinmayee Satapathy**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Chiranjeya Sahapathy
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **28/6/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

chinmayee satapathy	DocuSigned by: Chinmayee Satapathy 5B9C885367E443D...	10.03.2021
Name	Signature	Date

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Chitranshi Singh

387/5, Prabhat Nagar, Near L.I.C. Saket Petrol Pump, Meerut (U.P.) Pin Code- 250001

6 Mar 2021

Dear Chitranshi,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Sanchita Sanyal
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DocuSigned by:
Chitranshi
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

DocuSigned by:
Chitranshi
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Chitranshi Singh

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Chitranshi Singh**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **16/8/96.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
41688AD9D2D4475...
Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Chitvanshi
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Chitranshi Singh	DocuSigned by: Chitranshi A161E45CE97B493...	10.03.2021
Name	Signature	Date

DocuSigned by: Sanchita Sanyal 41688AD9D2D4475...

DocuSigned by: Chitranshi A161E45CE97B493...

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
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Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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Diksha Vyas

Flat#134/37, Kakurganchi Road, Shree Heights, Near Gupta Brothers, Kolkata - 700054

6 Mar 2021

Dear Diksha,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Sanchita Sanyal

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal **Diksha Vyas**

Authorised Signatory

09.03.2021

Date Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Diksha Vyas**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **23/6/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Diksha Vyas

Name	Signature	Date

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Sanchita Sanyal
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Geetika Ahuja

House No-116, sector-5 Chiranjeev Vihar Ghaziabad, Uttar Pradesh -201002

6 Mar 2021

Dear Geetika,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **10 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

10.03.2021

Date

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Geetika Khurja

10.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

10 Mar 2021
Name: **Geetika Ahuja**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **22-Apr-98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Geetika Ahuja	DocuSigned by: 24DBD94EADEF4B6...	10.03.2021
Name	Signature	Date

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Harshit Sekhsaria

86, Salkia School Road, Bandhaghat, Howrah - 711106, West Bengal

6 Mar 2021

Dear Hasrhit,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Harshit Sekhsaria**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **30/6/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

HARSHIT SEKHSARIA	DocuSigned by: Harshit Sekhsaria C2D87C22B353460...	10.03.2021
Name	Signature	Date

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Kasinadhuni Surya Prakash

12-2-419/A/6 flat 202, Rajeswari residency, Alapati Nagar lane-3, Mehdipatnam, Hyderabad, Telangana. Pin code: - 500028

6 Mar 2021

Dear Surya,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Kasinadhuni Surya Prakash

Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Kasinadhuni Surya Prakash**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **7/6/99.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Kasinadhuni Surya Prakash	DocuSigned by: Suryaprakash 83B12A6E95B14BF...	10.03.2021
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Kritika Gupta

862 Jessore Road, Lake Town Complex, Block - E, 4th Floor, Kolkata - 700055, Near Apollo Clinic.

6 Mar 2021

Dear Kritika,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

09.03.2021
Date

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Kritika Gupta

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Kritika Gupta**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **10/8/96.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Kritika Gupta	DocuSigned by: 202E48ECFC8D459...	10.03.2021
Name	Signature	Date

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Madhu Singh

S.D Singh Path, Uliyan, Kadma, Jamshedpur, Jharkhand, 831005.

6 Mar 2021

Dear Madhu,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Madhu Singh**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **3/3/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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Sanchita Sanyal
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DocuSigned by:
Madhu Singh
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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

DocuSigned by:
Sanchita Sanyal
41688AD9D2D4475...
Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Sanchita Sanyal
41688AD9D2D4475...

DocuSigned by:
Madhu Singh
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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Madhu Singh	DocuSigned by: Madhu Singh 3A3B5B22697242A...	10.03.2021
Name	Signature	Date

DocuSigned by: Sanchita Sanyal 41688AD9D2D4475...

DocuSigned by: Madhu Singh 3A3B5B22697242A...

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Mahima Garg

G-29, 86/87, 4TH FLOOR, SECTOR-3, ROHINI, NEW DELHI, DELHI- 110085

6 Mar 2021

Dear Mahima,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

DocuSigned by:
Sanchita Sanyal
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

DocuSigned by:
Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

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Mahima Garg

11.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Mahima Garg**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **13/11/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Mahima Garg	DS	11.03.2021
Name	Signature	Date

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Mamta Saraf

MPB 129, Mahaveer Nagar 1st, Kota, Rajasthan, 324005

6 Mar 2021

Dear Mamta,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Mamta Saraf

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Mamta Saraf**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **29/9/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Mamta Saraf	DocuSigned by: Mamta 0C6501DEF3B243C...	10.03.2021
Name	Signature	Date

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Muskan Gupta

70-71 sector-2, Vibhav Nagar, Firozabad - 283203 Uttar Pradesh

6 Mar 2021

Dear Muskan,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Muskan Gupta

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Muskan Gupta**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **11/7/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Muskan Gupta	DocuSigned by: Muskan 85C39673D9414C6...	10.03.2021
Name	Signature	Date

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Nabil Fatmi

ALIGANJ ROAD NO- 07 , NEAR A M COLLEGE , GAYA , 823001, BIHAR

6 Mar 2021

Dear Nabil,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Nabil Fatmi**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **8/2/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

NABIL FATMI	DocuSigned by: 193FB382EE814BA...	10.03.2021
Name	Signature	Date

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Navdeep Juneja

93, Vinay Nagar Sector -2, Gwalior, Madhya Pradesh - 474012

6 Mar 2021

Dear Navdeep,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Navdeep Juneja**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **11/12/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Navdeep Juneja	DocuSigned by: Navdeep J 5DB5218288AF445...	10.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Neha Vinayak Dixit

502, Navgeeta CHS Ramwadi Naupada Thane west 400602

6 Mar 2021

Dear Neha,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Neha Vinayak Dixit

Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Neha Vinayak Dixit**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **13/5/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Neha Dixit	DocuSigned by: Dixit 5ECA898A158345C...	10.03.2021
Name	Signature	Date

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Niket Ayushmaan

H.N-25,Rainbow Street,Vivekanand Marg,North S.K Puri,Patna-800013,Bihar

6 Mar 2021

Dear Niket,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Niket Ayushmaan**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **15/10/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Niket Ayushmaan	DocuSigned by: Niket Ayushmaan D9B90210BD81460...	10.03.2021
Name	Signature	Date

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Kattam Reddy Nikhil

S/o Vijaya Bhaskar Reddy, Niduguntapalem, VenkataaChalam, Nellore, AP - 524323

6 Mar 2021

Dear Nikhil,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Kattam Reddy Nikhil

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Kattam Reddy Nikhil**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **26/10/95.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

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Name	Signature	Date

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Nishant Rajesh Dubey

B-002, Sushila Pride 2, Sahakar Nagar Road, Near Bhaskar Wadi, Virar (East)- 401305

6 Mar 2021

Dear Nishant,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Nishant Rajesh Dubey

Authorised Signatory

09.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Nishant Rajesh Dubey**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **3/12/94.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Nishant Dubey	DocuSigned by: Nishant 2CC9D465C73B43F...	10.03.2021
Name	Signature	Date

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Nitisha Rajput

Flat 1203, Tower 6 Upohar Condoville, Chakgaria, Panchasayar, Behind Peerless Hospital, Kolkata, West Bengal 700094

6 Mar 2021

Dear Nitisha,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

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Nitisha Rajput

Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Nitisha Rajput**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **29/9/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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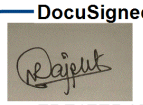
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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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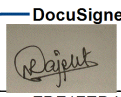
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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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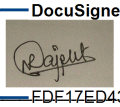
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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Nitisha Rajput	DocuSigned by: FDF17ED437CB49F...	10.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
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CIN: U72200WB2010PTC142115

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Poojara Pooja Dipakbhai

03, Near valbai maa ashram, Jogashar road, Dhragandhra, Gujarat 363310.

6 Mar 2021

Dear Poojara,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Pooja Poojara
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Poojara Pooja Dipakbhai

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Poojara Pooja Dipakbhai**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **4/6/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Pooja Poojara	DocuSigned by: Pooja Poojara 5F878B1A804A4FB...	10.03.2021
Name	Signature	Date

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Prachi Goyal

House number- 141, C-Block, Sirsa, Haryana, 125055

6 Mar 2021

Dear Prachi,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

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Prachi Goyal

13.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Prachi Goyal**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **29/8/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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DocuSigned by:
Prachi Goyal
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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Prachi Goyal	DocuSigned by: Prachi Goyal FA7D2F131A8C4A5...	13.03.2021
Name	Signature	Date

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Pratyush Pareek

8/82 first floor sector 3 rajendra nagar Sahibabad Ghaziabad Uttar pradesh 201005

6 Mar 2021

Dear Pratyush,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Pratyush Pareek

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

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Pratyush Pareek

Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Pratyush Pareek**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **9/3/95.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Pratyush Pareek	DS	10.03.2021
Name	Signature	Date

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Ramesh Sharma

Sohani Bhawan, Vijay Colony, Ward #44, Jaipur Road , Sikar, Rajasthan - 332001

6 Mar 2021

Dear Ramesh,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Ramesh Sharma

Authorised Signatory

09.03.2021
Date

11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Ramesh Sharma**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **7/7/99.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Ramesh Sharma	DocuSigned by: Ramesh Sharma 85E6A252932F41A...	11.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Sai Hema Deepika Kalluri

Flat No. 402, Vanirao Residency, Opp Sri Chaitanya Techno School, Lane opp DD Hospital, Street No. 5, Vidyanagar, Hyderabad, Telangana 500044

6 Mar 2021

Dear Sai Hema,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Anirban Bose

Authorised Signatory

26.04.2021
Date

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Sai Hema Deepika Kalluri

27.04.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Sai Hema Deepika Kalluri**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **19/9/96.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Anirban Bose

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Sai Hema Deepika Kalluri	DocuSigned by: 11127929DFC8452...	27.04.2021
Name	Signature	Date

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Sakshi Srivastava

413A Ramjanki Nagar Colony near Gitanjali Marriage House, Basharatpur, Gorakhpur, Uttar Pradesh. Pincode: 273004.

6 Mar 2021

Dear Sakshi,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal
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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

DocuSigned by:
Sakshi
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Sakshi Srivastava

11.03.2021
Date

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Sanchita Sanyal
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DocuSigned by:
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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Sakshi Srivastava**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **14/12/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Sakshi Srivastava	DocuSigned by: Sakshi 6C4F97F316674E9...	11.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Saurabh Montu Dutta

C/601, Dolphin Garden, Poonam Sagar Complex, Opp sector - 9, Mira Road (E), Thane - 401107

6 Mar 2021

Dear Saurabh,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Saurabh Montu Dutta

11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Saurabh Montu Dutta**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **18/3/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Saurabh Montu Dutta	DocuSigned by: 782627F015544DF...	11.03.2021
Name	Signature	Date

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Shikhar Tyagi

IA 1001, KDP Grand Savanna, Raj Nagar Extension, Ghaziabad, Pincode-201017, Uttar Pradesh

6 Mar 2021

Dear Shikhar,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Shikhar Tyagi

Authorised Signatory

09.03.2021
Date

11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Shikhar Tyagi**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **18/8/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

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Name	Signature	Date

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Shishir Shekhar

205, Dani Krishna Apartment, Laxmi Narayan Path, Vivekanand Marg, Boring Road, Patna - 800013

6 Mar 2021

Dear Shishir,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

09.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Shishir Shekhar**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **21/1/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand that

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Shishir Shekhar	DocuSigned by: Shishir E92E168615064E1...	11.03.2021
Name	Signature	Date

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Shivangi Singh

638/10D, Bala Ji Residency, Manas Enclave, Indira Nagar, Lucknow,Pincode: 226061.

6 Mar 2021

Dear Shivangi,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Shivangi Singh

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

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12.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Shivangi Singh**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **4/3/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

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Shivangi Singh

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Name	Signature	Date
Shivangi Singh		12.03.2021

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Sanchita Sanyal

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Sital Kumari Bhalotia

Near Sanjivani Nursing Home, Madhu Sarani, Doctor's Colony, Rambagan, Raniganj, West Bengal, 713358

6 Mar 2021

Dear Sital,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Sital Kumari Bhalotia**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **20/3/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Telephone: +91 (33) 6620 9018,
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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Sital Kumari Bhalotia	DocuSigned by: Sital kumari Bhalotia A2DEBDDD5AA54BA...	11.03.2021
Name	Signature	Date

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Sonam Bansal

C/O Sarti Niwas, Near Paramount Hospital, Biswakarma Mandir Road, Khalpara, Siliguri, Ward no.9, West Bengal, 734005

6 Mar 2021

Dear Sonam,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal **Sonam Bansal**

Authorised Signatory

09.03.2021

Date Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Sonam Bansal**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **8/1/99.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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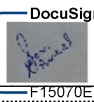
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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Sonam Bansal	DocuSigned by: F15070EE880444F...	11th March, 2021
Name	Signature	Date

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Sreehitha Bandari

1-30-393, PLOT NO.103/104, OPPOSITE ALPHABET SCHOOL, NEAR GHMC PARK, KANAJIGUDA PETROL PUMP, MILITARY DAIRY FARM ROAD, TIRMULGHERRY, HYDERABAD, TELANGANA-500015

6 Mar 2021

Dear Sreehitha,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Sreehitha Bandari

11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Sreehitha Bandari**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **19/6/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Sreehitha Bandari	DocuSigned by: 49D5E017801B4BC...	11.03.2021
Name	Signature	Date

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Nadimpalli Swapnika

Lansun oxygen towers, flatno: 310, seetammadhara

6 Mar 2021

Dear Swapnika,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

Nadimpalli Swapnika

Swapnika

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Nadimpalli Swapnika**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent
[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement (s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **24/3/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Swapnika Nadimpalli	Swapnika	10.03.21
Name	Signature	Date

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CIN: U72200WB2010PTC142115

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Swati Garg

#353/17, Near Ajmeri Gate, Bajaj Gali, Infront of Beauty World, Kekri, Ajmer, Rajasthan - 305404

6 Mar 2021

Dear Swati,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

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11.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Swati Garg**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **14/9/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

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Pulluru Vandana

Flat No.101 G1, Srinivasa Nilayam, Safilguda, Hyderabad, Telangana-500056.

6 Mar 2021

Dear Vandana,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Pulluru Vandana**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **8/2/99.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Vandana Pulluru	DocuSigned by: Vandu BC77BFB500B54E7...	11.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Vishal Bharatbhai Balasara

Plot no: 327, 5/A, Adipur, Kuchchh, Gujarat, India. Pin Code: 370205

6 Mar 2021

Dear Vishal,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Vishal
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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021

Date

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Vishal
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Vishal Bharatbhai Balasara

12.03.2021

Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Vishal Bharatbhai Balasara**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **20/7/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Vishal Balasara	DocuSigned by: Vishal 82DFF78355B0462...	12.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Yash Hasmukh Gala

#A/20, 4th Floor, Madhupark, Mathuradas Road, Kandiwali West, Mumbai - 400067

6 Mar 2021

Dear Yash,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Yash Hasmukh Gala

11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Yash Hasmukh Gala**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **15/4/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Yash Hasmukh Gala	DocuSigned by: Y.H. Gala 7F7572D373E4408...	11.03.2021
Name	Signature	Date

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STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Feb 02, 2021

Dear Ms. Seksaria,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 600,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
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Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

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Sakshi Seksaria
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Name: Sakshi Seksaria
Date: 2/2/2021

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Sai Hima Deepika Kalluri

FLAT NO 402, VANI RAO VINTAGE RESIDENCY, OPP SRI CHAITANYA SCHOOL, LANE OPP DD HOSPITAL, STREET NO 5, VIDYANAGAR, HYDERABAD, TELANGANA, PINCODE: 500044

6 Mar 2021

Dear Sai Hima,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Sai Hima Deepika Kalluri

15.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Sai Hima Deepika Kalluri**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **19/9/96.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Sai Hima Deepika Kalluri	DocuSigned by: hima.k 22D84384C7CD46A...	15.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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PhonePe

29 June 2021

Jagruti Rath
Rayagada

Dear Jagruti,

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Sales Trainee** at our **Bangalore, Karnataka, India** office effective **12 July 2021**.

Your annual total cash compensation will be **INR 600,000 [Rupees Six Lakhs Only]**. Your compensation is mentioned in the attached Annexure-I.

You will be eligible for 10% of your total cash compensation as an annual performance bonus as per the Bonus plan's terms and conditions. The company will review its overall performance and your individual performance and will determine your bonus, if any.

You will be awarded **72 Stock units** worth approximately **$5,000.00 only** under the PhonePe Stock Option Plan 2020 (PSOP 2020). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities.

Additionally, you will be eligible for a joining bonus of INR 50,000. Should you decide to terminate the employment with the company, the above said amount will be recovered as follow:

- Full recovery in case of termination in the first year of employment.
- 50% recovery in case of termination in the second year of employment.

In the event the Company decides to terminate your employment for misconduct, full amount of Joining Bonus will be recoverable.

In case you choose to leave PhonePe within 12 months from date of joining then all the relocation expenses incurred on actuals will be recovered in you full and final settlement. These relocation expenses include the travel and accommodation expenses incurred towards you and family, expenses towards local conveyance and movement of goods.

Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and in a manner specified below for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment may be terminated at the instance of either party only by giving to the other party **One calendar months'** prior written notice provided that the Company may if it shall so choose pay **One calendar months'** prior written notice or salary in lieu thereof.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by PhonePe or an appropriate third party, and the results of such background checks being favorable in PhonePe's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by PhonePe. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

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You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavors to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials. In performance of your duties and responsibilities you shall not use or infringe any intellectual Property or rights of the Company or of any other third party/s.

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You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) **Compete**: During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company.

(b) **Solicit Business**: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(c) **Solicit Personnel**: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required

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to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For PhonePe Private Limited

DocuSigned by:
Arsh Rachit
B437AA58BFC2437...
29-Jun-2021 | 11:51 PM IST

Arsh Rachit
Head of HRBP

I accept the above terms and conditions and shall abide by them.

Signature : DocuSigned by:
Jagruti Rath
AFCF44C6F89143A...
30-Jun-2021 | 8:00 AM PDT

Name : Jagruti Rath

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PhonePe

Annexure I: Your Rewards Summary

Name : Jagruti Rath
City : Rayagada

Compensation Structure	INR Annually
Total Base Pay (A)	**540,000**
Basic Salary	252,000
House Rent Allowance	126,000
Provident Fund (Employer's Contribution)	21,600
Leave Travel Allowance	24,000
Special Allowance	116,400
Performance Bonus (B)	**60,000**
Total Cash Compensation (C = A+B)	**600,000**
Benefits Cost (D)	**38,522**
Insurance Cost	**26,400**
Gratuity	**12,122**
Cost To Company (E = C+ D)	**638,522**
Stocks (G)	**370,550**
Your Rewards (E + G)	**1,009,072**

Note:

- USD to INR conversion rate taken for the above computation is as per the closing exchange rate at the end of the previous month
- Employer's Contribution to Provident Fund (maximum 12% on 1,80,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Performance bonus is paid as per the terms and conditions of the company bonus plan.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.

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PhonePe

FAQ on PhonePe ESOP Plan

Q1. What is the current price of the PhonePe option?

The current value of PhonePe option is USD 70.26, however this may be revised periodically based on the change in valuation of the company.

Q2. Can you explain the terms Grant, Vesting & Exercise?

- **Grant** means the grant of PhonePe Options to an employee (referred as 'Option Grantee') under the PSOP.
- **PhonePe Option** means an option Granted to an Option Grantee pursuant to the PSOP, each of which gives such Option Grantee the right, but not an obligation, to purchase or subscribe for one Share.
- **Exercise** is the fulfilment of the right whereby the option holder gets the option converted into a share by paying the exercise price.

Q3. What does the PhonePe stock option mean ?

Each PhonePe option that you are granted will entitle you, on exercise, to acquire one share of PhonePe Private Limited (Singapore)

Q4. What is the current exercise price ?

The current exercise price is Zero, you will not have to pay anything while exercising PhonePe vested options.

Q5. What are the vesting conditions of the options

The vesting schedule and other conditions for the options will be as laid out in the stock agreement letter issued to you.

Q6. What is the expiry date of PhonePe ESOPs?

All PhonePe ESOPs will expire in 10 years from the date of grant

Q7. Will ESOP Grants be taxed ?

As per Indian income-tax laws, any tax resident in India will be subject to tax on ESOPs as follows:

- On Grant : No Tax
- On Vesting : No Tax
- On Exercise of Options : Taxable as salary (perquisite) - the difference between the Fair Market Value (on exercise date) and exercise price is taxed as perquisite. The employer (PhonePe) will deduct tax (TDS) on this perquisite. This amount will be shown in the employee's Form 16 and would need to be included as part of total income from salary in the tax return
- On sale of shares : The proceeds of the sales would be treated as capital gains at applicable rates. Capital gain is calculated as follows - Consideration on sale of shares *less* cost (i.e. fair market value treated as perquisite on exercise and subject to tax as salary). Tax rate for capital gains would depend on the period of holding of shares.

Q8. When can I sell my shares ?

- Once the options have vested you can sell the shares only on the listing of the company or during other liquidity window events before listing, that the Company may declare.
- You will be provided with access to an online portal to access your options

Q9. What happens if an employee is on sabbatical leave ?

If an employee is on sabbatical all vested options till the day of sabbatical will remain as is, vesting of remaining options will pause and will resume from the day the employee has joined back the organization post sabbatical.

Q10. What happens to my options in case of my death, incapacitation or termination ?

- In the event of the death of an employee while in employment, all the options granted to him/her till such date shall vest in the legal heirs or nominees of the deceased employee.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him/her as on the date of permanent incapacitation, shall vest on that day.

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- In the event of separation from PhonePe, all options unvested for an employee as on that day shall expire. The vested options will continue to be held by the employee (till the date of expiry of the ESOPs), unless found to be guilty of grave misconduct or moral turpitude (fraud, dishonesty, sexual harassment and other offences of a grave nature committed whilst at the Company).
- The company withholds the right to clawback any gains made by the employee through the ESOP program or cancel the vested options if the employee is found guilty of misconduct, moral turpitude or non-adherence to the clauses in the appointment letter and employment agreement.

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PhonePe

22 June 2021

Shalini Dasgupta
Kolkata

Dear Shalini,

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Sales Trainee** at our **Bangalore, Karnataka, India** office effective **12 July 2021**.

Your annual total cash compensation will be **INR 600,000 [Rupees Six Lakhs Only]**. Your compensation is mentioned in the attached Annexure-I.

You will be eligible for 10% of your total cash compensation as an annual performance bonus as per the Bonus plan's terms and conditions. The company will review its overall performance and your individual performance and will determine your bonus, if any.

You will be awarded **72 Stock units** worth approximately **$5,000.00 only** under the PhonePe Stock Option Plan 2020 (PSOP 2020). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities.

Additionally, you will be eligible for a joining bonus of INR 50,000. Should you decide to terminate the employment with the company, the above said amount will be recovered as follow:

- Full recovery in case of termination in the first year of employment.
- 50% recovery in case of termination in the second year of employment.

In the event the Company decides to terminate your employment for misconduct, full amount of Joining Bonus will be recoverable.

In case you choose to leave PhonePe within 12 months from date of joining then all the relocation expenses incurred on actuals will be recovered in you full and final settlement. These relocation expenses include the travel and accommodation expenses incurred towards you and family, expenses towards local conveyance and movement of goods.

Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and in a manner specified below for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment may be terminated at the instance of either party only by giving to the other party **One calendar months'** prior written notice provided that the Company may if it shall so choose pay **One calendar months'** prior written notice or salary in lieu thereof.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by PhonePe or an appropriate third party, and the results of such background checks being favorable in PhonePe's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by PhonePe. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

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PhonePe

You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavors to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials. In performance of your duties and responsibilities you shall not use or infringe any intellectual Property or rights of the Company or of any other third party/s.

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PhonePe

You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) **Compete**: During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company.

(b) **Solicit Business**: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(c) **Solicit Personnel**: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required

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PhonePe

to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For PhonePe Private Limited

DocuSigned by:
Arsh Rachit
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22-Jun-2021 | 11:06 PM IST

Arsh Rachit
Head of HRBP

I accept the above terms and conditions and shall abide by them.

Signature : DocuSigned by:
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Name : Shalini Dasgupta

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PhonePe

Annexure I: Your Rewards Summary

Name : Shalini Dasgupta
City : Kolkata

Compensation Structure	INR Annually
Total Base Pay (A)	**540,000**
Basic Salary	252,000
House Rent Allowance	126,000
Provident Fund (Employer's Contribution)	21,600
Leave Travel Allowance	24,000
Special Allowance	116,400
Performance Bonus (B)	**60,000**
Total Cash Compensation (C = A+B)	**600,000**
Benefits Cost (D)	**38,522**
Insurance Cost	**26,400**
Gratuity	**12,122**
Cost To Company (E = C+ D)	**638,522**
Stocks (G)	**370,550**
Your Rewards (E + G)	**1,009,072**

Note:

- USD to INR conversion rate taken for the above computation is as per the closing exchange rate at the end of the previous month
- Employer's Contribution to Provident Fund (maximum 12% on 1,80,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Performance bonus is paid as per the terms and conditions of the company bonus plan.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.

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PhonePe

FAQ on PhonePe ESOP Plan

Q1. What is the current price of the PhonePe option?

The current value of PhonePe option is USD 70.26, however this may be revised periodically based on the change in valuation of the company.

Q2. Can you explain the terms Grant, Vesting & Exercise?

- **Grant** means the grant of PhonePe Options to an employee (referred as 'Option Grantee') under the PSOP.
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Q3. What does the PhonePe stock option mean ?

Each PhonePe option that you are granted will entitle you, on exercise, to acquire one share of PhonePe Private Limited (Singapore)

Q4. What is the current exercise price ?

The current exercise price is Zero, you will not have to pay anything while exercising PhonePe vested options.

Q5. What are the vesting conditions of the options

The vesting schedule and other conditions for the options will be as laid out in the stock agreement letter issued to you.

Q6. What is the expiry date of PhonePe ESOPs?

All PhonePe ESOPs will expire in 10 years from the date of grant

Q7. Will ESOP Grants be taxed ?

As per Indian income-tax laws, any tax resident in India will be subject to tax on ESOPs as follows:

- On Grant : No Tax
- On Vesting : No Tax
- On Exercise of Options : Taxable as salary (perquisite) - the difference between the Fair Market Value (on exercise date) and exercise price is taxed as perquisite. The employer (PhonePe) will deduct tax (TDS) on this perquisite. This amount will be shown in the employee's Form 16 and would need to be included as part of total income from salary in the tax return
- On sale of shares : The proceeds of the sales would be treated as capital gains at applicable rates. Capital gain is calculated as follows - Consideration on sale of shares *less* cost (i.e. fair market value treated as perquisite on exercise and subject to tax as salary). Tax rate for capital gains would depend on the period of holding of shares.

Q8. When can I sell my shares ?

- Once the options have vested you can sell the shares only on the listing of the company or during other liquidity window events before listing, that the Company may declare.
- You will be provided with access to an online portal to access your options

Q9. What happens if an employee is on sabbatical leave ?

If an employee is on sabbatical all vested options till the day of sabbatical will remain as is, vesting of remaining options will pause and will resume from the day the employee has joined back the organization post sabbatical.

Q10. What happens to my options in case of my death, incapacitation or termination ?

- In the event of the death of an employee while in employment, all the options granted to him/her till such date shall vest in the legal heirs or nominees of the deceased employee.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him/her as on the date of permanent incapacitation, shall vest on that day.

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- In the event of separation from PhonePe, all options unvested for an employee as on that day shall expire. The vested options will continue to be held by the employee (till the date of expiry of the ESOPs), unless found to be guilty of grave misconduct or moral turpitude (fraud, dishonesty, sexual harassment and other offences of a grave nature committed whilst at the Company).
- The company withholds the right to clawback any gains made by the employee through the ESOP program or cancel the vested options if the employee is found guilty of misconduct, moral turpitude or non-adherence to the clauses in the appointment letter and employment agreement.

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24-Mar-2021

ROHIT BH
Hyderabad

Dear **ROHIT,**

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Sales Trainee** at **Bangalore** effective **19-Apr-2021**.

Your annual total cash compensation will be **INR 600,000 (Rupees Six Lakhs Only)**. Your compensation is mentioned in the attached Annexure-I.

You will be eligible for **10 %** of your total cash compensation as an annual performance bonus as per the Bonus plan's terms and conditions. The company will review its overall performance and your individual performance and will determine your bonus, if any.

You will be awarded **72 Stock units** worth approximately **(USD 5,000 only)** under the PhonePe Stock Option Plan 2020 (PSOP 2020). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities.

Additionally, you will be eligible for a joining bonus of **INR 50,000** . Should you decide to terminate the employment with the company, the above said amount will be recovered as follow:

- Full recovery in case of termination in the first year of employment.
- 50% recovery in case of termination in the second year of employment.

In the event the Company decides to terminate your employment for misconduct, full amount of Joining Bonus will be recoverable.

Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and in a manner specified below for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment may be terminated at the instance of either party only by giving to the other party One calendar months' prior written notice provided that the Company may if it shall so choose pay One months' prior written notice or salary in lieu thereof.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by PhonePe or an appropriate third party, and the results of such background checks being favorable in PhonePe's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by PhonePe. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall

not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavors to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials. In performance of your duties and responsibilities you shall not use or infringe any intellectual Property or rights of the Company or of any other third party/s.

You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the

request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) Compete: During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company;

(b) Solicit Business: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company;

(c) Solicit Personnel: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in

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connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For PhonePe Private Limited

DocuSigned by:
Arsh Rachit
B437AA58BFC2437...

Arsh Rachit
Head of HRBP

I accept the above terms and conditions and shall abide by them.

Signature : DocuSigned by:
0AAAF0FBC204419...

Name : **ROHIT BH**

"This is an electronically generated document, hence will not be printed on letter head material."

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FAQ on ESOP

Q1. What is the current price of the PhonePe option?

- The current value of PhonePe option is USD 70.26, however this may be revised periodically based on the change in valuation of the company.

Q2. Can you explain the terms Grant, Vesting & Exercise?

- Grant means the grant of PhonePe Options to an employee (referred as 'Option Grantee') under the PSOP.
- PhonePe Option means an option Granted to an Option Grantee pursuant to the PSOP, each of which gives such Option Granted the right, but not an obligation, to purchase or subscribe for one Share.
- Exercise is the fulfilment of the right whereby the option holder gets the option converted into a share by paying the exercise price.

Q3. How does the spinoff affect the valuation of Flipkart and PhonePe and hence the ESOPs?

- Stock valuation of any organization is a factor of the value that the company is expected to generate. PhonePe is in a sector that is fairly nascent and it has significant opportunity to open up new profit pools. With PhonePe getting spun off, both Flipkart and PhonePe's valuation for both now and the future can be a truer reflection of its own individual roadmaps. Typically, the trend from spinoffs is that both sets of organizations see an upside due to stronger focus and clearer alignment of value.

Q4. What does the PhonePe stock option mean?

- Each PhonePe option that you are granted will entitle you, on exercise, to acquire one share of PhonePe Private Limited (Singapore)

Q5. What is the current exercise price?

- The current exercise price is Zero, you will not have to pay anything while exercising PhonePe vested options.

Q6. What are the vesting conditions of the options?

- The vesting schedule and other conditions for the options will be as laid out in the stock agreement letter issued to you.

Q7. What is the expiry date of PhonePe ESOPs?

- All PhonePe ESOPs will expire in 10 years from the date of grant

Q8. Will ESOP Grants be taxed?

- As per Indian income-tax laws, any tax resident in India will be subject to tax on ESOPs as follows:
- On Grant: No Tax
- On Vesting: No Tax
- On Exercise of Options: Taxable as salary (perquisite) - the difference between the Fair Market Value (on exercise date) and exercise price is taxed as perquisite. The employer (PhonePe) will deduct tax (TDS) on this perquisite. This amount will be shown in the employee's Form 16 and would need to be included as part of total income from salary in the tax return
- On sale of shares: The proceeds of the sales would be treated as capital gains at applicable rates. Capital gain is calculated as follows - Consideration on sale of shares less cost (i.e. fair market value treated as perquisite on exercise and subject to tax as salary). Tax rate for capital gains would depend on the period of holding of shares.

Q9. When can I sell my shares?

- Once the options have vested you can sell the shares only on the listing of the company or during other liquidity window events before listing, that the Company may declare.
- You will be provided with access to an online portal to access your

options

- Q10. What happens if an employee is on sabbatical leave?

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If an employee is on sabbatical all vested options till the day of sabbatical will remain as is, vesting of remaining options will pause and will resume from the day the employee has joined back the organization post sabbatical.

Q11. What happens to my options in case of my death, incapacitation or termination?

- In the event of the death of an employee while in employment, all the options granted to him/her till such date shall vest in the legal heirs or nominees of the deceased employee.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him/her as on the date of permanent incapacitation, shall vest on that day.
- In the event of separation from PhonePe, all options unvested for an employee as on that day shall expire. The vested options will continue to be held by the employee (till the date of expiry of the ESOPs), unless found to be guilty of grave misconduct or moral turpitude (fraud, dishonesty, sexual harassment and other offences of a grave nature committed whilst at the Company).
- The company withholds the right to clawback any gains made by the employee through the ESOP program or cancel the vested options if the employee is found guilty of misconduct, moral turpitude or non–adherence to the clauses in the appointment letter and employment agreement.

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Domestic Relocation Benefits

24-Mar-2021

Travel & Stay

- Relocating employee and their family will be provided with one time air economy travel to the location of posting.
- Relocating employee and their family will be provided with accommodation for up to a maximum 15 calendar days, starting 1 to 2 days prior to date of joining. The employee will have to find a place of stay post this period of 15 days.
- Family includes a maximum of 5 members including spouse, children, parents or parents in law.

Movement of goods

- Our relocation service partner will facilitate one time movement of goods up to one 20 feet size container and movement of one vehicle, from a single pick-up point to a single delivery point.
- Employee will have to bear the expenses towards reregistration and interstate tax for the movement of car.
- PhonePe will provide a Transit insurance coverage of INR 50 lakhs for household goods including motor bike and INR 15 lakhs for one car. Any declared value exceeding this limit, the insurance premium will have to be paid by the employee directly to the service partner.

In case the employee chooses to leave PhonePe within the below defined duration from his/her date of joining then all the relocation expenses incurred on actuals will be recovered in his/her full and final settlement. These relocation expenses includes the travel and accommodation expenses incurred towards self and family, expenses towards local conveyance, movement of goods and total support program.

- Leave within 12 months – 75% recovery
- Leave between 12 to 18 months – 50% recovery
- Leave between 18 to 24 months – 25% recovery

For PhonePe Private Limited

DocuSigned by:
Arsh Rachit
B437AA58BFC2437...

Arsh Rachit
Head of HRBP

I acknowledge receipt of a copy of this statement and accept relocation benefits on the terms set out in this document and as per the domestic relocation policy.
ROHIT BH

THE HIGHER PITCH

Head Office
812 - 814, 8th Floor, Tower - 1,
Assotech Business Cresterra,
Sector 135, Expressway,
NOIDA - 201305

Regd. Office
189, Pratap Nagar,
Mayur Vihar-1,
Delhi – 110091, India

CIN - U74999DL2016PTC309937 GSTIN - 09AAECH0704P1ZF

January 29, 2021

Sidhant Gupta
340- GF, Abhay Khand- 3, Near St Francis School, Indirapuram, Ghaziabad- 201012

Dear Sidhant,

We are pleased to confirm our offer of employment to you for a regular full-time position with Higher Pitch Digital Consulting Private Limited ("The Higher Pitch" or "THP" or "the Company") as **Executive, Market Research** effective **February 22 , 2021**

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both THP and yourself with respect to your employment conditions, and is governed by the laws of India. It details the terms and conditions of your employment with THP and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page, and returning it to us upon your earliest convenience, but prior to your first day of employment.

We look forward to welcoming you to the THP team and wish you a successful and rewarding career with us.

Sincerely,

Nishant Mishra / Director

I, **Sidhant**, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature Sidhant

Date: 31/01/2021

Schedule A

THE HIGHER PITCH

Terms and Conditions of Employment

The following outlines the terms and conditions of employment with The Higher Pitch. The Company reserves the right to change these terms and conditions as necessary, with due notice.

Initial Reporting Relationship	Nishant Mishra | Director Prabhanjan Deshpande | Director
Responsibilities	Your job responsibilities include Market Research for THP's client. A copy of your position description is attached as Schedule "B." While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission.
Salary	INR 5,00,000.00 per annum. Details in Schedule C
Status	Full-time
Start Date	February 22, 2021
Hours of Work	Your core hours of operation are Monday to Friday from 10:00 AM to 7:00 PM IST. Associates are expected to work a minimum of 45 hours per week. Your work is of continuous responsibility and you will be expected to complete the work assigned to you within the required time frame.
Payroll Schedule	Your salary will be paid to you on a monthly basis, less required deductions, through direct deposit to your bank account.
Probation	All employees will undergo a probation period of six months. At any time during this probationary period, either party may terminate employment without cause and without advance notice or salary in lieu of notice. Probation period may be extended by a further period of 2 to 3 months with necessary intimation in writing to the employee. Upon successful completion of the probation period, an employee shall be treated as an employee of the company with effect from the original date of joining the Company. During the probation period, employees will only be entitled to sick leave and any other leave will require prior written approval of the reporting manager.
Leaves and Holidays	You will be entitled to leaves annually in accordance with Company policies as amended and notified from time to time. There is no provision of paid leaves during the probation period. The list of public and festive holidays observed by the Company will be circulated separately.
Posting and Travel	Your place of posting shall be at THP's office in NOIDA. As per the requirements of your position, you will be expected to travel to locations that are determined by the Company for assignments at other offices of the Company or at offices/sites of the clients of the Company in India or overseas. You will be governed by the policies of the Company in this regard.
Policies and Standards	THP has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of THP and that these policies by reference form a part of this Agreement. It is agreed that if THP introduces, amends or deletes employment-related policies as conditions warrant then such introduction, deletion or amendment does not constitute a breach of this Agreement.

Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "D."
Non-Solicitation	You hereby agree that, while you are employed by THP and for one (1) year following the termination of your employment with THP, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any THP employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of THP in a manner that conflicts with or interferes in the business of THP as conducted with such customer or supplier.
Representation	You hereby represent and warrant to THP that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining THP, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.
Changes to Duties and/or Compensation	If your duties or compensation should change during the course of your employment with THP, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Notice Period	The notice period for termination of employment by either party for various levels shall be as per THP policies notified from time to time. Should you wish to resign, you may do so by giving notice accordingly to enable THP to transition your work. Should you request for an early release, THP will be entitled to recover salary or part thereof equal to the balance notice period.
Termination	THP may terminate your employment (a) at any time, for cause; and (b) without cause, by providing appropriate written notice or salary in lieu thereof as per THP policy.
Consent for Information Processing	You acknowledge and agree that the Company may, pursuant to your employment with the Company, receive and process information about you (including but not limited to personal information provided for the purpose of verification and administration of company policies, information and correspondence on account of access to the company systems eg. Computer systems, security systems such as CCTV cameras etc.). The Company shall have the right to access such systems and information and you expressly consent to the processing of such information by the Company, its affiliates and contractors and transfer
	thereof to other offices or clients or contractors of the Company, whether in India or overseas, as per the requirements of the Company in accordance with applicable Company policies.
No Corrupt Practices	Neither party, nor any person acting for or on behalf of a party hereto, shall make any expenditure for unlawful purposes in the performance of its obligations under this agreement and in connection with its activities in relation thereto. Without limiting the generality of the foregoing, neither party nor any person acting for or on behalf of a party hereto, shall bribe or offer to bribe any government official, any political party or official thereof, or any candidate for political office or any other person.

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Schedule B

Job description

Collect data on consumers, competitors and marketplace and consolidate information into actionable items, reports and presentations.

Actively research and maintain data repositories in technology domain.

Business research: Primary and Secondary research - In-depth Industry reports, Company profiles, Biographies, etc across multiple sectors and geographies.

Understand business objectives of customers' and ability to execute accordingly.

Compile and analyse statistical data using modern and traditional methods to collect it.

Perform valid and reliable market research SWOT analysis.

Interpret data, formulate reports and make recommendations.

Provide competitive analysis on various companies' market offerings, identify market trends, pricing/business. models, sales and methods of operation.

Remain fully informed on market trends, other parties research and implement best practices.

Conducting secondary research using various databases.

Your base location will be Sector 135, NOIDA, in The Higher Pitch's office.

Schedule C

Your remuneration and cost to the company.

Particulars	Annual	Monthly
Basic Salary	1,70,000.00	14,166.67
House Rent Allowance	68,000.00	5,666.67
Special Allowance	1,61,776.00	13,481.33
Employers PF contribution	21,600.00	1800.00
Employee Medical Insurance	3,624.00	302.06
Fixed Salary	4,25,000.00	35,416.67
Performance Linked Variable	75,000.00	
Annual CTC	5,00,000.00	

*Incentive will be paid as per company policy and will be shared upon joining. The incentive policy will be revised from time to time. THP reserves the full right to change incentive policy at any given point of time during your employment.

Sidhant

Schedule D Employee Covenants

Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee with THP, the undersigned (the "Participant") agrees and covenants as follows:

1. Employment with the Company as an employee (the "Engagement"), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.

2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Cofounders of the Company from time to time.

3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The following shall not constitute Confidential Information:

(i) information which is or becomes public other than through a breach of this Agreement;

(ii) information which is known to the Participant prior to disclosure by the Company, as evidenced by written records; or

(iii) information that is disclosed to the Participant by a third party in good faith who has the right to make such disclosure;

Participant may disclose Confidential Information in the event and to the extent that such information is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to contest such request, requirement or order through legal means and/or to limit such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit

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or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party, or which currently applies to the Participant.

6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.

7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.

8. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property and the Participant shall be bound by the terms thereof.

9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.

11. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in

or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defence in any injunction action, application or motion brought against the Participant by the Company.

12. This Agreement is governed by the laws of India and the Participant agrees to the non-exclusive jurisdiction of the courts of New Delhi in relation to this Agreement.

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted, and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed as of the Twenty second day of February, 2021.

_____ Sidhant

PARTICIPANT Name: SIDHANT GUPTA

Signed in the presence of:

_____

WITNESS to PARTICIPANT Name:

COGNERIUM

COGNERIUM ROBOTIC LABS PRIVATE LTD

February 01, 2021

Subject: Employment Offer Letter

Dear Manpreet Kaur,

We are pleased to offer you the terms of employment for the position of "**Associate Business Development Manager**" starting from March 01, 2021 in the Business Department with a salary of **INR 30,000** per month for first 3 months of Probation period and after successful probation period the revised CTC will be **INR 600,000** per annum.

Employment Overview

1. **Duties**. You will begin your career, as **Associate Business development Manager** with the date of March 01, 2021. You will be reporting to the **Head of Business.**
2. **Compensation**. Your salary will be paid at the rate of INR **30,000 Per Month** during the probation period of 3 months and post probation the revised CTC will be **INR 600,000 Per Annum**. You are also eligible for a Performance Incentive as described in the annexure-1. the Applicable central and state taxes will be deducted from your gross earnings.
3. **Performance**. Your performance will be evaluated on time-to-time basis as per the responsibilities and deliverables assigned by your manager.
4. **Working Hours.** Your working hours shall be 8:30 am to 6:00 pm and shall be flexible to work as per the current company policy. The company observes a '6 days' work a week.
5. **Commitment.** We require minimum one year of commitment from the day of confirmation as a permanent employee.
6. **Termination**. Either Company or Employee may terminate this agreement for any reason whatsoever by giving notice of two months, in the event the employee breaches the terms and conditions or his/her performance is not satisfactory company may terminate employee with an immediate effect.

7. **Confidentiality.** Without the prior express written consent of the Company, you will hold in trust and not disclose to any party, directly or indirectly, during your training and /or employment with the Company and thereafter, any confidential information relating to research, design, development, trade secrets, lists of current and prospective customers and business affairs of the Company or its clients ("Confidential Information"). This restriction shall not apply to such specific information that has (a) already become public by publication or otherwise, through no fault or conduct of yours or others acting on your behalf or in concert with you, or (b) you are forced to disclose such information pursuant to the requirements of a governmental agency or by law, and then only if, prior to any such disclosure, you first promptly notify the Company.

8. **Non-Solicitation**. Without the prior express written consent of the Company, while employed by Cognerium and for a period of 1 (one) year after your employment ends, directly or indirectly, you will not (a) provide software services to any of the Company's current or former clients with whom you will have access while employed by Cognerium or (b) for your own account or on behalf of any business competing with the Company, induce or attempt to induce any of Company's current or former clients with whom you will have access while employed by Cognerium Robotic Labs to refrain from contracting with the Company and/or to cancel or to fail to renew a contract with the Company.

9. **Remedies**. You agree that the restrictions in paragraph 6 and 7 are reasonably necessary to protect the interests of the Company, that any breach of your obligations under paragraphs 6 and 7 would be a material breach and that the Company would be irreparably damaged. You acknowledge that Cognerium Robotic Labs shall have the right to take all reasonable steps to protect its interest including, but not limited to, a temporary restraining order, a permanent injunction and any other remedies that may be available at law or equity to prevent a breach or contemplated breach of any of the obligations set forth in paragraphs 6 and 7. Any such injunction may be without bond by the Company, any such bond requirement being hereby waived by you. You also understand and acknowledge that the disclosure or use of Confidential Information may expose you to civil and criminal liability under applicable laws, including, but not limited to, the companies Act Law 2013. In addition, Cognerium is entitled to recover any legal fees and costs incurred in the enforcement of paragraphs 6, 7 and 9. The provisions in paragraphs 6, 7 and 9 are drafted pursuant to and will be governed by the laws of the state and all matters related to the enforcement of paragraphs6, 7 and 9 will have an exclusive venue in the state or federal courts in India, Delhi.

10. **Complete Agreement**. The statements in this Agreement constitute the complete agreement between you and Cognerium Robotic Labs, and may not be amended or modified unless signed in writing by both parties. This agreement supersedes any previous written or implied oral agreement(s).

11. **Severability**. The invalidity or enforceability of any particular provision in this offer letter will not affect the enforceability of any of the other provisions.

12. **Company Rules**. You agree to comply with all Company rules, including those set forth in the Company Policy Manual, Employee Handbook, notices posted on Company's website etc. ("Company Rules"). The Company reserves the right to alter, amend, delete or add to the Company's Rules.

13. **Intellectual Property.** Nothing in this agreement authorizes "employee" to use the Intellectual Property of "The Company" for any purpose. employee hereby expressly agrees that he/she shall not use the Intellectual Property of the Company. It being clarified that through this Agreement, Company has exclusively rights and ownership of the Intellectual Property.

    Intellectual Property means any Patents, Copyrights, Registered Designs, Trade Marks, Documents, Data, Code, Magazines, Images, Logos, and other intellectual property are rights of the Company, including those in respect of the Products as stated: Machine learning APIs, Lending Growth, Wealth Growth, Insurance Growth, Anti-Money Laundering, CECL, CECL Readiness, BCBS239, Strategy, Data Governance, Master Data Management, Digital Lending, Digital Wealth, Digital Insurance and associated products and other products developed by the company.

Annexure -1

Performance Incentive

Year 2021	Target	Compensation
New account sales	6	INR 150,000 Per each new account sale
Cross sell	3	INR 100,000 Per each cross-sell account
Total earnings	9	INR 12,00,000

If you agree to the terms stated in this offer letter, please indicate so by signing in the space provided below. This offer letter is valid for three (03) days from the postmark date. If not signed and received by Cognerium Robotic Labs within three (03) days, this offer letter is null and void provided in this offer letter.

We are sure that you will have a rewarding and exciting career with us. We look forward to having you on our team.

I agree to the terms and condition stated in this letter.

Sign:

Name:

Date:

Sincerely, Human Resource
Rahim Baig
Cognerium Robotic Labs Private Limited
hr@cognerium.com

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer Letters - Unykloud Technologies

UnyKloud HR Department <hr@unykloud.com> Tue, Feb 2, 2021 at 4:10 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith,

Congratulations to your students! We have really enjoyed speaking with your students and getting to know them over the course of our interactions. We are pleased to confirm that two of your students are selected to work for UnyKloud Technologies and please find their offer letters. We are delighted to offer the role of 'Business Analyst' for both the candidates. Their working location will be based in Hyderabad and will require adhoc travel to overseas project locations. We would like them to start the work from 22nd February 2021 at 9 AM.

Please ask them to sign the offer letters and return it to us before Friday 5th February this week to indicate their acceptance of this offer. We are confident your students will be able to make a significant contribution to the success of our company and look forward to working with them.

This offer is valid until February 5th 2021.

Regards

Anu Reddy

HR & Admin | UnyKloud

Mobile: +91 9666533099;

Office: 040-29885331;

Email: hr@unykloud.com

Website:www.unykloud.com

2 attachments

Nikita Sandeep Pawar Offer Letter.pdf
96K

Shanjalika Chaudary Offer Letter.pdf
97K

OFFER LETTER

OFL/PT/0221/UNY9198

Shanjalika Chaudhary
Pilibhit,
India.

Date: 1st February 2021

Dear Shanjalika,

Congratulations ! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you the Role of 'Business Analyst'. Your CTC will be 5,00,000 INR. The date of your joining would be February 22nd, 2021. Your working location would be at UnyKloud Hyderabad Office. On your joining, you are expected to enter into an agreement by signing necessary documents, which details the job role, terms and conditions of your employment, the necessary training and the contractual obligation to be with UnyKloud Technologies. On successful completion of the probation, your employment with the company will stand confirmed subject to the terms and conditions as per company policies.

The duration of the online/classroom, on the job training will be purely based on your speed of learning, performance and need basis. Company will solely reserve the right to make any further changes to the date of joining and durtaion of probation period. Your employment will be governed by the rules, regulations and policies of the Company. You will be on probabtion for a period of 3 to 6 months and based on the performance, your employment will be confirmed after the review.

Your continued employment with the company is subject to your meeting the qualifying criteria during and at the end of the training, evaluation and review sessions. During the probationary period the company will assess your technical skillsets, communications, writing skills, attitute, proactiveness and team working skills etc and all these will be taken into consideration in confirming your employment after probation period.

As per the mutual agreement you will be required to work for a minimum of 3 years from the date of the completion of your probationary period. The company will be investing huge sum of money, resources to train you on latest cloud technologies and skillsets required for your job and career. Hence you are required to stay with the company for a minimum period of 3 years. Signing this agreement confirms that you are accepting the offer letter and conditions volunterily. You have agreed to submit all the original certificates to the company for all verification purpose. Signing this document confirms that you agreed for all the probationary and employment terms and conditions set by the company.

Here are the targets/goals assigned to you

Goal 1 - You should be able to customize the NetSuite platform within 1 Months from the Joining Date
Goal 2 - You should have end to end understanding of ERP process of NetSuite platform within 1 month from joining date.
Goal 3 – You should have complete understanding of architecture, business flow of Kite & Rubik PMS Applications by end of 2nd month from your joining date.
Goal 4- You should handle the project implementations from scratch and be accountable for end to end delivery
Goal 5 – You should be able to fully present the product demos to customers within 4 – 6 months from the joining date

Your day to day working responsibilities as a business analyst will be as per the job description shared during your interview process. It includes BRD documentaions, Presentations, Detailed Functional Specifications, Logic Simulations via Excel, Co-ordinating with developers on implementation works, Talking to customers of requirements, issues, support etc

During your stay with the company, you may have access to trade secrets, client projects, product plans, strategies, product and project code and confidential business information belonging to UnyKloud, our partners, customers, vendors and any related subsidiaries.

By accepting this offer letter, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the company. You agree not to involve directly or indirectly in sabotaging the business by any means. In addition, you agree that, upon conclusion of your employment, you will immediately return to the company all of its property, equipment, and documents, including electronically stored information. In addition to this you will be given employee handbook and NDA document that should be signed as a part of your employment confirmation.

You agree not to undertake any outside employment, whether full-time or part-time, freelance, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity. In case if you were found undertaking such outside employement, freelance works etc, company will take strict actions as per the policy
You will produce all marks sheets, original certifications and other relevant documents as required by the company. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

At UnyKloud, there are policies that are linked to performance management, career growth and annual compensation review of an employee, these policies will be applicable to you. You will be governed by the rules, regulations and policies of the company as applicable to you. All the benefits are as per the company's policies, which are subject to change from time to time. This offer is also conditional upon the execution of the "Non Compete Agreement", Non Disclouse Agreement

Matter of compensation is a confidential information between you and company. The same policies of non disclosure agreement applies here as well. Your compensation should never be disclosed to your peers or colleagues as this is specifc to you based on your performance and several other parameters. Likewise you should not engage in enquiring other employee compensation details and initiate unwanted discussions within the employees. You should never share or involve in any comparisions on compensation. In case if any of your colleagues compelles or put pressure to reveal such details, please inform the details to HR or your manager.

By accepting this offer, you agree that throughout your employment, you will observe all policies and practices governing the conduct of our business and employees, including our policies prohibiting discrimination and harassment. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. It may be changed only by a subsequent written agreement.

Welcome to UnyKloud Technologies Family

Please review, sign and handover to HR to confirm acceptance. Congratulations and welcome to the team!
Sincerely,
I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____
Your name in capital letters

_____
Your Signature
Date: _____
Location: _____

UnyKloud

Annexure – A

Employee Name: Shanjalika Chaudhary
Effective Date: 22nd February, 2021
Designation: Business Analyst

Salary Break Up		
Employee Name		**Shanjalika Chaudhary**
Total Remuneration		**₹ 5,00,000**
Monthly Remuneration (INR)		**₹ 41,666.67**
	Monthly	**Annual**
Basic	**₹ 20,833.33**	**₹ 2,50,000.00**
HRA	**₹ 8,333.33**	**₹ 1,00,000.00**
Conveyance	**₹ 1,600.00**	**₹ 19,200.00**
Medical Reimbursement	**₹ 1,250.00**	**₹ 15,000.00**
Special Allowance	**₹ 9,650.00**	**₹ 1,15,800.00**
Gross Monthly/Annual Remuneration	**₹ 41,666.67**	**₹ 5,00,000.00**

Note: Provident Fund (PF) is contributed at 12% of your basic per month or as per the prevailing government rules. All PF contributions will be deducted from your overall remuneration.

Bonus/Incentives: In case if you are eligible for any bonus/incentives in your offer/increment letter, incentive amount may be higher, lower, or nil as per the terms described herein. The bonus/incentive/performance incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with company and will be paid to you only if you are active on company payroll on the day the incentive is paid.

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer Letters - Unykloud Technologies

UnyKloud HR Department <hr@unykloud.com> Tue, Feb 2, 2021 at 4:10 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith,

Congratulations to your students! We have really enjoyed speaking with your students and getting to know them over the course of our interactions. We are pleased to confirm that two of your students are selected to work for UnyKloud Technologies and please find their offer letters. We are delighted to offer the role of 'Business Analyst' for both the candidates. Their working location will be based in Hyderabad and will require adhoc travel to overseas project locations. We would like them to start the work from 22nd February 2021 at 9 AM.

Please ask them to sign the offer letters and return it to us before Friday 5th February this week to indicate their acceptance of this offer. We are confident your students will be able to make a significant contribution to the success of our company and look forward to working with them.

This offer is valid until February 5th 2021.

Regards

Anu Reddy

HR & Admin | UnyKloud

Mobile: +91 9666533099;

Office: 040-29885331;

Email: hr@unykloud.com

Website:www.unykloud.com

2 attachments

Nikita Sandeep Pawar Offer Letter.pdf
96K

Shanjalika Chaudary Offer Letter.pdf
97K

OFFER LETTER

OFL/PT/0221/UNY9197

Nikita Sandeep Pawar
Mumbai,
India.

Date: 2nd February 2021

Dear Nikita,

Congratulations ! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you the Role of 'Business Analyst'. Your CTC will be 5,00,000 INR. The date of your joining would be February 22nd, 2021. Your working location would be at UnyKloud Hyderabad Office. On your joining, you are expected to enter into an agreement by signing necessary documents, which details the job role, terms and conditions of your employment, the necessary training and the contractual obligation to be with UnyKloud Technologies. On successful completion of the probation, your employment with the company will stand confirmed subject to the terms and conditions as per company policies.

The duration of the online/classroom, on the job training will be purely based on your speed of learning, performance and need basis. Company will solely reserve the right to make any further changes to the date of joining and durtaion of probation period. Your employment will be governed by the rules, regulations and policies of the Company. You will be on probabtion for a period of 3 to 6 months and based on the performance, your employment will be confirmed after the review.

Your continued employment with the company is subject to your meeting the qualifying criteria during and at the end of the training, evaluation and review sessions. During the probationary period the company will assess your technical skillsets, communications, writing skills, attitute, proactiveness and team working skills etc and all these will be taken into consideration in confirming your employment after probation period.

As per the mutual agreement you will be required to work for a minimum of 3 years from the date of the completion of your probationary period. The company will be investing huge sum of money, resources to train you on latest cloud technologies and skillsets required for your job and career. Hence you are required to stay with the company for a minimum period of 3 years. Signing this agreement confirms that you are accepting the offer letter and conditions volunterily. You have agreed to submit all the original certificates to the company for all verification purpose. Signing this document confirms that you agreed for all the probationary and employment terms and conditions set by the company.

Here are the targets/goals assigned to you

Goal 1 - You should be able to customize the NetSuite platform within 1 Months from the Joining Date
Goal 2 - You should have end to end understanding of ERP process of NetSuite platform within 1 month from joining date.
Goal 3 – You should have complete understanding of architecture, business flow of Kite & Rubik PMS Applications by end of 2nd month from your joining date.
Goal 4- You should handle the project implementations from scratch and be accountable for end to end delivery
Goal 5 – You should be able to fully present the product demos to customers within 4 – 6 months from the joining date

Your day to day working responsibilities as a business analyst will be as per the job description shared during your interview process. It includes BRD documentaions, Presentations, Detailed Functional Specifications, Logic Simulations via Excel, Co-ordinating with developers on implementation works, Talking to customers of requirements, issues, support etc

During your stay with the company, you may have access to trade secrets, client projects, product plans, strategies, product and project code and confidential business information belonging to UnyKloud, our partners, customers, vendors and any related subsidiaries.

By accepting this offer letter, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the company. You agree not to involve directly or indirectly in sabotaging the business by any means. In addition, you agree that, upon conclusion of your employment, you will immediately return to the company all of its property, equipment, and documents, including electronically stored information. In addition to this you will be given employee handbook and NDA document that should be signed as a part of your employment confirmation.

You agree not to undertake any outside employment, whether full-time or part-time, freelance, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity. In case if you were found undertaking such outside employement, freelance works etc, company will take strict actions as per the policy
You will produce all marks sheets, original certifications and other relevant documents as required by the company. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

At UnyKloud, there are policies that are linked to performance management, career growth and annual compensation review of an employee, these policies will be applicable to you. You will be governed by the rules, regulations and policies of the company as applicable to you. All the benefits are as per the company's policies, which are subject to change from time to time. This offer is also conditional upon the execution of the "Non Compete Agreement", Non Disclouse Agreement

Matter of compensation is a confidential information between you and company. The same policies of non disclosure agreement applies here as well. Your compensation should never be disclosed to your peers or colleagues as this is specifc to you based on your performance and several other parameters. Likewise you should not engage in enquiring other employee compensation details and initiate unwanted discussions within the employees. You should never share or involve in any comparisions on compensation. In case if any of your colleagues compelles or put pressure to reveal such details, please inform the details to HR or your manager.

By accepting this offer, you agree that throughout your employment, you will observe all policies and practices governing the conduct of our business and employees, including our policies prohibiting discrimination and harassment. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. It may be changed only by a subsequent written agreement.

Welcome to UnyKloud Technologies Family

Please review, sign and handover to HR to confirm acceptance. Congratulations and welcome to the team!
Sincerely,
I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____
Your name in capital letters

_____
Your Signature
Date: _____
Location: _____

UnyKloud

Annexure – A

Employee Name: Nikita Sandeep Pawar
Effective Date: 22nd February, 2021
Designation: Business Analyst

Salary Break Up		
Employee Name		**Nikita Sandeep Pawar**
Total Remuneration		**₹ 5,00,000**
Monthly Remuneration (INR)		**₹ 41,666.67**
	Monthly	**Annual**
Basic	**₹ 20,833.33**	**₹ 2,50,000.00**
HRA	**₹ 8,333.33**	**₹ 1,00,000.00**
Conveyance	**₹ 1,600.00**	**₹ 19,200.00**
Medical Reimbursement	**₹ 1,250.00**	**₹ 15,000.00**
Special Allowance	**₹ 9,650.00**	**₹ 1,15,800.00**
Gross Monthly/Annual Remuneration	**₹ 41,666.67**	**₹ 5,00,000.00**

Note: Provident Fund (PF) is contributed at 12% of your basic per month or as per the prevailing government rules. All PF contributions will be deducted from your overall remuneration.

Bonus/Incentives: In case if you are eligible for any bonus/incentives in your offer/increment letter, incentive amount may be higher, lower, or nil as per the terms described herein. The bonus/incentive/performance incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with company and will be paid to you only if you are active on company payroll on the day the incentive is paid.

16 Feb, 2021

Private & Confidential

Priyadarshini Dutta
AA 209, Sector 1, Salt Lake City
Kolkata
700064

Subject: Contract of Employment

Dear Priyadarshini Dutta,

We are pleased to offer you the position of **Data Transformation Analyst I** with **Markit India Services Private Limited** hereinafter referred to as "**IHS Markit"** located at **Hyderabad - Purva Summit** subject to the necessary verification/checks and references where required. This offer expires if you fail to join by close of business on **8 Mar, 2021**. In the event of you not clearing the pre-employment verification, or should IHS Markit receive adverse reports from your earlier employers, or if you are deemed to have suppressed information furnished at the time of employment, irrespective of the time of it coming to the notice of the management, the employment offer stands terminated without notice.

Depending on your position, additional employment requirements and background checks may be required as a condition of your employment. This offer is further contingent on your beginning employment with us on the start date and at the location listed above, unless otherwise agreed to with your manager. You may also be required to complete additional background checks, including drug-screens as allowed by local law, throughout your employment with IHS Markit.

Subject to the above, your base salary will be **INR 600,000.00** per annum. The detailed break up of your annual salary cost shall be as per details provided in Annexure A hereto. All statutory requirements of tax and all other statutory deductions existing currently or which may come into existence in future, will be deducted at source by IHS Markit and will be complied by you. All funds paid to you will be after all such appropriate deductions have been made there from.

You will be eligible to participate in the Company's annual Cash Incentive Plan (CIP). In your first year of joining, your eligibility to participate in the CIP is subject to you having joined the Company on or before 31st August of that year and will be on a prorated basis depending on your exact start date. Your CIP payout will be reflective of your business, the Company and your individual performance. Payment of an award in any given year is subject to approval by the HR Committee of the Company as well as your continued satisfactory performance and active employment with the Company on the date payments are made. Payments are normally made in February following the fiscal year end. All compensation is subject to statutory withholdings.

You acknowledge and agree that IHS Markit has the right to change your job duties, reporting relationships, and to require additional duties as necessary from time to time, in its sole discretion. In addition, your services may be liable to be transferred anywhere in India or abroad or any of the Institutions/Offices belonging to IHS Markit. In the event that you are transferred, you will be under the administrative control of the institution to which you are transferred, and the service condition of that institution will be applicable to you.

In case of Non-Indian citizen, you will be required to submit evidence of your authorization to work in India, along

with any other proof of identity that the Company may require. It is a condition of your employment that you maintain such authorization to work in India for the duration of your employment (unless you are permanently transferred to an office outside India).

There is no earlier period of continuous employment between you and IHS Markit. This position is a full-time position and you shall not (either solely or jointly with any other person, firm or company and whether directly or indirectly) carry on or be engaged in or interested in any other business during the period of your employment with IHS Markit.

You will be on probation for a period of 6 months and after expiry of your probationary period, it will be on the discretion of the management, either to confirm your services or extend your probationary period. If you do not receive any communication stating an extension of your probation period, you would be deemed confirmed on completion of 6 months from your date of joining.

As an employee of IHS Markit, you agree to abide by the policies of IHS Markit as existing currently or which may come into existence in future as outlined in the IHS Markit employee handbooks.

Also as an employee of IHS Markit, you will have access to certain confidential information of IHS Markit and its affiliates and you may, during the course of your employment, develop certain information or inventions which will be the property of IHS Markit. To protect the interests of IHS Markit, you hereby agree to sign our standard Employee Confidentiality, Non-Compete and Invention Agreement as a pre-condition of your employment with IHS Markit. We wish to impress upon you that we do not want you to, and we hereby direct you not to bring with you any confidential or proprietary material of any former employer which may be in violation of any obligations that you may have to any former employer.

As further detailed in Annexure B**,** Section 5, you will not, while an employee of IHS Markit, and for a period of twelve months after the termination of your employment:

Directly or indirectly hire or attempt to obtain the withdrawal from IHS Markit or its affiliates of any other employee or contractor of IHS Markit, contrary to the interest of IHS Markit. Directly or indirectly solicit, interfere or endeavor to entice away from IHS Markit or its affiliates, any customers of IHS Markit or its affiliates.

In addition, should your employment be terminated, and should you fail to return any equipment owned by IHS Markit. upon termination, or should your vacation time taken be in arrears, you agree to appropriate reimbursement of such debt to be deducted from your last pay disbursed to you from IHS Markit.

This offer letter does not entitle you to employment for any specified period of time. During your probation period, your employment may be terminated by a one month notice from either you or IHS Markit or salary (one month base salary) may be paid by IHS Markit or collected from you in lieu of such notice. After the probation period, your employment may be terminated by two months' notice from either you or IHS Markit or salary (two months base salary) may be paid by IHS Markit or collected from you in lieu of such notice. IHS Markit reserves the right to require you to increase or decrease this notice period anytime during the course of your employment. Continuity of your employment will be subject to and conditional upon you accepting these changes.

In the event that you resign from employment with the Company, the Company may consider relieving you with shorter notice, if the Company so desires, in which case you shall be paid pro-rata for the days you provide services to the Company. Further the Company may at its discretion require that upon termination of your employment by the Company without cause you do not attend to any matters or enter the premises of the Company without the prior written consent of the Company.

IHS Markit may initiate Performance Improvement Plan or dismiss your services without notice if you do not perform the duties assigned to you satisfactorily and meeting standard expectations; you violate any terms of employment and/or this offer letter; you are guilty of dishonesty, theft or fraud, serious neglect or gross misconduct, willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable order of a superior; you go on an illegal strike or incite, abet or instigate or act in furtherance thereof in the course of your employment and/or in connection with the Company's business or property; you are convicted or charged with a criminal offence or an offence involving moral turpitude; you, expressly or by implication, repudiate this offer letter; you act in such a way (whether or not in the course of your employment) as to bring disrepute to IHS Markit, its parent company or its subsidiaries or affiliates, if any; you are habitually absent, or you proceed on leave without prior sanction from IHS Markit or over-stay the sanctioned leave; you commit any act subversive of discipline and efficiency or any act involving moral turpitude on the premises of establishment, such as drunkenness, riotousness, disorderly or indecent behavior, gambling within the office premises, or sleeping while on duty; you threaten or intimidate any employee, whether directly employed by IHS Markit, or any partner/vendor organization; or you take or give a bribe or get involved in any illegal gratification. For these purposes, any breach of the IHS Markit's compliance procedures or the regulatory rules applicable to IHS Markit, will result in disciplinary action up to and including dismissal without notice.

Please refer to retirement policy and guidelines as applicable on employees at IHS Markit, India. This policy can be revised from time to time as per government rules & regulations. Should you have any queries, please discuss with your regional HR department.

Female employee will be eligible for all the benefits, as applicable under the provisions of the Maternity Benefit Act, 1961, and the Rules made there-under, as amended from time to time.

This letter shall be governed by the laws of India and shall be subject to the jurisdiction of the courts at Gurugram for IHS Markit. In case of any change in address during the course of employment, it will be your duty to inform IHS Markit in writing immediately. All communications sent to you at the last given address will be deemed to have been received by you.

Please acknowledge this offer in the space below and sign the attached Employee Confidentiality, Non-Compete, Non-solicitation and Innovations Agreement (Annexure B). Please retain a copy for your files.

Welcoming you to the organization and looking forward to a long and happy association.

Sincerely,

Reema Malhotra

Vice President – Human Resources

IHS Markit, India

I have read and understand this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as a part of my employment offer except as specifically set forth herein.

Name: **Priyadarshini Dutta**

Signature: _____ Date: _____

ANNEXURE A

Name: Priyadarshini Dutta

Job Title: Data Transformation Analyst I

Work Location: Hyderabad - Purva Summit

Date of Joining: 8 Mar, 2021

COMPONENTS AMOUNT (INR)

- **Basic:** 240,000
- **HRA:** 120,000
- **Interim Bonus:** 24,000
- **Employer's Contribution to PF:** 28,800
- **Flexible basket**:**187,200
- **Total Base Pay (A):** 600,000
- **Gratuity @4.8% of Basic (B):** 11,520
- **Insurance Premium (C):** 30,881
- **Total Fixed Cost to Company (A+B+C):** 642,401

****FLEXIBLE BASKET**

- Leave Travel Allowance: Flexible up to 10% of Basic
- Telephone Allowance: Flexible up to 24,000 per annum
- Books & Periodicals Reimbursement: Flexible up to 24,000 per annum
- Children's Education Allowance: Flexible (INR 100 per child. Up to 2 Children i.e., INR 200 pm)
- Professional Development: Flexible up to 50,000 per annum
- National Pension Scheme: Flexible up to 10% of basic per annum
- Meal Card: Either 0, 13,200 or 26,400 per annum
- Special Allowance Balancing figure

NOTE:

1. You will be covered under Benefit Program namely General Medical Insurance Scheme, Personal Accident Scheme, Life Insurance Scheme, Optional subsidized parental medical cover and Gratuity Benefits as established by IHS Markit effective date of joining mentioned in Annexure-A above.
2. Interim bonus paid only for monthly Basic pay lower or equal to INR 21,000.
3. For non-Indian passport holders, PF is calculated on Basic and Special allowance.
4. Flexi Basket balance amount is paid as special allowance which is fully taxable.

ANNEXURE B

EMPLOYEE CONFIDENTIALITY, NON-COMPETE AND INNOVATIONS AGREEMENT

In consideration of my employment or continued employment, increases in compensation, and/or other good and valuable consideration (the receipt and sufficiency of which are recognized and agreed), as the case may be, with IHS Markit or its subsidiaries or affiliates, now existing or hereafter created or acquired (collectively "IHS Markit" or the “Company”), I hereby agree as follows:

1. Proprietary Information. I understand and acknowledge that:

(a) My employment creates a relationship of confidence and trust between me and the Company with respect to certain information applicable to the business of the Company or the Company's clients.

(b) The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise known to, the Company (including, without limitation, information created, discovered, developed or made known by me during the period or arising out of my employment by the Company, whether before or after the date hereof), which information has commercial value in the business in which the Company is engaged or any prospective business of the company and is considered by the Company to be of a confidential, proprietary and/or trade secret nature. All such information is hereinafter called "Proprietary Information," which term, as used herein, shall also include, but shall not be limited to, trade secrets, processes, formulae, data, computer programs, know-how, copyrights, improvements, inventions, marketing plans, strategies, forecasts, new products, financial statements, projections, prices, costs, customer, supplier and prospect contacts and lists. “Proprietary Information” as used herein shall also include but not be limited to information of third parties made known to me during the period of my employment by the Company, whether before or after the date hereof, which was provided to the Company under the expectation that the Company would protect the confidentiality thereof. Any inventor notebooks or similar records of Innovation (as that term is defined below) are to be considered “Proprietary Information.”

2. Protection of Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in strictest confidence and trust all Proprietary Information and I will not use or disclose any Proprietary Information without the written consent of the Company**,** except as necessary to carry out my duties.

3. Restrictions on Investments. During my employment by the Company, I will not deal in securities or make any other investments on the basis of insider information known to me as a result of my employment with the Company. I further agree that during my employment by the Company, I will not engage in trading in any oil, gas or mineral interests or related activities in competition with the business of any client or prospective client of the Company; provided the foregoing shall not restrict my ownership of less than 5% of the issued and outstanding stock of a corporation if such stock is listed on a national securities exchange or regularly included in the national list of over-the-counter securities published in a newspaper of general circulation

4. Documentation. In the event of the termination of my employment for any reason, I will deliver to the Company all documents, notes, inventor notebooks, invention disclosure forms, drawings, formulae, computer programs, data, and other materials of any nature pertaining to any Proprietary Information or to my work with the Company, and will not take any of the foregoing, or any reproduction of any of the foregoing that is embodied in a tangible medium of expression.

5. Non-Competition and Non-Solicitation. During my employment by the Company, and for a period of twelve months following termination of my employment, whatever the reason for such termination, I will not (i) directly or indirectly, or as a stockholder, partner, employee, consultant or participant in any business entity, engage in or assist any other person or entity to engage in any business in which my Employing Business Group (as defined below) is engaging or actively planning to engage in at the time of my termination, or (ii) solicit or attempt to entice away from my Employing Business Group, or otherwise interfere with the business relationship of my Employing Business Group with, any person who is, or was during the term of my employment, a customer or employee of, consultant or

supplier to, or other person or entity having material business relations with, my Employing Business Group. For the purposes of this Agreement, “Employing Business Group” shall mean the unit(s) of the Company in which I was employed, that I managed and/or to which I provided significant services during the twelve months prior to the termination of my employment with the Company. Although I acknowledge and agree that the restrictions herein are reasonable, to the extent that any part of this paragraph 5 may be invalid, illegal or unenforceable for any reason, it is intended that such part shall be enforceable to the maximum extent that a court of competent jurisdiction shall determine that such part, if more limited in scope, would have been enforceable, and such part shall be deemed to have been so written and the remaining parts shall as written be effective and enforceable in all events.

6. Disclosure of Innovations. I will promptly disclose to the Company all discoveries, developments, designs, improvements, inventions, products, formulae, processes, techniques, business methods, computer programs, strategies, know-how, data and brands, whether or not patentable, protectable or registrable under copyright, patent, trademark, trade secret or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, in whole or in part**,** during the period of my employment or within a period of six months thereafter, that are related to the business or prospective business of the Company, result from tasks assigned to me by the Company, or result from the use of premises or property (including computer systems and engineering facilities) owned, leased or contracted for by the Company (referred to as “Innovations”).

7. Ownership of Innovations. Company shall be the owner of the work product and Innovations created, developed, prepared or submitted by me**,** in whole or in part, to the Company during the term of my employment with the Company. The Company shall also be the owner of all intellectual property rights in such work product and Innovations, including all rights of copyright, patent, trademark, trade secret, patent and other similar legal protections therein along with their foreign counterparts (including patents, utility models and industrial designs), continuations, divisional, and extensions (hereinafter referred to as “IP Rights”). It is my intention and that of the Company that the work product and Innovations constitute “a work made for hire” and the Company shall be the “First Owner” as defined under section 17 of the Copyright Act, 1957 including any amendments thereafter irrespective of me being hired as a consultant or for part-time employment. Moreover, I hereby agree to assign, and by these presents, do assign to the Company without further consideration all of my worldwide right, title and interest in and to such work product, Innovations and IP Rights. I shall assist the Company in every proper way as to all such Innovations to obtain and from time to time enforce IP Rights relating to said Innovations in any and all countries, and to that end I will execute all documents as the Company may desire, together with any assignments thereof to the Company or persons designated by it, and the Company shall reimburse me for any reasonable out-of-pocket expenses incurred by me in connection therewith. My obligation to assist the Company as provided herein shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for time actually spent by me at the Company's request. If the Company is unable, after reasonable effort, to secure my signature on any documents or documents needed to apply for or prosecute any IP Right or similar protection relating to a work product or Innovation for any reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of any IP Right or similar protections thereon with the same legal force and effect as if executed by me and I hereby ratify, affirm and approve all such lawfully permitted acts accordingly.

8. Use of Confidential Information of Other Persons. I represent that I have not brought and will not bring with me to the Company or use at the Company any proprietary information or trade secrets of any other persons or entity, unless express written authorization from such other person or entity for their possession and use by the Company has been obtained. I also understand that I am not to breach any obligation of confidentiality that I have to any such person or entity and agree to fulfill all such obligations during the period of my affiliation with the Company

9. Assignment. This Agreement and the rights and obligations of the parties hereto shall bind and inure to the benefit of any successor(s) of the Company, including, but not limited to any purchaser of the stock or assets of any of the Company’s businesses. Neither this Agreement nor any rights or benefits hereunder may be assigned by me.

10. Complete Agreement; Amendments. The foregoing is the entire agreement of the parties with respect to the

subject matter hereof and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto.

11. No Employment Agreement; Enforcement. I understand that nothing contained in this Agreement shall confer upon me any right with respect to (i) the continuation of my employment by the Company, or (ii) the terms and conditions of my employment by the Company, or interfere in any way with the right of the Company at any time to terminate such employment or to increase or decrease my compensation or benefits. In the event of a breach or threatened breach by me of any provision of this Agreement, the Company shall be entitled to apply to any court of competent jurisdiction for a temporary and/or permanent injunction restraining me from such breach or threatened breach, but nothing herein contained shall be construed to preclude the Company from pursuing any other available remedy for such breach or threatened breach in addition to, or in lieu of, such injunctive relief. The Company shall be entitled to recover from me its reasonable attorney's fees incurred in pursuit of any successful claim of breach of any provision of this agreement.

12. Interpretation. It is my desire and intent that the provisions of this Agreement shall be enforced to the fullest extent permissible in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed to be deleted, and the remainder of this Agreement shall continue in full force and effect.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of India

IHS Markit IP & CONFIDENTIALITY UNDERTAKING ACKNOWLEDGEMENT LETTER

IP & Confidentiality Undertaking between yourself and IHS Markit is effective from the date of signing this agreement. The provisions contained in this Undertaking are supplemental to the terms and conditions of your current employment contract with IHS Markit and will become effective immediately. In the event of conflict between the provisions contained in this Undertaking and any other documents entered into between the parties, the provisions of this Undertaking will prevail.

Please indicate your acceptance of the content of this letter by signing below.

Yours sincerely,

Reema Malhotra
Vice President – Human Resources
IHS Markit, India

I acknowledge that I have received my personal copy of the IHS Markit IP & Confidentiality Undertaking and understand that each IHS Markit employee must understand and follow the principles, guidelines and standards detailed in the Undertaking.

I hereby expressly declare that I have sufficient knowledge of English to fully understand the received documentation.

Name: **Priyadarshini Dutta**

Signature: _____ Date: _____

COMPUTER INTERNET & E-MAIL POLICY

Introduction

Computer equipment and electronic communications devices are used in all aspects of working life; they are essential business tools which make communication between colleagues, to and from customers and third parties easy and efficient. However, all of these devices are open to misuse and abuse and so we have adopted a policy designed to define acceptable use. We hope that in most cases what is acceptable and unacceptable will be a matter of common sense. Colleagues should also be aware of IHS Markit Securities Policies, Procedures, Guidelines and Forms (available to view on employee intranet).

Risks

Files stored on computers or on shared networks are business records and therefore belong to the Company. They have the same legal status as other more traditional forms of communication and may be disclosable to legal or regulatory authorities, or used in furtherance of disciplinary processes. Deletion from the user's in-box or archive does not destroy the text of the message. Deletion of an e-mail does not mean that the message has been obliterated.

No electronic communication is fully secure. This means that information stored or carried over networks may be the subject of accidental or intentional interception or misdelivery. It may also be the case that third parties wish to introduce viruses into the Company computer systems. We wish to minimize these risks and colleagues are expected to play their part by taking sensible precautions and observing the terms of this policy.

Physical Security

Portable computer devices are particularly theft attractive and if not looked after can be easily lost or damaged. If you have been issued with a laptop, PDA, Blackberry or mobile phone, you must take due care and attention to ensure that it is kept safe and secure at all times, especially when travelling. Simple measures can greatly enhance physical security such as not using or displaying laptops in isolated or dangerous areas. Care should be taken when using computer equipment on public transport, apart from the risk of theft confidential information may be viewable to fellow travelers. Do not leave laptops on view in cars.

‘Soft Security’

Whether using a desktop, portable or other device you should be aware that computer systems in use at work contain company confidential information and possibly confidential information about customers and colleagues. Accordingly, colleagues are responsible for ensuring that basic security measures are taken such as regularly changing passwords, not leaving confidential material open and easy to view whilst they are away from their desks, ensuring that they have logged out when leaving the workplace and taking other reasonable actions to prevent unauthorized access. It may also be necessary for users to ensure that back-up procedures are in operation when using remote devices or lap tops.

Programmes and Software

The Company provides operating systems and programmes suitable for work purposes. These must not be tampered with or deleted. Employees are not permitted to download or install programmes, including instant messenger programmes, screen savers, photos, video clips and music files. Downloading entertainment software is forbidden.

Use of the Web

Care should be taken when accessing web pages, when a web-site is visited then ‘cookie’s, ‘tags’ or ‘web beacons’ may be enabled to allow the site owner to identify and monitor visitors. You should not use a web based systems to download any documents, images or files which on the widest interpretation could be regarded as offensive (e.g. sexually explicit material). As a general rule, if any person might be offended by the contents of a web page or

downloaded image, or if it would cause embarrassment if made public then viewing it will be a breach of this policy and may be regarded as a disciplinary offence. On-line gaming or gambling is strictly forbidden.

Use of e-mail Facilities

E-mail is an essential business tool, but an informal means of communication and for this reason must be used with care. Despite the obvious convenience it is important to consider whether an e-mail is the correct medium for each particular communication. Assuming it is then e-mail communications should be written professionally, as would a letter or fax.

On no account should an e-mail be sent containing any abusive, obscene, pornographic or discriminatory material, it is immaterial that the sender may regard the message as humorous and expect the recipient not to be offended in any way. If you receive such messages then they should be deleted immediately and you should discourage the sender for transmitting further similar messages to you.

The Company has the right to have access to any e-mail sent and/or received using the e-mail provided by the Company and also to navigate internet information, when the company has any suspicion of an infringement of this Policy, unfair competition practices, and in general under any used done against the good faith. The Company has the right to have the mentioned access, even when the labour contract had terminated, and for a period of five (5) years thereafter. The content of these communications can be used by the Company to defend its legitimate interest and to defend the interest of any company belonging to the Group.

Personal Use and Monitoring

The Company recognizes that colleagues may wish to make personal use of the e-mail systems and the internet. A modest amount of personal use is acceptable provided it meets these criteria:

- Use must be minimal and be conducted substantially outside of business hours (e.g. during the course of breaks);
- Use must not interfere with the normal duties of the job;

- Personal e-mails should be labelled as “personal” in the subject header;
- Use must be compliant with this policy;

Whilst incidental personal use is acceptable, within the above limits, there can be no expectation of privacy as the Company reserves the right to review, intercept and access all messages received or sent over its computer systems. This includes the contents of downloaded information, e-mail etc. We reserve the right to retrieve the contents of messages or check searches which have been made on the internet in order to: monitor whether usage of the e-mail system and internet is legitimate and in accordance with this policy; to find lost messages or to retrieve messages lost due to computer failure and to assist in the investigation of wrongful acts; or to comply with any legal obligation(s).

Inappropriate Use

Misuse or abuse of the Company’s computer systems or inappropriate use of the e-mail and internet is a breach of this policy and is likely to result in disciplinary action. Misuse of the internet can in certain circumstances constitute a criminal offence and where this is the case the law enforcement agencies will be informed. In particular, misuse of the e-mail system or inappropriate use of the internet by viewing, assessing, transmitting or downloading pornographic or otherwise obscene or offensive material will amount to gross misconduct and disciplinary procedures will be initiated.

Colleague Responsibilities

- To observe basic security procedures when using computers and electronic communication devices
- Not to introduce software or programmes onto any work computer, unless you have permission from your manager to do so
- Not to make excessive personal use of the internet or the Company e-mail system
- To keep all personal use within the bounds of acceptability, as defined by this policy

Management Responsibilities

- To ensure that colleagues who are using computers are taking due care to ensure the safety and security of the Company assets
- To remind colleagues of the need to change passwords regularly and to ensure that important documents are stored securely on PC’s shared drives or lap tops
- To remind colleagues of what is considered to be acceptable use in terms of both time spent on personal usage and content of pages viewed on the web or e-mails sent and received
- To liaise with HR if it is apparent that a colleague is not adhering to this policy

Name: **Priyadarshini Dutta**

Signature: _____ Date: _____

This is a system generated contract and does not require to add a digital signature.

RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

Date: 26th February 2021

Malvika Tandon
Email: tmalvika1997@gmail.com
Phone: 9871295441

Dear Malvika Tandon,

On behalf of Regalix India Pvt. Ltd., it is my pleasure to confirm our offer of employment to you as **'Senior Sales Specialist'**, in our Hyderabad, India operation. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You made a very favorable impression with everyone you met and we are excited with the prospect of your joining our company.

We are pleased to appoint you on the following terms & conditions:

Designation	: **Senior Sales Specialist**
Cost to Company	: **INR 6,50,000/- per annum (Rupees Six Lakh Fifty Thousand Only)**
Grade & Level	: **G2 & L2**
Proposed Compensation Break Up	: **As Detailed in Annexure II**

Of your Annual CTC, INR 5,85,000 will be fixed payout and INR 65,000 will be variable. The variable amount is divided and paid quarterly, based on your Individual contribution and the Company's overall performance in the quarter. The details of your key performance indicators, contributing to your performance bonus will be conveyed to you by your reporting supervisor at the time of joining.

You are also eligible for a Transport Allowance of INR 4,000 (Rupees Four Thousand Only) per month should you not opt for company provided transport, along with the Night Shift Allowance (NSA) of INR 3,000 (Rupees Three Thousand Only) if you work in a shift between 5:00pm to 5:00am. The same will be processed basis the number of working days with your monthly salary and will be taxable.

The compensation will be subject to applicable law or the rules of the Company in force from time to time, and as may be modified by the Company in its sole discretion from time to time. The company will make such deductions as may be necessary for compliance with State / Central tax laws.

Your Initial Posting will be at **Hyderabad, India** and your shift timing will be **07:00 PM – 3:00 AM** aligned to **US** region. However, these are subject to change to any other location/office or shift timing of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time.

The terms and conditions applicable to such other places/establishments/times will be notified to you in a transfer order. In the event of your not joining duty in accordance with such transfer order within eight days of the transfer date mentioned in the transfer order, you shall be deemed to have relinquished and resigned your employment and you shall cease to be in our employment.

Your appointment will be effective from the **date of joining** which shall be on or before **8th March 2021,** failing which this appointment will stand automatically withdrawn.

Our standard policy includes annual performance appraisals and six months of probation from the date of joining the Company.

Termination and Notice Period:

Subject to the provisions contained in this offer, your services may be terminated by either party on giving '**two months'** notice.

No notice of resignation will be effective if given during a period of leave of absence from the Company and you will also not be eligible to proceed on such leave during the notice period.

This offer of employment is contingent upon the successful completion of your back-ground screening as per the norms of the organization.

In the first instance, during period the period of Probation, the termination of service may be made by either of the parties without giving any reason by giving one month notice or on payment of a sum equivalent to one month pay in lieu of notice.

Post confirmation of employment the termination of services may be made by either of the parties without assigning any reason by giving two months' notice or by paying a sum equivalent to two month's salary in lieu of notice. The company may insist that you shall serve the notice period or complete the project/assignment on hand and ensure knowledge transfer and hiring of replacement before being relieved from the services. The company may also at its sole discretion, waive the total or part of the notice period and relieve you from service.

Pay for the purpose of this clause would been basic pay per month drawn by the employee on the date of giving the notice by either of the parties.

No notice or payment in lieu thereof is necessary in the event the termination is on account of misconduct on your part including but not limited to Code of Conduct violation, breach of Zero Tolerance policy.

You will be entitled to Annual Leave in accordance with the Rules of the Company being in force at the time.

You will carry out all instructions of your superior(s) in the Company as regards your work, attendance, conduct, behavior, etc. and carry out diligently and honestly all duties that may be assigned to you by the Company from time to time notwithstanding the designation given above. Your days of work and working hours will be as per the working hours of the office, in which you are for the time being posted and can be changed at the discretion of the management of the Company.

You will retire in the normal course from the services of the Company on attaining the age of superannuation, that is on the day following your 60th Birthday.

Company however will have a right to retire you earlier from the services of the Company, any time after attaining the age of fifty five, if it is of the opinion that you are not physically or mentally fit enough to perform your assigned duties efficiently and effectively. Such early retirement may be given to you by giving a notice of three months. No extra compensation is payable to you in such an event.

Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

You shall, during your service with us, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business and service.

Information pertaining to the Company's operations shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with your previous employers, in which case you shall keep us indemnified against any breach thereof by you.

The terms set out in this letter, together with the non-disclosure agreement and the Regalix India Pvt. Ltd. Compliance and Policy Manual, will form your Contract of Employment with the Company

You will abide by the Rules and Regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment without notice or compensation thereof.

You being adjudged an insolvent or applying to be adjudged an insolvent or making a compensation or arrangement with your creditors or being found guilty by a competent court of any offence involving moral turpitude will render you liable to termination of your employment without notice or compensation thereof.

Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.

The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.

You shall inform the company of any change in your personal data within 3 working days. Any notice required to be given to you, shall be deemed to have been duly and properly given if delivered to you personally or sent to you by registered post at your address in India, as recorded with the Company.

By signing below, you confirm that you are not bound by any agreement with any previous employer or any party, which restricts in any way your prospective employment by Company (for example, any non-compete or non-competition agreement, non-disclosure or confidentiality agreement, non-solicitation agreement, etc.). Such agreements may be contained in offer letters from previous employers, stock option grants, employment agreements, independent contractor agreements, agreements for the sale of a business etc. You represent that your employment with Company and the performance of your proposed duties for Company will not violate any obligations you have to such previous employer or other party. In your work for Company, you will not disclose or make use of any information or trade secrets in violation of any agreements with or rights of any such previous employer or other party, and you will not bring to Company premises any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

In case any information furnished by you, either in your application for employment or during the selection process is found to be incorrect/false, and /or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the right to terminate your services any time without notice or compensation in lieu of notice.

It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. Kindly send the duly signed copy of the duplicate offer document to the undersigned, as a sign of your acceptance of the offer, latest by **28th February 2021;** failing which the offer shall stand withdrawn**.**

Malvika, we take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Sincerely,

For, Regalix India Private Ltd

Shanta Sarkar

Regalix INDIA PVT. LTD. Bengaluru 560 001

Shanta Sarkar

Director – Human Resources

I **Malvika Tandon, agree** to accept employment on the above-mentioned terms and conditions. I'll report for duty on or before **8th March 2021.**

Date: Signed:

Enclosed:

1. Details of Required Documents: Annexure I
2. Salary Break-up: Annexure II

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RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

Annexure I

Please submit 2 copies each of the below mentioned documents on your date of joining:

- Semester Marks Cards for all courses pursued (full time / distance learning)
- Provisional and Original Degree Certificates issued by the University for all courses pursued (full time / distance learning)
- Proof for Date of Birth (Birth Certificate, School Leaving Certificate or Xth Standard Mark Sheet with Date of Birth)
- Relieving letter from all the Past Employers (Relieving letter from the Current Employer shall be submitted on the Date of Joining)
- Last 3 months pays
- Copy of your Passport with any valid Visa / Work permit
- PAN Card copy and Adhaar (Mandatory)
- 2 Passport size photographs

***Please note: Aadhaar No. and PAN No. has become mandatory as per new Government regulation for creation of your PF Account and UAN Number.**
Employment confirmation is subjected to submission of Aadhaar No. and PAN No.

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RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
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Annexure II – Salary Break-up

Salary Break Up Sheet				
Total CTC:	Rs. 6,50,000			
Variable Pay	Rs. 65,000			
Fixed Pay	Rs. 5,85,000			
Particulars		**Annual**		**Per Month**
Salary				
Basic Salary		Rs.	2,60,000	Rs. 21,667
House Rent Allowance		Rs.	1,04,000	Rs. 8,667
Special Allowance		Rs.	1,86,894	Rs. 15,575
Gross Salary (Before Deductions)		**Rs.**	**5,50,894**	**Rs. 45,908**
Employer Benefits (Part of CTC)				
PF Contribution Employer		Rs.	21,600	Rs. 1,800
Gratuity *		Rs.	12,506	Rs. 1,042
Deductions				
PF Contribution Employee		Rs.	21,600	Rs. 1,800
Profession Tax		Rs.	2,400	Rs. 200
Income tax *				
Gross Pay		**Rs.**	**5,50,894**	**Rs. 45,908**
Net Pay (Take Home)		**Rs.**	**5,26,894**	**Rs. 43,908**
CTC		**Rs.**	**6,50,000**	**Rs. 54,167**

* Net Salary is subject to declaration towards Investments & other Eligible Deductions under IT Provisions

* Variable is paid quarterly basis your performance.

* Insurance covering self, spouse and children up to Rs.5,00,000/- per annum

* Payment of gratuity will be in accordance with the provisions of the Payment of Gratuity Act.

* Any perquisites/allowance/incentive/ bonus paid above the CTC will be taxable

*****

RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

Date: 26th February 2021

Mithula Maddali
Email: mithulamaddali@gmail.com
Phone: 9920705117

Dear Mithula Maddali,

On behalf of Regalix India Pvt. Ltd., it is my pleasure to confirm our offer of employment to you as **'Senior Sales Specialist'**, in our Hyderabad, India operation. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You made a very favorable impression with everyone you met and we are excited with the prospect of your joining our company.

We are pleased to appoint you on the following terms & conditions:

Designation	: **Senior Sales Specialist**
Cost to Company	: **INR 6,50,000/- per annum (Rupees Six Lakh Fifty Thousand Only)**
Grade & Level	: **G2 & L2**
Proposed Compensation Break Up	: **As Detailed in Annexure II**

Of your Annual CTC, INR 5,85,000 will be fixed payout and INR 65,000 will be variable. The variable amount is divided and paid quarterly, based on your Individual contribution and the Company's overall performance in the quarter. The details of your key performance indicators, contributing to your performance bonus will be conveyed to you by your reporting supervisor at the time of joining.

You are also eligible for a Transport Allowance of INR 4,000 (Rupees Four Thousand Only) per month should you not opt for company provided transport, along with the Night Shift Allowance (NSA) of INR 3,000 (Rupees Three Thousand Only) if you work in a shift between 5:00pm to 5:00am. The same will be processed basis the number of working days with your monthly salary and will be taxable.

The compensation will be subject to applicable law or the rules of the Company in force from time to time, and as may be modified by the Company in its sole discretion from time to time. The company will make such deductions as may be necessary for compliance with State / Central tax laws.

Your Initial Posting will be at **Hyderabad, India** and your shift timing will be **07:00 PM – 3:00 AM** aligned to **US** region. However, these are subject to change to any other location/office or shift timing of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time.

The terms and conditions applicable to such other places/establishments/times will be notified to you in a transfer order. In the event of your not joining duty in accordance with such transfer order within eight days of the transfer date mentioned in the transfer order, you shall be deemed to have relinquished and resigned your employment and you shall cease to be in our employment.

Your appointment will be effective from the **date of joining** which shall be on or before **8th March 2021,** failing which this appointment will stand automatically withdrawn.

Our standard policy includes annual performance appraisals and six months of probation from the date of joining the Company.

Termination and Notice Period:

Subject to the provisions contained in this offer, your services may be terminated by either party on giving '**two months'** notice.

No notice of resignation will be effective if given during a period of leave of absence from the Company and you will also not be eligible to proceed on such leave during the notice period.

This offer of employment is contingent upon the successful completion of your back-ground screening as per the norms of the organization.

In the first instance, during period the period of Probation, the termination of service may be made by either of the parties without giving any reason by giving one month notice or on payment of a sum equivalent to one month pay in lieu of notice.

Post confirmation of employment the termination of services may be made by either of the parties without assigning any reason by giving two months' notice or by paying a sum equivalent to two month's salary in lieu of notice. The company may insist that you shall serve the notice period or complete the project/assignment on hand and ensure knowledge transfer and hiring of replacement before being relieved from the services. The company may also at its sole discretion, waive the total or part of the notice period and relieve you from service.

Pay for the purpose of this clause would been basic pay per month drawn by the employee on the date of giving the notice by either of the parties.

No notice or payment in lieu thereof is necessary in the event the termination is on account of misconduct on your part including but not limited to Code of Conduct violation, breach of Zero Tolerance policy.

You will be entitled to Annual Leave in accordance with the Rules of the Company being in force at the time.

You will carry out all instructions of your superior(s) in the Company as regards your work, attendance, conduct, behavior, etc. and carry out diligently and honestly all duties that may be assigned to you by the Company from time to time notwithstanding the designation given above. Your days of work and working hours will be as per the working hours of the office, in which you are for the time being posted and can be changed at the discretion of the management of the Company.

You will retire in the normal course from the services of the Company on attaining the age of superannuation, that is on the day following your 60th Birthday.

Company however will have a right to retire you earlier from the services of the Company, any time after attaining the age of fifty five, if it is of the opinion that you are not physically or mentally fit enough to perform your assigned duties efficiently and effectively. Such early retirement may be given to you by giving a notice of three months. No extra compensation is payable to you in such an event.

Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

You shall, during your service with us, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business and service.

Information pertaining to the Company's operations shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with your previous employers, in which case you shall keep us indemnified against any breach thereof by you.

The terms set out in this letter, together with the non-disclosure agreement and the Regalix India Pvt. Ltd. Compliance and Policy Manual, will form your Contract of Employment with the Company

You will abide by the Rules and Regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment without notice or compensation thereof.

You being adjudged an insolvent or applying to be adjudged an insolvent or making a compensation or arrangement with your creditors or being found guilty by a competent court of any offence involving moral turpitude will render you liable to termination of your employment without notice or compensation thereof.

Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.

The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.

You shall inform the company of any change in your personal data within 3 working days. Any notice required to be given to you, shall be deemed to have been duly and properly given if delivered to you personally or sent to you by registered post at your address in India, as recorded with the Company.

By signing below, you confirm that you are not bound by any agreement with any previous employer or any party, which restricts in any way your prospective employment by Company (for example, any non-compete or non-competition agreement, non-disclosure or confidentiality agreement, non-solicitation agreement, etc.). Such agreements may be contained in offer letters from previous employers, stock option grants, employment agreements, independent contractor agreements, agreements for the sale of a business etc. You represent that your employment with Company and the performance of your proposed duties for Company will not violate any obligations you have to such previous employer or other party. In your work for Company, you will not disclose or make use of any information or trade secrets in violation of any agreements with or rights of any such previous employer or other party, and you will not bring to Company premises any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

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RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

In case any information furnished by you, either in your application for employment or during the selection process is found to be incorrect/false, and /or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the right to terminate your services any time without notice or compensation in lieu of notice.

It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. Kindly send the duly signed copy of the duplicate offer document to the undersigned, as a sign of your acceptance of the offer, latest by **28th February 2021;** failing which the offer shall stand withdrawn**.**

Mithula, we take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Sincerely,

For, Regalix India Private Ltd

Shanta Sarkar

Regalix INDIA PVT. LTD. Bengaluru 560 001

Shanta Sarkar

Director – Human Resources

I **Mithula Maddali, agree** to accept employment on the above-mentioned terms and conditions. I'll report for duty on or before **8th March 2021.**

Date: Signed:

Enclosed:

1. Details of Required Documents: Annexure I
2. Salary Break-up: Annexure II

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Annexure I

Please submit 2 copies each of the below mentioned documents on your date of joining:

- Semester Marks Cards for all courses pursued (full time / distance learning)
- Provisional and Original Degree Certificates issued by the University for all courses pursued (full time / distance learning)
- Proof for Date of Birth (Birth Certificate, School Leaving Certificate or Xth Standard Mark Sheet with Date of Birth)
- Relieving letter from all the Past Employers (Relieving letter from the Current Employer shall be submitted on the Date of Joining)
- Last 3 months pays
- Copy of your Passport with any valid Visa / Work permit
- PAN Card copy and Adhaar (Mandatory)
- 2 Passport size photographs

***Please note: Aadhaar No. and PAN No. has become mandatory as per new Government regulation for creation of your PF Account and UAN Number.**
Employment confirmation is subjected to submission of Aadhaar No. and PAN No.

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Annexure II – Salary Break-up

Salary Break Up Sheet				
Total CTC:	Rs. 6,50,000			
Variable Pay	Rs. 65,000			
Fixed Pay	Rs. 5,85,000			
Particulars		**Annual**		**Per Month**
Salary				
Basic Salary		Rs.	2,60,000	Rs. 21,667
House Rent Allowance		Rs.	1,04,000	Rs. 8,667
Special Allowance		Rs.	1,86,894	Rs. 15,575
Gross Salary (Before Deductions)		**Rs.**	**5,50,894**	**Rs. 45,908**
Employer Benefits (Part of CTC)				
PF Contribution Employer		Rs.	21,600	Rs. 1,800
Gratuity *		Rs.	12,506	Rs. 1,042
Deductions				
PF Contribution Employee		Rs.	21,600	Rs. 1,800
Profession Tax		Rs.	2,400	Rs. 200
Income tax *				
Gross Pay		**Rs.**	**5,50,894**	**Rs. 45,908**
Net Pay (Take Home)		**Rs.**	**5,26,894**	**Rs. 43,908**
CTC		**Rs.**	**6,50,000**	**Rs. 54,167**

* Net Salary is subject to declaration towards Investments & other Eligible Deductions under IT Provisions

* Variable is paid quarterly basis your performance.

* Insurance covering self, spouse and children up to Rs.5,00,000/- per annum

* Payment of gratuity will be in accordance with the provisions of the Payment of Gratuity Act.

* Any perquisites/allowance/incentive/ bonus paid above the CTC will be taxable

*****

ADITYA BIRLA
FASHION & RETAIL

REC/HR/STAFFING/Cam/FY21-22/7

May 19, 2021

Ms. Krutika Padamraj Chopra,
#63/71, Dadi Seth Agyari Lane,
2nd Floor, Flat No. 41, Mumbai:400002

Dear Krutika,

Sub: Offer of Employment

We take pleasure in offering you the position of **'Trainee Team Manager & Coach'– The Collective** in **The Collective & International Brands Job Level 3,** at Aditya Birla Fashion and Retail Limited.

You will be based at **PAN India** and you will report to the **Store Manager.** You will be on the rolls of Aditya Birla and all its terms and conditions will be applicable as defined.

We request you to join us on or before **July, 2021.** Your employment commences from the date of your reporting and you will be on probation for a period of six months from the date of joining. In the event of you not joining by this date, this offer will automatically expire, unless specifically extended by the company.

A statement detailing your compensation and benefits is enclosed for your reference **(refer annexure 1)**. A detailed letter of appointment will be issued to you on your joining duty and on completion of the joining formalities.

Please note your Offer of Employment is subject to your being found medically (physically and mentally) fit. Please also note that this offer of employment is subject to our receiving satisfactory references / relieving letter from your previous employer, if any, and other references provided by you.

Kindly sign and return the duplicate copy of this letter as a token of your acceptance and communicate your date of joining to us.

We look forward to having you on board.

Yours faithfully

For Aditya Birla Fashion and Retail Limited.

Vinita Sobarad
Manager – HR
The Collective & International Brands

I have read the details mentioned in the documents and I accept the terms and conditions as mentioned.

Krutika Padamraj Chopra

ADITYA BIRLA
FASHION & RETAIL

ANNEXURE – 1: COMPENSATION AND BENEFITS

Employee Name : **Krutika Padamraj Chopra**
Job Title : **Trainee Team Manager & Coach**
The Collective & International Brands Job Level : **3**
Reporting Manager : **Store Manager**

Particulars		**Monthly**	**Annual**
Salary			
	Basic Salary	16042	192504
Allowance			
	Supplementary Allowance	16055	192660
	House Rent Allowance	8021	96252
	Conveyance Allowance	1600	19200
	Medical Allowance	834	10008
	Bonus	584	7008
Gross Salary		43136	517632
Retirement Benefits			
	Provident fund (12% of Basic)	1925	23100
	ESIC (3.25% of Gross)	0	0
	Gratuity (4.81% on Basic)	772	9264
Fixed Compensation		**45833**	**549996**
Cost to Company		**45833**	**549996**

Potential Variable Earning per Annum	**175000/-**
(Subject to meeting store target achievement and qualifying condition)	

For Aditya Birla Fashion and Retail Limited.

Vinita Sobarad
Manager – HR
The Collective & International Brands

Notes:

*1) **All Salary Payments** are subject to Income tax, Professional tax and any other statutory deductions are applicable in accordance with the laws prevailing.*

*2) You and your dependents will be covered under a comprehensive **medical insurance policy** for any hospitalization. You can cover your spouse and two children and two dependent parents under this scheme. You will also be covered under a Group Personal Accident policy.*

Acknowledgement Receipt

I have read the details mentioned in the documents and I accept the terms and conditions as mentioned.

Krutika Padamraj Chopra

transcend

Date: 1st March 2021.

Mr. Ashish Ranjan,
S/o Ajit Kumar,
FLAT NUMBER 304-B LOAKNATH APPAERTMENT
DON BOSCO SCHOOL ROAD HESAG, HATIA
RANCHI-834003
JHARKHAND.

Dear Ashish Ranjan,
Subject: Offer cum Appointment Letter with Transcend Street India Private Limited

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **"Business Analyst"** with our Company, **Transcend Street India Private Limited,** with effect from **1st March 2021.**

This Appointment Letter will be referred to and will serve as an **"Agreement"** between you and the Company. Your appointment shall be subject to your acceptance of the terms and conditions as mentioned herein below:

1. **Salary.**
You will be paid with a remuneration in terms of monthly/Annual Cost to the Company as detailed in the Annexure, and the same is subjected to periodical reviews and revisions.

2. **Rules and Regulations.**
Your services are governed by the Service Conditions, Rules and Regulations, as applicable to your cadre of the Company.

3. **Service Contract.**
You will be on probation for a minimum period of (6) Six Months. You will be confirmed on completion of Six Months subject to your satisfactory performance. After confirmation, your services are terminable by giving two months' notice or two month's gross salary in lieu thereof on either side.

4. **General.**

4.1 During the course of your employment, you will perform yourself efficiently, honestly, faithfully and to the best of your ability, and shall devote your whole time and attention to promote the interests of the Company and generally carry out duties and work as assigned to you from time to time and shall obey and comply with all the lawful orders and directions given to you by the officers of the Company.

4.2 You shall work for 48 (forty-eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the statutory provisions. Your actual work timings and/or shifts may vary from time to time based on business and customer service requirements. You acknowledge and agree that you are exempted from and not entitled to receive overtime payment if you work in excess of the normal working hours of the Company.

5. **Place of Posting and Transfer.**
Your posting at present is at our Transcend Street India Pvt. Ltd., Hyderabad. During your employment with this Company, you are liable to be posted or transferred / attached to any of our Associate Companies or to any of the offices / subsidiaries /units associate offices of the Company to any town or city in India or abroad, at the sole discretion of the Management.

6. **Moral Responsibility and Honesty.**
You are expected to deal with Company's money, material and documents with utmost honesty and professional integrity. Your service shall be dispensed with at any time, without any prior notice, if you are found guilty of gross indiscipline, fraud, misappropriation or acting against the interests of the Company, or any act of misconduct.

7. **Code of Conduct.**

7.1 During the term of the employment and the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the Company or its officials or management imputing

Ashish Ranjan 01.03.2021

Transcend Street India Private Limited

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CIN: U72900TG2017FTC119914
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www.transcendstreet.com

or intending to cause annoyance,inconvenience,insult,injury, criminal intimidation, enmity, hatred or ill will.

7.2 You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

7.3 You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

7.4 You shall not indulge in any act that may cause harm to the reputation and goodwill of the Company or its officials or management.

7.5 You shall not defame or attempt to defame the Company, its officials or management by words either spoken or written including social media.

7.6 You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and willful neglect. You shall also strictly abstain from involving yourself in dealing with Company's money, material and documents in any dishonest and/or unethical manner.

7.7 You agree, undertake and acknowledge that you will follow all the terms of the Company's policies and code of conduct at all times.

7.8 In case of any violation of Company's policies (including but not limited to the above terms), the Company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

8 **Soliciting other Employees**:
During the period of your employment, you shall not work directly or indirectly for any other person, firm, Company either full time or part time or whether with or without remuneration nor will you engage yourself or be interested directly in any trade or business, either as employer or employee or partner or adviser or in any other capacity, without the prior written consent of the Company, which may be granted or withheld in the Company's sole and absolute discretion.

9. **Exams and Courses**:
In case you intend to appear for some examinations or wish to attend some classes, improve your qualification and skills, you are required to obtain written permission from HR and Administration Dept., giving full details including time frame involved. You may be permitted to pursue such course as long as it will not in any way affect your duties and responsibilities as assigned by this Company.

10. **Invention and Discoveries.**
You acknowledge and agree that beginning with the first date of employment with the Company and continuing through the term of your employment, you may create, design and develop work for the Company (**"Work"**) and that all such Work that is reduced to fixed form or otherwise capable of copyright, patent, trademark, including technology thereof, will be deemed to be "work made for hire" and will be the sole and exclusive property of the Company's parent company, Transcend Street Solutions, Inc. (**"Parent Company"**). While employed with us, you will promptly disclose to us and also assign all of your right, title and interest in your inventions, improvements or discoveries made or conceived by you, including, without limitation, any and all copyrights, patents, trademarks, technology and any other know-how, inventions, design rights, mask work rights, exhibition rights, registration rights and other proprietary rights thereto, and any and all renewals thereof, either alone or jointly with others, which arises out of any proceedings relating to such invention, improvement or discovery and in obtaining domestic and foreign patent or other protection covering the same. You will execute and deliver such documents as the Company's Parent Company may request in order to evidence the Parent Company's ownership of the Work, and to register or perfect the Parent Company's ownership of the Work.

11. **Medical Fitness.**
You are required to maintain yourself in a sound state of medical / physical / mental fitness and ensure regular medical check-ups. Any neglect on your part in maintaining good health may render you unfit for the service, in which case, your services are liable to be terminated, notwithstanding any other conditions mentioned in this letter or otherwise.

Ashish Ranjan
01.03.2021

Transcend Street India Private Limited

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12. **Secrecy.**
You will not give anyone, by word of mouth, or in writing, facsimile or through any device any particulars or details, which you gain access during the course of your employment of our working systems, technical know-how, security arrangements, finance administrative and/or organizational matters of our establishment and our clients, whether confidential or otherwise, either during your employment with Company or afterwards.

13. **Non-Compete and Non Solicitation.**

13.1 You shall not at any time during or for a period of One (1) Year after the separation / termination of your employment with the Company for any reason whatsoever by yourself, commence, operate, work in any organization, directly or indirectly, individually or in combination or association with any other person or entity which is either business partner, OEM, customer, officer, director, employee, shareholder, member, joint venture, sole proprietor, agent, independent contractor, consultant, advisor or otherwise, whether or not for pecuniary benefit, engage in or own (in whole or in part), manage, loan money to, and / or direct competitor of the Company in relation to products, technology or services handled by you. You shall not, for a period of 2 years from date of leaving the Company, solicit Company's customers or clients for business handled by you during your tenure with the Company nor shall you solicit / hire directly / indirectly, any of the Company's employees, independent contractor or agent.

13.2 In the event of any breach to the terms and conditions of this Agreement, by you also give consent to the Company for recovery or liquidated damages equivalent to 12 months Gross Salary last drawn by the employee.

14. **Non-Disclosure.**
The Agreement has been added as a separate annexure along with this appointment letter. Acceptance of this appointment contract entails the acceptance of terms and conditions of this Agreement.

15. **Term and Termination.**

15.1 You may, or we may terminate your employment with the Company for any reason by giving 60 days' notice in writing to the other party.

15.2 Notwithstanding the foregoing, the Company may terminate you without notice for willful misconduct or gross negligence in the performance of your duties, fraudulent, dishonest or other improper conduct engaged in by you that causes, or in the sole discretion of the Company has the potential to cause, harm to the Company or its parents or affiliates or its or their business or reputation, or the business unit in which you are employed or its business or reputation including, without limitation, your violation of any policies of the Company applicable to you, your violation of laws, rules or regulations applicable to you, criminal activity, habitual drunkenness or use of illegal drugs; or a material breach by you of this agreement including engaging in competitive activity in violation of any applicable contract, agreement or policy; or a failure by you to give notice of a resignation as required by applicable contract, agreement or policy or on performance ground in the opinion of the Company.

15.3 Notwithstanding the forgoing, during the probation period, or any extension thereof, your employment with the Company may be terminated at any time by either party giving the other party thirty (30) calendar days' notice without assigning any reasons whatsoever.

15.4 During any notice period (whether you or the Company has given notice) you will, pending the termination of your employment with the Company, continue to be an employee subject to your fiduciary duties and other obligations as an employee of the Company, you will assist the Company in the transition of your responsibilities and will be entitled to continue receive salary and to participate in all benefit plans for which you are enrolled at the date of your termination. In no event, however, may you perform services for any other person, firm, corporation or employer during the notice period.

15.5 In the event of your unfortunate demise or you become disabled (whether of a temporary or permanent nature, such as to incapacitate you from performing the work) during the Term, this Agreement will terminate upon your death or disability; provided, however, that the Company will remit to your legal heirs any unpaid Salary.

15.6 Your services shall be deemed to be terminated on attaining the age of sixty (60) years.

15.7 Notwithstanding anything contained herein, your services shall terminate on the commencement of the winding up (other than for the purpose of effecting a change in the name of the Company or on

Ashish Ranjan
01.03.2021

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reconstruction) whether voluntarily or otherwise of the Company or in the event of the Company ceasing to carry on business.

15.8 If you are offered and you accept any specialized training whether in India or abroad, you will be required to commit to serve the Company for a minimum period of 12 months (and possibly more). You will have to enter into a Service Agreement, as per the Company's policy on Training, supported with a Guarantee in the form and manner decided by the Company. You are under no obligation to accept any training requiring a commitment to serve on your part. But once accepted by you, you need to recognize it as a binding contract.

15.9 You shall also promptly notify us any changes of your residence / telephone numbers / changes in family etc

16. **Voluntary Abandonment.**

In the event you fail to report to duty for more than eight (8) consecutive days without prior sanction of leave from your superior, it is construed that you have voluntarily abandoned the services of the Company and your employment shall automatically come to an end without any notice of termination nor shall you be entitled for any compensation in lieu of notice period if applicable.

17. **Responsibility.**

17.1 Initially you will be functioning from our Transcend Street India Pvt. Ltd., Hyderabad and will be functionally reporting to **Chandrasekhar Ongole** or any person nominated by him and will be taking up periodical assignments from him.

17.2 Please note that, the terms and conditions of your service contract as stipulated here-fore-to or to be intimated hereafter, are to be treated as strictly confidential and you should not disclose / divulge its contents to any employee of the Company / person connected with the Company.

17.3 The terms and conditions given above are only a few selected ones and not a complete description of all organizational policies and rules, for which, you are required to go through various Policies Operating Procedures as amended from time to time.

18. **Background checks.**

You are required to submit your birth certificate, relieving letter from your previous employer (if any), copy of PAN Card, proof of educational qualifications, and permanent address proof. Background checks (Criminal, Education, Employment & Reference checks) are conducted for all employees. If the information provided by you is false or misrepresented, the Company would take appropriate action at its sole discretion which may lead to termination of employment.

19. **Anti-disparagement.**

You agree that you will not, under any circumstances, intentionally and maliciously, disparage, criticize or denigrate the talents, skills, products, prospects, abilities, services, integrity, or character of the Company, the owners of the Company, or the senior management of the Company in a manner that causes, in the sole and absolute discretion of the board, material harm to those Persons (defined below). You further agree that you will not, directly or indirectly, at any time after the date hereof, contact any past, present or prospective investor, lender, customer, supplier, employee, agent or representative of the Company with the intent, purpose or effect of intentionally and maliciously injuring the reputation of the Company. You also agree that you shall not encourage another Person to undertake such activities on your behalf or permit another through disclosure of information to that party to circumvent the foregoing prohibitions. "**Person**" means any natural person, limited company, partnership, company, corporation, association, trust or other legal entity.

20 **Indemnity.**

20.1 You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, *mala fide* acts, negligence and gross dereliction of duties on your part.

20.2 Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

21 **Survival.**

All of your covenants, agreements and obligations contained in 10 (*Invention & discoveries*), 13 (*Non-Compete and Non-solicitation*), Sections 14 (*Non-Disclosure*), 19 (*Anti-disparagement*), 20 (*Indemnity*) and 22

O.venkat

Ashish Ranjan
01.03.2021

Transcend Street India Private Limited

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(Injunctive Relief) will be revived continuously during the Term, and will survive the termination of this Agreement for any reason whatsoever and shall not in any way be modified, altered or otherwise affected by the termination.

22 **Injunctive Relief.** You hereby agree that the restrictions of this Agreement are reasonable in both scope and duration and that it is impossible to measure in money the damages which will be sustained by the Company, its successors or assigns in the event of the breach or threatened breach of any such covenants, agreements and obligations set forth in Sections 10, 13, 14, 19, 21 of this Agreement. Accordingly, you agree that if you breach or default in the full performance of any of your covenants, agreements and obligations set forth in the said Sections of this Agreement, then, in addition to any and all other rights and remedies available to the Company, at law, in equity or otherwise, the Company will be entitled to the entry of injunctive relief, including, without limitation, the entry of an order of specific performance, a temporary restraining order, preliminary and permanent injunction. No failure or delay by the Company in exercising any right, power or privilege, partial or otherwise, shall operate as a waiver thereof.

23 **Communications.**

a. Any and all notices, waivers or other communications required or desired to be given in connection with this Agreement shall be given in writing and will be deemed effective upon personal delivery, the next business day after delivery via a reputable overnight courier, instantly when sent by email to the respective email address, or on receipt of acknowledgement if sent by registered post with acknowledgement due, and addressed to the following:

If to the Company:	If to You, then to:
Attention:	Address:
Address:	Email:
Email:	Fax:
Fax:	

b. Any party mentioned above may change any particulars of its address, e-mail or Fax no. for the purpose of this Section, by giving a written notice to the other party in the manner aforesaid.

24 **Compliance with Company's Policies.** You shall, at all times, comply with the Company's policies, procedures & service regulations which are available online on the intranet. Any violation would entail necessary departmental & legal action.

25 **Governing Law; Jurisdiction.** This Agreement will be governed by, construed in accordance with and interpreted under the laws of India. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction courts at Hyderabad.

26 **Severability.** If any provision contained herein is held to be invalid or unenforceable by a court of competent jurisdiction, then such court will modify such invalid or unenforceable provision so as to be valid and enforceable as a matter of law and such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law. If it is not possible to so modify such provision, that provision will be severed here from and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect.

This letter is being issued to you in duplicate, a copy of which may please be signed and sent back to us in token of your un-conditional acceptance.

For For Transcend Street India Private Limited

CHANDRASEKHAR ONGOLE
DIRECTOR

Director

TRANSCEND STREET INDIA PRIVATE LIMITED HYDERABAD

Accepted

Ashish Ranjan

Signature & Date

01.03.2021

Confidential

transcend

ANNEXURE

Name: Ashish Ranjan

PAN No: CFKPR1645P

Particulars	Salary Per Month	Salary Per Annum
Basic Salary	37,500	4,50,000
House Rent Allowance	18,750	2,25,000
Other Allowances	18,750	2,25,000
Leave Encashment	-	-
Reimbursement of relocation charges	-	-
Gross Salary(A)	**75,000**	**9,00,000**
Group Medical Insurance Policy		12,500
PF Employer Contribution	1800	21,600
Bonus		50,000
Other Benefits Total(B)		84,100
CTC(A+B)		9,84,100

1)A Bonus of 50,000 will be paid in Jan 2022

Deductions:

1) **PF Employer & Employee Contribution Rs. 3,600 Per Month**
2) **Professional Tax Rs.200/- Per Month**
3) **TDS Subject to Tax Savings Declaration**

Ashish Ranjan
01.03.2021

CC TO: Accounts Department

Encl: Annexure

Confidential

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Fwd: IBS list of final candidates

1 message

sai saketh yenamachintala <saisaketh.249@gmail.com> Sat, Apr 17, 2021 at 12:19 PM
To: Praveen Ch <praveench@ibsindia.org>

---------- Forwarded message ---------
From: **Ghanshyam Agarwal** <ghanshyam@reddintelligence.com>
Date: Thu, Feb 4, 2021 at 3:29 PM
Subject: IBS list of final candidates
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>, saisaketh.249@gmail.com <saisaketh.249@gmail.com>

Thanks team for arranging the interviews with the candidates, all of the candidates we met over the last two weeks were outstanding . We are pleased to make an offer to the 5 candidates listed below .

Their joining date will be 1st March 2021.

Their annual compensation will be INR 600,000 (INR 6 lacs p.a) There will also be a variable annual discretionary bonus announced annually.

19BSPHH01C0235	AVINASH RAJENDRA
19BSPHH01C1686	Ravipati Swetha
19BSPHH01C0112	AMIT GARG
19BSPHH01C0818	Prateek Singhal
19BSPHH01C1137	Shreya Tiwari

Regards

GD

Ghanshyam “GD” Agarwal

Head of Asia Data Aggregation

Office: +65 6805-8974

Mobile: +65 9725 4032

gd@reddintelligence.com

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BFS013310−3113460

Private & Confidential **Genpact Proprietary**

Date: March 11, 2021
Dear: Abhay Malhotra

Sub: Appointment Letter

We are pleased to offer you an appointment with Genpact India Pvt. Ltd. ("Company") as a **Business Analyst** under the following terms and conditions:

1. Your Cost to the Company (CTC) will be **INR 600,000.00/−** per annum. The components of your salary are provided in Annexure II and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure II, you shall also be entitled to the following benefits as per applicable Company Policies and rules during your tenure with the Company.

- Genpact pays bonus to all its employees based on performance/ productivity in lieu of profit based bonus under the Payment of Bonus Act, 1965 ("PBA"), if applicable. Your bonus entitlement during an accounting year may comprise of different categories of bonus payouts, including annual performance bonus ("APB"), variable incentive payout ("VIC") (if applicable) and other bonus payouts (if any) as communicated to you by the Company from time to time and based on parameters that Genpact will determine. In the event the PBA is applicable to you, then by accepting this offer of employment you acknowledge that this letter constitutes an agreement between you and Genpact under Section 31A of the PBA.
- Medical insurance covering hospitalization expenses of up to **INR 100,000.00/−** each for you and up to three of your dependents defined as per Company medical insurance scheme. Only spouse and children can be covered as dependents.
- Personal Accident Insurance of up to **INR 2,000,000.00/−** for Permanent / Temporary Disabled.
- Group Term Life Insurance cover of **INR 2000000/−**
- Additional Life Insurance Cover of **INR 60,100.00/−** as part of Employee Deposit linked Insurance (EDLI) Scheme.

2. You will also be reimbursed business related expenses incurred in accordance with the relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties, and will be conveyed to you at the time of accepting this assignment.

3. Your initial place of work will be **India>Hyderabad>Hyderabad Gachibowli SEZ 2 − Office.** However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where Genpact conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

4. The Company will be working 7 days a week, twenty−four hours a day. You will be expected to attend office − except while travelling on business as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations and Company policies.

5. You shall be required to provide documents and information as set forth under Annexure I of this letter.

6. You will be entitled to 25(twenty−five) working days leave per annum subject to prior approval by the Company. Accumulation / carry−forward of leave will be governed as per the existing Company policy on the subject.

7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for three months. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

9. The Company reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

10. Absence for a continuous period of eight days without prior approval of your supervisors (including overstay of leave/ training) can lead to your services being terminated without notice. In such an eventuality, the Company reserves the right to recover from you all expenses incurred with regard to any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

11. You will automatically retire on attaining the age of 60 years.

12. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval from the Company.
- You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system
- Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 9.

- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests to Genpact whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the Company.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per the Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice period.

14. Upon separation from the Company on account of either resignation or termination or for any other reason, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per the company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Hyderabad**.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies without any prior notice.

19. **Non−Compete, Non−Solicitation and Other Activities**. I represent that during the term of my relationship with the Company, I will not, without the Company's express written consent, engage in any employment, consulting, contracting or other business activity other than for the Company or for the Company Clients on behalf of the Company, as directed by the Company. I also represent that during the term of my relationship with the Company and for twelve (12) months after the date of termination of my relationship by the Company for any reason, I will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to terminate their relationship with the Company either for myself or for any other person or entity; (ii) solicit the business of any client or customer of the Company or Company Clients (other than on behalf and for the benefit of the Company or Company Clients); or solicit or approach any existing client or customer of the Company for a job/ role either as an employee or as an independent consultant and/or (iii) otherwise interfere with or disrupt any business relationship of the Company or Company Clients.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effective **April 2, 2021**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with us.

For Genpact India Pvt. Ltd.

Ramit Tyagi

Assistant Vice President−HR

Accepted and Agreed

_____

Abhay Malhotra

Genpact India Private Limited
(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park, Shastri Park, GT Road, Delhi, India 110053

Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
2. If already a member of a provident fund (PF) scheme with previous employer, then;
   a. Employer's name
   b. Provident Fund account number from your previous employer
   c. Universal account number provided by your previous employer
   d. Employee Pension number provided by your previous employer

   OR

   e. Date of joining & leaving from previous employer
   f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
3. Below mentioned KYC (Know Your Customer) Documents
   a. Copy of PAN
   b. Copy of Aadhaar Card.
   c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
   a. 3 Post card size (4X7) photographs of yourself

   Or

   b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.

*Please check the company policy for the applicable limit

5. 4 recent Passport size Photograph
   a. One for Genpact ID card
   b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
   c. Two for PAN card application if you do not have one

ANNEXURE − II

COMPENSATION DETAILS

NAME	**Abhay Malhotra**	
BAND	**4A**	
DESIGNATION	**Business Analyst**	
LOCATION	**India>Hyderabad>Hyderabad Gachibowli SEZ 2 − Office**	
COMPONENTS	**AMOUNT (PER ANNUM)**	
BASIC PAY	INR 255,000.00	
EMPLOYER CONTRIBUTION TO PF	INR 30,600.00	
CONVEYANCE	INR 60,000.00	
HOUSING RENT ALLOWANCE	INR 153,000.00	
ADDITIONAL ALLOWANCE	INR 101,400.00	
FIXED PAY	**INR 600,000.00**	
ANNUAL PERFORMANCE BONUS*(APB)	**Exceed Expectations** INR 85,000.00	**Meet Expectations** INR 50,000.00
Total Earning Potential	**INR 685,000.00**	**INR 650,000.00**
GRATUITY	Inr13,000.00	

- The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB).An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January − December) and the same will be prorated based on the date of joining. For DOJ post 31 August, bonus payout is processed with the next bonus cycle for the entire period.
- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Genpact reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy, and will be subject to change.

For Genpact India Pvt. Ltd.

Ramit Tyagi
Assistant Vice President−HR

Accepted and Agreed

_____
Abhay Malhotra

Genpact India Private Limited

(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park,
Shastri Park, GT Road, Delhi, India 110053

BFS013310−3315212

Private & Confidential **Genpact Proprietary**

Date: March 11, 2021
Dear: Diya NA

Sub: Appointment Letter

We are pleased to offer you an appointment with Genpact India Pvt. Ltd. ("Company") as a **Business Analyst** under the following terms and conditions:

1. Your Cost to the Company (CTC) will be **INR 600,000.00/−** per annum. The components of your salary are provided in Annexure II and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure II, you shall also be entitled to the following benefits as per applicable Company Policies and rules during your tenure with the Company.

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- Medical insurance covering hospitalization expenses of up to **INR 100,000.00/−** each for you and up to three of your dependents defined as per Company medical insurance scheme. Only spouse and children can be covered as dependents.
- Personal Accident Insurance of up to **INR 2,000,000.00/−** for Permanent / Temporary Disabled.
- Group Term Life Insurance cover of **INR 2000000/−**
- Additional Life Insurance Cover of **INR 60,100.00/−** as part of Employee Deposit linked Insurance (EDLI) Scheme.

2. You will also be reimbursed business related expenses incurred in accordance with the relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties, and will be conveyed to you at the time of accepting this assignment.

3. Your initial place of work will be **India>Hyderabad>Hyderabad Gachibowli SEZ 2 − Office.** However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where Genpact conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

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5. You shall be required to provide documents and information as set forth under Annexure I of this letter.

6. You will be entitled to 25(twenty−five) working days leave per annum subject to prior approval by the Company. Accumulation / carry−forward of leave will be governed as per the existing Company policy on the subject.

7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for three months. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

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11. You will automatically retire on attaining the age of 60 years.

12. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval from the Company.
- You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system
- Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 9.

- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests to Genpact whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the Company.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per the Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice period.

14. Upon separation from the Company on account of either resignation or termination or for any other reason, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per the company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Hyderabad**.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies without any prior notice.

19. **Non−Compete, Non−Solicitation and Other Activities**. I represent that during the term of my relationship with the Company, I will not, without the Company's express written consent, engage in any employment, consulting, contracting or other business activity other than for the Company or for the Company Clients on behalf of the Company, as directed by the Company. I also represent that during the term of my relationship with the Company and for twelve (12) months after the date of termination of my relationship by the Company for any reason, I will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to terminate their relationship with the Company either for myself or for any other person or entity; (ii) solicit the business of any client or customer of the Company or Company Clients (other than on behalf and for the benefit of the Company or Company Clients); or solicit or approach any existing client or customer of the Company for a job/ role either as an employee or as an independent consultant and/or (iii) otherwise interfere with or disrupt any business relationship of the Company or Company Clients.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effective **April 14, 2021**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with us.

For Genpact India Pvt. Ltd.

Ramit Tyagi

Assistant Vice President−HR

Accepted and Agreed

_____

Diya NA

Genpact India Private Limited
(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park, Shastri Park, GT Road, Delhi, India 110053

Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
2. If already a member of a provident fund (PF) scheme with previous employer, then;
   a. Employer's name
   b. Provident Fund account number from your previous employer
   c. Universal account number provided by your previous employer
   d. Employee Pension number provided by your previous employer

   OR

   e. Date of joining & leaving from previous employer
   f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
3. Below mentioned KYC (Know Your Customer) Documents
   a. Copy of PAN
   b. Copy of Aadhaar Card.
   c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
   a. 3 Post card size (4X7) photographs of yourself

   Or

   b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.

*Please check the company policy for the applicable limit

5. 4 recent Passport size Photograph
   a. One for Genpact ID card
   b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
   c. Two for PAN card application if you do not have one

genpact
Transformation Happens Here

ANNEXURE − II

COMPENSATION DETAILS

NAME	**Diya NA**	
BAND	**4A**	
DESIGNATION	**Business Analyst**	
LOCATION	**India>Hyderabad>Hyderabad Gachibowli SEZ 2 − Office**	
COMPONENTS	**AMOUNT (PER ANNUM)**	
BASIC PAY	INR 255,000.00	
EMPLOYER CONTRIBUTION TO PF	INR 30,600.00	
CONVEYANCE	INR 60,000.00	
HOUSING RENT ALLOWANCE	INR 153,000.00	
ADDITIONAL ALLOWANCE	INR 101,400.00	
FIXED PAY	**INR 600,000.00**	
ANNUAL PERFORMANCE BONUS*(APB)	**Exceed Expectations** INR 85,000.00	**Meet Expectations** INR 50,000.00
Total Earning Potential	**INR 685,000.00**	**INR 650,000.00**
GRATUITY	Inr13,000.00	

- The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB).An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January − December) and the same will be prorated based on the date of joining. For DOJ post 31 August, bonus payout is processed with the next bonus cycle for the entire period.
- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Genpact reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy, and will be subject to change.

For Genpact India Pvt. Ltd.

Ramit Tyagi
Assistant Vice President−HR

Accepted and Agreed

_____
Diya NA

(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park,
Shastri Park, GT Road, Delhi, India 110053

BFS013310−3315194

Private & Confidential **Genpact Proprietary**

Date: March 11, 2021
Dear: Rashi Jain

Sub: Appointment Letter

We are pleased to offer you an appointment with Genpact India Pvt. Ltd. ("Company") as a **Business Analyst** under the following terms and conditions:

1. Your Cost to the Company (CTC) will be **INR 600,000.00/−** per annum. The components of your salary are provided in Annexure II and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure II, you shall also be entitled to the following benefits as per applicable Company Policies and rules during your tenure with the Company.

- Genpact pays bonus to all its employees based on performance/ productivity in lieu of profit based bonus under the Payment of Bonus Act, 1965 ("PBA"), if applicable. Your bonus entitlement during an accounting year may comprise of different categories of bonus payouts, including annual performance bonus ("APB"), variable incentive payout ("VIC") (if applicable) and other bonus payouts (if any) as communicated to you by the Company from time to time and based on parameters that Genpact will determine. In the event the PBA is applicable to you, then by accepting this offer of employment you acknowledge that this letter constitutes an agreement between you and Genpact under Section 31A of the PBA.
- Medical insurance covering hospitalization expenses of up to **INR 100,000.00/−** each for you and up to three of your dependents defined as per Company medical insurance scheme. Only spouse and children can be covered as dependents.
- Personal Accident Insurance of up to **INR 2,000,000.00/−** for Permanent / Temporary Disabled.
- Group Term Life Insurance cover of **INR 2000000/−**
- Additional Life Insurance Cover of **INR 60,100.00/−** as part of Employee Deposit linked Insurance (EDLI) Scheme.

2. You will also be reimbursed business related expenses incurred in accordance with the relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties, and will be conveyed to you at the time of accepting this assignment.

3. Your initial place of work will be **India>Hyderabad>Hyderabad Gachibowli SEZ 2 − Office.** However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where Genpact conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

4. The Company will be working 7 days a week, twenty−four hours a day. You will be expected to attend office − except while travelling on business as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations and Company policies.

5. You shall be required to provide documents and information as set forth under Annexure I of this letter.

6. You will be entitled to 25(twenty−five) working days leave per annum subject to prior approval by the Company. Accumulation / carry−forward of leave will be governed as per the existing Company policy on the subject.

7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for three months. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

9. The Company reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

10. Absence for a continuous period of eight days without prior approval of your supervisors (including overstay of leave/ training) can lead to your services being terminated without notice. In such an eventuality, the Company reserves the right to recover from you all expenses incurred with regard to any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

11. You will automatically retire on attaining the age of 60 years.

12. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval from the Company.
- You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system
- Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 9.

- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests to Genpact whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the Company.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per the Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice period.

14. Upon separation from the Company on account of either resignation or termination or for any other reason, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per the company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Hyderabad**.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies without any prior notice.

19. **Non−Compete, Non−Solicitation and Other Activities**. I represent that during the term of my relationship with the Company, I will not, without the Company's express written consent, engage in any employment, consulting, contracting or other business activity other than for the Company or for the Company Clients on behalf of the Company, as directed by the Company. I also represent that during the term of my relationship with the Company and for twelve (12) months after the date of termination of my relationship by the Company for any reason, I will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to terminate their relationship with the Company either for myself or for any other person or entity; (ii) solicit the business of any client or customer of the Company or Company Clients (other than on behalf and for the benefit of the Company or Company Clients); or solicit or approach any existing client or customer of the Company for a job/ role either as an employee or as an independent consultant and/or (iii) otherwise interfere with or disrupt any business relationship of the Company or Company Clients.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effective **April 14, 2021**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with us.

For Genpact India Pvt. Ltd.

Ramit Tyagi

Assistant Vice President−HR

Accepted and Agreed

Rashi Jain

Genpact India Private Limited
(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park, Shastri Park, GT Road, Delhi, India 110053

Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
2. If already a member of a provident fund (PF) scheme with previous employer, then;
   a. Employer's name
   b. Provident Fund account number from your previous employer
   c. Universal account number provided by your previous employer
   d. Employee Pension number provided by your previous employer

   OR

   e. Date of joining & leaving from previous employer
   f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
3. Below mentioned KYC (Know Your Customer) Documents
   a. Copy of PAN
   b. Copy of Aadhaar Card.
   c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
   a. 3 Post card size (4X7) photographs of yourself

   Or

   b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.

*Please check the company policy for the applicable limit

5. 4 recent Passport size Photograph
   a. One for Genpact ID card
   b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
   c. Two for PAN card application if you do not have one

ANNEXURE − II

COMPENSATION DETAILS

NAME	**Rashi Jain**	
BAND	**4A**	
DESIGNATION	**Business Analyst**	
LOCATION	**India>Hyderabad>Hyderabad Gachibowli SEZ 2 − Office**	
COMPONENTS	**AMOUNT (PER ANNUM)**	
BASIC PAY	INR 255,000.00	
EMPLOYER CONTRIBUTION TO PF	INR 30,600.00	
CONVEYANCE	INR 60,000.00	
HOUSING RENT ALLOWANCE	INR 153,000.00	
ADDITIONAL ALLOWANCE	INR 101,400.00	
FIXED PAY	**INR 600,000.00**	
ANNUAL PERFORMANCE BONUS*(APB)	**Exceed Expectations** INR 85,000.00	**Meet Expectations** INR 50,000.00
Total Earning Potential	**INR 685,000.00**	**INR 650,000.00**
GRATUITY	Inr13,000.00	

- The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB).An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January − December) and the same will be prorated based on the date of joining. For DOJ post 31 August, bonus payout is processed with the next bonus cycle for the entire period.
- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Genpact reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy, and will be subject to change.

For Genpact India Pvt. Ltd.

Ramit Tyagi
Assistant Vice President−HR

Accepted and Agreed

Rashi Jain

(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park,
Shastri Park, GT Road, Delhi, India 110053

BFS014883−3716903

Private & Confidential **Genpact Proprietary**

Date: June 2, 2021
Dear: Somya Garg

Sub: Appointment Letter

We are pleased to offer you an appointment with Genpact India Pvt. Ltd. ("Company") as a **Business Analyst** under the following terms and conditions:

1. Your Cost to the Company (CTC) will be **INR 600,000.00/−** per annum. The components of your salary are provided in Annexure II and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure II, you shall also be entitled to the following benefits as per applicable Company Policies and rules during your tenure with the Company.

- Genpact pays bonus to all its employees based on performance/ productivity in lieu of profit based bonus under the Payment of Bonus Act, 1965 ("PBA"), if applicable. Your bonus entitlement during an accounting year may comprise of different categories of bonus payouts, including annual performance bonus ("APB"), variable incentive payout ("VIC") (if applicable) and other bonus payouts (if any) as communicated to you by the Company from time to time and based on parameters that Genpact will determine. In the event the PBA is applicable to you, then by accepting this offer of employment you acknowledge that this letter constitutes an agreement between you and Genpact under Section 31A of the PBA.
- Medical insurance covering hospitalization expenses of up to **INR 100,000.00/−** each for you and up to three of your dependents defined as per Company medical insurance scheme. Only spouse and children can be covered as dependents.
- Personal Accident Insurance of up to **INR 2,000,000.00/−** for Permanent / Temporary Disabled.
- Group Term Life Insurance cover of **INR 20,00,000/−**
- Additional Life Insurance Cover of **INR 60,100.00/−** as part of Employee Deposit linked Insurance (EDLI) Scheme.

2. You will also be reimbursed business related expenses incurred in accordance with the relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties, and will be conveyed to you at the time of accepting this assignment.

3. Your initial place of work will be **India>Hyderabad.** However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where Genpact conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

4. The Company will be working 7 days a week, twenty−four hours a day. You will be expected to attend office − except while travelling on business as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations and Company policies.

5. You shall be required to provide documents and information as set forth under Annexure I of this letter.

6. You will be entitled to 25(twenty−five) working days leave per annum subject to prior approval by the Company. Accumulation / carry−forward of leave will be governed as per the existing Company policy on the subject.

7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for three months. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

9. The Company reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

10. Absence for a continuous period of eight days without prior approval of your supervisors (including overstay of leave/ training) can lead to your services being terminated without notice. In such an eventuality, the Company reserves the right to recover from you all expenses incurred with regard to any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

11. You will automatically retire on attaining the age of 60 years.

12. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval from the Company.
- You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system
- Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 9.

- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests to Genpact whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the Company.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per the Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice period.

14. Upon separation from the Company on account of either resignation or termination or for any other reason, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per the company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Hyderabad**.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies without any prior notice.

19. **Non−Compete, Non−Solicitation and Other Activities**. I represent that during the term of my relationship with the Company, I will not, without the Company's express written consent, engage in any employment, consulting, contracting or other business activity other than for the Company or for the Company Clients on behalf of the Company, as directed by the Company. I also represent that during the term of my relationship with the Company and for twelve (12) months after the date of termination of my relationship by the Company for any reason, I will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to terminate their relationship with the Company either for myself or for any other person or entity; (ii) solicit the business of any client or customer of the Company or Company Clients (other than on behalf and for the benefit of the Company or Company Clients); or solicit or approach any existing client or customer of the Company for a job/ role either as an employee or as an independent consultant and/or (iii) otherwise interfere with or disrupt any business relationship of the Company or Company Clients.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effective **July 2, 2021**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with us.

For Genpact India Pvt. Ltd.

Ramit Tyagi

Assistant Vice President−HR

Accepted and Agreed

_____

Somya Garg

Genpact India Private Limited
(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park, Shastri Park, GT Road, Delhi, India 110053

Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
2. If already a member of a provident fund (PF) scheme with previous employer, then;
   a. Employer's name
   b. Provident Fund account number from your previous employer
   c. Universal account number provided by your previous employer
   d. Employee Pension number provided by your previous employer

   OR

   e. Date of joining & leaving from previous employer
   f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
3. Below mentioned KYC (Know Your Customer) Documents
   a. Copy of PAN
   b. Copy of Aadhaar Card.
   c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
   a. 3 Post card size (4X7) photographs of yourself

   Or

   b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.

*Please check the company policy for the applicable limit

5. 4 recent Passport size Photograph
   a. One for Genpact ID card
   b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
   c. Two for PAN card application if you do not have one

ANNEXURE − II

COMPENSATION DETAILS

NAME	**Somya Garg**	
BAND	**4A**	
DESIGNATION	**Business Analyst**	
LOCATION	**India>Hyderabad**	
COMPONENTS	**AMOUNT (PER ANNUM)**	
BASIC PAY	INR 255,000.00	
EMPLOYER CONTRIBUTION TO PF	INR 30,600.00	
CONVEYANCE	INR 60,000.00	
HOUSING RENT ALLOWANCE	INR 153,000.00	
ADDITIONAL ALLOWANCE	INR 101,400.00	
FIXED PAY	**INR 600,000.00**	
ANNUAL PERFORMANCE BONUS*(APB)	**Exceed Expectations** INR 85,000.00	**Meet Expectations** INR 50,000.00
Total Earning Potential	**INR 685,000.00**	**INR 650,000.00**
GRATUITY	Inr13,000.00	

- The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB).An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January − December) and the same will be prorated based on the date of joining. For DOJ post 31 August, bonus payout is processed with the next bonus cycle for the entire period.
- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Genpact reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy, and will be subject to change.

For Genpact India Pvt. Ltd.

Ramit Tyagi
Assistant Vice President−HR

Accepted and Agreed

Somya Garg

Genpact India Private Limited

(Formerly Known as Empower Research Knowledge Services Pvt. Ltd.)
CIN: U73100DL2005PTC307363
Regd. Off.: Delhi Information Technology Park,
Shastri Park, GT Road, Delhi, India 110053

M.Satyanarayana Goud <msngoud@ibsindia.org>

Proposal for recruitment

Rama Siddamsetty <hr@mtchyd.com> Fri, Feb 5, 2021 at 1:05 PM
To: "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Hi Sir,

Below are the candidates who got selected for the post of **SALES MANAGER.**

Saroj Choudhary
Shambhavee Jamuar
Urja Saxena

Fixed CTC is 5L and 1L would be on performanced based only.
Kindly revert for the same.

Thanks and Regards,
Rama Siddamsetty
HRD.
[Quoted text hidden]

midas touch creations LLP

Date: 10 Feb 2021

Offer Letter

Dear Miss Urja Saxena,

Midas touch is pleased to extend an offer to you for the position of '**SALES MANAGER**' on the following terms and conditions:

Your current place of employment is located at Hyderabad, Telangana, India and total compensation package **Rs. 500000/- (CTC)** shall be Indian Rupees. This includes Basic, Allowances, Statutory contributions and other benefits as governed by company policies, subject to Income Tax regulations in force from time to time.

A detailed appointment order, outlining the break-up of your salary and terms and conditions shall be issued when you join the organization.

You will be on probation for a period of three months from the date of joining. Probation period may be extended, at the sole discretion of the management.

This offer is subject to acceptance from your end, clearances of your reference check and pre-employment medical test.

Please sign and return duplicate copy of this letter in acceptance of the above. You are required to join our organization by 01 March 2021, from issue of this offer, failing which this offer stands withdrawn.

We look forward to your joining our organization.

For Midas Touch Creations LLP,

Rama Siddamsetty

Rama Siddamsetty
HRD.

Midas Touch Creations LLP Madhapur

I accept the offer and shall report for duty on or before _____

Signature of the Candidate……..

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Capgemini Chrysalis FTE Grade & CTC Finalization

Chakraborti, Pramita <pramita.chakraborti@capgemini.com> Mon, May 3, 2021 at 6:41 PM
To: "msprasad@ibsindia.org" <msprasad@ibsindia.org>
Cc: "Sangrakhyana, Sachi" <sachi.a.sangrakhyana@capgemini.com>, "Varma, Anjana" <anjana.varma@capgemini.com>

Dear Team,

Greetings from Capgemini!!

As you are aware, we had solicited documents from the Chrysalis FTE Final Selects last week for verification purpose. We have completed the verification and would like to share the final CTC and Grade for each candidate as per the documents shared by them.

We would like you to share the same with the candidates and provide a confirmation of their acceptance by **4th May, 6 PM.**

Name	Offered CTC	Offered Grade
Sathvika Nallaballe	7.5 LPA	B1 - Associate Consultant
Daniel George	7.5 LPA	B1 - Associate Consultant
Bhakti Prasad Sohoni	7.5 LPA	B1 - Associate Consultant
Akashdeep Singh Vikram Singh Bhatia	7.5 LPA	B1 - Associate Consultant
Sonia Sinha	7.5 LPA	B1 - Associate Consultant
Sachi Aggarwal	7.5 LPA	B1 - Associate Consultant
Naman Preet Kaur	7.5 LPA	B1 - Associate Consultant
Saksham	7.5 LPA	B1 - Associate Consultant
Eshan Sharma	7.5 LPA	B1 - Associate Consultant
Chaitanya Molugu	8.5 LPA	B1 - Associate Consultant

Anjali Sharma	8.5 LPA	B1 - Associate Consultant
Sonali Sahu	10.5 LPA	B2 - Consultant

Please Note: We will not consider any changes in the CTC or Grade post confirmation from the candidates**

**Subject to audit and background verification clearance.

Thanks & Regards,

Pramita Chakraborti

University Relations & Hiring | Talent Acquisition

Capgemini "India" | Pune

Mob: +91 7899424292

www.capgemini.com

To view our Candidate Privacy Notification please Click Here

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2K

CEAT Ltd.
RPG House
463 Dr. Annie Besant Road,
Worli, Mumbai 400030, India
+91 22 24930621
CIN: L25100MH1958PLC011041
www.ceat.com

Wednesday, 7 April 2021

Dear Pravallika,

Further to your application and subsequent interview with us, we are pleased to offer you the position of **Management Trainee** in **CEAT Limited**. Details of the offer are as given below:

- You shall be absorbed in the **Management Trainee** grade of **CEAT Limited.**
- Your designation shall be **Management Trainee.**
- Please find the offered salary in Annexure 1 of this letter.
- Your date of joining is Monday, 3 May 2021.
- Request your acceptance on this offer within 2 working days of receiving the offer failing which the offer will be withdrawn automatically and will stand invalid thereafter.
- Kindly note that all the contents of this offer are strictly confidential between you and CEAT Limited. In the event that is it determined that this trust & confidentiality has been breached, CEAT Limited reserves the right to take action as deemed appropriate.

Incentive Guidelines

On your deputation in a sales role, you will be eligible for Sales Collection Performance Incentive, as per applicable parameters & the prevalent scheme at the time.

The Appointment letter will be issued to you on the day of joining post submission & validation of the required joining documents.

The salary structure is attached here with (Annex-1)

CEAT Ltd.
RPG House
463 Dr. Annie Besant Road,
Worli, Mumbai 400030, India
+91 22 24930621
CIN: L25100MH1958PLC011041
www.ceat.com

Annexure 1

Name	Pravallika
Grade Offered	MT - Management Trainee
Designation Offered	Management Trainee
Function	After Market Sales

CTC Components	**Salary on joining**	
	in Rs. p.m.	**in Rs. p.a.**
Basic	15000	180000
Customized Allowance Pool (CAP) *	24146	289746
Total (A) - Total fixed Cash	39146	469746
Provident Fund	1800	21600
Gratuity as per Gratuity Act 1972	722	8664
Total (B) - Total Retirals	2522	30264
Gross Fixed Pay (A+B)	41668	500010

CEAT Ltd.
RPG House
463 Dr. Annie Besant Road,
Worli, Mumbai 400030, India
+91 22 24930621
CIN: L25100MH1958PLC011041
www.ceat.com

***Customized Allowance Pool (CAP)** - This includes Housing Rent Allowance or Company Leased Accommodation, Conveyance Allowance or Car Lease, Fuel, Driver Reimbursement (if eligible), Leave Travel Allowance, Domiciliary Medical Reimbursement & Personal Pay. All the benefits mentioned against this head have been considered on monetized basis. If an employee opts for any benefit instead of monetization, then the relevant amount would be reduced from CAP against that benefit and would be subject to perquisite taxes as applicable.

The following benefits are additional :

- Family hospitalization insurance floater coverage of 2 lakhs
- Accident Insurance coverage for employee of 6 lakhs
- Term Life Insurance coverage for employee of 15 lakhs
- Telephone reimbursement as per policy

Thank you,
On behalf of CEAT Limited,
Arjun Singh
Vice President - Human Resources

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Offer Letter

1 message

pravallika chava <pravallika136@gmail.com> Mon, Jul 26, 2021 at 12:44 PM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Cc: aastha.raja19@ibsindia.org

---------- Forwarded message ---------
From: **RPG TalentOne** <RPGTalentOne@successfactors.com>
Date: Thu, Apr 8, 2021 at 9:30 AM
Subject: Offer Letter
To: Pravallika Chava <Pravallika136@gmail.com>
Cc: Akshay <AKSHAY.SONAR@ceat.com>

Hi Pravallika,

Congratulations! We are pleased to offer you the position of Management Trainee, in the After Market Sales team of Sales & Marketing .

You could go to the below link and view your offer online:

View/Accept Offer ...

Also attached is RPG Code of Conduct. Request your acceptance on the offer letter as well as the code of conduct vide the above link.

In case there are any queries or any support required, please feel free to get in touch with recruiter by clicking on "*Email to recruiter*" option in the online offer section. .

Look forward to having you on board!

Regards

Kritika Raj

RPG_Code_of_Corporate_Governance__Ethics_Ver_2_-_2014.pdf
678K

RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

Date: 26th February 2021

P Saharsh
Email: saharsh.praveen@gmail.com
Phone: 8142170074

Dear P Saharsh,

On behalf of Regalix India Pvt. Ltd., it is my pleasure to confirm our offer of employment to you as **'Senior Sales Specialist'**, in our Hyderabad, India operation. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You made a very favorable impression with everyone you met and we are excited with the prospect of your joining our company.

We are pleased to appoint you on the following terms & conditions:

Designation	: **Senior Sales Specialist**
Cost to Company	: **INR 6,50,000/- per annum (Rupees Six Lakh Fifty Thousand Only)**
Grade & Level	: **G2 & L2**
Proposed Compensation Break Up	: **As Detailed in Annexure II**

Of your Annual CTC, INR 5,85,000 will be fixed payout and INR 65,000 will be variable. The variable amount is divided and paid quarterly, based on your Individual contribution and the Company's overall performance in the quarter. The details of your key performance indicators, contributing to your performance bonus will be conveyed to you by your reporting supervisor at the time of joining.

You are also eligible for a Transport Allowance of INR 4,000 (Rupees Four Thousand Only) per month should you not opt for company provided transport, along with the Night Shift Allowance (NSA) of INR 3,000 (Rupees Three Thousand Only) if you work in a shift between 5:00pm to 5:00am. The same will be processed basis the number of working days with your monthly salary and will be taxable.

The compensation will be subject to applicable law or the rules of the Company in force from time to time, and as may be modified by the Company in its sole discretion from time to time. The company will make such deductions as may be necessary for compliance with State / Central tax laws.

Your Initial Posting will be at **Hyderabad, India** and your shift timing will be **07:00 PM – 3:00 AM** aligned to **US** region. However, these are subject to change to any other location/office or shift timing of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time.

The terms and conditions applicable to such other places/establishments/times will be notified to you in a transfer order. In the event of your not joining duty in accordance with such transfer order within eight days of the transfer date mentioned in the transfer order, you shall be deemed to have relinquished and resigned your employment and you shall cease to be in our employment.

Your appointment will be effective from the **date of joining** which shall be on or before **8th March 2021,** failing which this appointment will stand automatically withdrawn.

Our standard policy includes annual performance appraisals and six months of probation from the date of joining the Company.

Termination and Notice Period:

Subject to the provisions contained in this offer, your services may be terminated by either party on giving '**two months'** notice.

No notice of resignation will be effective if given during a period of leave of absence from the Company and you will also not be eligible to proceed on such leave during the notice period.

This offer of employment is contingent upon the successful completion of your back-ground screening as per the norms of the organization.

In the first instance, during period the period of Probation, the termination of service may be made by either of the parties without giving any reason by giving one month notice or on payment of a sum equivalent to one month pay in lieu of notice.

Post confirmation of employment the termination of services may be made by either of the parties without assigning any reason by giving two months' notice or by paying a sum equivalent to two month's salary in lieu of notice. The company may insist that you shall serve the notice period or complete the project/assignment on hand and ensure knowledge transfer and hiring of replacement before being relieved from the services. The company may also at its sole discretion, waive the total or part of the notice period and relieve you from service.

Pay for the purpose of this clause would been basic pay per month drawn by the employee on the date of giving the notice by either of the parties.

No notice or payment in lieu thereof is necessary in the event the termination is on account of misconduct on your part including but not limited to Code of Conduct violation, breach of Zero Tolerance policy.

You will be entitled to Annual Leave in accordance with the Rules of the Company being in force at the time.

You will carry out all instructions of your superior(s) in the Company as regards your work, attendance, conduct, behavior, etc. and carry out diligently and honestly all duties that may be assigned to you by the Company from time to time notwithstanding the designation given above. Your days of work and working hours will be as per the working hours of the office, in which you are for the time being posted and can be changed at the discretion of the management of the Company.

You will retire in the normal course from the services of the Company on attaining the age of superannuation, that is on the day following your 60th Birthday.

Company however will have a right to retire you earlier from the services of the Company, any time after attaining the age of fifty five, if it is of the opinion that you are not physically or mentally fit enough to perform your assigned duties efficiently and effectively. Such early retirement may be given to you by giving a notice of three months. No extra compensation is payable to you in such an event.

Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

You shall, during your service with us, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business and service.

Information pertaining to the Company's operations shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with your previous employers, in which case you shall keep us indemnified against any breach thereof by you.

The terms set out in this letter, together with the non-disclosure agreement and the Regalix India Pvt. Ltd. Compliance and Policy Manual, will form your Contract of Employment with the Company

You will abide by the Rules and Regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment without notice or compensation thereof.

You being adjudged an insolvent or applying to be adjudged an insolvent or making a compensation or arrangement with your creditors or being found guilty by a competent court of any offence involving moral turpitude will render you liable to termination of your employment without notice or compensation thereof.

Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.

The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.

You shall inform the company of any change in your personal data within 3 working days. Any notice required to be given to you, shall be deemed to have been duly and properly given if delivered to you personally or sent to you by registered post at your address in India, as recorded with the Company.

By signing below, you confirm that you are not bound by any agreement with any previous employer or any party, which restricts in any way your prospective employment by Company (for example, any non-compete or non-competition agreement, non-disclosure or confidentiality agreement, non-solicitation agreement, etc.). Such agreements may be contained in offer letters from previous employers, stock option grants, employment agreements, independent contractor agreements, agreements for the sale of a business etc. You represent that your employment with Company and the performance of your proposed duties for Company will not violate any obligations you have to such previous employer or other party. In your work for Company, you will not disclose or make use of any information or trade secrets in violation of any agreements with or rights of any such previous employer or other party, and you will not bring to Company premises any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

In case any information furnished by you, either in your application for employment or during the selection process is found to be incorrect/false, and /or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the right to terminate your services any time without notice or compensation in lieu of notice.

It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. Kindly send the duly signed copy of the duplicate offer document to the undersigned, as a sign of your acceptance of the offer, latest by **28th February 2021;** failing which the offer shall stand withdrawn**.**

Saharsh, we take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Sincerely,

For, Regalix India Private Ltd

Shanta Sarkar

Shanta Sarkar

Director – Human Resources

I **"P Saharsh", agree** to accept employment on the above-mentioned terms and conditions. I'll report for duty on or before **8th March 2021.**

Date: Signed:

Enclosed:

1. Details of Required Documents: Annexure I
2. Salary Break-up: Annexure II

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RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

Annexure I

Please submit 2 copies each of the below mentioned documents on your date of joining:

- Semester Marks Cards for all courses pursued (full time / distance learning)
- Provisional and Original Degree Certificates issued by the University for all courses pursued (full time / distance learning)
- Proof for Date of Birth (Birth Certificate, School Leaving Certificate or Xth Standard Mark Sheet with Date of Birth)
- Relieving letter from all the Past Employers (Relieving letter from the Current Employer shall be submitted on the Date of Joining)
- Last 3 months pays
- Copy of your Passport with any valid Visa / Work permit
- PAN Card copy and Adhaar (Mandatory)
- 2 Passport size photographs

***Please note: Aadhaar No. and PAN No. has become mandatory as per new Government regulation for creation of your PF Account and UAN Number.**
Employment confirmation is subjected to submission of Aadhaar No. and PAN No.

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RAHEJA TOWERS, NO. 26-27, 5TH FLOOR,
EAST WING, M.G.ROAD,
BENGALURU – 560001, INDIA

● CIN:U72200KA2008PTC067478
● PAN:AAECR2608A

Annexure II – Salary Break-up

Salary Break Up Sheet				
Total CTC:	Rs. 6,50,000			
Variable Pay	Rs. 65,000			
Fixed Pay	Rs. 5,85,000			
Particulars		**Annual**		**Per Month**
Salary				
Basic Salary		Rs.	2,60,000	Rs. 21,667
House Rent Allowance		Rs.	1,04,000	Rs. 8,667
Special Allowance		Rs.	1,86,894	Rs. 15,575
Gross Salary (Before Deductions)		**Rs.**	**5,50,894**	**Rs. 45,908**
Employer Benefits (Part of CTC)				
PF Contribution Employer		Rs.	21,600	Rs. 1,800
Gratuity *		Rs.	12,506	Rs. 1,042
Deductions				
PF Contribution Employee		Rs.	21,600	Rs. 1,800
Profession Tax		Rs.	2,400	Rs. 200
Income tax *				
Gross Pay		**Rs.**	**5,50,894**	**Rs. 45,908**
Net Pay (Take Home)		**Rs.**	**5,26,894**	**Rs. 43,908**
CTC		**Rs.**	**6,50,000**	**Rs. 54,167**

* Net Salary is subject to declaration towards Investments & other Eligible Deductions under IT Provisions

* Variable is paid quarterly basis your performance.

* Insurance covering self, spouse and children up to Rs.5,00,000/- per annum

* Payment of gratuity will be in accordance with the provisions of the Payment of Gratuity Act.

* Any perquisites/allowance/incentive/ bonus paid above the CTC will be taxable

*****

Letter of Offer

13th February 2021
Ms. Tanya Agarwal,
Hyderabad.

Dear **Tanya Agarwal,**

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization") !

We are delighted to extend this offer of employment to you for the position of **"Associate Process Leader-Trainee".**

We request you to read this Offer letter and return the enclosed duplicate copy or scanned copy by email in as an **acknowledgement of receipt of it** and **acceptance of the same on or before 14th February 2021,** failing which this Offer stands cancelled and withdrawn. Brane reserves the right to revoke, withdraw or modify this Offer letter at any time in its sole discretion. Your date of joining should be on or before **31st March 2021** failing which this Offer stands terminated**.**

Further, on joining Brane, you will be issued an Appointment Letter containing the terms and conditions of your employment with Brane and access to the Organizational policies and guidelines**.**

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion**.** Your total C.T.C will be **Rs. 7,00,000/-** and the monthly emoluments before deductions will be **Rs. 55,411/-**The detailed break up of emoluments and operational details are provided under Annexure-A.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Offer letter, there is any change in the Organizational or corporate set up of Brane, and if it is decided by Brane, then Your Appointment Letter may be issued in the name of any other group Company of Brane referencing this Offer and it shall not be any surprise for you.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement" of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime

commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them would result in disciplinary and legal actions as may be necessary and required.

You will be on probation for a period of six (6) months starting from Your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for another month(s). You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or your conduct and performance are found unsatisfactory or if they fall short of Brane's expectation then either during initial probationary period or during extended probation period your services are liable to be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you.

Your employment with the Organization can be terminated by either party:

a) during probation, you may terminate by giving Ninety (90) days prior written notice. Company may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.
b) after confirmation of employment, you may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate. Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.
c) Notwithstanding anything contained either in Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the good will or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) administering and maintaining Brane's personnel records.
ii) paying and reviewing salary and other remuneration and benefits.
iii) providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) undertaking performance appraisals and reviews and setting performance targets.
v) maintaining sickness and other absence records.
vi) taking decisions as to your fitness for work.
vii) providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.

viii) providing information to future purchasers of Brane or of the business in which you work; and

ix) transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by You and also is subject to You being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification will be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein at any stage during the tenure of your employment service with us if it is found that any particulars or details furnished by you are incorrect and / or this Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall take necessary legal action in addition to terminate your employment forthwith without any notice..

If you have any queries regarding the Offer feel free to clarify your doubts with leadership@nslhub.com . You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

We take this opportunity to welcome you into the family of Brane Services and look forward to your contribution to the growth of the Organization and yourself.

Thanking you,

for **Brane Services Pvt. Ltd.**

Raghava Avvari
HR Head

ANNEUXRE-A

1. Working hours and Work Timings:

Thegeneralworktimingsfortheofficearefrom9:15amto6:45pm,withinwhich the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. All Leave details:

1.Scope

This policy outlines the leave availability and entitlement norms, alongwithoperationalpractices.Thispolicyisapplicabletoallthefull-time leaders, consultants and contractual leaders.

2.Business owner

The Leadership module leader is responsible for the maintenance and revision of this policy. The implementation of the policy rests with every module leader.

3.Policy Description

i. All leave entitlements shall be on a rolling basis and will be based on the calendar year–1st January till 31st December. Leaders who join or leave during the calendar year will have their leave(s) calculated on a proportionate basis, depending on their exact joining or leaving date.

ii. To apply for leave, the leader must have adequate leave balance. As far as possible, all leaves must be planned in advance and must be approved by the immediate reporting leader.

Leave Type	Eligibility (In Days)	Important Note
Consolidated Leave (CL)*	21	While availing this leave (CL), only working days are deducted
Maternity Leave (ML)	26 weeks	Includes all holidays or weekends

I. Consolidated Leave (CL)-All the different categories of regular leave have been clubbed under a composite category called Consolidated Leave. This is far simpler for the leaders and the organization for keeping track of individual leave balances.

i. All leaders are entitled to avail this leave.

ii.1.75CLwillbecreditedtotheleader'sleavebalanceeverymonth.

iii. Leaves are credited only up on completion of the requisite tenure and cannot be sanctioned or availed in advance.

iv. Leave credits for the new joining leaders will be made in the next successive month and shall be proportioned based on their respective joining date.

v. As far as possible, leaves should be planned well in advance and approved by the immediate reporting leader to ensure minimal impact on work.

vi. A leader is expected to inform the reporting leader and the Leadership module leader for availing the leave through email. Failure to do so will be considered as a major breach of discipline and the leave will be treated as leave without pay(LWP).

vii. Any leave that is in excess of the leave quota will be treated as leave without pay.

viii. There are no compensatory offs.

ix. The maximum number of consolidated leaves allowed to be carried forward to the following calendar years is 30. Any leave above 30 days would be encashed at basic pay as a part of the January pay.

x. Leaders who are separating from the organization can avail encashment at the time of separation, which will be calculated at the basic salary level. The unused leaves cannot be off set against the notice period.

II. Maternity Leave:

i.SubjecttotheprovisionsoftheMaternityBenefitAct,2016,every woman leader, irrespective of the salary structure or nature of work in the organization, who has worked in the organization as a confirmed leader for a continuous service

periodofatleast120 days,duringthe12monthsimmediatelyprecedingthedateofher expected delivery, is entitled to avail Maternity Leave at full pay for up to twenty-six (26) weeks, of which a maximum of 8 weeks can be availed before delivery.

ii. An approved medical practitioner should certify the confinement and the leader must not take up any employment, temporary, part-time or otherwise, during this period.

iii. The Maternity Leave benefit will not be applicable for a third child, when the first two children are living.

iv. An applicant for Maternity Leave must give notice to the organization supported by a medical certificate not less than 8 weeks prior to the start of the leave period. Maternity Leave may be availed in combination with other leave entitlements. No other leaves will be accumulated during Maternity Leave.

v. No pay shall be due or payable in lieu of un availed Maternity Leave.

vi. After returning from Maternity Leave, a leader shall be entitled to an additional break time of 45 minutes for a period of 3months.

III. Miscarriage Leave

i. In case of a miscarriage, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for 42 days immediately following the day of her miscarriage.

ii. No other leaves will be accumulated during Miscarriage Leave.

IV. Tubectomy Leave

i. In case of a tubectomy operation, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for14 days immediately following the day of her operation.

V. Paternity Leave

i. This policy applies to all married male leaders who have put in a minimum of 90 days of continuous service. This leave cannot be encashed or accumulated.

ii. A total number of 5 days leave can be availed as Paternity Leave to enable the leader to be with his family during and after the time of delivery. This leave can be availed with in a period of one month, either 15 days prior or 15 days after the date of birth of the child.

C. General Guidelines for Leave

I .All leave will be granted subject to the exigencies of work.

ii. At the discretion of the organization, leave may be refused, revoked or curtailed, depending on the exigencies of work.

VI. No Call No Show

i. Any absence from work without informing the reporting leader will be termed as 'No Call No Show' and must be marked as 'Absent'. If there are more than 3 such instances in a quarter, the leader will be referred to the Leadership module leader for termination.

VII. Exceptions

i . Any exception to the policy would need the approval of the Leadership module leader.

3. Holiday List:

i. Holiday Calendar –The organization has standardized the Annual Holiday Calendar which includes a total of 10 festivals and national holidays across the calendar year. Irrespective of the day of the week on which the below holidays fall, they are standardized, and no substitution will be done for those falling on weekends.

Sl. No.	Festival
1	Sankranthi
2	Republic Day
3	Ugadi
4	Ramadan
5	Independence Day
6	Ganesh Chaturthi
7	Gandhi Jayanti
8	Dussehra
9	Diwali
10	Christmas

4. Dual Employment Policy:

Dual employment is not permitted at NSLHUB. All leaders, consultants and contractual staff working full-time with NSLHUB are required to sign the terms of employment, which state that the individual cannot undertake any other part-time or full-time job or any effort that amounts to work, while being in service with this organization. And, if found to be doing so, the organization can take any action, even amounting to termination of employment from the organization.

5. Participation in External Engagements:

As mentioned in the Dual Employment Policy, NSLHUB discourages a leader working in addition to serving the organization. He/she shall not have any other financial interests outside the organization. However, there are cases where leaders are desirous of participating in external events, such as seminars and workshops, as well as delivering/attending guest lectures and trainings. In such cases, leaders are expected to:

•Notify the NH Mind module leader well in advance of their interest in an event. Failure to notify will lead to disciplinary action against the leader.

•Refrainfromusingtheorganization'snameortheorganization'sbusiness activityoranyotherorganizationalinformationwithoutthepriorapproval of the NH Mind module leader.

•Refrain from discussing any information which will amount to a breach of the Intellectual Property Rights policy.

•Collaborate with the Leadership module leader, in cases where the leader is delivering training, to ensure that there is no reference to intellectual property with respect to NSLHUB in the training content.

•Refrain from using organizational devices during these events. It is not permitted, and any breach shall lead to disciplinary action.

•Keep such engagements at a short-term level only. Any long-term arrangement shall be viewed as a case of dual employment and will be dealt there of accordingly.

6. Zero Corruption Policy:

NSLHUB is against corruption in any form and takes a firm stand against bribery in order to contribute to good governance, fair economic development, and social welfare wherever the organization does business. The organization is also committed to working in an ethical, lawful, and professional manner. All leaders are prohibited from paying and accepting bribes, including inducing or permitting any other party to make or receive bribes on their behalf. Bribes include political contributions, charitable contributions, facilitation payments, gifts, entertainment and hospitality which may be construed as a subtle form of bribery. Any leader who breaches this policy will face disciplinary action, which could even amount to termination of employment for gross misconduct. Any third-party contractor who breaches this policy would have their contract terminated with immediate effect.

7. Background Verification:

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. NSLHUB has the right to conductbackgroundverificationanytimeduringtheleader'semploymentwiththe organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered there after.

8. Gratuity & PF deduction details (Applicability and % of deductions):

Gratuity & PF deduction is applicable for all the Existing Leaders. Gratuity is calculated at 4.81% of basic and is deducted from Monthly CTC. We have kept PF contribution as minimum i.e., 1800/- so that the net pay will be more. Employer PF part of 1800/- is deducted from Monthly CTC and Employee PF part of 1800/- is deducted from Monthly gross.

9. Retirement Age:

The Organization has finalized the Retirement age as 58 years and the same will be communicated 6months in advance to the concerned leader.

10. Work location:

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Tanya Agarwal		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Pvt. Ltd.

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

13th February 2021
Ms. Tanya Agarwal,
Hyderabad.

Dear **Tanya Agarwal**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

Letter of Offer

13th February 2021
Mr. Anush Khandelwal,
Hyderabad.

Dear **Anush Khandelwal,**

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization") !

We are delighted to extend this offer of employment to you for the position of **"Associate Process Leader-Trainee".**

We request you to read this Offer letter and return the enclosed duplicate copy or scanned copy by email in as an **acknowledgement of receipt of it** and **acceptance of the same on or before 14th February 2021,** failing which this Offer stands cancelled and withdrawn. Brane reserves the right to revoke, withdraw or modify this Offer letter at any time in its sole discretion. Your date of joining should be on or before **31st March 2021** failing which this Offer stands terminated**.**

Further, on joining Brane, you will be issued an Appointment Letter containing the terms and conditions of your employment with Brane and access to the Organizational policies and guidelines**.**

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion**.** Your total C.T.C will be **Rs. 7,00,000/-** and the monthly emoluments before deductions will be **Rs. 55,411/-**The detailed break up of emoluments and operational details are provided under Annexure-A.

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We take this opportunity to welcome you into the family of Brane Services and look forward to your contribution to the growth of the Organization and yourself.

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Raghava Avvari
HR Head

ANNEUXRE-A

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ii. An approved medical practitioner should certify the confinement and the leader must not take up any employment, temporary, part-time or otherwise, during this period.

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v. No pay shall be due or payable in lieu of un availed Maternity Leave.

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i. In case of a miscarriage, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for 42 days immediately following the day of her miscarriage.

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•Refrain from using organizational devices during these events. It is not permitted, and any breach shall lead to disciplinary action.

•Keep such engagements at a short-term level only. Any long-term arrangement shall be viewed as a case of dual employment and will be dealt there of accordingly.

6. Zero Corruption Policy:

NSLHUB is against corruption in any form and takes a firm stand against bribery in order to contribute to good governance, fair economic development, and social welfare wherever the organization does business. The organization is also committed to working in an ethical, lawful, and professional manner. All leaders are prohibited from paying and accepting bribes, including inducing or permitting any other party to make or receive bribes on their behalf. Bribes include political contributions, charitable contributions, facilitation payments, gifts, entertainment and hospitality which may be construed as a subtle form of bribery. Any leader who breaches this policy will face disciplinary action, which could even amount to termination of employment for gross misconduct. Any third-party contractor who breaches this policy would have their contract terminated with immediate effect.

7. Background Verification:

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. NSLHUB has the right to conductbackgroundverificationanytimeduringtheleader'semploymentwiththe organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered there after.

8. Gratuity & PF deduction details (Applicability and % of deductions):

Gratuity & PF deduction is applicable for all the Existing Leaders. Gratuity is calculated at 4.81% of basic and is deducted from Monthly CTC. We have kept PF contribution as minimum i.e., 1800/- so that the net pay will be more. Employer PF part of 1800/- is deducted from Monthly CTC and Employee PF part of 1800/- is deducted from Monthly gross.

9. Retirement Age:

The Organization has finalized the Retirement age as 58 years and the same will be communicated 6months in advance to the concerned leader.

10. Work location:

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Anush Khandelwal		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Pvt. Ltd.

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

13th February 2021
Mr. Anush Khandelwal,
Hyderabad.

Dear **Anush Khandelwal**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

Letter of Offer

13th February 2021
Mr. Bhavik Mehta,
Hyderabad.

Dear **Bhavik Mehta,**

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization") !

We are delighted to extend this offer of employment to you for the position of **"Associate Process Leader-Trainee".**

We request you to read this Offer letter and return the enclosed duplicate copy or scanned copy by email in as an **acknowledgement of receipt of it** and **acceptance of the same on or before 14th February 2021,** failing which this Offer stands cancelled and withdrawn. Brane reserves the right to revoke, withdraw or modify this Offer letter at any time in its sole discretion. Your date of joining should be on or before **31st March 2021** failing which this Offer stands terminated**.**

Further, on joining Brane, you will be issued an Appointment Letter containing the terms and conditions of your employment with Brane and access to the Organizational policies and guidelines**.**

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion**.** Your total C.T.C will be **Rs. 7,00,000/-** and the monthly emoluments before deductions will be **Rs. 55,411/-**The detailed break up of emoluments and operational details are provided under Annexure-A.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Offer letter, there is any change in the Organizational or corporate set up of Brane, and if it is decided by Brane, then Your Appointment Letter may be issued in the name of any other group Company of Brane referencing this Offer and it shall not be any surprise for you.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement" of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime

commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them would result in disciplinary and legal actions as may be necessary and required.

You will be on probation for a period of six (6) months starting from Your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for another month(s). You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or your conduct and performance are found unsatisfactory or if they fall short of Brane's expectation then either during initial probationary period or during extended probation period your services are liable to be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you.

Your employment with the Organization can be terminated by either party:

a) during probation, you may terminate by giving Ninety (90) days prior written notice. Company may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.
b) after confirmation of employment, you may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate. Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.
c) Notwithstanding anything contained either in Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the good will or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) administering and maintaining Brane's personnel records.
ii) paying and reviewing salary and other remuneration and benefits.
iii) providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) undertaking performance appraisals and reviews and setting performance targets.
v) maintaining sickness and other absence records.
vi) taking decisions as to your fitness for work.
vii) providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.

viii) providing information to future purchasers of Brane or of the business in which you work; and

ix) transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by You and also is subject to You being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification will be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein at any stage during the tenure of your employment service with us if it is found that any particulars or details furnished by you are incorrect and / or this Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall take necessary legal action in addition to terminate your employment forthwith without any notice..

If you have any queries regarding the Offer feel free to clarify your doubts with leadership@nslhub.com . You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

We take this opportunity to welcome you into the family of Brane Services and look forward to your contribution to the growth of the Organization and yourself.

Thanking you,

for **Brane Services Pvt. Ltd.**

Raghava Avvari
HR Head

ANNEUXRE-A

1. Working hours and Work Timings:

Thegeneralworktimingsfortheofficearefrom9:15amto6:45pm,withinwhich the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. All Leave details:

1.Scope

This policy outlines the leave availability and entitlement norms, alongwithoperationalpractices.Thispolicyisapplicabletoallthefull-time leaders, consultants and contractual leaders.

2.Business owner

The Leadership module leader is responsible for the maintenance and revision of this policy. The implementation of the policy rests with every module leader.

3.Policy Description

i. All leave entitlements shall be on a rolling basis and will be based on the calendar year–1st January till 31st December. Leaders who join or leave during the calendar year will have their leave(s) calculated on a proportionate basis, depending on their exact joining or leaving date.

ii. To apply for leave, the leader must have adequate leave balance. As far as possible, all leaves must be planned in advance and must be approved by the immediate reporting leader.

Leave Type	Eligibility (In Days)	Important Note
Consolidated Leave (CL)*	21	While availing this leave (CL), only working days are deducted
Maternity Leave (ML)	26 weeks	Includes all holidays or weekends

I. Consolidated Leave (CL)-All the different categories of regular leave have been clubbed under a composite category called Consolidated Leave. This is far simpler for the leaders and the organization for keeping track of individual leave balances.

i. All leaders are entitled to avail this leave.

ii.1.75CLwillbecreditedtotheleader'sleavebalanceeverymonth.

iii. Leaves are credited only up on completion of the requisite tenure and cannot be sanctioned or availed in advance.

iv. Leave credits for the new joining leaders will be made in the next successive month and shall be proportioned based on their respective joining date.

v. As far as possible, leaves should be planned well in advance and approved by the immediate reporting leader to ensure minimal impact on work.

vi. A leader is expected to inform the reporting leader and the Leadership module leader for availing the leave through email. Failure to do so will be considered as a major breach of discipline and the leave will be treated as leave without pay(LWP).

vii. Any leave that is in excess of the leave quota will be treated as leave without pay.

viii. There are no compensatory offs.

ix. The maximum number of consolidated leaves allowed to be carried forward to the following calendar years is 30. Any leave above 30 days would be encashed at basic pay as a part of the January pay.

x. Leaders who are separating from the organization can avail encashment at the time of separation, which will be calculated at the basic salary level. The unused leaves cannot be off set against the notice period.

II. Maternity Leave:

i.SubjecttotheprovisionsoftheMaternityBenefitAct,2016,every woman leader, irrespective of the salary structure or nature of work in the organization, who has worked in the organization as a confirmed leader for a continuous service

periodofatleast120 days,duringthe12monthsimmediatelyprecedingthedateofher expected delivery, is entitled to avail Maternity Leave at full pay for up to twenty-six (26) weeks, of which a maximum of 8 weeks can be availed before delivery.

ii. An approved medical practitioner should certify the confinement and the leader must not take up any employment, temporary, part-time or otherwise, during this period.

iii. The Maternity Leave benefit will not be applicable for a third child, when the first two children are living.

iv. An applicant for Maternity Leave must give notice to the organization supported by a medical certificate not less than 8 weeks prior to the start of the leave period. Maternity Leave may be availed in combination with other leave entitlements. No other leaves will be accumulated during Maternity Leave.

v. No pay shall be due or payable in lieu of un availed Maternity Leave.

vi. After returning from Maternity Leave, a leader shall be entitled to an additional break time of 45 minutes for a period of 3months.

III. Miscarriage Leave

i. In case of a miscarriage, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for 42 days immediately following the day of her miscarriage.

ii. No other leaves will be accumulated during Miscarriage Leave.

IV. Tubectomy Leave

i. In case of a tubectomy operation, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for14 days immediately following the day of her operation.

V. Paternity Leave

i. This policy applies to all married male leaders who have put in a minimum of 90 days of continuous service. This leave cannot be encashed or accumulated.

ii. A total number of 5 days leave can be availed as Paternity Leave to enable the leader to be with his family during and after the time of delivery. This leave can be availed with in a period of one month, either 15 days prior or 15 days after the date of birth of the child.

C. General Guidelines for Leave

I .All leave will be granted subject to the exigencies of work.

ii. At the discretion of the organization, leave may be refused, revoked or curtailed, depending on the exigencies of work.

VI. No Call No Show

i. Any absence from work without informing the reporting leader will be termed as 'No Call No Show' and must be marked as 'Absent'. If there are more than 3 such instances in a quarter, the leader will be referred to the Leadership module leader for termination.

VII. Exceptions

i . Any exception to the policy would need the approval of the Leadership module leader.

3. Holiday List:

i. Holiday Calendar –The organization has standardized the Annual Holiday Calendar which includes a total of 10 festivals and national holidays across the calendar year. Irrespective of the day of the week on which the below holidays fall, they are standardized, and no substitution will be done for those falling on weekends.

Sl. No.	Festival
1	Sankranthi
2	Republic Day
3	Ugadi
4	Ramadan
5	Independence Day
6	Ganesh Chaturthi
7	Gandhi Jayanti
8	Dussehra
9	Diwali
10	Christmas

4. Dual Employment Policy:

Dual employment is not permitted at NSLHUB. All leaders, consultants and contractual staff working full-time with NSLHUB are required to sign the terms of employment, which state that the individual cannot undertake any other part-time or full-time job or any effort that amounts to work, while being in service with this organization. And, if found to be doing so, the organization can take any action, even amounting to termination of employment from the organization.

5. Participation in External Engagements:

As mentioned in the Dual Employment Policy, NSLHUB discourages a leader working in addition to serving the organization. He/she shall not have any other financial interests outside the organization. However, there are cases where leaders are desirous of participating in external events, such as seminars and workshops, as well as delivering/attending guest lectures and trainings. In such cases, leaders are expected to:

•Notify the NH Mind module leader well in advance of their interest in an event. Failure to notify will lead to disciplinary action against the leader.

•Refrainfromusingtheorganization'snameortheorganization'sbusiness activityoranyotherorganizationalinformationwithoutthepriorapproval of the NH Mind module leader.

•Refrain from discussing any information which will amount to a breach of the Intellectual Property Rights policy.

•Collaborate with the Leadership module leader, in cases where the leader is delivering training, to ensure that there is no reference to intellectual property with respect to NSLHUB in the training content.

•Refrain from using organizational devices during these events. It is not permitted, and any breach shall lead to disciplinary action.

•Keep such engagements at a short-term level only. Any long-term arrangement shall be viewed as a case of dual employment and will be dealt there of accordingly.

6. Zero Corruption Policy:

NSLHUB is against corruption in any form and takes a firm stand against bribery in order to contribute to good governance, fair economic development, and social welfare wherever the organization does business. The organization is also committed to working in an ethical, lawful, and professional manner. All leaders are prohibited from paying and accepting bribes, including inducing or permitting any other party to make or receive bribes on their behalf. Bribes include political contributions, charitable contributions, facilitation payments, gifts, entertainment and hospitality which may be construed as a subtle form of bribery. Any leader who breaches this policy will face disciplinary action, which could even amount to termination of employment for gross misconduct. Any third-party contractor who breaches this policy would have their contract terminated with immediate effect.

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All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. NSLHUB has the right to conductbackgroundverificationanytimeduringtheleader'semploymentwiththe organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered there after.

8. Gratuity & PF deduction details (Applicability and % of deductions):

Gratuity & PF deduction is applicable for all the Existing Leaders. Gratuity is calculated at 4.81% of basic and is deducted from Monthly CTC. We have kept PF contribution as minimum i.e., 1800/- so that the net pay will be more. Employer PF part of 1800/- is deducted from Monthly CTC and Employee PF part of 1800/- is deducted from Monthly gross.

9. Retirement Age:

The Organization has finalized the Retirement age as 58 years and the same will be communicated 6months in advance to the concerned leader.

10. Work location:

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Bhavik Mehta		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Pvt. Ltd.

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

13th February 2021
Mr. Bhavik Mehta,
Hyderabad.

Dear **Bhavik Mehta**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

Ref No. 300815 Private &Confidential

Date: 15 February 2021

Mr. Ankur Chakraborty,
Flat No-401, C Block,
Apsara Apartment,
South Civil Lines,jabalpur
Madhya Pradesh - 482001

Dear Ankur Chakraborty,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **MT-HR- Talent Acquisition** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **1 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 4,50,000/- (Rupees Four Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 300815

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 300815

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 300815

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 300815

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **2 December 1994** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 300815

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 300815

Annexure – I

Compensation Structure

Name:	Ankur Chakraborty	Designation:	MT-HR- Talent Acquisition
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	15,000	180,000
HRA	9,000	108,000
Other Allowance	9,711	116,532
Provident Fund (Employer Contribution)	1,800	21,600
Advance Bonus	1,989	23,868
Fixed CTC	37,500	4,50,000

(Rupees Four Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 300815

Annexure – II

Roles & Responsibilities

Name:	Ankur Chakraborty	Designation:	MT-HR- Talent Acquisition
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Mt-Hr-Talent Acquisition		

Your role involves following main activities and responsibilities:

- Job Description: · Responsible for creating Job Description for the positions assigned in co-ordination with the Line Manager. · Understand the business needs and Source/Head Hunt the right candidate for the right role · Talent/Resource mapping of potential candidates by ways of industry/compensation benchmarking. · Work on job portals, social media, Recruitment vendors to source candidates. · Create a robust sourcing plan to attract active/passive candidates and build a strong pipeline of potential candidates. · Come up with innovative methods on modern hiring techniques and introduce Industry Best Practices · Responsible for preparing the Campus Recruitment plan to meet hiring needs of the organization. Connect with Tier1 &Tier2 colleges to augment the relationship with premier business schools. · Should be able to reduce cost of hiring by way of increasing the internal sourcing capabilities and building own data · Work closely with the Business Partners and ensure TAT based hiring

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 300778 Private &Confidential

Date: 15 February 2021

Ms. Tanushri Joshi,
8/1042, Sector 8,
Picnic Spot Road,vikas Nagar
Lucknow
Uttar Pradesh - 226022

Dear Tanushri Joshi,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Traniee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **1 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 4,50,000/- (Rupees Four Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 300778

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 300778

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 300778

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

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14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

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Ref No. 300778

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **14 October 1993** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

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19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

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20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 300778

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 300778

Annexure – I

Compensation Structure

Name:	Tanushri Joshi	Designation:	Management Traniee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	15,000	180,000
HRA	9,000	108,000
Other Allowance	9,711	116,532
Provident Fund (Employer Contribution)	1,800	21,600
Advance Bonus	1,989	23,868
Fixed CTC	37,500	4,50,000

(Rupees Four Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 300778

Annexure – II

Roles & Responsibilities

Name:	Tanushri Joshi	Designation:	Management Traniee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Business Unit Human Resource		

Your role involves following main activities and responsibilities:

- Aligned with-in a Market Units and functions and deliver HR solutions to meet managers and employees needs.
- Understand the business environment and strategy and people implications.
- Provide people management coaching to managers and contribute to the development of managers skills.
- Actively support employee engagement activities within areas of responsibility.
- Act as steward for attracting and developing and retaining diverse talent in the organization including collaborating with talent acquisition partners as necessary.
- Champion performance and talent management culture and processes with in customer groups.
- Partner with Centers of Expertise to deliver business required initiatives.
- Drive implementation of function wide HR programs with in assigned associate groups.
- Facilitate change management with-in Business Units.
- Help local managers meet and exceed people objectives for their area or function.
- Responsible for the execution of the people strategy and HR plan and HR budget and HR priorities aligned with business objectives.
- Interpret and communicate HR solutions for local market unit.
- Provide consultative support and advice and solutions on all people related subjects and in conjunction with HR Services.
- Support the HR Service Delivery model by working effectively with HR Services.
- Collaborate with employee relations and labor relations partners as necessary.

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

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CEAT Ltd.
RPG House
463 Dr. Annie Besant Road,
Worli, Mumbai 400030, India
+91 22 24930621
CIN: L25100MH1958PLC011041
www.ceat.com

Thursday, 8 April 2021

Dear Garima,

Further to your application and subsequent interview with us, we are pleased to offer you the position of **Management Trainee** in **CEAT Limited**. Details of the offer are as given below:

- You shall be absorbed in the **Management Trainee** grade of **CEAT Limited.**
- Your designation shall be **Management Trainee.**
- Please find the offered salary in Annexure 1 of this letter.
- Your date of joining is Monday, 3 May 2021.
- Request your acceptance on this offer within 2 working days of receiving the offer failing which the offer will be withdrawn automatically and will stand invalid thereafter.
- Kindly note that all the contents of this offer are strictly confidential between you and CEAT Limited. In the event that is it determined that this trust & confidentiality has been breached, CEAT Limited reserves the right to take action as deemed appropriate.

Incentive Guidelines

On your deputation in a sales role, you will be eligible for Sales Collection Performance Incentive, as per applicable parameters & the prevalent scheme at the time.

The Appointment letter will be issued to you on the day of joining post submission & validation of the required joining documents.

The salary structure is attached here with (Annex-1)

CEAT Ltd.
RPG House
463 Dr. Annie Besant Road,
Worli, Mumbai 400030, India
+91 22 24930621
CIN: L25100MH1958PLC011041
www.ceat.com

Annexure 1

Name	Garima
Grade Offered	MT - Management Trainee
Designation Offered	Management Trainee
Function	After Market Sales

CTC Components	**Salary on joining**	
	in Rs. p.m.	**in Rs. p.a.**
Basic	15000	180000
Customized Allowance Pool (CAP) *	24146	289746
Total (A) - Total fixed Cash	39146	469746
Provident Fund	1800	21600
Gratuity as per Gratuity Act 1972	722	8664
Total (B) - Total Retirals	2522	30264
Gross Fixed Pay (A+B)	41668	500010

CEAT Ltd.
RPG House
463 Dr. Annie Besant Road,
Worli, Mumbai 400030, India
+91 22 24930621
CIN: L25100MH1958PLC011041
www.ceat.com

***Customized Allowance Pool (CAP)** - This includes Housing Rent Allowance or Company Leased Accommodation, Conveyance Allowance or Car Lease, Fuel, Driver Reimbursement (if eligible), Leave Travel Allowance, Domiciliary Medical Reimbursement & Personal Pay. All the benefits mentioned against this head have been considered on monetized basis. If an employee opts for any benefit instead of monetization, then the relevant amount would be reduced from CAP against that benefit and would be subject to perquisite taxes as applicable.

The following benefits are additional :

- Family hospitalization insurance floater coverage of 2 lakhs
- Accident Insurance coverage for employee of 6 lakhs
- Term Life Insurance coverage for employee of 15 lakhs
- Telephone reimbursement as per policy

Thank you,
On behalf of CEAT Limited,
Arjun Singh
Vice President - Human Resources

IBS®
ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Offer Letter

1 message

Garima Sharma <itsgarima2008@gmail.com> Mon, Jul 26, 2021 at 11:59 AM
To: haseebakhter@ibsindia.org, aastha.raja19@ibsindia.org

---------- Forwarded message ---------
From: **RPG TalentOne** <RPGTalentOne@successfactors.com>
Date: Thu, 8 Apr, 2021, 10:28 pm
Subject: Offer Letter
To: Garima Sharma <itsgarima2008@gmail.com>
Cc: Akshay <AKSHAY.SONAR@ceat.com>

Hi Garima,

Congratulations! We are pleased to offer you the position of Management Trainee, in the After Market Sales team of Sales & Marketing .

You could go to the below link and view your offer online:

View/Accept Offer ...

Also attached is RPG Code of Conduct. Request your acceptance on the offer letter as well as the code of conduct vide the above link.

In case there are any queries or any support required, please feel free to get in touch with recruiter by clicking on "*Email to recruiter*" option in the online offer section. .

Look forward to having you on board!

Regards

Kritika Raj

RPG_Code_of_Corporate_Governance__Ethics_Ver_2_-_2014.pdf
678K

Industrial Technologies
Ingersoll Rand (I) ltd.
21-30, GIDC Estate, Naroda,
Ahmedabad - 382330
Gujarat, India
+91.9513766119
zepheny.ferrow@irco.com

A picture containing
drawing Description

Des Please consider the environment before printing this email

---------- Forwarded message ----------
From: MEIA_Careers <MEIA_Careers@irco.com>
To: "shivam.sapra007@gmail.com" <shivam.sapra007@gmail.com>
Cc: "Kapoor, Arshi" <Arshi.Kapoor@irco.com>, "Poddar, Pallavi" <Pallavi.Poddar@irco.com>, "Mohan, B T" <B_T_Mohan@irco.com>, "Mane, Smita" <smita.mane@gardnerdenver.com>
Bcc:
Date: Thu, 15 Apr 2021 11:12:25 +0000
Subject: Ingersoll Rand Offer

Dear **Shivam,**

Congratulations and welcome to Ingersoll Rand Family!

Thank you for your interest in Ingersoll Rand. Subsequent to the interviews you had with our team, we are delighted to have you join us as **Sales Development Trainee** and contribute to our success at Ingersoll Rand.

Please treat the attached Offer Letter as our official confirmation of your employment with us. Kindly confirm your offer acceptance within 1 working day.

Also please fill and send the **Employee Action Form**, **Passport Size photograph(with white background mandatory), AADHAAR Card**, **Signed Offer Letter** & **Valid Passport Copy** (If you do not have passport copy, request you to apply for the same and submit the acknowledgement copy) **within 2 days** of offer acceptance to zepheny.ferrow@irco.com as a part of pre-joining formalities.

Hard Copy of the offer letter would be shared on the Day of Joining Ingersoll Rand, for any specific need regarding Hard copy of offer letter before joining, please contact the undersigned immediately.

Enclosed attachments are:

i) **Offer Letter**

ii) **New Hire Checklist**

iii) **Employee Action Form**

We eagerly look forward of your association with Ingersoll Rand.

Regards,
Zepheny Ferrow
Talent Acquisition Specialist
Industrial Technologies
Ingersoll Rand (I) ltd.
21-30, GIDC Estate, Naroda,
Ahmedabad - 382330
Gujarat, India
+91.9513766119
zepheny.ferrow@irco.com

A picture containing drawing Description

Des Please consider the environment before printing this email

Ingersoll-Rand (India) Limited.
Ground Floor, Subramanya Arcade
No.12/1, Bannerghatta Main Road,
Bangalore – 560 029, INDIA
Tel: ÷91 80 4685 5100
Fax: +91 80 2728 7482
www.ingersollrand.co.in

Date: 15th April,2021

Mr. **Shivam Sapra**
IBS, Hyderabad

Dear Shivam,

Sub: Letter of appointment as "**Sales Development Trainee**"

Further to the interview and discussions with us, we are pleased to appoint you as '**Sales Development Trainee'**. You are required to report at our **Naroda Plant** for joining induction on **1st July, 2021**. This position will be initially located in Naroda for six months and you will have to relocate based on the job requirements

The terms and conditions of your training will be as follows:

1. Your basic salary and other monthly, annual allowances on the basis of Cost to Company are mentioned in the annexure to this letter and the other allowance can be apportioned by you towards your House Rent Allowance, Leave Travel Allowance and Vehicle Maintenance, etc., The payment of salary is personal to you and you are expected to maintain confidentiality regarding the same.
   You will be personally responsible to produce vouchers / cash memos for the heads that you apportion under the special allowance. Any head unclaimed / not supported by vouchers / cash memos will be paid to you, at the end of the year, net of taxes.

2. You will be entitled to Provident Fund benefit subject to acceptance of your nomination.

3. Please provide a self-declaration as per text below:
   I hereby declare as on date __/__/__ (dd/mm/yy), I_____(First name, Last name) son/ daughter of _____(father/mother's name), aged about_____(your age in years) residing at_____(area/city/town) do hereby declare that I am mentally, physically fit and sound enough to perform duties and responsibilities for my position.

   Also, you are required to subject yourself for medical examination before the Medical Officer, specified by the Company, as and when required.

4. On joining the training, you will be required to execute a formal Agreement covering Non-disclosure of confidential information and assignment of intellectual property right to the Company. Besides you will also have to sign the company's Code of conduct, FCPA and other documents as specified by Ingersoll Rand Company. You will not at any time, without the consent of the Appointing authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

   You will also keep us informed if you are bound by any Confidentiality agreement with any of your previous employers, in which case, you shall keep us indemnified against any breach thereof by you. If you conceive any new or advanced method of improving system in relation to the operation of the Company or its business, such developments will be fully communicated to the Company and remain the sole right/property of the Company.

_____ _____
Pallavi Poddar **Shivam Sapra**

All agreements contingent upon strikes, accidents and other conditions beyond our control
All contracts are subject to approval by an officer of the company, quotations are subject to change without notice

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5. If it is found that you have misrepresented any information in your application for training or at the time of interview, or have furnished any false information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

6. You are expected to maintain high standard of discipline, efficiency and integrity.

7. The duration of your training is for a period of 12 months from the date of joining and during the period of training, your performance will be assessed at regular intervals. At the end of the training period, you will be considered for regular employment with the company subject to your individual performance meeting the company's requirement. If the performance during this period is un-satisfactory, the Company shall have the right to either terminate your services without any notice/salary in lieu of notice or extend this period(s) of training for a period deemed fit by the Company. In the event of an extension, a letter to this effect will be issued by the Company.

8. Leave Entitlement

You will be eligible for paid vacation in accordance with the prevailing Company policy. Leave will be credited on a pro-rated basis depending on your date of joining.

Privilege Leave:

You will be eligible for Privilege Leave of 21 days every calendar year, out of which a maximum of 12 days will get encashed at the end of the calendar year while the balance unconsumed Privilege Leave will get lapsed as there is no leave carry forward facility.

Sick / Casual Leave:

You will be entitled to 12 days sick/casual leaves for every calendar year. If these leaves are not used, as per approved procedure, you will not be entitled to carry forward any un-used sick/casual leave days to the next calendar year.

9. You should furnish to the management your residential address while in training. Any subsequent change in the address should be intimated immediately in writing to the Management.

10. During your training with the company, you shall carryout your duties diligently and will try your best to promote the interests of the company and its business. You shall devote the whole of your time and attention to the services of the company and without the express permission from the management, in writing, you will not accept any engagement or employment with / or service any other company, concern, firm or person. You shall also not remove, disclose, divulge or make public any manner, processes, methods, secrets, information, know-how knowledge etc., relating to the manufacture, trade and business of the company, except for the business of the company.

Pallavi Poddar **Shivam Sapra**

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11. Deduction of tax in respect of the perquisites will be done as per the rules.

12. You will continue to be governed and have to abide by the rules and regulations of the Company in force from time to time. The Management reserves the right to vary, alter, add to and amend the rules as and when necessary.

13. You shall produce the following documents at the time of reporting for training.
    a) Attested copies of certificates relating to your education
    b) Accepted copy of the offer letter
    c) PAN CARD Copy (Mandatory)
    d) Copy of the valid passport
    e) Aadhar copy

    This appointment is subject to the production of a valid passport for detailed verification of citizenship, permanent address and proof of age before your date of joining. The Company reserves the liberty to extend the period of production of the same to 3 months from the date of joining, subject to production of application acknowledgement from the passport office before joining the Company. Failure to produce a valid passport within three months of your date of joining is sufficient for the Company to take a decision in its own discretion including termination of your employment without further notice.

14. The above offer can be terminated by either party by serving one month notice or pay compensation in lieu of notice period. Shortage of notice period and acceptance of compensation in lieu of the notice, is at the sole discretion of the company.

15. If the above terms and conditions of service are acceptable to you, we request you to sign the duplicate copy of this letter in token of your acceptance within 10 days from the date of receipt of this appointment letter.

    We look forward to a long lasting and mutually beneficial relationship with you.

Yours sincerely,

For **Ingersoll-Rand (India) Limited.**

Pallavi Poddar
HR Leader - MEIA

Candidate Acceptance
I accept your offer of employment with Ingersoll Rand as **Sales Development Trainee** and agree to the conditions here on and in the offer letter.

_____
Shivam Sapra

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ANNEXURE C

Remuneration & Other Benefits

Your remuneration and applicable monetary benefits details are provided below, which shall be subject to periodic review, as per the Company's normal policies.

Designation : Sales Development Trainee **Band: 3** **Salary Break-up**	**Amount (INR) p.a.**
Basic Salary	192029
House Rent Allowance	76811
Leave Travel Allowance	75000
Allowances(Flexible Benefit Plan)	191760
Total Annual Guaranteed Cash	**535600**
Target Performance Bonus LIP @ 20% of Annual Guaranteed Cash	**107120**
Retirement Benefits :	
Employer's contribution to PF @ 12% of Basic Salary	23043
Gratuity @ 4.81% of Basic Salary, payable as per act	9237
Total CTC	**675000**

Please note that we follow Flexi Benefit Plan where you can adjust your total allowances to avail maximum income tax exemption and the details of which will be shared with you upon joining.

Pallavi Poddar **Shivam Sapra**

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Letter of Offer

13th February 2021
Mr. Shriniel Tankaria,
Hyderabad.

Dear **Shriniel Tankaria,**

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization") !

We are delighted to extend this offer of employment to you for the position of **"Associate Process Leader-Trainee".**

We request you to read this Offer letter and return the enclosed duplicate copy or scanned copy by email in as an **acknowledgement of receipt of it** and **acceptance of the same on or before 14th February 2021,** failing which this Offer stands cancelled and withdrawn. Brane reserves the right to revoke, withdraw or modify this Offer letter at any time in its sole discretion. Your date of joining should be on or before **31st March 2021** failing which this Offer stands terminated**.**

Further, on joining Brane, you will be issued an Appointment Letter containing the terms and conditions of your employment with Brane and access to the Organizational policies and guidelines**.**

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion**.** Your total C.T.C will be **Rs. 7,00,000/-** and the monthly emoluments before deductions will be **Rs. 55,411/-**The detailed break up of emoluments and operational details are provided under Annexure-A.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Offer letter, there is any change in the Organizational or corporate set up of Brane, and if it is decided by Brane, then Your Appointment Letter may be issued in the name of any other group Company of Brane referencing this Offer and it shall not be any surprise for you.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement" of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime

commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them would result in disciplinary and legal actions as may be necessary and required.

You will be on probation for a period of six (6) months starting from Your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for another month(s). You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or your conduct and performance are found unsatisfactory or if they fall short of Brane's expectation then either during initial probationary period or during extended probation period your services are liable to be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you.

Your employment with the Organization can be terminated by either party:

a) during probation, you may terminate by giving Ninety (90) days prior written notice. Company may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.
b) after confirmation of employment, you may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate. Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.
c) Notwithstanding anything contained either in Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the good will or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) administering and maintaining Brane's personnel records.
ii) paying and reviewing salary and other remuneration and benefits.
iii) providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) undertaking performance appraisals and reviews and setting performance targets.
v) maintaining sickness and other absence records.
vi) taking decisions as to your fitness for work.
vii) providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.

viii) providing information to future purchasers of Brane or of the business in which you work; and

ix) transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by You and also is subject to You being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification will be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein at any stage during the tenure of your employment service with us if it is found that any particulars or details furnished by you are incorrect and / or this Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall take necessary legal action in addition to terminate your employment forthwith without any notice..

If you have any queries regarding the Offer feel free to clarify your doubts with leadership@nslhub.com . You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

We take this opportunity to welcome you into the family of Brane Services and look forward to your contribution to the growth of the Organization and yourself.

Thanking you,

for **Brane Services Pvt. Ltd.**

Raghava Avvari
HR Head

ANNEUXRE-A

1. Working hours and Work Timings:

Thegeneralworktimingsfortheofficearefrom9:15amto6:45pm,withinwhich the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. All Leave details:

1.Scope

This policy outlines the leave availability and entitlement norms, alongwithoperationalpractices.Thispolicyisapplicabletoallthefull-time leaders, consultants and contractual leaders.

2.Business owner

The Leadership module leader is responsible for the maintenance and revision of this policy. The implementation of the policy rests with every module leader.

3.Policy Description

i. All leave entitlements shall be on a rolling basis and will be based on the calendar year–1st January till 31st December. Leaders who join or leave during the calendar year will have their leave(s) calculated on a proportionate basis, depending on their exact joining or leaving date.

ii. To apply for leave, the leader must have adequate leave balance. As far as possible, all leaves must be planned in advance and must be approved by the immediate reporting leader.

Leave Type	Eligibility (In Days)	Important Note
Consolidated Leave (CL)*	21	While availing this leave (CL), only working days are deducted
Maternity Leave (ML)	26 weeks	Includes all holidays or weekends

I. Consolidated Leave (CL)-All the different categories of regular leave have been clubbed under a composite category called Consolidated Leave. This is far simpler for the leaders and the organization for keeping track of individual leave balances.

i. All leaders are entitled to avail this leave.

ii.1.75CLwillbecreditedtotheleader'sleavebalanceeverymonth.

iii. Leaves are credited only up on completion of the requisite tenure and cannot be sanctioned or availed in advance.

iv. Leave credits for the new joining leaders will be made in the next successive month and shall be proportioned based on their respective joining date.

v. As far as possible, leaves should be planned well in advance and approved by the immediate reporting leader to ensure minimal impact on work.

vi. A leader is expected to inform the reporting leader and the Leadership module leader for availing the leave through email. Failure to do so will be considered as a major breach of discipline and the leave will be treated as leave without pay(LWP).

vii. Any leave that is in excess of the leave quota will be treated as leave without pay.

viii. There are no compensatory offs.

ix. The maximum number of consolidated leaves allowed to be carried forward to the following calendar years is 30. Any leave above 30 days would be encashed at basic pay as a part of the January pay.

x. Leaders who are separating from the organization can avail encashment at the time of separation, which will be calculated at the basic salary level. The unused leaves cannot be off set against the notice period.

II. Maternity Leave:

i.SubjecttotheprovisionsoftheMaternityBenefitAct,2016,every woman leader, irrespective of the salary structure or nature of work in the organization, who has worked in the organization as a confirmed leader for a continuous service

periodofatleast120 days,duringthe12monthsimmediatelyprecedingthedateofher expected delivery, is entitled to avail Maternity Leave at full pay for up to twenty-six (26) weeks, of which a maximum of 8 weeks can be availed before delivery.

ii. An approved medical practitioner should certify the confinement and the leader must not take up any employment, temporary, part-time or otherwise, during this period.

iii. The Maternity Leave benefit will not be applicable for a third child, when the first two children are living.

iv. An applicant for Maternity Leave must give notice to the organization supported by a medical certificate not less than 8 weeks prior to the start of the leave period. Maternity Leave may be availed in combination with other leave entitlements. No other leaves will be accumulated during Maternity Leave.

v. No pay shall be due or payable in lieu of un availed Maternity Leave.

vi. After returning from Maternity Leave, a leader shall be entitled to an additional break time of 45 minutes for a period of 3months.

III. Miscarriage Leave

i. In case of a miscarriage, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for 42 days immediately following the day of her miscarriage.

ii. No other leaves will be accumulated during Miscarriage Leave.

IV. Tubectomy Leave

i. In case of a tubectomy operation, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for14 days immediately following the day of her operation.

V. Paternity Leave

i. This policy applies to all married male leaders who have put in a minimum of 90 days of continuous service. This leave cannot be encashed or accumulated.

ii. A total number of 5 days leave can be availed as Paternity Leave to enable the leader to be with his family during and after the time of delivery. This leave can be availed with in a period of one month, either 15 days prior or 15 days after the date of birth of the child.

C. General Guidelines for Leave

I .All leave will be granted subject to the exigencies of work.

ii. At the discretion of the organization, leave may be refused, revoked or curtailed, depending on the exigencies of work.

VI. No Call No Show

i. Any absence from work without informing the reporting leader will be termed as 'No Call No Show' and must be marked as 'Absent'. If there are more than 3 such instances in a quarter, the leader will be referred to the Leadership module leader for termination.

VII. Exceptions

i . Any exception to the policy would need the approval of the Leadership module leader.

3. Holiday List:

i. Holiday Calendar –The organization has standardized the Annual Holiday Calendar which includes a total of 10 festivals and national holidays across the calendar year. Irrespective of the day of the week on which the below holidays fall, they are standardized, and no substitution will be done for those falling on weekends.

Sl. No.	Festival
1	Sankranthi
2	Republic Day
3	Ugadi
4	Ramadan
5	Independence Day
6	Ganesh Chaturthi
7	Gandhi Jayanti
8	Dussehra
9	Diwali
10	Christmas

4. Dual Employment Policy:

Dual employment is not permitted at NSLHUB. All leaders, consultants and contractual staff working full-time with NSLHUB are required to sign the terms of employment, which state that the individual cannot undertake any other part-time or full-time job or any effort that amounts to work, while being in service with this organization. And, if found to be doing so, the organization can take any action, even amounting to termination of employment from the organization.

5. Participation in External Engagements:

As mentioned in the Dual Employment Policy, NSLHUB discourages a leader working in addition to serving the organization. He/she shall not have any other financial interests outside the organization. However, there are cases where leaders are desirous of participating in external events, such as seminars and workshops, as well as delivering/attending guest lectures and trainings. In such cases, leaders are expected to:

•Notify the NH Mind module leader well in advance of their interest in an event. Failure to notify will lead to disciplinary action against the leader.

•Refrainfromusingtheorganization'snameortheorganization'sbusiness activityoranyotherorganizationalinformationwithoutthepriorapproval of the NH Mind module leader.

•Refrain from discussing any information which will amount to a breach of the Intellectual Property Rights policy.

•Collaborate with the Leadership module leader, in cases where the leader is delivering training, to ensure that there is no reference to intellectual property with respect to NSLHUB in the training content.

•Refrain from using organizational devices during these events. It is not permitted, and any breach shall lead to disciplinary action.

•Keep such engagements at a short-term level only. Any long-term arrangement shall be viewed as a case of dual employment and will be dealt there of accordingly.

6. Zero Corruption Policy:

NSLHUB is against corruption in any form and takes a firm stand against bribery in order to contribute to good governance, fair economic development, and social welfare wherever the organization does business. The organization is also committed to working in an ethical, lawful, and professional manner. All leaders are prohibited from paying and accepting bribes, including inducing or permitting any other party to make or receive bribes on their behalf. Bribes include political contributions, charitable contributions, facilitation payments, gifts, entertainment and hospitality which may be construed as a subtle form of bribery. Any leader who breaches this policy will face disciplinary action, which could even amount to termination of employment for gross misconduct. Any third-party contractor who breaches this policy would have their contract terminated with immediate effect.

7. Background Verification:

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. NSLHUB has the right to conductbackgroundverificationanytimeduringtheleader'semploymentwiththe organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered there after.

8. Gratuity & PF deduction details (Applicability and % of deductions):

Gratuity & PF deduction is applicable for all the Existing Leaders. Gratuity is calculated at 4.81% of basic and is deducted from Monthly CTC. We have kept PF contribution as minimum i.e., 1800/- so that the net pay will be more. Employer PF part of 1800/- is deducted from Monthly CTC and Employee PF part of 1800/- is deducted from Monthly gross.

9. Retirement Age:

The Organization has finalized the Retirement age as 58 years and the same will be communicated 6months in advance to the concerned leader.

10. Work location:

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Shriniel Tankaria		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Pvt. Ltd.

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

13th February 2021
Mr. Shriniel Tankaria,
Hyderabad.

Dear **Shriniel Tankaria**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

ARK BUILDERS

10th February 2021

Offer of Employment

Dear Praveen Kumar Hulsure,

With reference to your application and subsequent interview held at our office, we are pleased to offer you employment in our organization as **Sales Executive.**

Your CTC has been verbally discussed and accepted by you , appointment letter will be issued to you at the time of joining. Based on your performance salary revision will be done after 6 months of probation.

As discussed, your **joining date** will be on or before **17th May 2021** and you shall report at **our Corporate Office at 09.30 AM**. Further, you shall get a detailed appointment letter upon joining which shall include all terms and conditions of your employment.

We request you to bring the following documents / credentials at the time of Joining

- Photocopy of all your Academic Qualification documents (Degree/PG or Certificates etc.)
- Relieving & Experience Certificate from your previous employers
- Copy of Salary Certificate/Last three months Salary Slip
- Proof of Address
- Proof of Id
- Two passport size photographs
- Complete Bank A/c. Details
- Bank Statement (past 3 months which shows the salary)

Kindly convey your acceptance within 5 working days of the issuance of offer. Offer shall be withdrawn if not reverted with acceptance within mentioned time.

This offer is made on the basis of information furnished by you in your application and discussions during the interview(s). The offer is liable for change or cancellation if any information provided by you is found to be false at a later stage. The decision of the Management shall be final and binding.

We welcome you in Ark family and wish you a rewarding career ahead. Please feel free to get in touch with the HR at any time for any further information.

Regards,

ARK BUILDERS HYDERABAD

Meghna Gummi
CEO
Ark Builders

#4-51/SLNT/L 603, Level 6, SLN Terminus, Beside Botanical Garden, Gachibowli, Hyderabad – 500 032. Telangana, India.
Tel: +91 40 2988 0313 / 14 Email : info@arkgroup.in. web: www.arkgroup.in

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ARK BUILDERS

APPOINTMENT LETTER

01-06-2021

Praveen Kumar Hulsure,
Flat No: 106, RV Aadvik Apartment,
Shapur Pipeline Road, Jeedimetla,
Hyderabad-500067.

APPOINTMENT

Dear Mr. Praveen Kumar Hulsure,

With reference to your application and subsequent interview with us, we are pleased to appoint you as **Sales Executive** with **ARK BUILDERS** on the following terms and conditions.

Date of Joining: Your date of joining is on **01-06-2021**

1. **Salary**

   Your Annual Gross Salary would be **Rs.4,80,000 Per Annum (Four Lakh Eighty Thousand Only)**. Salary revisions will be reviewed periodically as per the policy of the company. The increments in the salary are discretionary and will be subject to, and on the basis of, effective performance and results. Based on your performance salary revision will be done after 6 months of probation.

2. **Hours of Work**

   You will be required to work as per the working hours of the organization and as necessary for the proper discharge of your duties and if necessary for additional hours depending on your responsibilities.

3. **Posting & Transfer**

   Your initial posting will be at **Corporate Office (Unit No.603, Level 6, SLN Terminus, Beside Botanical Garden, Gachibowli, Hyderabad – 500032)**. You can be transferred to any company location that the company may so choose or to any of the company's subsidiaries or associate companies (existing or to be set up). In such an event, you will be governed by the appropriate terms of employment applicable to the new location.

4. **Probation**

   You will be on probation for a period of six months from the date of your appointment. On satisfactory completion of the probation period, you will be confirmed in service. If not confirmed after three months, this order will continue to be in operation, and the probation period will stand extended automatically for next three months till further notice.

ARK BUILDERS HYDERABAD

Employer Signature

Employee Signature

#4-51/SLNT/L 603, Level 6, SLN Terminus, Beside Botanical Garden, Gachibowli, Hyderabad – 500 032. Telangana, India.
Tel: +91 40 2988 0313 / 14 Email : info@arkgroup.in. web: www.arkgroup.in

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12. Past Records

If any declaration given, or information furnished by you, to the organization proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

14. Separation from Service

Employment can be terminable at will by you or company at any given point of time during the tenure of employment.

If an employee leaves the organization in the probation period or after confirmation he / she should serve **one** month notice period. Notice period can't be waived in lieu of salary.

Further, until the organization accepts your separation & relieves you of the responsibilities, you will be deemed as employee of the Organization and the terms and conditions of your employment shall continue to bind you.

During the period of probation, your employment is terminable by the company without any notice and without assigning any reason what so ever. If you wish to separate from the Company, you should give one month notice period or payment of salary in lieu thereof.

You will be governed by the company laid down code of conduct, policies. If the company terminates your employment for reasons of negligence or willful misconduct or breaching of code of conduct or breaching of policies on your part, company shall not be required to give you notice or any compensation in any form what so ever.

15. Absence without Notice

Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

1) Return to work within 3 days from the commencement of such absence, and
2) Provide satisfactory explanation to management regarding such absence.

16. Non-Competent and Non Solicitation

During the course of the employment or even after the employee leaves the services/job of the employer, the employee will not be the competitor of the employer in the form and nature of the employment of the employer. The employee should not directly or indirectly recruit or solicit any of the employer's customers, clients or employees for period of one year after the termination of employee's employment.

ARK BUILDERS HYDERABAD

Employer Signature

Employee Signature

#4-51/SLNT/L 603, Level 6, SLN Terminus, Beside Botanical Garden, Gachibowli, Hyderabad – 500 032. Telangana, India.
Tel: +91 40 2988 0313 / 14 Email : info@arkgroup.in. web: www.arkgroup.in

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5. **Leave**

You will be governed by the current Leave Policy of the company.

6. **Travel**

Whenever you are required to undertake travel on Company work, you will be reimbursed travel expenses as per Company rules.

7. **Retirement**

The normal retirement age of all employees is **60 years.**

8. **Responsibilities & Duties**

Work in the organization will be subjected to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be attentive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

9. **Confidentiality**

As an employee, you will be privy to sensitive and commercially valuable information concerning organization. Such information is deemed to be the property of the organization, and must not be disclosed during or after this employment to any third party. Hereby, you undertake to indemnify the organization and its affiliates from any loss or damage arising from any breach of this undertaking and can be terminated immediately for any such loss to the organization.

The information includes all kinds of documentation, printed or electronic, all kinds of software that are third party, company owned, or personally created.

The information pertaining to remuneration payable to you is CONFIDENTIAL and should not be shared with anyone other than the authorized representative(s) of the organization.

10. **Conflict of Interest**

You are forbidden to engage yourself in any other trade, or profession directly or indirectly and whether for gainful purpose.

11. **Intellectual Property**

During the period of your employment any inventions, creations, discoveries, patents, copyrights, improving designs, processes, etc. in relation to the business/ operations of the Organization, such developments should be fully communicated to the company and will be, and remain the sole right/ property of the Company. You will not have any right to claim the ownership of it and assign the same to the Company.

ARK BUILDERS HYDERABAD

Employer Signature

Employee Signature

#4-51/SLNT/L 603, Level 6, SLN Terminus, Beside Botanical Garden, Gachibowli, Hyderabad – 500 032. Telangana, India.
Tel: +91 40 2988 0313 / 14 Email : info@arkgroup.in. web: www.arkgroup.in

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ARK BUILDERS

Acceptance Instructions

- The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all other rules and regulations of the company as shall be in force, from time to time.
  In all matters, including those not specifically covered here you will be governed by the rules of the company framed from time to time or clarified or interpreted by/through the Management from time to time.

I have read the above terms and conditions of employment and would hereby confirm strict adherence to the same.

01/06/2021

(Signature and Date)

ARK BUILDERS HYDERABAD

Employer Signature

Employee Signature

#4-51/SLNT/L 603, Level 6, SLN Terminus, Beside Botanical Garden, Gachibowli, Hyderabad – 500 032. Telangana, India.
Tel: +91 40 2988 0313 / 14 Email : info@arkgroup.in. web: www.arkgroup.in

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Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000 F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor 841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Date: **12-02-2021**

Mr. Hitesh Sharma

OFFER AND APPOINTMENT LETTER

Dear Mr. Hitesh Sharma

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total**

Signature of the employee.....Hitesh.....
(Signifying acceptance)

SK

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Financial Inclusion Ltd
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idiary of IndusInd Bank Limited

minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

Signature of the employee....Hitesh.....
(Signifying acceptance)

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Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/

Signature of the employee.....Hitesh.....
(Signifying acceptance)

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embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

Signature of the employee.....Hitesh.....
(Signifying acceptance)

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Financial Inclusion Ltd
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NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

Signature of the employee.....Hitesh.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

Signature of the employee.....Hitesh.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Hitesh Sharma** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : Hitesh

Date : 26/2/21

Signature of the employee Hitesh
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....Hitesh...
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
(Formerly IFIL)

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

Date: **12-02-2021**

Mr. Sourav Ghosh

OFFER AND APPOINTMENT LETTER

Dear Mr. Sourav Ghosh

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees**

Signature of the employee Sourav Ghosh
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati
A 100% subsidiary of IndusInd Bank Limited

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)
Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in
Corporate Identity Number: U65999MH2018PLC312539
Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Private & Confidential

Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

Signature of the employee Somar Ghosh
(Signifying acceptance)

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

Sourav Ghosh

Signature of the employee.....
(Signifying acceptance)

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Signature of the employee.....Sonar Ghosh
(Signifying acceptance)

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from

Signature of the employee..Soman Ghosh.....
(Signifying acceptance)

the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.
You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.
u shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.
Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

Signature of the employee.....Sonar Ghosh
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Sourav Ghosh** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : Sourav Ghosh
Date : 26.02.2021

Signature of the employee Sourav Ghosh
(Signifying acceptance)

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

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Financial Inclusion Ltd
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Date: **12-02-2021**

Mr. Souvik Acharyya

OFFER AND APPOINTMENT LETTER

Dear Mr. Souvik Acharyya

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees**

Signature of the employee.....Souvik Acharyya
(Signifying acceptance)

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Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

Signature of the employee.....Sowik Acharyya
(Signifying acceptance)

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WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

SA

Signature of the employee.....Sowik Acharyya.
(Signifying acceptance)

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RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

SK

Signature of the employee.....Sowik Acharyya.
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

Signature of the employee.....Sowik Acharyya
(Signifying acceptance)

SA

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Financial Inclusion Ltd
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You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

Signature of the employee..... Sowik Acharyya
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Souvik Acharyya** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : Souvik Acharyya

Date : 22/02/21

Signature of the employee Souvik Acharyya
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
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ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....Sowik Acharyya
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati
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Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)
Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in
Corporate Identity Number: U65999MH2018PLC312539
Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Private & Confidential

Date: **12-02-2021**

Mr. Aayush Kumar

OFFER AND APPOINTMENT LETTER

Dear Mr. Aayush Kumar

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

Signature of the employee.....
(Signifying acceptance)

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

Signature of the employee.....
(Signifying acceptance)

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/

Signature of the employee.....
(Signifying acceptance)

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embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY
Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the

Signature of the employee .....
(Signifying acceptance)

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conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.
The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

Signature of the employee.....
(Signifying acceptance)

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You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Aayush Kumar** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : .....

Date : 26/02/21

Signature of the employee .....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....
(Signifying acceptance)

BHARAT
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Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)
Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in
Corporate Identity Number: U65999MH2018PLC312539
Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Private & Confidential

Date: **12-02-2021**

Mr. Anuj Vaishya

OFFER AND APPOINTMENT LETTER

Dear Mr. Anuj Vaishya

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....
(Signifying acceptance)

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PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

SK

Signature of the employee .....
(Signifying acceptance)

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WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have
- been convicted by any Court in India for an offence involving moral turpitude.

SK

Signature of the employee .....
(Signifying acceptance)

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RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Signature of the employee.....
(Signifying acceptance)

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Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from

Signature of the employee.....
(Signifying acceptance)

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the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

SK

Signature of the employee.....
(Signifying acceptance)

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Private & Confidential

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Anuj Vaishya** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : .....

Date : 26/2/21

Signature of the employee .....
(Signifying acceptance)

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ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		2,02,500
Total Cost to Company	39,375	6,75,000

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	10,00,000
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	2,05,000
Group Personal Accident cover	13,00,000

Signature of the employee.....
(Signifying acceptance)

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Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)
Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in
Corporate Identity Number: U65999MH2018PLC312539
Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Private & Confidential

Date: **12-02-2021**

Mr. Piyush Vaid

OFFER AND APPOINTMENT LETTER

Dear Mr. Piyush Vaid

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....Piyush Vaid.....
(Signifying acceptance)

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PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

SK

Signature of the employee...Pinjusk Vaid...
(Signifying acceptance)

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

SK

Signature of the employee..Pipul Vaid.....
(Signifying acceptance)

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

Signature of the employee.....Pinal Vaid.....
(Signifying acceptance)

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

Signature of the employee...Pramod Vail.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati
A 100% subsidiary of IndusInd Bank Limited

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.
We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Piyush Vaid** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : Piyush Vaid

Date : 26/2/21

Signature of the employee.....Piyush Vaid.....
(Signifying acceptance)

BHARAT Financial Inclusion Ltd
Prayaas se pragati
A 100% subsidiary of IndusInd Bank Limited

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....Piyush Vaid.....
(Signifying acceptance)

S/K

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

Date: **12-02-2021**

Mr. Abhinav Chaurasia

OFFER AND APPOINTMENT LETTER

Dear Mr. Abhinav Chaurasia

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....
(Signifying acceptance)

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PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

SL

Signature of the employee.....
(Signifying acceptance)

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Financial Inclusion Ltd
Prayaas se pragati

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TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

Signature of the employee.....
(Signifying acceptance)

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Financial Inclusion Ltd
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You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon

Signature of the employee.....
(Signifying acceptance)

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request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

Signature of the employee.....
(Signifying acceptance)

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JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.
Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.
We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

MRM Murali
Sr. Vice President
Human Resources

Bharat Financial Inclusion Limited
Hyderabad

I, **Abhinav Chaurasia** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : .....

Date : 26/02/21

Signature of the employee.....
(Signifying acceptance)

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Financial Inclusion Ltd
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ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....
(Signifying acceptance)

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BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

Date: **12-02-2021**

Mr. Gaurav Jha

OFFER AND APPOINTMENT LETTER

Dear Mr. Gaurav Jha

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees**

Signature of the employee.....Gaurav Jha.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Private & Confidential

Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

Signature of the employee..... Gaurav Jha
(Signifying acceptance)

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

Gaurav Jha

Signature of the employee.....
(Signifying acceptance)

SK

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

Signature of the employee.....Gaurav Jha.....
(Signifying acceptance)

SK

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

Signature of the employee.....Gaurav Jha.....
(Signifying acceptance)

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

Gaurav Jha

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Gaurav Jha** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : .....

Date : .....

Signature of the employee.....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Gaurav Jha

Signature of the employee.....
(Signifying acceptance)

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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Private & Confidential

Date: **12-02-2021**

Mr. Alok Arya

OFFER AND APPOINTMENT LETTER

Dear Mr. Alok Arya

We are pleased to appoint you for the role of **Divisional Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad-500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **General Manager 1** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees**

Signature of the employee.....
(Signifying acceptance)

Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22-02-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

Signature of the employee.....
(Signifying acceptance)

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

Signature of the employee.....
(Signifying acceptance)

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.
You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

Signature of the employee.....
(Signifying acceptance)

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

Signature of the employee.....
(Signifying acceptance)

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Alok Arya** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22-02-2021**

Signature : .....

Date : 26/02/21

Signature of the employee.....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....
(Signifying acceptance)

IBS ICFAI BUSINESS SCHOOL

Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

Fwd: Offer Letter

Ashish Upadhyay <sankey33.au@gmail.com> Sun, Aug 8, 2021 at 2:04 PM
To: Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

FYI.

---------- Forwarded message ---------
From: **Team HR** <notifications@coreel.com>
Date: Fri, Mar 5, 2021, 11:55 AM
Subject: Offer Letter
To: Ashish Upadhyay <sankey33.au@gmail.com>
Cc: <gladish.m@coreel.com>

Dear Ashish Upadhyay,

Congratulations!

Based on the series of discussions that you have had with a few of our CoreEL, we are extremely excited to have you on board with us and hope you carry the same level of excitement.

Please carefully review the enclosed offer letter. Once you have completed your review, please login to Workline, our HR system and confirm your offer acceptance.

Look forward to hearing back from you.

Initiate Offer Acceptance

Regards,
Team CoreEL

Note : This is a computer generated email, please do not reply.

3 attachments

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7K

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7K

Letter of Offer - Ashish R Upadhyay_05482021114812.pdf
253K

T	+91 80 4197 0400
F	+91 80 6688 5410
W	www.coreel.com

05-Mar-2021

To,

Ashish R Upadhyay
Hyderabad.

Letter of Offer

Dear Ashish,

With reference to your application and the subsequent interview, we are pleased to offer you a position of **Executive - Business Development** at **Hyderabad**. Your total Cost to the company inclusive of Company's contribution to Provident Fund will be **Rs. 6,97,230 /- (Rupees Six Lakhs Ninety Seven Thousand Two Hundred and Thirty only).**

You are required to join duties on or before **01-Apr-2021 at Bangalore**.

On the designated joining date please furnish the copy of following documents and bring the originals for verification.

1. Relieving Letter from all your last employers
2. Academic & Professional Qualification Certificate from **X** Std. onwards.
3. Pay Slip in respect of last drawn salary
4. Four Passport size photographs
5. Originals and Copy of PAN Card
6. Originals and Copy of Address Proof
7. Detail of PF Membership
8. Form 16 / Form 12 pertaining to Income – Tax deducted at Source from the previous employer.

Kindly confirm you acceptance of the offer by acknowledging the mail. The Appointment Letter will be issued to you on the day of your joining.

You may Contact HR Department at 080-41970400 for any further clarifications. We look forward to your acceptance of offer.

We welcome you to ***CoreEL*** family.

T	+91 80 4197 0400
F	+91 80 6688 5410
W	www.coreel.com

ANNEXURE

Ashish R Upadhyay

Executive - Business Development

SALARY STRUCTURE		
Sl.No.	**DESCRIPTION**	**AMOUNT(INR)**
A.	**Emoluments**	
1.	Basic Salary	21,100
2.	House Rent Allowance	8,440
3.	Leave Travel Allowance	1,750
4.	Telephone Reimbursement	800
5.	Internet Reimbursement	800
6.	Petrol Reimbursement	800
7.	Children Education Allowance	200
8.	Employer's Contribution to Provident Fund	2,532
9.	Special Allowance	14,203
	Monthly GROSS	**INR 50,625**
B.	**Annual Emoluments**	
1.	Performance Linked Variable Salary	67,500
	Annual GROSS	**INR 6,75,000**
C.	**Other Annual Benefits**	
1.	Medical Insurance	10,000
2.	Gratuity	12,230
	Total CTC	**INR 6,97,230**

Note: (i) Policy or Coverage's are entitled to undergo changes periodically during renewal.
(ii) Service agreement for two years is applicable from the date of joining.

T +91 80 4197 0400
F +91 80 6688 5410
W www.coreel.com

Other Benefits –

Benefit	Details	Coverage
Group Medical Insurance Coverage	As CoreEL employee, you and a maximum of 5 members of your family (family includes employee, spouse, two dependent children, dependent parents) are covered under the Group Medical Insurance policy	Rs. 300,000 per family
Accidental Insurance Coverage	Employees are covered under Personal Accident Policy	Rs. 10 lac per employee
Term Life Insurance Coverage	Employees are covered under Term Life Insurance	Two times to employee's Annual Gross CTC
SIM Card		
Data Card		

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Dated: February 15, 2021

OFFER LETTER

To
Mr. Akshay Mathur,
Pune.

This is with reference to your application and subsequent interviews you had with us. We are pleased to offer you the position of **Inside Sales Executive (M0)**

You are requested to join us on or before **March 1, 2021**. Your appointment shall be effective from **March 1, 2021,** in case, if you fail to join the company on your joining date , at the sole discretion of the company, the company might allow you to join at later date at its discretion and that date shall be treated as joining date.

Your Cost to Company basis will be **INR 7,12,620 per annum.** The detailed breakup of the compensation sheet has been shared with you on next page in Annexure B.
You would also be entitled for one-time travel reimbursement up to INR 4,000 at the time of joining upon producing the travel tickets (Boarding Pass in case of air tickets) and 10 days of guest house accommodation. However, in case you resign from the Organization within 1 year from your date of travel to Pune the entire travel reimbursement will be adjusted against your F & F.

You will be on probation for a period of six months from the date of your joining. Where after the probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation based on your on the job work performance. Unless confirmed in writing, you will be deemed as probationer after the completion of the initial or extended period of probation. During probation the notice period is 30 days and post confirmation it is 60 days.

We request you to submit the following documents on the date of joining.

i. One passport size photograph
ii. Self-attested photo copy of ID Proof (Driving License OR Voter ID)
iii. Self-attested photo copy of Address proof (Electricity Bill OR House Rent Agreement)
iv. Self-attested photo copy of Pan Card & Aadhar Card
v. Self-attested photo copies of the original documents of all your Educational Qualifications till date.
vi. Offer Letter and Appointment Letter of your last Organization whichever is applicable.
vii. Relieving Letter from your last organization.
viii. Form 16 from last employer or form 12 B
ix. Last 3 months salary slips of your previous organization.

Off No 201 & 2014, 2nd Floor, Pride House, University Circle, University Road

, Pune - 411 007| CIN:U72900MH2008PTC186743

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Please note that the terms and conditions of your employment are regulated by this Offer Letter read with the formal Appointment Letter which will be issued to you on your joining the Company.

You are requested to return the duplicate copy of the letter, duly signed by you as a token of your acceptance. We take this opportunity to welcome you to our organization & wish that you should have a long and successful association with us.

Annexure B

SALARY DETAILS

Name: Mr. Akshay Mathur
Designation: Inside Sales Executive (M0)
Location: Pune

Yearly Salary Components	Amount (INR)
Basic	2,00,000
House Rent Allowance	80,000
Leave Travel Allowance	16,667
Telephone/Internet Exp. Reimbursement	24,000
Food Coupon	24,000
Uniform Allowance	12,000
Flexible Benefit Package	1,21,733
Yearly Gross	**4,78,400**
PF Employer Contribution *	21,600
Fixed CTC	**5,00,000**
Gratuity	9,620
Group Health Insurance Premium	3,000
Variable Pay/Incentive***	2,00,000
Total CTC	**7,12,620**

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, Pune - 411 007| CIN:U72900MH2008PTC186743

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Note: -

1. ***Variable Performance Allowance/ Sales Incentive:** Depending on your & company performance this allowance may decrease or increase & payable as per the variable pay policy. This is just an indicative figure.
2. **Gratuity:** This is applicable at the time of exit only, if employee has completed 5 continuous years of service with the organization. If employee leaves the organization before completing 5 years, he /she is not eligible for gratuity.
3. **Group Medical Insurance:** Coverage up to 3 lakhs which include employee, spouse and first two children.
4. **Net Salary =** Gross - (PF employee contribution+ Professional Tax+ Income tax as applicable)
5. ***PF Employer Contribution:** Though shown as a part of CTC is not deducted from your gross salary.
6. ****Ex-Gratia:** Only for applicable employees as per the Bonus Act.

Note:

1. Cab Service to be provided to the employees as per the company policy.

2. Shift Allowance: Payable for applicable employees working in US and APAC shift as per the policy.

3. Company can deploy you in either APAC OR EMEA or US Shift depending on the requirement.

For Screen Magic Mobile Media Pvt Ltd.

DocuSigned by:
D05E6C46D7CA4E0...
Sandip More
CTO

Acceptance:
I accept this offer for the position described above, with the understanding that this offer is conditional upon submission and approval of relevant documents and references specified by me earlier.

Date: Place: Signature:

Off No 201 & 2014, 2nd Floor, Pride House, University Circle, University Road

, Pune - 411 007| CIN:U72900MH2008PTC186743

Ref No. 300817 Private &Confidential

Date: 15 February 2021

Ms. Shristy Choudhary,
Katara Hills E-24
Ester Lily Park City
Sector 3, Huzur Bag Mungalia
Bhopal - 462043

Dear Shristy Choudhary,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **MT-HR- Talent Acquisition** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **1 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 4,50,000/- (Rupees Four Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 300817

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

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10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

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12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

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16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **19 July 1998** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

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20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 300817

Annexure – I

Compensation Structure

Name:	Shristy Choudhary	Designation:	MT-HR- Talent Acquisition
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	15,000	180,000
HRA	9,000	108,000
Other Allowance	9,711	116,532
Provident Fund (Employer Contribution)	1,800	21,600
Advance Bonus	1,989	23,868
Fixed CTC	37,500	4,50,000

(Rupees Four Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Annexure – II

Roles & Responsibilities

Name:	Shristy Choudhary	Designation:	MT-HR- Talent Acquisition
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Mt-Hr-Talent Acquisition		

Your role involves following main activities and responsibilities:

- Job Description: · Responsible for creating Job Description for the positions assigned in co-ordination with the Line Manager. · Understand the business needs and Source/Head Hunt the right candidate for the right role · Talent/Resource mapping of potential candidates by ways of industry/compensation benchmarking. · Work on job portals, social media, Recruitment vendors to source candidates. · Create a robust sourcing plan to attract active/passive candidates and build a strong pipeline of potential candidates. · Come up with innovative methods on modern hiring techniques and introduce Industry Best Practices · Responsible for preparing the Campus Recruitment plan to meet hiring needs of the organization. Connect with Tier1 and Tier2 colleges to augment the relationship with premier business schools. · Should be able to reduce cost of hiring by way of increasing the internal sourcing capabilities and building own data · Work closely with the Business Partners and ensure TAT based hiring

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Micron

February 24, 2021

Sri Sowmya Padala
Dr.no:71-31-107/A, ASRR Colony, Malkapuram
Visakhapatnam, Andhra Pradesh - 530011
7337279879
srisowmya.sjc@gmail.com

Dear Sri Sowmya Padala:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

1. **Commencement**

Subject to the conditions set out in **section 9** of this offer letter, your employment with Micron will commence on **May 13, 2021.**

2. **Position**

Micron will employ you on a full-time basis in the position of **Associate IT Business Analyst,** or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the **Sr Manager - IT Office Of CIO** and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

3. **Term**

Your employment is intended to be for an indefinite term, subject to:

(a) Your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);

(b) The conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);

(c) If relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and

(d) Termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

5. Remuneration

Fixed Salary

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of **INR 650000** per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

(a) basic salary (**Basic Salary**) at a rate equal to **INR 325000** per year; and

(b) allowances equal to, annually:

(i)	House rent allowance	**INR 130000**
(ii)	Special allowance	**INR 195000**

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

Discretionary Allowances

Micron will pay you the following discretionary allowances:

(a) Medical expense allowance — INR15,000 per year
(payable monthly on a pro-rata basis)

(b) Leave travel allowance* — INR41,000 per year
(*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

Discretionary Incentive Pay

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is **10%** of your Fixed Salary.

Employee Provident Fund

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

6. Leave

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

7. Discretionary Benefits

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

Insurance

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.'

8. Additional Contractual Terms

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at new_hire_cert@micron.com and to your supervisor at Micron.

9. Conditions on this Offer

This offer of employment and your commencement of employment with Micron is conditional upon:

(a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;

(b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;

(c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment; and

(d) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are NOT a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately,* to permit us to request an export control license for you if necessary.

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely

Sharmila Khan

Sharmila Khan
Director, HRBP (India)

To: Micron Technology Operations India LLP

I, **Sri Sowmya Padala**, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

Sowmya

Signature

03/01/2021

Date (mm/dd/yyyy)

ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE (FOR INFORMATION PURPOSES)

Compensation

Fixed Salary

• Basic Salary	**INR 325000**
• House Rent Allowance	**INR 130000**
• Special Allowance	**INR 195000**
Total	**INR 650000**
Employer Provident Fund Contributions	**INR 39000**
Discretionary Allowances	
• Medical Expense Allowance	**INR 15000**
• Leave Travel Allowance	**INR 41000**
Discretionary Incentive Target	**INR 65000**
TOTAL	**INR 810000**

*Hyderabad Benefits**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

**All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

Sowmya

ANNEXURE B

Master's Degree – Engineer

1. The fact that you are obtaining a Master's Degree has been taken into consideration in determining your position in Micron and the Basic Salary offered to you, and has been a material factor in Micron's decision to offer employment to you.

2. You must submit to the HR Department of Micron by August 31, 2021, an original copy of the notification of examination results stating that you have passed the final examination, or the proof of submission of thesis, each as issued by the Registrar of your university for the Degree of Master of Business Administration.

3. You must also submit by August 31, 2021 an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron.

4. If you do not obtain your Degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.

5. You will keep Micron duly informed of any delay in the completion of the above Master's Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

1 Your Duties

1.1 You must:

(a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;

(b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;

(c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;

(d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and

(e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

(a) act in conflict with Micron's best interests; or

(b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

4 Expenses

Micron will reimburse you for all work-related expenses:

(a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);

(b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;

(c) which are approved by an authorized Micron representative; and

(d) are otherwise incurred and claimed in accordance with applicable Micron policy.

5 Leave

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

6 Termination

6.1 Your employment may be terminated at any time:

(a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or

(b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

(a) not attend for work or contact any customers or clients; and/or

(b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

(a) if you are guilty of misconduct, including, without limitation:

(i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;

(ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

clause 6.4 or taking any other disciplinary action.

6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).

6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.

6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).

6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

7 What Happens After the Termination of Employment

7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.

7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

8 Remuneration

8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.

8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

9 Compliance

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

10 Data Protection

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

11 Employee Surveillance

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

12 Warranty

You warrant that:

(a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;

(b) you having provided Micron with information that is true and complete in all respects;

(c) your employment with Micron will not violate any agreement with, or rights of, any third party;

(d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

(e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.

(f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and

(g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

13 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

14 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

15 Additional Remedies

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

16 Successors and Assigns

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

17 Entire Agreement

This Agreement and the Confidentiality and Intellectual Property Agreement:

(a) constitute the entire agreement between the parties as to their subject matter; and

(b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

18 Headings

Headings are for ease of reference only and do not affect the meaning of this Agreement.

19 Alteration and Exercise of Rights

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20 Governing Law

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

21 Definitions

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

PADALA SRI SOWMYA

Name

Sowmya (03/01/2021)

Signed and Dated (mm/dd/yyyy)

Febraury 24, 2021

Samiksha Dash
A/,Sector 4
Rourkela,Odisha - 769002
9022751249
dashsamiksha21@gmail.com

Dear Samiksha Dash:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

1. Commencement

Subject to the conditions set out in **section 9** of this offer letter, your employment with Micron will commence on **May 13, 2021.**

2. Position

Micron will employ you on a full-time basis in the position of **Associate IT Business Analyst,** or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the **Sr Manager - IT Office Of CIO** and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

3. Term

Your employment is intended to be for an indefinite term, subject to:

(a) Your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);

(b) The conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);

(c) If relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and

(d) Termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

5. Remuneration

Fixed Salary

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of **INR 650000** per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

(a) basic salary (**Basic Salary**) at a rate equal to **INR 325000** per year; and

(b) allowances equal to, annually:

(i)	House rent allowance	**INR 130000**
(ii)	Special allowance	**INR 195000**

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

Discretionary Allowances

Micron will pay you the following discretionary allowances:

(a) Medical expense allowance — INR15,000 per year
(payable monthly on a pro-rata basis)

(b) Leave travel allowance* — INR41,000 per year
(*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

Discretionary Incentive Pay

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is **10%** of your Fixed Salary.

Employee Provident Fund

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

6. Leave

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

7. Discretionary Benefits

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

Insurance

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.'

8. Additional Contractual Terms

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at new_hire_cert@micron.com and to your supervisor at Micron.

9. Conditions on this Offer

This offer of employment and your commencement of employment with Micron is conditional upon:

(a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;

(b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;

(c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment; and

(d) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are *NOT* a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately,* to permit us to request an export control license for you if necessary.

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely

Sharmila Khan
Director, HRBP (India)

To: Micron Technology Operations India LLP

I, **Samiksha Dash**, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

_____ _____

Signature Date (mm/dd/yyyy)

ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE (FOR INFORMATION PURPOSES)

Compensation

Fixed Salary

- Basic Salary **INR 325000**
- House Rent Allowance **INR 130000**
- Special Allowance **INR 195000**

Total **INR 650000**

Employer Provident Fund Contributions **INR 39000**

Discretionary Allowances

- Medical Expense Allowance **INR 15000**
- Leave Travel Allowance **INR 41000**

Discretionary Incentive Target **INR 65000**

TOTAL **INR 810000**

*Hyderabad Benefits**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

**All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

ANNEXURE B

Master's Degree – Engineer

1. The fact that you are obtaining a Master's Degree has been taken into consideration in determining your position in Micron and the Basic Salary offered to you, and has been a material factor in Micron's decision to offer employment to you.

2. You must submit to the HR Department of Micron by August 31, 2021, an original copy of the notification of examination results stating that you have passed the final examination, or the proof of submission of thesis, each as issued by the Registrar of your university for the Degree of Master of Business Administration.

3. You must also submit by August 31, 2021 an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron.

4. If you do not obtain your Degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.

5. You will keep Micron duly informed of any delay in the completion of the above Master's Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

1 Your Duties

1.1 You must:

(a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;

(b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;

(c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;

(d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and

(e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

(a) act in conflict with Micron's best interests; or

(b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

4 Expenses

Micron will reimburse you for all work-related expenses:

(a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);

(b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;

(c) which are approved by an authorized Micron representative; and

(d) are otherwise incurred and claimed in accordance with applicable Micron policy.

5 Leave

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

6 Termination

6.1 Your employment may be terminated at any time:

(a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or

(b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

(a) not attend for work or contact any customers or clients; and/or

(b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

(a) if you are guilty of misconduct, including, without limitation:

(i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;

(ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

clause 6.4 or taking any other disciplinary action.

6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).

6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.

6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).

6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

7 What Happens After the Termination of Employment

7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.

7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

8 Remuneration

8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.

8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

9 Compliance

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

10 Data Protection

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

11 Employee Surveillance

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

12 Warranty

You warrant that:

(a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;

(b) you having provided Micron with information that is true and complete in all respects;

(c) your employment with Micron will not violate any agreement with, or rights of, any third party;

(d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

(e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.

(f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and

(g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

13 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

14 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

15 Additional Remedies

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

16 Successors and Assigns

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

17 Entire Agreement

This Agreement and the Confidentiality and Intellectual Property Agreement:

(a) constitute the entire agreement between the parties as to their subject matter; and

(b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

18 Headings

Headings are for ease of reference only and do not affect the meaning of this Agreement.

19 Alteration and Exercise of Rights

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20 Governing Law

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

21 Definitions

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

_____

Name

_____

Signed and Dated (mm/dd/yyyy)

February 24, 2021

Sowmya Ramanathan
Flat no: g1-308, Indu Aranya Pallavi Apartments,Nagole
Hyderabad, Telangana - 500068
9160003735
ramanathan.sowmya97@gmail.com

Dear Sowmya Ramanathan:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

1. Commencement

Subject to the conditions set out in **section 9** of this offer letter, your employment with Micron will commence on **May 13, 2021.**

2. Position

Micron will employ you on a full-time basis in the position of **Associate IT Business Analyst,** or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the **Sr Manager - IT Office Of CIO** and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

3. Term

Your employment is intended to be for an indefinite term, subject to:

(a) Your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);

(b) The conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);

(c) If relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and

(d) Termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

5. Remuneration

Fixed Salary

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of **INR 650000** per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

(a) basic salary (**Basic Salary**) at a rate equal to **INR 325000** per year; and

(b) allowances equal to, annually:

(i)	House rent allowance	**INR 130000**
(ii)	Special allowance	**INR 195000**

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

Discretionary Allowances

Micron will pay you the following discretionary allowances:

(a) Medical expense allowance — INR15,000 per year
(payable monthly on a pro-rata basis)

(b) Leave travel allowance* — INR41,000 per year
(*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

Discretionary Incentive Pay

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is **10%** of your Fixed Salary.

Employee Provident Fund

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

6. Leave

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

7. Discretionary Benefits

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

Insurance

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.'

8. Additional Contractual Terms

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at new_hire_cert@micron.com and to your supervisor at Micron.

9. Conditions on this Offer

This offer of employment and your commencement of employment with Micron is conditional upon:

(a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;

(b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;

(c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment; and

(d) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are *NOT* a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately,* to permit us to request an export control license for you if necessary.

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely

Sharmila Khan
Director, HRBP (India)

To: Micron Technology Operations India LLP

I, **Sowmya Ramanathan**, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

_____ _____

Signature Date (mm/dd/yyyy)

ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE (FOR INFORMATION PURPOSES)

Compensation

Fixed Salary

- Basic Salary **INR 325000**
- House Rent Allowance **INR 130000**
- Special Allowance **INR 195000**

Total **INR 650000**

Employer Provident Fund Contributions **INR 39000**

Discretionary Allowances

- Medical Expense Allowance **INR 15000**
- Leave Travel Allowance **INR 41000**

Discretionary Incentive Target **INR 65000**

TOTAL **INR 810000**

*Hyderabad Benefits**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

**All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

ANNEXURE B

Master's Degree – Engineer

1. The fact that you are obtaining a Master's Degree has been taken into consideration in determining your position in Micron and the Basic Salary offered to you, and has been a material factor in Micron's decision to offer employment to you.

2. You must submit to the HR Department of Micron by August 31, 2021, an original copy of the notification of examination results stating that you have passed the final examination, or the proof of submission of thesis, each as issued by the Registrar of your university for the Degree of Master of Business Administration

3. You must also submit by August 31, 2021 an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron.

4. If you do not obtain your Degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.

5. You will keep Micron duly informed of any delay in the completion of the above Master's Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

1 Your Duties

1.1 You must:

(a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;

(b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;

(c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;

(d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and

(e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

(a) act in conflict with Micron's best interests; or

(b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

4 Expenses

Micron will reimburse you for all work-related expenses:

(a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);

(b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;

(c) which are approved by an authorized Micron representative; and

(d) are otherwise incurred and claimed in accordance with applicable Micron policy.

5 Leave

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

6 Termination

6.1 Your employment may be terminated at any time:

(a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or

(b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

(a) not attend for work or contact any customers or clients; and/or

(b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

(a) if you are guilty of misconduct, including, without limitation:

(i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;

(ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

clause 6.4 or taking any other disciplinary action.

6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).

6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.

6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).

6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

7 What Happens After the Termination of Employment

7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.

7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

8 Remuneration

8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.

8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

9 Compliance

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

10 Data Protection

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

11 Employee Surveillance

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

12 Warranty

You warrant that:

(a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;

(b) you having provided Micron with information that is true and complete in all respects;

(c) your employment with Micron will not violate any agreement with, or rights of, any third party;

(d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

(e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.

(f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and

(g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

13 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

14 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

15 Additional Remedies

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

16 Successors and Assigns

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

17 Entire Agreement

This Agreement and the Confidentiality and Intellectual Property Agreement:

(a) constitute the entire agreement between the parties as to their subject matter; and

(b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

18 Headings

Headings are for ease of reference only and do not affect the meaning of this Agreement.

19 Alteration and Exercise of Rights

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20 Governing Law

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

21 Definitions

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

_____

Name

_____

Signed and Dated (mm/dd/yyyy)

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Job Confirmation - Priyanka

hr <hr@appliedsynergy.tech> Thu, Feb 18, 2021 at 10:09 AM
To: Rajiths <rajiths@ibsindia.org>, Gmadhavi <gmadhavi@ibsindia.org>
Cc: tarun <tarun@appliedsynergy.tech>, teja <teja@appliedsynergy.tech>

Dear Rajith,

Ms. Priyanka Kakarla has been selected for the position of Digital Marketing with Rs.5,00,000/- CTC per Annum and she is going to join on 01.03.2021.

Thank you for your support.

Thanks & Regards
Siripuram Sumapriya
9573558998

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/153

To
Saloni
C/O Sanjay Kumar, Qr No: MC-17,
Gogna Colony, DVC, Maithon,
Dhanbad, Jharkhand, 828207.

Dear Saloni **,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **756000**/- per annum (**Rupees Seven Lakh Fifty Six Thousand**) per annum and the Variable Compensation will be INR **84000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
    - **Education - SSC, Intermediate, Degree & PG (as applicable)**
    - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
    - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

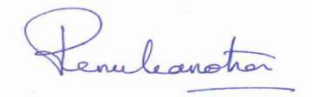

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	16000
H R A (Per Month)	6400
C P F (Per Month)	1920
Lunch (Per Month)	1100
Special Pay (Per Month)	37580
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**756000**
Variable Pay @ 100% accrual per annum –B	**84000**
Total (A+B)	**840000**

Other Benefits

Leave Encashment (Per Annum)	8000
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10909
Total Benefits (Per Annum) *C	**51909**

Cost To Company (CTC); (A+B+C) Per Annum = INR 891909/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/154

To
Pulkit Vyas
RZ-71-T-Extension, Vishwas Park,
Uttam Nagar, New Delhi-110059

Dear **Pulkit,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **756000**/- per annum (**Rupees Seven Lakh Fifty SixThousand**) per annum and the Variable Compensation will be INR **84000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
   - **Education - SSC, Intermediate, Degree & PG (as applicable)**
   - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
   - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

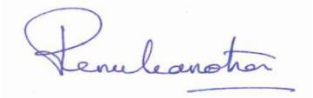

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	16000
H R A (Per Month)	6400
C P F (Per Month)	1920
Lunch (Per Month)	1100
Special Pay (Per Month)	37580
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**756000**
Variable Pay @ 100% accrual per annum –B	**84000**
Total (A+B)	**840000**

Other Benefits

Leave Encashment (Per Annum)	8000
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10909
Total Benefits (Per Annum) *C	**51909**

Cost To Company (CTC); (A+B+C) Per Annum = INR 891909/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/155

To
Varun Viswanathan
138/3, Sakthi Nagar Main Road,
Sakthi Nagar, Thindal, Erode,
Tamil Nadu - 638012.

Dear **Varun,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
    - **Education - SSC, Intermediate, Degree & PG (as applicable)**
    - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
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3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

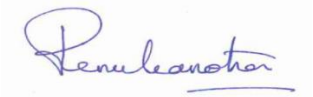

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	15000
H R A (Per Month)	6000
C P F (Per Month)	1800
Lunch (Per Month)	1100
Special Pay (Per Month)	18100
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/156

To
Debidutta pradhan
Room no. 315 khandagiri hostel,
subhrajyoti NTPC, Darlipali,
Jharsuguda-770072.

Dear **Debidutta,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

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Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

infor

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	15000
H R A (Per Month)	6000
C P F (Per Month)	1800
Lunch (Per Month)	1100
Special Pay (Per Month)	18100
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted : Accepted
Signature :
Date : 4/3/2021

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/161

To
Pooja. B
B Krishna Rao PGT, Govt.
Senior Secondary School,
Haddo Telugu Medium, Haddo, Port Blair,
Andaman & Nicobar Islands- 744102.

Dear **Pooja.,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

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Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

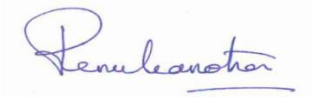

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
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C P F (Per Month)	1800
Lunch (Per Month)	1100
Special Pay (Per Month)	18100
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/169

To
Harshada Chandrakant Mahindrakar
FL no- 22, Kirti Hou Soc,
RH-192, G- Block,
Thermax Chowk Pune, 411019.

Dear **Harshada,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

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    - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

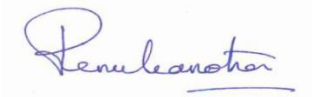

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	15000
H R A (Per Month)	6000
C P F (Per Month)	1800
Lunch (Per Month)	1100
Special Pay (Per Month)	18100
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/162

To
Peri Lalitha Lavanya
C-184, Phase 2,
Near Mahesh Bank, Vanasthalipuram,
Hyderabad, Telangana-500070.

Dear **Lalitha,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
    - **Education - SSC, Intermediate, Degree & PG (as applicable)**
    - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
    - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

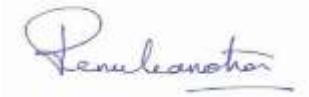

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	15000
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Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted : Yes

Signature :

Date : 03/03/2021

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/170

To
Komal Sukheja
Hno. 163 Sindhi Colony, Gumanpura,
Kota (Rajasthan), 324007.

Dear **Komal,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
   - **Education - SSC, Intermediate, Degree & PG (as applicable)**
   - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
   - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
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5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

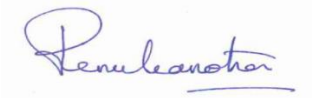

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

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Basic (Per Month)	15000
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Leave Encashment (Per Annum)	7500
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Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/163

To
Pruthvi Raj Jakilanki
9-36/5/7, t-2,
Karumuri towers, , kommadhi,
Madhurwada, visakhapatnam,
Aandhra pradesh- 530048.

Dear **Pruthvi,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **504000/-** per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000/- (0)** per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
   - **Education - SSC, Intermediate, Degree & PG (as applicable)**
   - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
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Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

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Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted : YES, ACCEPTED
Signature : (PRUTHVI RAJ)
Date : 03/03/2021

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SelectHub

March 3, 2021

Kairavi Gupta
Flat No. 207, Gems Court Apartment, 223 Faizabad Road,
Lucknow, Uttar Pradesh 226007
India
Email: kairavigupta1997@gmail.com

Re: "Software Research Analyst" position at SelectHub

Dear Kairavi:

On behalf of Abuyo, Inc. d/b/a SelectHub ("SelectHub" or "Company"), I am very pleased to work with you on a non-exclusive contract basis for the above referenced position. This letter will outline the terms and conditions of this engagement:

1. Title: Software Research Analyst
2. Reporting into: Program Delivery Team
3. Start Date: No later than March 15, 2021
4. Base Compensation: To be paid as outlined in accompanying Agency Agreement
5. Other Compensation: To be paid pursuant to the attached Agency Agreement
6. The enclosed Agent Agreement and Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement must be reviewed, initialed on each page and signed at the bottom.

Only SelectHub's CEO has the authority to change the terms of an engagement, and the CEO may do so only in writing; so you may not rely on any written assurance from any other person or on the verbal assurance, conduct or custom of any person regarding the term or any other condition of this engagement.

SelectHub has extended this engagement offer based on the information you have provided. By accepting this position, you are agreeing that SelectHub will have no liability for engaging you based on any false or incomplete information or for failing to engage you or for discharging you if SelectHub learns such information was false or incomplete. SelectHub may make additional inquiries of you, your references, prior employers or any third party it deems appropriate to verify and evaluate your experience and qualifications to carry out the duties of the position you have been offered.

DS
kG

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SelectHub

SelectHub in its sole discretion may at any time change its personnel/agency policies and may also change your responsibilities. Other details regarding your compensation and commission may be changed, provided both you and the Company agree. Latter changes, if any, will be documented in writing as an Addendum to the accompanying Agreement or via another Agreement.

Please acknowledge your agreement with the terms of this letter and return it to us via email or DocuSign.

Again, congratulations and welcome to SelectHub! Please feel free to contact me at anytime with any question you have about this engagement, the Company or any other matter this letter considers.

Very truly yours,

SelectHub

Venkat Devraj

Venkat Devraj, CEO

Acknowledged and Accepted:

DocuSigned by:
Kairavi Gupta
73C7B2D49BDC462...
Dated: 3/4/2021

Kairavi Gupta

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AGENT AGREEMENT

THIS AGREEMENT is made and entered into on March 3, 2021, by and between Abuyo, Inc. ("Abuyo", "SelectHub" or "Company") and Kairavi Gupta ("Agent").

This Agreement sets forth the relationship between the parties and the manner in which compensation will be paid to Agent.

1. **Definitions**:
    a. "Start Date" is the date from which Agent will begin work for the Company, which is being defined as March 15, 2021.
    b. The scope of work includes but is not limited to market research, analyzing data related to software vendors and products in specific software categories, compiling and curating accurate research content including but not limited to requirements templates, vendor / product scorecards and leaderboards, compiling good quality product screenshots and demo videos, liaising with vendor representatives for SelectHub RFI (request-for-information), new content creation, as well as content scraping and entry into SelectHub or other systems, building specifications and documentation, and other tasks as requested by SelectHub management from time to time ("Scope of Work").

2. **Compensation.** Company will pay Agent a certain Base Compensation related to the amount of work done by Agent per Scope of Work documented above and as per the following:

    Base Compensation: Agent agrees to devote a minimum of 40 hours per week pursuing activities that are deemed as being within the Scope of Work (as documented above) on a full-time, dedicated basis for the Company per the following work hours: 8am to 5pm Denver Time (US Mountain Time), unless such hours are changed by SelectHub. There may be occasional extended work hours, wherein Agent may need to work longer hours or during the weekends (Saturday and/or Sunday) or other holidays to accomplish the goals set out by SelectHub.

    Agent's day-to-day efforts and quality of results will be measured by the supervisor assigned to oversee Agent's work on a regular basis. In exchange for this work, Company will pay Agent a monthly Base Compensation of INR 52,000 (equating to annually INR 624,000). The Base Compensation will be paid out on a monthly basis prorated to any start or termination date, or any excess leaves taken during the pay period. If the first month worked will be a partial month, Agent's first payment may be pro-rated for the remainder of month, and paid out at the end of first complete month of work.

    Work From Home / Benefits Allowance: An additional payment of INR 3,000 (equating to annually INR 36,000) will be paid to you for:
    - Ensuring that your at-home Internet and Mobile Phone connectivity and associated services such as Skype, Phone / VoIP, etc. are adequately functional

and maintained such that you are able to work from home in a productive manner, as per expectations shared with you by the SelectHub supervisor.

- Part of this allowance is also meant to help subsidize any health insurance and associated costs you will be incurring.

3. **Personal Time Off (PTO), Sick Leaves and Holidays.** PTOs and Sick Leaves are granted according to Company's policies in the US, and will be as per accompanying Staff Handbook. It comprises 1 day PTO per month worked, after the initial probationary period. Also, please note that PTOs, Sick Leaves and other holidays are not cashable in the event of termination of this Agreement. Sick leaves are provided as a courtesy for taking requisite time off in the event of your sickness only (and cannot be applied towards any other reason, including to tend to any family members being sick). PTOs are to be taken in minimum increments of half-days (4 hours).

   Please note that the Company provides 6 paid holidays per year. Since the set paid holidays follow primarily the US based holidays, we allow flexibility for our Indian team to take these days as "floating holidays" to celebrate other US or India-specific holidays and festivals, at your discretion, and subject to your supervisor's approval. For e.g., on US Labor Day holiday (first Monday in September), you can choose to work and instead take Diwali Day off.

4. **Activity Log and Marketing Forecasting Reports.** Agent will maintain and provide the Company and his assigned supervisor with an activity log sheet report via Hubstaff or other system on a daily basis. Access to such system(s) shall be provided by Company.

5. **Expenses.** Company will reimburse Agent for reasonable expenses necessarily incurred in relation to the above Scope of Work for the Company. Agent will not incur expenses without first receiving authorization from the Company's CEO. Agent shall submit an expense report, with receipts, to the Company on a monthly basis, and the Company shall pay the expenses within 30 days after receipt. Expense reports and receipts submitted to Company 60 days after they have occurred on a normal basis, and 30 days after they have occurred during the month of December, will not be accepted and reimbursed by Company.

6. **Laptop.** SelectHub will provide a laptop to the Agent. Until SelectHub does so, Agent will use his own laptop to perform the work assigned to him by SelectHub. Once the SelectHub-supplied laptop is provided to Agent, he will transfer the work to that laptop and only use it for SelectHub work-related purposes.

7. **Authority**. Agent is not authorized to enter into any binding agreements with any third-parties regarding SelectHub.

8. **Other Employment.** Agent will not accept part-time, full-time or other contract employment with any other third party during his tenure with SelectHub.

9. **Termination.** Either party may terminate this Agreement at any time, with or without cause. In case the Agent would like to terminate the Agreement, he can do so with a minimum of 90

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days notice to the Company, which the Company may opt to waive or reduce at its sole discretion. If Agent is terminated for any reason, Agent shall be paid Base Compensation through the date of termination. The payment shall be made in accordance with this Agreement and there shall be no acceleration of any payment. Agent shall not be entitled to any other payments. If this Agreement is terminated, the Agent agrees to provide accurate status reports and Activity Logs for the concluding week(s) with full and complete details of all work done during such period. Agent also agrees to the safe return to the Company of all Company items in Agent's possession, including but not limited to laptop, hardware, software, building access cards/keys, parking tags, and any other items within 24 hours after such termination (by "safe return" we mean to return the undamaged company property to a qualified company representative or initiate shipment via an insured carrier). Agent understands that such failure to perform termination-related tasks as listed here, are grounds for non-payment of any outstanding Compensation by Company.

10. **Modifications**. Company may modify the terms of this Agreement at any time in its sole discretion. Such modification shall not reduce any Compensation earned as of the date of the modification.

11. **Non-Exclusivity for Company.** This Agreement is not exclusive with regard to personnel or territory and Company may engage other personnel to handle any matter within the Scope of Work. Agent agrees to follow any specific guidelines provided by Company in this regard.

12. **Independent Contractor.** This Agreement calls for the performance of the services of the Agent, as an independent contractor. Agent shall be responsible for his own benefits and taxes, including all country, state and local taxes, workers compensation insurance, medical insurance, liability insurance and unemployment insurance.

13. **Confidentiality.** Agent agrees to comply with the terms of the Proprietary Information, Inventions, Non-Competition, and Non-Solicitation Agreement executed contemporaneously with this Agreement.

14. **Applicable Law.** The laws of the State of Colorado, USA shall govern this contract and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the County of Denver, State of Colorado, USA and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, USA and more specifically, Denver County District Court, Colorado, USA.

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This Agreement and any fully-executed attachments constitute the entire Agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous proposals or agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Abuyo and Agent. Both the Company and the Agent agree that any breach of any clauses in this Agreement will cause irreparable harm to the non-breaching party, for which damages would not be an adequate remedy, and, therefore, the non-breaching party will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. The parties agree to submit any dispute between them to arbitration under the rules of the American Arbitration Association. The order of the clauses in this Agreement are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Agent	Abuyo, Inc.
DocuSigned by: Kairavi Gupta 73C7B2D49BDC462...	
Kairavi Gupta	Venkat Devraj, CEO

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SelectHub
an Abuyo company

PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT

This Proprietary Information, Inventions, Non-competition, and Non-solicitation Agreement ("Agreement") is made in consideration for my contractual relationship or continued contractual relationship by **ABUYO, INC.** or its subsidiaries or affiliates (the "Company"), and the compensation now and hereafter paid to me. I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my contract and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, personally identifying or proprietary information of investors, suppliers, customer and users; and (c) information regarding the skills and compensation of other employees or contractors of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my contract and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my period of work with the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company or include in my work any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "**Proprietary Rights" s**hall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my contract with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on

DS
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Exhibit A (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my contract with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my contract with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my contract with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 Nonassignable Inventions. I recognize that, in the event of a specifically applicable state law, regulation, rule, or public policy ("Specific Inventions Law"), this Agreement will not be deemed to require assignment of any invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such invention was, for example, developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secrets and neither related to the Company's actual or anticipated business, research or development, nor resulted from work performed by me for the Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

2.5 Obligation to Keep Company Informed. During the period of my contract and for twelve (12) months after the last day of my contract with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of my contract. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of a Specific Inventions Law; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under a Specific Inventions Law.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my contract with the Company and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing,

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sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my contract, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. NO CONFLICTS OR SOLICITATION. I acknowledge that during my contract I will have access to and knowledge of Proprietary Information. To protect the Company's Proprietary Information, I agree that during the period of my contract with the Company I will not, without the Company's express written consent, engage in any other employment or business activity directly related to the business in which the Company is now involved or becomes involved, nor will I engage in any other activities which conflict with my obligations to the Company. For the period of my contract with the Company and continuing until (a) twelve (12) months after my last day of my contract with the Company if I terminate my contract with Good Reason (as defined below) or the Company terminates my contract without Cause (as defined below) or (b) two (2) years after my last day of my contract with the Company if I terminate my contract without Good Reason or the Company terminates my contract for Cause, I will not (x) directly or indirectly induce any employee or contractor of the Company to terminate or negatively alter his or her relationship with the Company, (y) solicit the business of any client, customer, user, or investor of the Company (other than on behalf of the Company) or (z) induce any customer, investor, user, supplier, vendor, consultant or independent contractor of the Company to terminate or negatively alter his, her or its relationship with the Company. If any restriction set forth in this Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

4. COVENANT NOT TO COMPETE. I acknowledge that during my contract I will have access to and knowledge of Proprietary Information. To protect the Company's Proprietary Information, I agree that during my contract with the Company whether full-time or half-time and for a period of (a) twelve (12) months after my last day of my contract with the Company if I terminate my contract with Good Reason or the Company terminates my contract without Cause or (b) two (2) years after my last day of my contract with the Company if I terminate my contract without Good Reason or the Company terminates my contract with Cause, I will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in a Restricted Business (as defined below) in a Restricted Territory (as defined below). It is agreed that ownership of (i) no more than one percent (1%) of the outstanding voting stock of a publicly traded corporation, or (ii) any stock I presently own shall not constitute a violation of this provision.

4.1 Reasonable. I agree and acknowledge that the time limitation on the restrictions in this paragraph, combined with the geographic scope, is reasonable. I also acknowledge and agree that this paragraph is reasonably necessary for the protection of Company's Proprietary Information as defined in paragraph 1.2 herein, that through my contract I shall receive adequate consideration for any loss of opportunity associated with the provisions herein, and that these provisions provide a reasonable way of protecting Company's business value which will be imparted to me. If any restriction set forth in this paragraph 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

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4.2 As used herein, the terms:

(i) "**Cause**" shall mean the occurrence of one or more of the following: (a) my conviction of, or plea of guilty or no contest with respect to, a felony or a crime involving moral turpitude or dishonesty; (b) material damage to the Company's property intentionally caused by me or due to my gross negligence; (c) a material breach by me of this Agreement, which breach is not cured, if capable of being cured, within ten (10) days following receipt of written notice from the Company's Board of Directors (d) I willfully and materially disobey the lawful directives of the Company's Board of Directors; (e) the Board of directors determines that I have materially failed adequately to perform my job duties, and such failure is not cured, if capable of being cured, within thirty (30) days following receipt of written notice from the Company's Board of Directors; (g) I have engaged in acts that constitute sexual or other forms of illegal harassment or discrimination as an employee or contractor of the Company; or (h) I violate my fiduciary duty to the Company or my duty of loyalty to the Company;

(ii) "**Good Reason**" shall mean shall mean the occurrence of one or more of the following: (a) any requirement that I relocate to a work site that is more than fifty (50) miles from the Company's original office location, unless I accept such relocation opportunity; or (b) any reduction of my annual base salary or contract rate by more than twenty five percent (25%);

(iii) "**Restricted Business**" shall mean providing and management of financial services pertaining to real assets including real estate, funded directly or indirectly by a community of individual investors delivered via a combination of ways, including the Internet and smart phone, or any other process, system, product, or service marketed, sold or under development by the Company at any time during my contract with the Company; and

(iv) "**Restricted Territory**" shall mean any state, county, or locality in the United States in which the Company conducts business and any other country, city, state, jurisdiction, or territory in which the Company does business.

5. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my contract with the Company, which records shall be available to and remain the sole property of the Company at all times.

6. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee or contractor of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my contract with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

7. RETURN OF COMPANY MATERIALS. When my contract with the Company ends, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, blogs and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including computer disks and other storage media, filing cabinets or other work areas, as well as any Company property issued to me at my location of work outside Company premises, is subject to inspection by Company personnel at any time with or without notice.

8. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

9. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

10. NOTIFICATION OF NEW EMPLOYER. When my contract with the Company ends, I hereby consent to the notification of my new employer or client of my rights and obligations under this Agreement, where necessary.

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11. GENERAL PROVISIONS.

11.1 Governing Law; Consent to Personal Jurisdiction and Exclusive Forum. This Agreement will be governed by and construed according to the laws of the State of Colorado as such laws are applied to agreements entered into and to be performed entirely within Colorado between Colorado residents. I hereby expressly understand and consent that my contract is a transaction of business in the State of Colorado and constitutes the minimum contacts necessary to make me subject to the personal jurisdiction of the federal courts located in the State of Colorado, and the state courts located in the County of Denver, Colorado, for any lawsuit filed against me by Company arising from or related to this Agreement. I agree and acknowledge that any controversy arising out of or relating to this Agreement or the breach thereof, or any claim or action to enforce this Agreement or portion thereof, or any controversy or claim requiring interpretation of this Agreement must be brought in a forum located within the State of Colorado. No such action may be brought in any forum outside the State of Colorado. Any action brought in contravention of this paragraph by one party is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, counter claiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and attorney's fees incurred in successfully dismissing the action or successfully transferring the action to the federal courts located in the State of Colorado, or the state courts located in the Denver, Colorado.

11.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

11.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

11.4 Survival. The provisions of this Agreement shall survive the termination of my contract and the assignment of this Agreement by the Company to any successor in interest or other assignee.

11.5 Contract. I agree and understand that my contract is at-will which means I or the company each have the right to terminate the contract at will, with or without advanced notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of the contract by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my contract at any time, with or without cause.

11.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

11.7 Entire Agreement. The obligations pursuant to Sections 1 through 4 and Sections 6 and 7 (including all subparts) of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement

This Agreement shall be effective as of the first day of my contract with the Company, namely: SelectHub.

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I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: 3/4/2021

DocuSigned by:
Kairavi Gupta
73C7B2D49BDC462...

Signature

Kairavi Gupta

Printed Name

ACCEPTED AND AGREED TO:

_____

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EXHIBIT A

TO: **Abuyo, Inc.**

FROM: Kairavi Gupta

DATE: 3/4/2021

SUBJECT: **Previous Inventions**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my contract with **Abuyo, Inc.** that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☑ No inventions or improvements.

☐ See below:

_____

_____

_____

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.			
2.			
3.			

☐ Additional sheets attached.

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SelectHub

March 3, 2021

Susmitha Tammineedi
MIG-814 BHEL, Serilingampally, Rama Chandra Puram,
Medak District, Hyderabad, Telangana 502032
India
Email: sushmithatammineedi@gmail.com

Re: "Software Research Analyst" position at SelectHub

Dear Susmitha:

On behalf of Abuyo, Inc. d/b/a SelectHub ("SelectHub" or "Company"), I am very pleased to work with you on a non-exclusive contract basis for the above referenced position. This letter will outline the terms and conditions of this engagement:

1. Title: Software Research Analyst
2. Reporting into: Program Delivery Team
3. Start Date: No later than March 15, 2021
4. Base Compensation: To be paid as outlined in accompanying Agency Agreement
5. Other Compensation: To be paid pursuant to the attached Agency Agreement
6. The enclosed Agent Agreement and Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement must be reviewed, initialed on each page and signed at the bottom.

Only SelectHub's CEO has the authority to change the terms of an engagement, and the CEO may do so only in writing; so you may not rely on any written assurance from any other person or on the verbal assurance, conduct or custom of any person regarding the term or any other condition of this engagement.

SelectHub has extended this engagement offer based on the information you have provided. By accepting this position, you are agreeing that SelectHub will have no liability for engaging you based on any false or incomplete information or for failing to engage you or for discharging you if SelectHub learns such information was false or incomplete. SelectHub may make additional inquiries of you, your references, prior employers or any third party it deems appropriate to verify and evaluate your experience and qualifications to carry out the duties of the position you have been offered.

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SelectHub

SelectHub in its sole discretion may at any time change its personnel/agency policies and may also change your responsibilities. Other details regarding your compensation and commission may be changed, provided both you and the Company agree. Latter changes, if any, will be documented in writing as an Addendum to the accompanying Agreement or via another Agreement.

Please acknowledge your agreement with the terms of this letter and return it to us via email or DocuSign.

Again, congratulations and welcome to SelectHub! Please feel free to contact me at anytime with any question you have about this engagement, the Company or any other matter this letter considers.

Very truly yours,

SelectHub

Venkat Devraj

Venkat Devraj, CEO

Acknowledged and Accepted:

DocuSigned by:

_____ Dated: 3/4/2021

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Susmitha Tammineedi

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AGENT AGREEMENT

THIS AGREEMENT is made and entered into on March 3, 2021, by and between Abuyo, Inc. ("Abuyo", "SelectHub" or "Company") and Susmitha Tammineedi ("Agent").

This Agreement sets forth the relationship between the parties and the manner in which compensation will be paid to Agent.

1. **Definitions**:
    a. "Start Date" is the date from which Agent will begin work for the Company, which is being defined as March 15, 2021.
    b. The scope of work includes but is not limited to market research, analyzing data related to software vendors and products in specific software categories, compiling and curating accurate research content including but not limited to requirements templates, vendor / product scorecards and leaderboards, compiling good quality product screenshots and demo videos, liaising with vendor representatives for SelectHub RFI (request-for-information), new content creation, as well as content scraping and entry into SelectHub or other systems, building specifications and documentation, and other tasks as requested by SelectHub management from time to time ("Scope of Work").

2. **Compensation.** Company will pay Agent a certain Base Compensation related to the amount of work done by Agent per Scope of Work documented above and as per the following:

    Base Compensation: Agent agrees to devote a minimum of 40 hours per week pursuing activities that are deemed as being within the Scope of Work (as documented above) on a full-time, dedicated basis for the Company per the following work hours: 8am to 5pm Denver Time (US Mountain Time), unless such hours are changed by SelectHub. There may be occasional extended work hours, wherein Agent may need to work longer hours or during the weekends (Saturday and/or Sunday) or other holidays to accomplish the goals set out by SelectHub.

    Agent's day-to-day efforts and quality of results will be measured by the supervisor assigned to oversee Agent's work on a regular basis. In exchange for this work, Company will pay Agent a monthly Base Compensation of INR 52,000 (equating to annually INR 624,000). The Base Compensation will be paid out on a monthly basis prorated to any start or termination date, or any excess leaves taken during the pay period. If the first month worked will be a partial month, Agent's first payment may be pro-rated for the remainder of month, and paid out at the end of first complete month of work.

    Work From Home / Benefits Allowance: An additional payment of INR 3,000 (equating to annually INR 36,000) will be paid to you for:
    - Ensuring that your at-home Internet and Mobile Phone connectivity and associated services such as Skype, Phone / VoIP, etc. are adequately functional

and maintained such that you are able to work from home in a productive manner, as per expectations shared with you by the SelectHub supervisor.

- Part of this allowance is also meant to help subsidize any health insurance and associated costs you will be incurring.

3. **Personal Time Off (PTO), Sick Leaves and Holidays.** PTOs and Sick Leaves are granted according to Company's policies in the US, and will be as per accompanying Staff Handbook. It comprises 1 day PTO per month worked, after the initial probationary period. Also, please note that PTOs, Sick Leaves and other holidays are not cashable in the event of termination of this Agreement. Sick leaves are provided as a courtesy for taking requisite time off in the event of your sickness only (and cannot be applied towards any other reason, including to tend to any family members being sick). PTOs are to be taken in minimum increments of half-days (4 hours).

   Please note that the Company provides 6 paid holidays per year. Since the set paid holidays follow primarily the US based holidays, we allow flexibility for our Indian team to take these days as "floating holidays" to celebrate other US or India-specific holidays and festivals, at your discretion, and subject to your supervisor's approval. For e.g., on US Labor Day holiday (first Monday in September), you can choose to work and instead take Diwali Day off.

4. **Activity Log and Marketing Forecasting Reports.** Agent will maintain and provide the Company and his assigned supervisor with an activity log sheet report via Hubstaff or other system on a daily basis. Access to such system(s) shall be provided by Company.

5. **Expenses.** Company will reimburse Agent for reasonable expenses necessarily incurred in relation to the above Scope of Work for the Company. Agent will not incur expenses without first receiving authorization from the Company's CEO. Agent shall submit an expense report, with receipts, to the Company on a monthly basis, and the Company shall pay the expenses within 30 days after receipt. Expense reports and receipts submitted to Company 60 days after they have occurred on a normal basis, and 30 days after they have occurred during the month of December, will not be accepted and reimbursed by Company.

6. **Laptop.** SelectHub will provide a laptop to the Agent. Until SelectHub does so, Agent will use his own laptop to perform the work assigned to him by SelectHub. Once the SelectHub-supplied laptop is provided to Agent, he will transfer the work to that laptop and only use it for SelectHub work-related purposes.

7. **Authority**. Agent is not authorized to enter into any binding agreements with any third-parties regarding SelectHub.

8. **Other Employment.** Agent will not accept part-time, full-time or other contract employment with any other third party during his tenure with SelectHub.

9. **Termination.** Either party may terminate this Agreement at any time, with or without cause. In case the Agent would like to terminate the Agreement, he can do so with a minimum of 90

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days notice to the Company, which the Company may opt to waive or reduce at its sole discretion. If Agent is terminated for any reason, Agent shall be paid Base Compensation through the date of termination. The payment shall be made in accordance with this Agreement and there shall be no acceleration of any payment. Agent shall not be entitled to any other payments. If this Agreement is terminated, the Agent agrees to provide accurate status reports and Activity Logs for the concluding week(s) with full and complete details of all work done during such period. Agent also agrees to the safe return to the Company of all Company items in Agent's possession, including but not limited to laptop, hardware, software, building access cards/keys, parking tags, and any other items within 24 hours after such termination (by "safe return" we mean to return the undamaged company property to a qualified company representative or initiate shipment via an insured carrier). Agent understands that such failure to perform termination-related tasks as listed here, are grounds for non-payment of any outstanding Compensation by Company.

10. **Modifications**. Company may modify the terms of this Agreement at any time in its sole discretion. Such modification shall not reduce any Compensation earned as of the date of the modification.

11. **Non-Exclusivity for Company.** This Agreement is not exclusive with regard to personnel or territory and Company may engage other personnel to handle any matter within the Scope of Work. Agent agrees to follow any specific guidelines provided by Company in this regard.

12. **Independent Contractor.** This Agreement calls for the performance of the services of the Agent, as an independent contractor. Agent shall be responsible for his own benefits and taxes, including all country, state and local taxes, workers compensation insurance, medical insurance, liability insurance and unemployment insurance.

13. **Confidentiality.** Agent agrees to comply with the terms of the Proprietary Information, Inventions, Non-Competition, and Non-Solicitation Agreement executed contemporaneously with this Agreement.

14. **Applicable Law.** The laws of the State of Colorado, USA shall govern this contract and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the County of Denver, State of Colorado, USA and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, USA and more specifically, Denver County District Court, Colorado, USA.

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This Agreement and any fully-executed attachments constitute the entire Agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous proposals or agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Abuyo and Agent. Both the Company and the Agent agree that any breach of any clauses in this Agreement will cause irreparable harm to the non-breaching party, for which damages would not be an adequate remedy, and, therefore, the non-breaching party will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. The parties agree to submit any dispute between them to arbitration under the rules of the American Arbitration Association. The order of the clauses in this Agreement are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Agent	Abuyo, Inc.
DocuSigned by: 4009538E92034B3...	DocuSigned by: Venkat Devraj C99197A1AEB347C...
Susmitha Tammineedi	Venkat Devraj, CEO

Initials: Agent: _____ Venkat Devraj: _____

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SelectHub
an Abuyo company

PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT

This Proprietary Information, Inventions, Non-competition, and Non-solicitation Agreement ("Agreement") is made in consideration for my contractual relationship or continued contractual relationship by **ABUYO, INC.** or its subsidiaries or affiliates (the "Company"), and the compensation now and hereafter paid to me. I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my contract and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, personally identifying or proprietary information of investors, suppliers, customer and users; and (c) information regarding the skills and compensation of other employees or contractors of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my contract and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my period of work with the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company or include in my work any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "**Proprietary Rights" s**hall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my contract with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on

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Exhibit A (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my contract with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my contract with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my contract with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 Nonassignable Inventions. I recognize that, in the event of a specifically applicable state law, regulation, rule, or public policy ("Specific Inventions Law"), this Agreement will not be deemed to require assignment of any invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such invention was, for example, developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secrets and neither related to the Company's actual or anticipated business, research or development, nor resulted from work performed by me for the Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

2.5 Obligation to Keep Company Informed. During the period of my contract and for twelve (12) months after the last day of my contract with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of my contract. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of a Specific Inventions Law; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under a Specific Inventions Law.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my contract with the Company and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing,

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sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my contract, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. NO CONFLICTS OR SOLICITATION. I acknowledge that during my contract I will have access to and knowledge of Proprietary Information. To protect the Company's Proprietary Information, I agree that during the period of my contract with the Company I will not, without the Company's express written consent, engage in any other employment or business activity directly related to the business in which the Company is now involved or becomes involved, nor will I engage in any other activities which conflict with my obligations to the Company. For the period of my contract with the Company and continuing until (a) twelve (12) months after my last day of my contract with the Company if I terminate my contract with Good Reason (as defined below) or the Company terminates my contract without Cause (as defined below) or (b) two (2) years after my last day of my contract with the Company if I terminate my contract without Good Reason or the Company terminates my contract for Cause, I will not (x) directly or indirectly induce any employee or contractor of the Company to terminate or negatively alter his or her relationship with the Company, (y) solicit the business of any client, customer, user, or investor of the Company (other than on behalf of the Company) or (z) induce any customer, investor, user, supplier, vendor, consultant or independent contractor of the Company to terminate or negatively alter his, her or its relationship with the Company. If any restriction set forth in this Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

4. COVENANT NOT TO COMPETE. I acknowledge that during my contract I will have access to and knowledge of Proprietary Information. To protect the Company's Proprietary Information, I agree that during my contract with the Company whether full-time or half-time and for a period of (a) twelve (12) months after my last day of my contract with the Company if I terminate my contract with Good Reason or the Company terminates my contract without Cause or (b) two (2) years after my last day of my contract with the Company if I terminate my contract without Good Reason or the Company terminates my contract with Cause, I will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in a Restricted Business (as defined below) in a Restricted Territory (as defined below). It is agreed that ownership of (i) no more than one percent (1%) of the outstanding voting stock of a publicly traded corporation, or (ii) any stock I presently own shall not constitute a violation of this provision.

4.1 Reasonable. I agree and acknowledge that the time limitation on the restrictions in this paragraph, combined with the geographic scope, is reasonable. I also acknowledge and agree that this paragraph is reasonably necessary for the protection of Company's Proprietary Information as defined in paragraph 1.2 herein, that through my contract I shall receive adequate consideration for any loss of opportunity associated with the provisions herein, and that these provisions provide a reasonable way of protecting Company's business value which will be imparted to me. If any restriction set forth in this paragraph 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

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4.2 As used herein, the terms:

(i) "**Cause**" shall mean the occurrence of one or more of the following: (a) my conviction of, or plea of guilty or no contest with respect to, a felony or a crime involving moral turpitude or dishonesty; (b) material damage to the Company's property intentionally caused by me or due to my gross negligence; (c) a material breach by me of this Agreement, which breach is not cured, if capable of being cured, within ten (10) days following receipt of written notice from the Company's Board of Directors (d) I willfully and materially disobey the lawful directives of the Company's Board of Directors; (e) the Board of directors determines that I have materially failed adequately to perform my job duties, and such failure is not cured, if capable of being cured, within thirty (30) days following receipt of written notice from the Company's Board of Directors; (g) I have engaged in acts that constitute sexual or other forms of illegal harassment or discrimination as an employee or contractor of the Company; or (h) I violate my fiduciary duty to the Company or my duty of loyalty to the Company;

(ii) "**Good Reason**" shall mean shall mean the occurrence of one or more of the following: (a) any requirement that I relocate to a work site that is more than fifty (50) miles from the Company's original office location, unless I accept such relocation opportunity; or (b) any reduction of my annual base salary or contract rate by more than twenty five percent (25%);

(iii) "**Restricted Business**" shall mean providing and management of financial services pertaining to real assets including real estate, funded directly or indirectly by a community of individual investors delivered via a combination of ways, including the Internet and smart phone, or any other process, system, product, or service marketed, sold or under development by the Company at any time during my contract with the Company; and

(iv) "**Restricted Territory**" shall mean any state, county, or locality in the United States in which the Company conducts business and any other country, city, state, jurisdiction, or territory in which the Company does business.

5. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my contract with the Company, which records shall be available to and remain the sole property of the Company at all times.

6. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee or contractor of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my contract with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

7. RETURN OF COMPANY MATERIALS. When my contract with the Company ends, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, blogs and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including computer disks and other storage media, filing cabinets or other work areas, as well as any Company property issued to me at my location of work outside Company premises, is subject to inspection by Company personnel at any time with or without notice.

8. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

9. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

10. NOTIFICATION OF NEW EMPLOYER. When my contract with the Company ends, I hereby consent to the notification of my new employer or client of my rights and obligations under this Agreement, where necessary.

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11. GENERAL PROVISIONS.

11.1 Governing Law; Consent to Personal Jurisdiction and Exclusive Forum. This Agreement will be governed by and construed according to the laws of the State of Colorado as such laws are applied to agreements entered into and to be performed entirely within Colorado between Colorado residents. I hereby expressly understand and consent that my contract is a transaction of business in the State of Colorado and constitutes the minimum contacts necessary to make me subject to the personal jurisdiction of the federal courts located in the State of Colorado, and the state courts located in the County of Denver, Colorado, for any lawsuit filed against me by Company arising from or related to this Agreement. I agree and acknowledge that any controversy arising out of or relating to this Agreement or the breach thereof, or any claim or action to enforce this Agreement or portion thereof, or any controversy or claim requiring interpretation of this Agreement must be brought in a forum located within the State of Colorado. No such action may be brought in any forum outside the State of Colorado. Any action brought in contravention of this paragraph by one party is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, counter claiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and attorney's fees incurred in successfully dismissing the action or successfully transferring the action to the federal courts located in the State of Colorado, or the state courts located in the Denver, Colorado.

11.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

11.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

11.4 Survival. The provisions of this Agreement shall survive the termination of my contract and the assignment of this Agreement by the Company to any successor in interest or other assignee.

11.5 Contract. I agree and understand that my contract is at-will which means I or the company each have the right to terminate the contract at will, with or without advanced notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of the contract by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my contract at any time, with or without cause.

11.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

11.7 Entire Agreement. The obligations pursuant to Sections 1 through 4 and Sections 6 and 7 (including all subparts) of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement

This Agreement shall be effective as of the first day of my contract with the Company, namely: Selecthub.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: 3/4/2021

DocuSigned by:

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Signature

Susmitha Tammineedi

Printed Name

ACCEPTED AND AGREED TO:

DocuSigned by:

Venkat Devraj

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EXHIBIT A

TO: **Abuyo, Inc.**

FROM: Susmitha Tammineedi

DATE: 3/4/2021

SUBJECT: **Previous Inventions**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my contract with **Abuyo, Inc.** that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

_____

_____

_____

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.			
2.			
3.			

☐ Additional sheets attached.

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Offer Letter - Unykloud Technologies

UnyKloud HR Department <hr@unykloud.com> Wed, Feb 24, 2021 at 12:27 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Hi Rajith,

Congratulations to your students! We have really enjoyed speaking with your students and getting to know them over the course of our interactions. We are pleased to confirm that two of your students are selected to work for UnyKloud Technologies and please find their offer letters. We are delighted to offer the role of 'Business Analyst' for both the candidates. Their working location will be based in Hyderabad and will require adhoc travel to overseas project locations. We would like them to start the work from 1st March 2021 at 9:30 AM.

Please ask them to sign the offer letters and return it to us before Friday 26th February this week to indicate their acceptance of this offer. We are confident your students will be able to make a significant contribution to the success of our company and look forward to working with them.

This offer is valid until February 26th 2021.

Regards

Anu Reddy

HR & Admin | UnyKloud

Mobile: +91 9666533099;

Office: 040-29885331;

Email: hr@unykloud.com

Website:www.unykloud.com

Ananya Amist Offer Letter.pdf
96K

OFFER LETTER

OFL/PT/0221/UNY9199

Ananya Amist
Renukoot Dist, Sonebhadra,
Uttar Pradesh,
India.

Date: 24th March 2021

Dear Ananya,

Congratulations ! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you the Role of 'Business Analyst'. Your CTC will be 5,00,000 INR. The date of your joining would be March 1st , 2021. Your working location would be at UnyKloud Hyderabad Office. On your joining, you are expected to enter into an agreement by signing necessary documents, which details the job role, terms and conditions of your employment, the necessary training and the contractual obligation to be with UnyKloud Technologies. On successful completion of the probation, your employment with the company will stand confirmed subject to the terms and conditions as per company policies.

The duration of the online/classroom, on the job training will be purely based on your speed of learning, performance and need basis. Company will solely reserve the right to make any further changes to the date of joining and durtaion of probation period. Your employment will be governed by the rules, regulations and policies of the Company. You will be on probabtion for a period of 3 to 6 months and based on the performance, your employment will be confirmed after the review.

Your continued employment with the company is subject to your meeting the qualifying criteria during and at the end of the training, evaluation and review sessions. During the probationary period the company will assess your technical skillsets, communications, writing skills, attitute, proactiveness and team working skills etc and all these will be taken into consideration in confirming your employment after probation period.

As per the mutual agreement you will be required to work for a minimum of 3 years from the date of the completion of your probationary period. The company will be investing huge sum of money, resources to train you on latest cloud technologies and skillsets required for your job and career. Hence you are required to stay with the company for a minimum period of 3 years. Signing this agreement confirms that you are accepting the offer letter and conditions volunterily. You have agreed to submit all the original certificates to the company for all verification purpose. Signing this document confirms that you agreed for all the probationary and employment terms and conditions set by the company.

Here are the targets/goals assigned to you

Goal 1 - You should be able to customize the NetSuite platform within 1 Months from the Joining Date
Goal 2 - You should have end to end understanding of ERP process of NetSuite platform within 1 month from joining date.
Goal 3 – You should have complete understanding of architecture, business flow of Kite & Rubik PMS Applications by end of 2nd month from your joining date.
Goal 4- You should handle the project implementations from scratch and be accountable for end to end delivery
Goal 5 – You should be able to fully present the product demos to customers within 4 – 6 months from the joining date

Your day to day working responsibilities as a business analyst will be as per the job description shared during your interview process. It includes BRD documentaions, Presentations, Detailed Functional Specifications, Logic Simulations via Excel, Co-ordinating with developers on implementation works, Talking to customers of requirements, issues, support etc

During your stay with the company, you may have access to trade secrets, client projects, product plans, strategies, product and project code and confidential business information belonging to UnyKloud, our partners, customers, vendors and any related subsidiaries.

By accepting this offer letter, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the company. You agree not to involve directly or indirectly in sabotaging the business by any means. In addition, you agree that, upon conclusion of your employment, you will immediately return to the company all of its property, equipment, and documents, including electronically stored information. In addition to this you will be given employee handbook and NDA document that should be signed as a part of your employment confirmation.

You agree not to undertake any outside employment, whether full-time or part-time, freelance, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity. In case if you were found undertaking such outside employement, freelance works etc, company will take strict actions as per the policy
You will produce all marks sheets, original certifications and other relevant documents as required by the company. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

At UnyKloud, there are policies that are linked to performance management, career growth and annual compensation review of an employee, these policies will be applicable to you. You will be governed by the rules, regulations and policies of the company as applicable to you. All the benefits are as per the company's policies, which are subject to change from time to time. This offer is also conditional upon the execution of the "Non Compete Agreement", Non Disclouse Agreement

Matter of compensation is a confidential information between you and company. The same policies of non disclosure agreement applies here as well. Your compensation should never be disclosed to your peers or colleagues as this is specifc to you based on your performance and several other parameters. Likewise you should not engage in enquiring other employee compensation details and initiate unwanted discussions within the employees. You should never share or involve in any comparisions on compensation. In case if any of your colleagues compelles or put pressure to reveal such details, please inform the details to HR or your manager.

By accepting this offer, you agree that throughout your employment, you will observe all policies and practices governing the conduct of our business and employees, including our policies prohibiting discrimination and harassment. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. It may be changed only by a subsequent written agreement.

Welcome to UnyKloud Technologies Family

Please review, sign and handover to HR to confirm acceptance. Congratulations and welcome to the team!
Sincerely,
I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____
Your name in capital letters

_____
Your Signature
Date: _____
Location: _____

UnyKloud

Annexure – A

Employee Name: Ananya Amist
Effective Date: 1st March, 2021
Designation: Business Analyst

Salary Break Up		
Employee Name		**Ananya Amist**
Total Remuneration		**₹ 5,00,000**
Monthly Remuneration (INR)		**₹ 41,666.67**
	Monthly	**Annual**
Basic	**₹ 20,833.33**	**₹ 2,50,000.00**
HRA	**₹ 8,333.33**	**₹ 1,00,000.00**
Conveyance	**₹ 1,600.00**	**₹ 19,200.00**
Medical Reimbursement	**₹ 1,250.00**	**₹ 15,000.00**
Special Allowance	**₹ 9,650.00**	**₹ 1,15,800.00**
Gross Monthly/Annual Remuneration	**₹ 41,666.67**	**₹ 5,00,000.00**

Note: Provident Fund (PF) is contributed at 12% of your basic per month or as per the prevailing government rules. All PF contributions will be deducted from your overall remuneration.

Bonus/Incentives: In case if you are eligible for any bonus/incentives in your offer/increment letter, incentive amount may be higher, lower, or nil as per the terms described herein. The bonus/incentive/performance incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with company and will be paid to you only if you are active on company payroll on the day the incentive is paid.

February 24th , 2021,

Subject: Employment Offer Letter

Dear Latasha Rawal,

We are pleased to offer you the terms of employment for the position of "**Associate Business Development Manager"** starting from March 01, 2021 in the Business Strategy Department with a salary of **INR 30,000** per month for the first 3 months of probation period and after successful probation period the revised CTC will be **INR 600,000** per annum.

Employment Overview

1. **Duties**. You will begin your career, as **Associate Business Development Manager** with the date of **March 01, 2021**. You will be reporting to **Chief Strategy Officer**.

2. Your salary will be paid at the rate of INR 30,000 per month during the probation period of 3 months and post probation the revised CTC will be INR 600,000 Per Annum. The applicable central and state taxes will be deducted from your gross earnings.

3. **Performance**. Your performance will be evaluated on time-to-time basis as per the responsibilities and deliverables assigned by your manager.

4. **Working Hours.** Your working hours will be 8:30 am to 6:00 pm and shall be flexible to work as per the current company policy. The company observes a 6 days' work a week.

5. **Commitment.** We require minimum one year of commitment from the day of confirmation as a permanent employee.

6. **Termination**. Either Company or Employee may terminate this agreement for any reason whatsoever by giving notice of two months, in the event the employee breaches the terms and conditions or his/her performance is not satisfactory company may terminate employee with an immediate effect.

7. **Confidentiality.** Without the prior express written consent of the Company, You will hold in trust and not disclose to any party, directly or indirectly, during your training and /or employment with the Company and thereafter, any confidential information relating to research, design, development, trade secrets, lists of current and prospective customers and business affairs of the Company or its clients ("Confidential Information"). This restriction shall not apply to such specific information that has (a) already become public by publication or otherwise, through no fault or conduct of yours or others acting on your behalf or in concert with you, or (b) you are forced to disclose such information

pursuant to the requirements of a governmental agency or by law, and then only if, prior to any such disclosure, you first promptly notify the Company.

8. **Non-Solicitation**. Without the prior express written consent of the Company, while employed by Cognerium and for a period of one year after your employment ends, directly or indirectly, you will not (a) provide software services to any of the Company's current or former clients with whom you will have access while employed by Cognerium or (b) for your own account or on behalf of any business competing with the Company, induce or attempt to induce any of Company's current or former clients with whom you will have access while employed by Cognerium Robotic Labs to refrain from contracting with the Company and/or to cancel or to fail to renew a contract with the Company.

9. **Remedies**. You agree that the restrictions in paragraph 6 and 7 are reasonably necessary to protect the interests of the Company, that any breach of your obligations under paragraphs 6 and 7 would be a material breach and that the Company would be irreparably damaged. You acknowledge that Cognerium Robotic Labs shall have the right to take all reasonable steps to protect its interest including, but not limited to, a temporary restraining order, a permanent injunction and any other remedies that may be available at law or equity to prevent a breach or contemplated breach of any of the obligations set forth in paragraphs 6 and 7. Any such injunction may be without bond by the Company, any such bond requirement being hereby waived by you. You also understand and acknowledge that the disclosure or use of Confidential Information may expose you to civil and criminal liability under applicable laws, including, but not limited to, the companies Act Law 2013. In addition, Cognerium is entitled to recover any legal fees and costs incurred in the enforcement of paragraphs 6, 7 and 9. The provisions in paragraphs 6, 7 and 9 are drafted pursuant to and will be governed by the laws of the state and all matters related to the enforcement of paragraphs 6, 7 and 9 will have an exclusive venue in the state or federal courts in India, Delhi.

10. **Complete Agreement**. The statements in this Agreement constitute the complete agreement between you and Cognerium Robotic Labs, and may not be amended or modified unless signed in writing by both parties. This agreement supersedes any previous written or implied oral agreement(s).

11. **Severability**. The invalidity or enforceability of any particular provision in this offer letter will not affect the enforceability of any of the other provisions.

12. **Company Rules**. You agree to comply with all Company rules, including those set forth in the Company Policy Manual, Employee Handbook, notices posted on Company's website etc. ("Company Rules"). The Company reserves the right to alter, amend, delete or add to the Company's Rules.

13. **Intellectual Property.** Nothing in this agreement authorizes "employee" to use the Intellectual Property of "The Company" for any purpose. employee hereby expressly agrees that he/she shall not use the Intellectual Property of the

Company. It being clarified that through this Agreement, Company has exclusively rights and ownership of the Intellectual Property.

Intellectual Property means any Patents, Copyrights, Registered Designs, Trade Marks, Documents, Data, Code, Magazines, Images, Logos, and other intellectual property are rights of the Company, including those in respect of the Products as stated: Machine learning APIs, Lending Growth, Wealth Growth, Insurance Growth, Anti-Money Laundering, CECL, CECL Readiness, BCBS239, Strategy, Data Governance, Master Data Management, Digital Lending, Digital Wealth, Digital Insurance and associated products and other products developed by the company

If you agree to the terms stated in this offer letter, please indicate so by signing in the space provided below. This offer letter is valid for three (03) days from the postmark date. If not signed and received by Cognerium Robotic Labs within three (03) days, this offer letter is null and void. This offer letter does not create an employment agreement for any specific period of time. Instead, the employment relationship is “at-will,” which means that you and the Company may terminate the employment relationship for any lawful reason, at any time and with or without notice, except as provided in this offer letter. We are sure that you will have a rewarding and exciting career with us. We look forward to having you on our team.

I agree to the terms and condition stated in this letter.

Sign: _____

Name:

Date:

Sincerely,

COGNERIUM ROBOTIC LABS PVT. LTD. HYD

Human Resource
Cognerium Robotic Labs

neerinfo

26th February 2021

Dear Ms. **Rashima ,**

Sub: Offer for Employment

We are pleased to offer you in our organization as **Associate Consultant** with effect from **1st March 2021**. You will be based at our **Noida** office.

You will be paid gross emoluments as detailed in Annexure – A along with targeted Incentives on meeting your Performance Objectives set for the year.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment.

Employment as per this offer is subject to your being medically fit.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours sincerely,
For NeerInfo Solutions Pvt. Ltd.

Sunaina Goel
Business Partner-HR

Neer Info Solutions Pvt. Ltd.
CIN : U72200DL2004PTC131248
Corporate Office : B-84, Sector-64, Noida-201 301 (U.P)
Tel. : +91-120-4736700 **Fax** : +91-120-4736712
Website : www.neerinfo.com
Reg. Office : A-133, Wazidpur Industrial Area, New Delhi - 110 052
Branch Office : Mumbai : 501, Queensgate, Hiranandani Estate, Thane (West)

neerinfo

ANNEXURE 'A': COMPENSATION DETAILS

Name : Rashima Taneja

Designation : Associate Consultant

Band : A 2

Date of Joining: 1st March 2021

Location : Noida

Remuneration:

Particulars	Per Annum	Per Month
Basic Pay	2,00,000	16,667
House Rent Allowance	1,00,000	8,333
Trans Allowance	19,200	1,600
Medical Allowance	15,000	1,250
Special Allowance	1,65,800	13,817
Total CTC- A	**5,00,000**	41,667
Retiral Benefits		
Gratuity^	9,615	801
Health Insurance^^	3000	
Employer Contribution to PF^^^	21600	1800
Total CTC- B	**34,215**	
Assured Bonus - C ^^^^	**50,000**	
Variable		
Targeted PLI - D ^^^^^	**2,00,000**	
Gross CTC (A+B+C+D)	**7,84,215**	

Neer Info Solutions Pvt. Ltd.

CIN : U72200DL2004PTC131248
Corporate Office : B-84, Sector-64, Noida-201 301 (U.P)
Tel. : +91-120-4736700 **Fax** : +91-120-4736712
Website : www.neerinfo.com
Reg. Office : A-133, Wazidpur Industrial Area, New Delhi - 110 052
Branch Office : Mumbai : 501, Queensgate, Hiranandani Estate, Thane (West)

^	Accumulated and will be payable on completion of 5 years
^^	1 Lacs Health Insurance for Self
^^^	12 % of basic or 1800 whichever is lower
^^^^	Assured bonus on completion of 1 year into the system
^^^^^	Linked to targeted revenue

04 May, 2021

Anwesha Dawn

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Anwesha**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **12 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Anwesha Dawn (C000002193061), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 04 May, 2021
Name: Anwesha Dawn
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Anwesha Dawn ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **04 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **12 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Anwesha Dawn**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

13 May, 2021

Chirag Laxman Ramchandani

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Chirag**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **26 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- <Seven Lakh Only>**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, **Chirag Laxman Ramchandani (C000000273004)**, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 13 May, 2021
Name: Chirag Laxman Ramchandani
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Chirag Laxman Ramchandani ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **13 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **26 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Chirag Laxman Ramchandani**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

04 May, 2021

Janvi Sachdeva

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Janvi**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **12 May, 2021** , or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, **Janvi Sachdeva (C000002192953)**, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 04 May, 2021
Name: Janvi Sachdeva
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Janvi Sachdeva ("You**" and all similar references).

1. <u>Definitions</u>

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **04 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **12 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Janvi Sachdeva**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

13 May, 2021

Priyanka Yadav

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Priyanka**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **26 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- <Seven Lakh Only>**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Priyanka Yadav (C000003110742), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 13 May, 2021
Name: Priyanka Yadav
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Priyanka Yadav ("You**" and all similar references).

1. <u>Definitions</u>

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **13 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **26 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Priyanka Yadav**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

13 May, 2021

RAHUL BHATIA

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **RAHUL**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **26 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. **700,000/- <Seven Lakh Only>**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, RAHUL BHATIA (C000001946472), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 13 May, 2021
Name: RAHUL BHATIA
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **RAHUL BHATIA ("You**" and all similar references).

1. <u>Definitions</u>

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **13 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **26 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**RAHUL BHATIA**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

13 May, 2021

Vidushi Bisani

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Vidushi**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **26 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- <Seven Lakh Only>**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, **Vidushi Bisani (C000002193848)**, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 13 May, 2021
Name: Vidushi Bisani
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Vidushi Bisani ("You**" and all similar references).

1. <u>Definitions</u>

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **13 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **26 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Vidushi Bisani**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

04 May, 2021

Nishad Jayant Deshpande

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Nishad Jayant**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **12 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Nishad Jayant Deshpande (C000002983907), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 04 May, 2021
Name: Nishad Jayant Deshpande
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Nishad Jayant Deshpande ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **04 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **12 May, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Nishad Jayant Deshpande**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

INFO EDGE

INFO EDGE (INDIA)LTD.

11-Feb-2021

PRIVATE AND CONFIDENTIAL

Mr. Bhushan Sharma

We are pleased to offer you the position of **Senior Executive Corporate Sales** in **Sales Naukri(Naukri.Com)** with Info Edge India Ltd.

1. This **Letter of Intent** is being issued subject to the following terms:
   - **a.** You shall join the company on or before **03-May-2021.**
   - b. Accuracy of the testimonials and information provided by you
   - c. Your being free from any contractual restrictions preventing you from accepting this offer or starting work on above mentioned date.
   - d. Successful background verification and reference check. In the event the background verification is not satisfactory in the sole opinion of the Company, the Company reserves the right to revoke the offer letter at any time without assigning any reason.
2. On your date of joining, you will be issued a formal Appointment Letter.
3. You shall be based in **Hyderabad Begumpet** but will serve the company or any of its subsidiaries or associated companies in any location within or outside of India.
4. As an employee of the company, you will receive an annual CTC (Cost to the Company) as mentioned in Annexure attached on Page 2.
5. In case you decide to leave the service of the organization, you will be required to give 30 days' notice. The organization in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the organization the gross salary for the notice period so reduced/ waived off.
6. You agree that, during the term of this Agreement or any extensions and for a period of two (2) years thereafter, you will keep confidential any information which you obtains from the Company or any of said entities' subsidiaries, sister corporations or concerns, now or hereafter existing or created, concerning their client data properties, assets, content of this letter of intent, particular or detail of products, developing process, technical knowhow, administrative or organizational matters, proprietary assets, source codes, copyrights, business methods, and trade secrets.
7. Upon termination of employment, all company documents, information and property, business cards, office keys must be returned to the office prior to leaving.
8. Work from home: In view of the Covid-19 situation you will be working from home starting your joining date. While working from home you shall adhere to the company wide guidelines on work from home to ensure business continuity. However, you are will be expected to report to your work location as per the timelines decided by HR, once the office re-opens and is ready for the daily function.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours sincerely
For Info Edge India Ltd

Sharmeen Khalid

Bhushan Sharma

I accept the terms and conditions of this offer

Sharmeen Khalid
Chief Human Resources Officer

INFO EDGE

INFO EDGE (INDIA)LTD.

Annexure

Name: Bhushan Sharma	**Designation:**Senior Executive Corporate Sales	
Work Level : B1-C	**Location:**Hyderabad Begumpet	
Entitlement	**Per Month₹**	**Per Annum₹**
Basic Salary	14,996	1,79,952
House Rent Allowance (HRA)	7,498	89,976
Special Allowance	6,911	82,932
Statutory Bonus	2,119	25,428
Sub Total 1	**31,524**	**3,78,288**
Company's Contribution to PF	1,800	21,600
Sub Total 2	**33,324**	**3,99,888**
Annual Entitlement		
Group Mediclaim Insurance**		15,111
Gratuity (Estimated)***		8,656
Sub Total 3		**23,767**
Gross Annual Fixed (Grand Total)		**4,23,655**
Annual Variable Pay^		**1,35,000**
Total Cost to Company ^^^ (at 100% payout)		**5,58,655**

^ Annual Variable Pay:

The indicative range of Annual performance incentive at your work level is Rs.0/- to Rs.1,35,000/-

Please Note:

- This amount will be paid on pro-rata basis on the target achievement.
- This is not a guaranteed component of your compensation and that actual pay out shall be calculated based on parameters as fixed for measuring Individual, Department and Company performance.
- The incentive plan may be revised from time to time.

^^^Total Cost to Company:

- Total Cost to Company is a total of Gross Annual Fixed and Annual Variable Pay/Annual Management Bonus/ Annual Tech Bonus at 100% payout as per the clause mentioned above

ESI/Income tax/ local tax will be deducted as per the prevailing rules.

Apart from the above, you will be entitled to insurance coverage. The details of the same mentioned below:

** **Group Medical Insurance:**

You will be entitled to Medical Insurance Coverage as per company policy.

***You are entitled to retiral benefit of gratuity as per provisions of "Payment of Gratuity Act 1972"

The amount indicated is equivalent to 15 days Basic Salary on a base of 26 days in a month, for every completed year as part thereof in excess of Sixmonths. The payment shall be contingent upon continuous Service of 5 years with the company. As per the act, the gratuity payable at the end of service shall not exceed twenty lakh rupees.

ACCIDENTAL INSURANCE

You will be entitled to Accidental Insurance Coverage as per company policy.

INFO EDGE

INFO EDGE (INDIA)LTD.

11-Feb-2021

PRIVATE AND CONFIDENTIAL

Mr. Kunwarjeet Singh

We are pleased to offer you the position of **Senior Executive Corporate Sales** in **Sales Naukri(Naukri.Com)** with Info Edge India Ltd.

1. This **Letter of Intent** is being issued subject to the following terms:
    a. You shall join the company on or before **03-May-2021.**
    b. Accuracy of the testimonials and information provided by you
    c. Your being free from any contractual restrictions preventing you from accepting this offer or starting work on above mentioned date.
    d. Successful background verification and reference check. In the event the background verification is not satisfactory in the sole opinion of the Company, the Company reserves the right to revoke the offer letter at any time without assigning any reason.
2. On your date of joining, you will be issued a formal Appointment Letter.
3. You shall be based in **Hyderabad Begumpet** but will serve the company or any of its subsidiaries or associated companies in any location within or outside of India.
4. As an employee of the company, you will receive an annual CTC (Cost to the Company) as mentioned in Annexure attached on Page 2.
5. In case you decide to leave the service of the organization, you will be required to give 30 days' notice. The organization in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the organization the gross salary for the notice period so reduced/ waived off.
6. You agree that, during the term of this Agreement or any extensions and for a period of two (2) years thereafter, you will keep confidential any information which you obtains from the Company or any of said entities' subsidiaries, sister corporations or concerns, now or hereafter existing or created, concerning their client data properties, assets, content of this letter of intent, particular or detail of products, developing process, technical knowhow, administrative or organizational matters, proprietary assets, source codes, copyrights, business methods, and trade secrets.
7. Upon termination of employment, all company documents, information and property, business cards, office keys must be returned to the office prior to leaving.
8. Work from home: In view of the Covid-19 situation you will be working from home starting your joining date. While working from home you shall adhere to the company wide guidelines on work from home to ensure business continuity. However, you are will be expected to report to your work location as per the timelines decided by HR, once the office re-opens and is ready for the daily function.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours sincerely
For Info Edge India Ltd

I accept the terms and conditions of this offer

Sharmeen Khalid
Chief Human Resources Officer

INFO EDGE

INFO EDGE (INDIA)LTD.

Annexure

Name: Kunwarjeet Singh	**Designation:**Senior Executive Corporate Sales	
Work Level : B1-C	**Location:**Hyderabad Begumpet	
Entitlement	**Per Month₹**	**Per Annum₹**
Basic Salary	14,996	1,79,952
House Rent Allowance (HRA)	7,498	89,976
Special Allowance	6,911	82,932
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Sub Total 1	**31,524**	**3,78,288**
Company's Contribution to PF	1,800	21,600
Sub Total 2	**33,324**	**3,99,888**
Annual Entitlement		
Group Mediclaim Insurance**		15,111
Gratuity (Estimated)***		8,656
Sub Total 3		**23,767**
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Total Cost to Company ^^^ (at 100% payout)		**5,58,655**

^ Annual Variable Pay:

The indicative range of Annual performance incentive at your work level is Rs.0/- to Rs.1,35,000/-

Please Note:

- This amount will be paid on pro-rata basis on the target achievement.
- This is not a guaranteed component of your compensation and that actual pay out shall be calculated based on parameters as fixed for measuring Individual, Department and Company performance.
- The incentive plan may be revised from time to time.

^^^Total Cost to Company:

- Total Cost to Company is a total of Gross Annual Fixed and Annual Variable Pay/Annual Management Bonus/ Annual Tech Bonus at 100% payout as per the clause mentioned above

ESI/Income tax/ local tax will be deducted as per the prevailing rules.

Apart from the above, you will be entitled to insurance coverage. The details of the same mentioned below:

** **Group Medical Insurance:**

You will be entitled to Medical Insurance Coverage as per company policy.

***You are entitled to retiral benefit of gratuity as per provisions of "Payment of Gratuity Act 1972"

The amount indicated is equivalent to 15 days Basic Salary on a base of 26 days in a month, for every completed year as part thereof in excess of Six months. The payment shall be contingent upon continuous Service of 5 years with the company. As per the act, the gratuity payable at the end of service shall not exceed twenty lakh rupees.

ACCIDENTAL INSURANCE

You will be entitled to Accidental Insurance Coverage as per company policy.

INFO EDGE

INFO EDGE (INDIA)LTD.

11-Feb-2021

PRIVATE AND CONFIDENTIAL

Ms. Pratyaksha Pritam

We are pleased to offer you the position of **Senior Executive Corporate Sales** in **Sales Naukri(Naukri.Com)** with Info Edge India Ltd.

1. This **Letter of Intent** is being issued subject to the following terms:
    a. You shall join the company on or before **03-May-2021.**
    b. Accuracy of the testimonials and information provided by you
    c. Your being free from any contractual restrictions preventing you from accepting this offer or starting work on above mentioned date.
    d. Successful background verification and reference check. In the event the background verification is not satisfactory in the sole opinion of the Company, the Company reserves the right to revoke the offer letter at any time without assigning any reason.
2. On your date of joining, you will be issued a formal Appointment Letter.
3. You shall be based in **Hyderabad Begumpet** but will serve the company or any of its subsidiaries or associated companies in any location within or outside of India.
4. As an employee of the company, you will receive an annual CTC (Cost to the Company) as mentioned in Annexure attached on Page 2.
5. In case you decide to leave the service of the organization, you will be required to give 30 days' notice. The organization in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the organization the gross salary for the notice period so reduced/ waived off.
6. You agree that, during the term of this Agreement or any extensions and for a period of two (2) years thereafter, you will keep confidential any information which you obtains from the Company or any of said entities' subsidiaries, sister corporations or concerns, now or hereafter existing or created, concerning their client data properties, assets, content of this letter of intent, particular or detail of products, developing process, technical knowhow, administrative or organizational matters, proprietary assets, source codes, copyrights, business methods, and trade secrets.
7. Upon termination of employment, all company documents, information and property, business cards, office keys must be returned to the office prior to leaving.
8. Work from home: In view of the Covid-19 situation you will be working from home starting your joining date. While working from home you shall adhere to the company wide guidelines on work from home to ensure business continuity. However, you are will be expected to report to your work location as per the timelines decided by HR, once the office re-opens and is ready for the daily function.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours sincerely
For Info Edge India Ltd

I accept the terms and conditions of this offer

Sharmeen Khalid
Chief Human Resources Officer

INFO EDGE

INFO EDGE (INDIA)LTD.

Annexure

Name: Pratyaksha Pritam	**Designation:**Senior Executive Corporate Sales	
Work Level : B1-C	**Location:**Hyderabad Begumpet	
Entitlement	**Per Month₹**	**Per Annum₹**
Basic Salary	14,996	1,79,952
House Rent Allowance (HRA)	7,498	89,976
Special Allowance	6,911	82,932
Statutory Bonus	2,119	25,428
Sub Total 1	**31,524**	**3,78,288**
Company's Contribution to PF	1,800	21,600
Sub Total 2	**33,324**	**3,99,888**
Annual Entitlement		
Group Mediclaim Insurance**		15,111
Gratuity (Estimated)***		8,656
Sub Total 3		**23,767**
Gross Annual Fixed (Grand Total)		**4,23,655**
Annual Variable Pay^		**1,35,000**
Total Cost to Company ^^^ (at 100% payout)		**5,58,655**

^ Annual Variable Pay:

The indicative range of Annual performance incentive at your work level is Rs.0/- to Rs.1,35,000/-

Please Note:

- This amount will be paid on pro-rata basis on the target achievement.
- This is not a guaranteed component of your compensation and that actual pay out shall be calculated based on parameters as fixed for measuring Individual, Department and Company performance.
- The incentive plan may be revised from time to time.

^^^Total Cost to Company:

- Total Cost to Company is a total of Gross Annual Fixed and Annual Variable Pay/Annual Management Bonus/ Annual Tech Bonus at 100% payout as per the clause mentioned above

ESI/Income tax/ local tax will be deducted as per the prevailing rules.

Apart from the above, you will be entitled to insurance coverage. The details of the same mentioned below:

** **Group Medical Insurance:**

You will be entitled to Medical Insurance Coverage as per company policy.

***You are entitled to retiral benefit of gratuity as per provisions of "Payment of Gratuity Act 1972"

The amount indicated is equivalent to 15 days Basic Salary on a base of 26 days in a month, for every completed year as part thereof in excess of Six months. The payment shall be contingent upon continuous Service of 5 years with the company. As per the act, the gratuity payable at the end of service shall not exceed twenty lakh rupees.

ACCIDENTAL INSURANCE

You will be entitled to Accidental Insurance Coverage as per company policy.

INFO EDGE

INFO EDGE (INDIA)LTD.

11-Feb-2021

PRIVATE AND CONFIDENTIAL

Ms. Prachi Chhabra

We are pleased to offer you the position of **Senior Executive Corporate Sales** in **Sales Naukri(Naukri.Com)** with Info Edge India Ltd.

1. This **Letter of Intent** is being issued subject to the following terms:
    a. You shall join the company on or before **03-May-2021.**
    b. Accuracy of the testimonials and information provided by you
    c. Your being free from any contractual restrictions preventing you from accepting this offer or starting work on above mentioned date.
    d. Successful background verification and reference check. In the event the background verification is not satisfactory in the sole opinion of the Company, the Company reserves the right to revoke the offer letter at any time without assigning any reason.
2. On your date of joining, you will be issued a formal Appointment Letter.
3. You shall be based in **Hyderabad Begumpet** but will serve the company or any of its subsidiaries or associated companies in any location within or outside of India.
4. As an employee of the company, you will receive an annual CTC (Cost to the Company) as mentioned in Annexure attached on Page 2.
5. In case you decide to leave the service of the organization, you will be required to give 30 days' notice. The organization in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the organization the gross salary for the notice period so reduced/ waived off.
6. You agree that, during the term of this Agreement or any extensions and for a period of two (2) years thereafter, you will keep confidential any information which you obtains from the Company or any of said entities' subsidiaries, sister corporations or concerns, now or hereafter existing or created, concerning their client data properties, assets, content of this letter of intent, particular or detail of products, developing process, technical knowhow, administrative or organizational matters, proprietary assets, source codes, copyrights, business methods, and trade secrets.
7. Upon termination of employment, all company documents, information and property, business cards, office keys must be returned to the office prior to leaving.
8. Work from home: In view of the Covid-19 situation you will be working from home starting your joining date. While working from home you shall adhere to the company wide guidelines on work from home to ensure business continuity. However, you are will be expected to report to your work location as per the timelines decided by HR, once the office re-opens and is ready for the daily function.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours sincerely
For Info Edge India Ltd

I accept the terms and conditions of this offer

Sharmeen Khalid
Chief Human Resources Officer

INFO EDGE

INFO EDGE (INDIA)LTD.

Annexure

Name: Prachi Chhabra	**Designation:**Senior Executive Corporate Sales	
Work Level : B1-C	**Location:**Hyderabad Begumpet	
Entitlement	**Per Month₹**	**Per Annum₹**
Basic Salary	14,996	1,79,952
House Rent Allowance (HRA)	7,498	89,976
Special Allowance	6,911	82,932
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Sub Total 1	**31,524**	**3,78,288**
Company's Contribution to PF	1,800	21,600
Sub Total 2	**33,324**	**3,99,888**
Annual Entitlement		
Group Mediclaim Insurance**		15,111
Gratuity (Estimated)***		8,656
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Gross Annual Fixed (Grand Total)		**4,23,655**
Annual Variable Pay^		**1,35,000**
Total Cost to Company ^^^ (at 100% payout)		**5,58,655**

^ Annual Variable Pay:

The indicative range of Annual performance incentive at your work level is Rs.0/- to Rs.1,35,000/-

Please Note:

- This amount will be paid on pro-rata basis on the target achievement.
- This is not a guaranteed component of your compensation and that actual pay out shall be calculated based on parameters as fixed for measuring Individual, Department and Company performance.
- The incentive plan may be revised from time to time.

^^^Total Cost to Company:

- Total Cost to Company is a total of Gross Annual Fixed and Annual Variable Pay/Annual Management Bonus/ Annual Tech Bonus at 100% payout as per the clause mentioned above

ESI/Income tax/ local tax will be deducted as per the prevailing rules.

Apart from the above, you will be entitled to insurance coverage. The details of the same mentioned below:

** **Group Medical Insurance:**

You will be entitled to Medical Insurance Coverage as per company policy.

***You are entitled to retiral benefit of gratuity as per provisions of "Payment of Gratuity Act 1972"

The amount indicated is equivalent to 15 days Basic Salary on a base of 26 days in a month, for every completed year as part thereof in excess of Six months. The payment shall be contingent upon continuous Service of 5 years with the company. As per the act, the gratuity payable at the end of service shall not exceed twenty lakh rupees.

ACCIDENTAL INSURANCE

You will be entitled to Accidental Insurance Coverage as per company policy.

16-Mar-2021

Nurshi Namrata Tripathy
BL- 8 Nurshi Namrata Niwas, Basanti colony,
Rourkela - 769012

Dear **Nurshi Namrata**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate Consultant** in **Advisory** with the Company. You will be part of the **DA Core-TS-FA/FDD team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns,

assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties

including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the

Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of

employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided

by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not

retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **19-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Indrani Ghoshal
Director-Human Resources

I am pleased to accept the offer contained above.

Nurshi Namrata Tripathy

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those

persons who need to maintain independence with respect to the Firm's clients. They are ' **Member of the Firm** ' and ' **Covered Person** ' . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same ' **office** ' in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept

applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

- If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Nurshi Namrata Tripathy
Associate Consultant
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate Consultant
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Associate Consultant
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name

		2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate Consultant
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate Consultant
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate Consultant
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate Consultant
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate Consultant

C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate Consultant
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate Consultant
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate Consultant
C12	**Purchase of computer**	✓

	at home	
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Tripathy, Nurshi
Offer electronically accepted on: Mar 17, 2021 10:52 AM
Offer electronically accepted from: 49.37.2.137

16-Mar-2021

Priya Maskara
136, Jessore Road Avani Oxford Phase 2, 23A NS Rioad, Kolkata - 700055

Dear **Priya**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate Consultant** in **Advisory** with the Company. You will be part of the **DA Core-TS-FA/FDD team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in

documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also

terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be

entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards

to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your

delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **19-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Indrani Ghoshal
Director-Human Resources

I am pleased to accept the offer contained above.

Priya Maskara

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This

includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under **- When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** — immediate family members plus your non-dependent parents,

non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Priya Maskara
Associate Consultant
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in tha regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as p income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate Consultant
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate Consultant
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid:	
	Rent Paid	**Requirement**
	More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate Consultant
C2	**Car Lease**	**X**

	Rentals/Insurance	
	-	
		Associate Consultant
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate Consultant
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate Consultant
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate Consultant
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate Consultant
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager.	

	Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate Consultant
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate Consultant
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C13	**Flight Upgrade**	**X**
	-	

16-Mar-2021

Roshni Sharma
H-5/1008, Street No. 2, Bharat Nagar, Batala Road,
Amritsar - 143001

Dear **Roshni**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate Consultant** in **Advisory** with the Company. You will be part of the **DA Core-TS-FA/FDD team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in

documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also

terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be

entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards

to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your

delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **19-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Indrani Ghoshal
Director-Human Resources

I am pleased to accept the offer contained above.

Roshni Sharma

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This

includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** — immediate family members plus your non-dependent parents,

non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Roshni Sharma
Associate Consultant
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in tha regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as p income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate Consultant
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate Consultant
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid:	

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Associate Consultant
C2	**Car Lease**	**X**

	Rentals/Insurance	
	-	
		Associate Consultant
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate Consultant
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate Consultant
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate Consultant
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate Consultant
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager.	

	Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate Consultant
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate Consultant
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Sharma, Roshni
Offer electronically accepted on: Mar 17, 2021 2:56 PM
Offer electronically accepted from: 114.134.27.128

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Offer of Employment:Advisory

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 15:32
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Human Resources** <hr-empty@hcm-talentkonnect.com>
Date: Tue, Mar 16, 2021 at 4:09 PM
Subject: Offer of Employment:Advisory
To: <sharmaroshani898@gmail.com>
Cc: <priyankapawar2@kpmg.com>

Dear Roshni,

Congratulations on your offer from KPMG Global Services Private Limited.

We are delighted to offer you the position of Associate Consultant with an anticipated start date of 05-Apr-2021. You are required to review the details of the Job offer and provide your response online before 19-Mar-2021. You may be required to respond before the offer's expiration date, so please click here to visit the site soon.

Login with the username "**RoshaniSharma28**" and the password that you had created when applying. As a first time user, you will be required to create a new user name & set the password.

Please feel free to reach out to your recruiter Priyanka Pawar / priyankapawar2@kpmg.com in case of any queries.
We would like to take this opportunity of welcoming you and wishing you success in your career with us.

Best Regards,
Human Resources

Replies to this message are undeliverable and will not reach the Human Resources Department. Please do not reply.

Virus-free. www.avg.com

2 attachments

Total Rewards.pdf
376K

Offer Letter - Roshani.pdf
489K

Welcome to KPMG in India's online job application system

There has never been a more exciting time to work at KPMG in India. Every day our people are making a difference by helping to transform businesses, enhance performance and create value for our clients by solving their most critical challenges.

Working at KPMG in India means you'll have the opportunity to expand your global mindset, through international career opportunities and have access to world class learning and development tools while working alongside some of the brightest minds in business, addressing complex issues and making a difference.

Offer has been accepted

Printable Format

16-Mar-2021

Srishti Gupta
B-111 Manu Apartments, Mayur Vihar Phase -1,
Delhi - 110091

Dear **Srishti**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate Consultant** in **Advisory** with the Company. You will be part of the **DA Core-TS-FA/FDD team.**

Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution

under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

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   You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned

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C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

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Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

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3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive

marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement

written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/

particulars provided by you with regard to your educational professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **19-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Indrani Ghoshal
Director-Human Resources

I am pleased to accept the offer contained above.

Srishti Gupta

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain

the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 1

INDICATIVE COMPENSATION PLAN

Srishti Gupta
Associate Consultant
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of INR 300000

Group Personal Accident Insurance: You are covered to the extent of INR

	1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:

		Associate Consultant
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.

The balance of 'Cost to Co.' can be structured using the following options:

		Associate Consultant
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name

			details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate Consultant	
C2	**Car Lease Rentals/Insurance**	**X**	
	-		
		Associate Consultant	
C3	**Andriod / iPhone Handset reimbursement**	**X**	
	-		
		Associate Consultant	
C4	**Car Reimbursements**	**X**	
	Fuel	NA	
	Maintenance	NA	
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)		
		Associate Consultant	
C5	**Medical Expenses**	✓	

	Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate Consultant
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate Consultant
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate Consultant
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed)	

		Associate Consultant
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate Consultant
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Gupta, Srishti
Offer electronically accepted on: Mar 16, 2021 9:32 PM
Offer electronically accepted from: 110.227.139.211

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Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Offer of Employment:Advisory

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 15:34
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Human Resources** <hr-empty@hcm-talentkonnect.com>
Date: Tue, 16 Mar 2021 at 16:10
Subject: Offer of Employment:Advisory
To: <srishtigupta1512@gmail.com>
Cc: <priyankapawar2@kpmg.com>

Dear Srishti,

Congratulations on your offer from KPMG Global Services Private Limited.

We are delighted to offer you the position of Associate Consultant with an anticipated start date of 05-Apr-2021. You are required to review the details of the Job offer and provide your response online before 19-Mar-2021. You may be required to respond before the offer's expiration date, so please click here to visit the site soon.

Login with the username "**srishtigupta1512**" and the password that you had created when applying. As a first time user, you will be required to create a new user name & set the password.

Please feel free to reach out to your recruiter Priyanka Pawar / priyankapawar2@kpmg.com in case of any queries. We would like to take this opportunity of welcoming you and wishing you success in your career with us.

Best Regards,
Human Resources

Replies to this message are undeliverable and will not reach the Human Resources Department. Please do not reply.

Virus-free. www.avg.com

KPMG Career Portal-offer letter.pdf
569K

16-Mar-2021

Swaroop Kumar Chandak
Sanjay textile, P.O. – Bisra Main Road, Bisra,
Rourkela - 770036

Dear **Swaroop**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate Consultant** in **Advisory** with the Company. You will be part of the **DA Core-TS-FA/FDD team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the

merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to

your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the

information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the

Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in

terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate

injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any

form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **19-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Indrani Ghoshal
Director-Human Resources

I am pleased to accept the offer contained above.

Swaroop Kumar Chandak

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

‘Member of the Firm’ - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Swaroop Chandak
Associate Consultant
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate Consultant
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate Consultant
C1	**House Rent Allowance**	✔
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid:	

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Associate Consultant
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate Consultant
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate Consultant
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate Consultant
C5	**Medical Expenses**	✔
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate Consultant
C6	**Leave Travel Allowance**	✔
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C7	**Children's Education Allowance**	✔
	Exemption as per IT Rules.	

		Associate Consultant
C8	**Expenses in pursuit of Education**	✔
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C9	**Transport Allowance**	✔
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate Consultant
C10	**Home landline/ Mobile bill reimbursements**	✔
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C11	**Meal Vouchers**	✔
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate Consultant
C12	**Purchase of computer at home**	✔
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Chandak, Swaroop
Offer electronically accepted on: Mar 17, 2021 10:52 AM
Offer electronically accepted from: 157.41.43.208

adani wilmar

Ref:- Offer Letter/AWL - MT/2021/113 **Date: 31st March 2021**

Mr. Chinthapalli Himagiri
Qualification & Stream: MBA (Marketing)
Institute Name & Location: IBS - Hyderabad

Offer Letter

This has reference to the campus drive, we had at your Institute. We are pleased to inform you that you have been selected for the position of "**Management Trainee**" in our Organization. The general terms and conditions of appointment would be as follows:

Remuneration: Your remuneration will be as per **Annexure "A"** attached herewith.

Training Period: Training period would be of **12 Months** from the date of joining. On successful completion of your training you will be confirmed in the organization as an "**Executive / Senior Area Sales Executive".**

Your offer will be confirmed subject to you being found medically fit. You must undergo Pre-Employment medical tests as per attached **Annexure "B".**

A formal letter of appointment, setting out terms and conditions of employment in detail shall be issued to you on your joining.

Kindly share the acceptance of the offer letter. You shall join the organization as a Trainee on **1st June 2021.** At the time of joining you need to present all the original documents mentioned in **Annexure "C".**

With Best Wishes,
For Adani Wilmar Ltd

Sidhartha Ghosh
Chief Human Resources Officer

I accept all the terms and conditions stated in the above offer letter and would be joining as required by the company.

Name: - Dated Signature: -

Adani Wilmar Ltd
Fortune House
Nr Navrangpura Railway Crossing
Ahmedabad 380 009
Gujarat, India
CIN: U15146GJ1999PLC035320

Tel +91 79 2645 5650
Fax +91 79 2645 5621
info@adaniwilmar.in
www.adaniwilmar.com

adani wilmar

Ref:- Offer Letter/AWL - MT/2021/113 **Date: 31st March 2021**

Mr. Chinthapalli Himagiri
Management Trainee

Annexure "A"

1. CTC Details *(Amount mentioned is in Indian Rupee)* :-

Particulars	CTC PM	CTC PA
Basic Salary	25000 PM	300000 PA
House Rent Allowance	10000 PM	120000 PA
Other Allowance	18167 PM	218004 PA
Meal Allowance	2500 PM	30000 PA
LTA	750 PM	9000 PA
Exgratia	2083 PM	24996 PA
Provident Fund (Co.'s Contribution)	3000 PM	36000 PA
Gratuity	1000 PM	12000 PA
Total CTC	**62500 PM**	**750000 PA**

2. Retention bonus of INR 1 LPA – to be payable on completion of 2nd year, i.e. INR 2 Lakh will be paid after completion of 2 year from date of joining. From 3rd year onwards, Retention bonus amount INR 1 Lakh will be merged in annual CTC.

Note: -

- CTC means Cost to Company
- Taxes on the above shall be borne by the employee

For Adani Wilmar Ltd

Sidhartha Ghosh
Chief Human Resources Officer

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Ref:- Offer Letter/AWL - MT/2021/113 **Date: 31st March 2021**

Annexure–"B"

Sr. No.	Pre – Employment Medical Test
1	Lipid Profile
2	Haemoglobin
3	ESR, RBC, Blood Group
4	Blood Sugar (Fasting & PP)
5	Blood Pressure
6	Liver Function Test (SGPT & SGOT)
7	X-Ray (Chest)
8	Eye Test
9	Consultation with Physician for physical check-up

Annexure–"C"

Sr. No.	Particulars
1	Signed copy of accepted Offer Letter / Appointment Letter
2	Proof of Date of Birth i.e. S.S.C certificate OR Birth certificate
3	Resignation letter – Relieving letter from current employer *(if applicable)*
4	S.S.C & H.S.C Mark Sheet & Certificate
5	Mark Sheet and Certificate – Degree / Diploma / Post Graduation
6	Previous Employment records – Reflecting date of joining and relieving from each company *(if applicable)*
7	Passport sized photograph – 3 Nos.
8	PAN Card, Aadhar Card & UAN No

adani wilmar

Ref:- Offer Letter/AWL - MT/2021/114 **Date: 31st March 2021**

Mr. Rajan Kumar
Qualification & Stream: MBA (Marketing)
Institute Name & Location: IBS - Hyderabad

Offer Letter

This has reference to the campus drive, we had at your Institute. We are pleased to inform you that you have been selected for the position of **"Management Trainee"** in our Organization. The general terms and conditions of appointment would be as follows:

Remuneration: Your remuneration will be as per **Annexure "A"** attached herewith.

Training Period: Training period would be of **12 Months** from the date of joining. On successful completion of your training you will be confirmed in the organization as an **"Executive / Senior Area Sales Executive".**

Your offer will be confirmed subject to you being found medically fit. You must undergo Pre-Employment medical tests as per attached **Annexure "B".**

A formal letter of appointment, setting out terms and conditions of employment in detail shall be issued to you on your joining.

Kindly share the acceptance of the offer letter. You shall join the organization as a Trainee on **1st June 2021.** At the time of joining you need to present all the original documents mentioned in **Annexure "C".**

With Best Wishes,
For Adani Wilmar Ltd

Sidhartha Ghosh
Chief Human Resources Officer

I accept all the terms and conditions stated in the above offer letter and would be joining as required by the company.

Name: - Dated Signature: -

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adani wilmar

Ref:- Offer Letter/AWL - MT/2021/114 **Date: 31st March 2021**

Mr. Rajan Kumar
Management Trainee

Annexure "A"

1. CTC Details *(Amount mentioned is in Indian Rupee)* :-

Particulars	CTC PM	CTC PA
Basic Salary	25000 PM	300000 PA
House Rent Allowance	10000 PM	120000 PA
Other Allowance	18167 PM	218004 PA
Meal Allowance	2500 PM	30000 PA
LTA	750 PM	9000 PA
Exgratia	2083 PM	24996 PA
Provident Fund (Co.'s Contribution)	3000 PM	36000 PA
Gratuity	1000 PM	12000 PA
Total CTC	**62500 PM**	**750000 PA**

2. Retention bonus of INR 1 LPA – to be payable on completion of 2nd year, i.e. INR 2 Lakh will be paid after completion of 2 year from date of joining. From 3rd year onwards, Retention bonus amount INR 1 Lakh will be merged in annual CTC.

Note: -

- CTC means Cost to Company
- Taxes on the above shall be borne by the employee

For Adani Wilmar Ltd

Sidhartha Ghosh
Chief Human Resources Officer

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Ref:- Offer Letter/AWL - MT/2021/114 **Date: 31st March 2021**

Annexure–"B"

Sr. No.	Pre – Employment Medical Test
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5	Blood Pressure
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7	X-Ray (Chest)
8	Eye Test
9	Consultation with Physician for physical check-up

Annexure–"C"

Sr. No.	Particulars
1	Signed copy of accepted Offer Letter / Appointment Letter
2	Proof of Date of Birth i.e. S.S.C certificate OR Birth certificate
3	Resignation letter – Relieving letter from current employer *(if applicable)*
4	S.S.C & H.S.C Mark Sheet & Certificate
5	Mark Sheet and Certificate – Degree / Diploma / Post Graduation
6	Previous Employment records – Reflecting date of joining and relieving from each company *(if applicable)*
7	Passport sized photograph – 3 Nos.
8	PAN Card, Aadhar Card & UAN No

adani wilmar

Ref:- Offer Letter/AWL - MT/2021/112 **Date: 31st March 2021**

Mr. Rishav Kumar Agarwal
Qualification & Stream: MBA (Marketing)
Institute Name & Location: IBS - Hyderabad

Offer Letter

This has reference to the campus drive, we had at your Institute. We are pleased to inform you that you have been selected for the position of "**Management Trainee**" in our Organization. The general terms and conditions of appointment would be as follows:

Remuneration: Your remuneration will be as per **Annexure "A"** attached herewith.

Training Period: Training period would be of **12 Months** from the date of joining. On successful completion of your training you will be confirmed in the organization as an "**Executive / Senior Area Sales Executive".**

Your offer will be confirmed subject to you being found medically fit. You must undergo Pre-Employment medical tests as per attached **Annexure "B".**

A formal letter of appointment, setting out terms and conditions of employment in detail shall be issued to you on your joining.

Kindly share the acceptance of the offer letter. You shall join the organization as a Trainee on **1st June 2021.** At the time of joining you need to present all the original documents mentioned in **Annexure "C".**

With Best Wishes,
For Adani Wilmar Ltd

Sidhartha Ghosh
Chief Human Resources Officer

I accept all the terms and conditions stated in the above offer letter and would be joining as required by the company.

Name: - Dated Signature: -

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adani wilmar

Ref:- Offer Letter/AWL - MT/2021/112 **Date: 31st March 2021**

Mr. Rishav Kumar Agarwal
Management Trainee

Annexure "A"

1. CTC Details *(Amount mentioned is in Indian Rupee)* :-

Particulars	CTC PM	CTC PA
Basic Salary	25000 PM	300000 PA
House Rent Allowance	10000 PM	120000 PA
Other Allowance	18167 PM	218004 PA
Meal Allowance	2500 PM	30000 PA
LTA	750 PM	9000 PA
Exgratia	2083 PM	24996 PA
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Gratuity	1000 PM	12000 PA
Total CTC	**62500 PM**	**750000 PA**

2. Retention bonus of INR 1 LPA – to be payable on completion of 2nd year, i.e. INR 2 Lakh will be paid after completion of 2 year from date of joining. From 3rd year onwards, Retention bonus amount INR 1 Lakh will be merged in annual CTC.

Note: -

- CTC means Cost to Company
- Taxes on the above shall be borne by the employee

For Adani Wilmar Ltd

Sidhartha Ghosh
Chief Human Resources Officer

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Annexure–"B"

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9	Consultation with Physician for physical check-up

Annexure–"C"

Sr. No.	Particulars
1	Signed copy of accepted Offer Letter / Appointment Letter
2	Proof of Date of Birth i.e. S.S.C certificate OR Birth certificate
3	Resignation letter – Relieving letter from current employer *(if applicable)*
4	S.S.C & H.S.C Mark Sheet & Certificate
5	Mark Sheet and Certificate – Degree / Diploma / Post Graduation
6	Previous Employment records – Reflecting date of joining and relieving from each company *(if applicable)*
7	Passport sized photograph – 3 Nos.
8	PAN Card, Aadhar Card & UAN No

DocuSign Envelope ID: 27E2F199-973E-4DA0-9496-704E9A5D97A5

Date: 24-Feb-2021

Dear: Bhumika

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer and is subject to you passing all your examinations.

Your annual emoluments will be **INR 647,423 (Rupees Six Lakh Forty Seven Thousand Four Hundred Twenty Three Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your promotion readiness will be assessed on the basis of your performance, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	**Salary Increment Eligibility**
October 2020 – March 2021	January 2022*
April 2021– September 2021	July 2022*
October 2021 – March 2022	January 2023*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your goals, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 25-Feb-2021, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

DocuSigned by:
Sushma Rana
6E8D160CF8FF4F7...

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Registered Office: Smartcube India Private Limited
37, Hauz Khas Village, New Delhi - 110016
CIN: U33119DL1999PTC99268

Level 6 Tower A
Windsor IT Park A1
Sector 125 Noida 201301
India

T +91 (120)450 8000
india@thesmartcube.com
thesmartcube.com

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
One Time Bonus*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***One Time Bonus**
This is a one-time payout of INR 30,000 to be paid in two equal instalments along with the 9th and 12th month salary. Your fixed gross salary will be considered during the annual increment process. The one-time bonus stands recoverable in case you decide to leave the firm before completing 18 months from the date of joining The Smart Cube.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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Sushma Rana
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DocuSign Envelope ID: 27E2F199-973E-4DA0-9496-704E9A5D97A5

Date: 24-Feb-2021

Dear: Aditya

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer and is subject to you passing all your examinations.

Your annual emoluments will be **INR 647,423 (Rupees Six Lakh Forty Seven Thousand Four Hundred Twenty Three Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your promotion readiness will be assessed on the basis of your performance, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

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Date of Joining	**Salary Increment Eligibility**
October 2020 – March 2021	January 2022*
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October 2021 – March 2022	January 2023*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your goals, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 25-Feb-2021, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

DocuSigned by:

Sushma Rana

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Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

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Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
One Time Bonus*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***One Time Bonus**
This is a one-time payout of INR 30,000 to be paid in two equal instalments along with the 9th and 12th month salary. Your fixed gross salary will be considered during the annual increment process. The one-time bonus stands recoverable in case you decide to leave the firm before completing 18 months from the date of joining The Smart Cube.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

DocuSigned by:
Sushma Rana
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Date: 22nd February 2021

To

Ms. Pooja Archana Dash,
MIG - 190, Lane - 5,
Kalinga Vihar, Patrapada,
Bhubaneswar – 751019,
Odisha.

Dear **Ms. Pooja,**

Sub: Letter of Offer for Employment

Following our recent discussions, we are delighted to offer you the position of **"Management Trainee"** with CEIPAL Solutions Private Limited. Your mutually agreed CTC is **Rs. 7,00,000/- (Rupees Seven Lakhs only) per annum. *This includes 1.5 lakhs of Incentives** (based on the sales numbers you achieve) and expected date of joining is on **Monday 1st March 2021** at our Corporate Office in Hyderabad. By joining our Organization, you will become part of a fast-paced and dedicated team that works together to provide our clients with the highest possible level of technical expertise and advice.

As a member of CEIPAL, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of CEIPAL Solutions Private Limited. In return, we are committed to providing you with every opportunity to learn grow and stretch to the highest level of your ability and potential.

Your detailed salary break up is mentioned in **ANNEXURE – I.**

Your offer has been made based on information furnished by you. However if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment. **This offer is not valid after Monday 1st March 2021.**

Employment as per this offer is subject to your being medically fit.

Please sign and return duplicate copy of this letter in token of your acceptance.

We are confident you will find this new opportunity both challenging and rewarding. All of us at CEIPAL Solutions Private Limited are excited that you will be joining our team!

Yours Sincerely,
For CEIPAL Solutions Private Limited

Director-Human Resources

Employee Sign ……. Date……

Annexure I - Compensation Plan

Earnings	Monthly	Yearly
Basic Salary	16041	192492
House Rent Allowances	6416	76997
Conveyance Allowance	1600	19200
Medical Allowances	1250	15000
Night Shift Allowances	5000	60000
Spl Allowances	13726	164711
EPF (Employer Contribution)	1800	21600
ESI (Employer Contribution)	0	0
Total Earnings	**45833**	**550000**
Deductions	**Monthly**	**Yearly**
Provident Fund (Employee & Employer)	3600	43200
Profession Tax	200	2400
ESI (Employee & Employer)	0	0
Total Deductions	3800	45600
Net Salary	**42,033**	**5,04,400**
Incentives		**1,50,000**

<u>*Sales Incentives:</u>

1. There is no cap to the amount of Incentive a Sales Rep can earn in a year.
2. A typical sales rep can earn Incentives up to **1.5 lakhs per year** if he meets 100% of his Sales targets.
3. The incentives for the sales targets achieved in a month will be paid in the next month's payroll.

Note:

1. All Salary components are governed by the company polices and statutory guidelines
2. Any personal tax liability out of compensation will be borne solely by the employee
3. The Company retains the right to modify and/or discontinue its Sales Incentive Plan.

Documents to be submitted on the date of joining:

1. Last Hike Letter
2. Current Company Appointment Letter
3. Current Company Relieving Letter
4. Last 3 months Pay slips
5. Last 3 months Bank Statements
6. Form 16
7. All Experience Letters
8. ID Proof
9. Address Proof
10. Educational Certificates
11. A void savings account Cheque
12. AADHAR Card
13. PAN Card
14. Photographs

Director-Human Resources

Employee Sign ……. Date……

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/160

To
Siddharth Shrivastav
Behind Ram Mandir,
ACC Labour Camp Jamul,
Near Vodafone Tower. Bhilai.
Chhattisgarh. Distt-
Durg. Pincode-490024.

Dear **Siddharth,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **756000**/- per annum (**Rupees Seven Lakh Fifty SixThousand**) per annum and the Variable Compensation will be INR **84000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
    - **Education - SSC, Intermediate, Degree & PG (as applicable)**
    - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
    - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

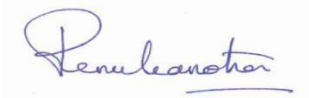

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India

E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	16000
H R A (Per Month)	6400
C P F (Per Month)	1920
Lunch (Per Month)	1100
Special Pay (Per Month)	37580
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**756000**
Variable Pay @ 100% accrual per annum –B	**84000**
Total (A+B)	**840000**

Other Benefits

Leave Encashment (Per Annum)	8000
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10909
Total Benefits (Per Annum) *C	**51909**

Cost To Company (CTC); (A+B+C) Per Annum = INR 891909/-

*Gratuity is paid as per prevailing gratuity act.

Accepted : Yes

Signature : 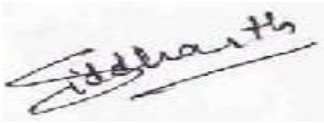

Date : 03/03/2021

Offer: Human Resource
Ref: TCSL/DT20217520075/Hyderabad
Date: 25/02/2021

Ms. Neha Bajirao Gajbhiye
Qtr No : B/30 Cmpdi , Ri-1vQtr. No.B-30, Cmpdi, Ri-Iv, Kasturba Nagar Jaripatka, Nagpur, Pin No- 4400
Cmpdi Colony,
Nagpur-440014,
Maharashtra.
Tel# -

Dear Neha Bajirao Gajbhiye,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Neha Bajirao Gajbhiye**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Human Resource
Ref: TCSL/DT20217520098/Hyderabad
Date: 25/02/2021

Ms. Ashima Malhotra
170 Second FloorBhera Enclave,
Paschim Vihar,
New Delhi-110087,
Delhi.
Tel# -

Dear Ashima Malhotra,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
 *There is no criminal offence registered/pending against you
 *There is no disciplinary case pending against you in the university
 *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Ashima Malhotra**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Human Resource
Ref: TCSL/CT20213598068/Hyderabad
Date: 25/02/2021

Ms. Muskan Vashist
S15, Flat No. A1 Naveen ShahdaraS-15 Flat No A-1 Naveen Shahdra,
Near Gyani Da Dhaba,
Delhi-110032,
Delhi.
Tel# 91-7337598151

Dear Muskan Vashist,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Muskan Vashist**
Designation	**Management Trainee**
Institute Name	**Icfai Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Human Resource
Ref: TCSL/DT20217519995/Hyderabad
Date: 25/02/2021

Ms. K Ankita
Q No - 11Dhala Road,
Tinplate,
Jamshedpur-831003,
Jharkhand.
Tel# 91-7541827946

Dear K Ankita,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

TATA CONSULTANCY SERVICES
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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**K Ankita**
Designation	**Management Trainee**
Institute Name	**Icfai Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Human Resource
Ref: TCSL/DT20217520573/Hyderabad
Date: 25/02/2021

Ms. M Tharunikha
38d, Dda Flats, Harsh ApartmentsSector-10, Pocket-1,,
Dwarka,
Dwarka-110075,
New Delhi.
Tel# -

Dear M Tharunikha,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**M Tharunikha**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Pavan Parchuri
H.No.1/15, Munuma Vari Bazaar, Nadendla Village, Nadendla Mandal, Guntur Dt.,
AndhraPradesh, 522234

Guntur 522234

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Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

March 4, 2021

Dear Pavan Parchuri

Congratulations! We are pleased to offer you the position of Trainee, Data Management for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective April 12, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation) and Annexure B (Additional Terms and Conditions of Employment) attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval please evidence your acceptance of such by signing where indicated below.

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000 . For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Relocation Expenses:

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than 150 Kms away from Invesco Office Location. This is a onetime payment at the time of hiring and you must provide Invesco with documentation acceptable to Invesco documenting the relocation expense. Relocation allowance must be repaid to Invesco within

30 days should your employment with Invesco be terminated for any reason, save for death, permanent disability or involuntary reduction in force within twelve months from your actual start date with Invesco. Such repayment may be made by Invesco deducting relocation amounts from your final paycheck. Below are the details on relocation:

Level / Title	**Eligible Amount**
Trainee	INR 2,50,000

Note: You can utilize the allocated relocation budget against any of below Service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit dully filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
Pavan Parchuri, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Dharani Deepika Dasari (at DharaniDeepika.Dasari@invesco.com) by March 7, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by March 7, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
Pavan Parchuri

Start Date: _____

Pavan Parchuri
H.No.1/15, Munuma Vari Bazaar, Nadendla Village, Nadendla Mandal, Guntur Dt.,
AndhraPradesh, 522234

Guntur 522234

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15th Floor, Block 6, North Tower
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SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

March 4, 2021
Name: Pavan Parchuri
Job Title: Trainee, Data Management

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9,360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Pavan Parchuri
H.No.1/15, Munuma Vari Bazaar, Nadendla Village, Nadendla Mandal, Guntur Dt.,
AndhraPradesh, 522234

Guntur 522234

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

1.7 You represent to IIPL that you:

(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
(b) are mentally and physically fit to perform the duties outlined in paragraph 1.2;
(c) are not using any illicit drugs;
(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
− All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
− All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced, it shall continue until terminated as hereinafter provided in Part 12, provided however that Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 All transfers and promotions will be considered on an individual basis and in line with IIPL's policy.

3.2 IIPL may, at its discretion, transfer you to any business location of IIPL or its affiliates in accordance with the Employee Guide.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

Pavan Parchuri

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

Pavan Parchuri

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
Pavan Parchuri

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
Pavan Parchuri

Shaonly Chowdhury
E−184 EAST SONARI,P.O.− SONARI JAMSHEDPUR

Jamshedpur 831011

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
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HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

March 4, 2021

Dear Shaonly Chowdhury

Congratulations! We are pleased to offer you the position of Trainee, Data Management for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective April 12, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation) and Annexure B (Additional Terms and Conditions of Employment) attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval please evidence your acceptance of such by signing where indicated below.

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Relocation Expenses:

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than 150 Kms away from Invesco Office Location. This is a onetime payment at the time of hiring and you must provide Invesco with documentation acceptable to Invesco documenting the relocation expense. Relocation allowance must be repaid to Invesco within

30 days should your employment with Invesco be terminated for any reason, save for death, permanent disability or involuntary reduction in force within twelve months from your actual start date with Invesco. Such repayment may be made by Invesco deducting relocation amounts from your final paycheck. Below are the details on relocation:

Level / Title	**Eligible Amount**
Trainee	INR 2,50,000

Note: You can utilize the allocated relocation budget against any of below Service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit dully filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
Shaonly Chowdhury, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Gayathri Santhoshi (at Santhoshi.Gayithri@invesco.com) by March 7, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by March 7, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
Shaonly Chowdhury

Start Date: _____

Shaonly Chowdhury
E−184 EAST SONARI,P.O.− SONARI JAMSHEDPUR

Jamshedpur 831011

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HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

March 4, 2021
Name: Shaonly Chowdhury
Job Title: Trainee, Data Management

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9,360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Shaonly Chowdhury
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1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

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(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
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(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
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PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

Shaonly Chowdhury

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

Shaonly Chowdhury

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
Shaonly Chowdhury

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
Shaonly Chowdhury

Venkata Divakaruni
1−1−773/ A/ 1, DVR GNANA KALPA, Opp.srinivasa grounds, Gandhinagar

Hyderabad 500080

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

March 4, 2021

Dear Venkata Divakaruni

Congratulations! We are pleased to offer you the position of Trainee, Data Management for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective April 12, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation), Annexure B (Additional Terms and Conditions of Employment), Annexure C (Sensitive Personal Data or Information Collection Statement), Annexure D (Notice) and Annexure E attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval, please evidence your acceptance of such by signing where indicated below. The terms of this offer letter, Annexure A, Annexure B, Annexure C, Annexure D, and Annexure E are collectively referred to as "Employment Agreement".

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% − 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
Venkata Divakaruni, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Santoshi Gayithri (at Santhosha.Gayithri@invesco.com) by March 7, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by March 7, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
Venkata Divakaruni

Start Date: _____

Venkata Divakaruni
1−1−773/ A/ 1, DVR GNANA KALPA, Opp.srinivasa grounds, Gandhinagar

Hyderabad 500080

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

March 4, 2021
Name: Venkata Divakaruni
Job Title: Trainee, Data Management

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9,360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Venkata Divakaruni
1−1−773/ A/ 1, DVR GNANA KALPA, Opp.srinivasa grounds, Gandhinagar

Hyderabad 500080

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Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

1.7 You represent to IIPL that you:

(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
(b) are mentally and physically fit to perform the duties outlined in paragraph 1.2;
(c) are not using any illicit drugs;
(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
− All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
− All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced, it shall continue until terminated as hereinafter provided in Part 12, provided however that Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 All transfers and promotions will be considered on an individual basis and in line with IIPL's policy.

3.2 IIPL may, at its discretion, transfer you to any business location of IIPL or its affiliates in accordance with the Employee Guide.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

Venkata Divakaruni

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

Venkata Divakaruni

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
Venkata Divakaruni

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
Venkata Divakaruni

Anushka Varma
House no. 793, Sector 15 A

Hisar 125001

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

March 5, 2021

Dear Anushka Varma

Congratulations! We are pleased to offer you the position of Trainee, Data Management for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective April 12, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation) and Annexure B (Additional Terms and Conditions of Employment) attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval please evidence your acceptance of such by signing where indicated below.

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Relocation Expenses:

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than 150 Kms away from Invesco Office Location. This is a onetime payment at the time of hiring and you must provide Invesco with documentation acceptable to Invesco documenting the relocation expense. Relocation allowance must be repaid to Invesco within

30 days should your employment with Invesco be terminated for any reason, save for death, permanent disability or involuntary reduction in force within twelve months from your actual start date with Invesco. Such repayment may be made by Invesco deducting relocation amounts from your final paycheck. Below are the details on relocation:

Level / Title	**Eligible Amount**
Trainee	INR 2,50,000

Note: You can utilize the allocated relocation budget against any of below Service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit dully filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
Anushka Varma, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Dharani Deepika Dasari (at DharaniDeepika.Dasari@invesco.com) by March 8, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by March 8, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
Anushka Varma

Start Date: _____

Anushka Varma
House no. 793, Sector 15 A

Hisar 125001

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

March 5, 2021
Name: Anushka Varma
Job Title: Trainee, Data Management

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9,360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Anushka Varma
House no. 793, Sector 15 A

Hisar 125001

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

1.7 You represent to IIPL that you:

(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
(b) are mentally and physically fit to perform the duties outlined in paragraph 1.2;
(c) are not using any illicit drugs;
(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
− All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
− All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced, it shall continue until terminated as hereinafter provided in Part 12, provided however that Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 All transfers and promotions will be considered on an individual basis and in line with IIPL's policy.

3.2 IIPL may, at its discretion, transfer you to any business location of IIPL or its affiliates in accordance with the Employee Guide.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

Anushka Varma

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

Anushka Varma

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
Anushka Varma

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
Anushka Varma

Lakshmi Chandrika Malladi
Dr.No: 39−8−30, Padaiah street, Labbipet, Venkateswara Puram

Vijayawada 520010

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

March 4, 2021

Dear Lakshmi Chandrika Malladi

Congratulations! We are pleased to offer you the position of Trainee, Data Management for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective April 12, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation) and Annexure B (Additional Terms and Conditions of Employment) attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval please evidence your acceptance of such by signing where indicated below.

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Relocation Expenses:

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than 150 Kms away from Invesco Office Location. This is a onetime payment at the time of hiring and you must provide Invesco with documentation acceptable to Invesco documenting the relocation expense. Relocation allowance must be repaid to Invesco within

30 days should your employment with Invesco be terminated for any reason, save for death, permanent disability or involuntary reduction in force within twelve months from your actual start date with Invesco. Such repayment may be made by Invesco deducting relocation amounts from your final paycheck. Below are the details on relocation:

Level / Title	**Eligible Amount**
Trainee	INR 2,50,000

Note: You can utilize the allocated relocation budget against any of below Service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit dully filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
Lakshmi Chandrika Malladi, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Dharani Deepika Dasari (at DharaniDeepika.Dasari@invesco.com) by March 7, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by March 7, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
Lakshmi Chandrika Malladi

Start Date: _____

Lakshmi Chandrika Malladi
Dr.No: 39−8−30, Padaiah street, Labbipet, Venkateswara Puram

Vijayawada 520010

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

March 4, 2021
Name: Lakshmi Chandrika Malladi
Job Title: Trainee, Data Management

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9,360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Lakshmi Chandrika Malladi
Dr.No: 39−8−30, Padaiah street, Labbipet, Venkateswara Puram

Vijayawada 520010

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Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

1.7 You represent to IIPL that you:

(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
(b) are mentally and physically fit to perform the duties outlined in paragraph 1.2;
(c) are not using any illicit drugs;
(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
− All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
− All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced, it shall continue until terminated as hereinafter provided in Part 12, provided however that Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 All transfers and promotions will be considered on an individual basis and in line with IIPL's policy.

3.2 IIPL may, at its discretion, transfer you to any business location of IIPL or its affiliates in accordance with the Employee Guide.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

Lakshmi Chandrika Malladi

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

Lakshmi Chandrika Malladi

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
Lakshmi Chandrika Malladi

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
Lakshmi Chandrika Malladi

March 23, 2021

Unnati Gautham
At Ambey Medico, Kali Sthan Chowk, Main Road
Begusarai, Bihar - 851101
9783426029
unnatigautam1997@gmail.com

Dear Unnati Gautham:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

1. Commencement

Subject to the conditions set out in **section 9** of this offer letter, your employment with Micron will commence on **May 13, 2021.**

2. Position

Micron will employ you on a full-time basis in the position of **Associate Business Analyst - IT HR,** or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the **SR. STAFF BUSINESS ANALYST - IT HR** and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

3. Term

Your employment is intended to be for an indefinite term, subject to:

(a) Your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);

(b) If relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and

(c) Termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

5. Remuneration

Fixed Salary

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of **INR 650000** per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

(a) basic salary (**Basic Salary**) at a rate equal to **INR 325000** per year; and

(b) allowances equal to, annually:

(i)	House rent allowance	**INR 130000**
(ii)	Special allowance	**INR 195000**

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

Discretionary Allowances

Micron will pay you the following discretionary allowances:

(a) Medical expense allowance — INR15,000 per year
(payable monthly on a pro-rata basis)

(b) Leave travel allowance* — INR41,000 per year
(*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

Discretionary Incentive Pay

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is **10%** of your Fixed Salary.

Employee Provident Fund

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

6. Leave

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

7. Discretionary Benefits

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

Insurance

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.'

8. Additional Contractual Terms

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at new_hire_cert@micron.com and to your supervisor at Micron.

9. Conditions on this Offer

This offer of employment and your commencement of employment with Micron is conditional upon:

(a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;

(b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;

(c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment; and

(d) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are *NOT* a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately,* to permit us to request an export control license for you if necessary.

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely

Sharmila Khan
Director, HRBP (India)

To: Micron Technology Operations India LLP

I, **Unnati Gautham**, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

_____ _____

Signature Date (mm/dd/yyyy)

ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE (FOR INFORMATION PURPOSES)

Compensation

Fixed Salary

- Basic Salary **INR 325000**
- House Rent Allowance **INR 130000**
- Special Allowance **INR 195000**

Total **INR 650000**

Employer Provident Fund Contributions **INR 39000**

Discretionary Allowances

- Medical Expense Allowance **INR 15000**
- Leave Travel Allowance **INR 41000**

Discretionary Incentive Target **INR 65000**

TOTAL **INR 810000**

*Hyderabad Benefits**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

**All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

1 Your Duties

1.1 You must:

(a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;

(b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;

(c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;

(d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and

(e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

(a) act in conflict with Micron's best interests; or

(b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

4 Expenses

Micron will reimburse you for all work-related expenses:

(a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);

(b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;

(c) which are approved by an authorized Micron representative; and

(d) are otherwise incurred and claimed in accordance with applicable Micron policy.

5 Leave

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

6 Termination

6.1 Your employment may be terminated at any time:

(a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or

(b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

(a) not attend for work or contact any customers or clients; and/or

(b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

(a) if you are guilty of misconduct, including, without limitation:

(i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;

(ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

clause 6.4 or taking any other disciplinary action.

6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).

6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.

6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).

6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

7 What Happens After the Termination of Employment

7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.

7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

8 Remuneration

8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.

8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

9 Compliance

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

10 Data Protection

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

11 Employee Surveillance

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

12 Warranty

You warrant that:

(a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;

(b) you having provided Micron with information that is true and complete in all respects;

(c) your employment with Micron will not violate any agreement with, or rights of, any third party;

(d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

(e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.

(f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and

(g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

13 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

14 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

15 Additional Remedies

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

16 Successors and Assigns

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

17 Entire Agreement

This Agreement and the Confidentiality and Intellectual Property Agreement:

(a) constitute the entire agreement between the parties as to their subject matter; and

(b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

18 Headings

Headings are for ease of reference only and do not affect the meaning of this Agreement.

19 Alteration and Exercise of Rights

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20 Governing Law

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

21 Definitions

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

_____

Name

_____

Signed and Dated (mm/dd/yyyy)

Letter of Offer

1st March 2021
Mr. Utkarsh Gupta,
Hyderabad.

Dear **Utkarsh Gupta,**

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization") !

We are delighted to extend this offer of employment to you for the position of **"Associate Process Leader-Trainee".**

We request you to read this Offer letter and return the enclosed duplicate copy or scanned copy by email in as an **acknowledgement of receipt of it** and **acceptance of the same on or before 2nd March 2021,** failing which this Offer stands cancelled and withdrawn. Brane reserves the right to revoke, withdraw or modify this Offer letter at any time in its sole discretion. Your date of joining should be on or before **31st March 2021** failing which this Offer stands terminated**.**

Further, on joining Brane, you will be issued an Appointment Letter containing the terms and conditions of your employment with Brane and access to the Organizational policies and guidelines**.**

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion**.** Your total C.T.C will be **Rs. 7,00,000/-** and the monthly emoluments before deductions will be **Rs. 55,411/-**The detailed break up of emoluments and operational details are provided under Annexure-A.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Offer letter, there is any change in the Organizational or corporate set up of Brane, and if it is decided by Brane, then Your Appointment Letter may be issued in the name of any other group Company of Brane referencing this Offer and it shall not be any surprise for you.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement" of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime

commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them would result in disciplinary and legal actions as may be necessary and required.

You will be on probation for a period of six (6) months starting from Your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for another month(s). You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or your conduct and performance are found unsatisfactory or if they fall short of Brane's expectation then either during initial probationary period or during extended probation period your services are liable to be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you.

Your employment with the Organization can be terminated by either party:

a) during probation, you may terminate by giving Ninety (90) days prior written notice. Company may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.
b) after confirmation of employment, you may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate. Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.
c) Notwithstanding anything contained either in Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the good will or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) administering and maintaining Brane's personnel records.
ii) paying and reviewing salary and other remuneration and benefits.
iii) providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) undertaking performance appraisals and reviews and setting performance targets.
v) maintaining sickness and other absence records.
vi) taking decisions as to your fitness for work.
vii) providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.

viii) providing information to future purchasers of Brane or of the business in which you work; and

ix) transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by You and also is subject to You being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification will be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein at any stage during the tenure of your employment service with us if it is found that any particulars or details furnished by you are incorrect and / or this Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall take necessary legal action in addition to terminate your employment forthwith without any notice..

If you have any queries regarding the Offer feel free to clarify your doubts with leadership@nslhub.com . You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

We take this opportunity to welcome you into the family of Brane Services and look forward to your contribution to the growth of the Organization and yourself.

Thanking you,

for **Brane Services Pvt. Ltd.**

Raghava Avvari
HR Head

ANNEUXRE-A

1. Working hours and Work Timings:

Thegeneralworktimingsfortheofficearefrom9:15amto6:45pm,withinwhich the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. All Leave details:

1.Scope

This policy outlines the leave availability and entitlement norms, alongwithoperationalpractices.Thispolicyisapplicabletoallthefull-time leaders, consultants and contractual leaders.

2.Business owner

The Leadership module leader is responsible for the maintenance and revision of this policy. The implementation of the policy rests with every module leader.

3.Policy Description

i. All leave entitlements shall be on a rolling basis and will be based on the calendar year–1st January till 31st December. Leaders who join or leave during the calendar year will have their leave(s) calculated on a proportionate basis, depending on their exact joining or leaving date.

ii. To apply for leave, the leader must have adequate leave balance. As far as possible, all leaves must be planned in advance and must be approved by the immediate reporting leader.

Leave Type	Eligibility (In Days)	Important Note
Consolidated Leave (CL)*	21	While availing this leave (CL), only working days are deducted
Maternity Leave (ML)	26 weeks	Includes all holidays or weekends

I. Consolidated Leave (CL)-All the different categories of regular leave have been clubbed under a composite category called Consolidated Leave. This is far simpler for the leaders and the organization for keeping track of individual leave balances.

i. All leaders are entitled to avail this leave.

ii.1.75CLwillbecreditedtotheleader'sleavebalanceeverymonth.

iii. Leaves are credited only up on completion of the requisite tenure and cannot be sanctioned or availed in advance.

iv. Leave credits for the new joining leaders will be made in the next successive month and shall be proportioned based on their respective joining date.

v. As far as possible, leaves should be planned well in advance and approved by the immediate reporting leader to ensure minimal impact on work.

vi. A leader is expected to inform the reporting leader and the Leadership module leader for availing the leave through email. Failure to do so will be considered as a major breach of discipline and the leave will be treated as leave without pay(LWP).

vii. Any leave that is in excess of the leave quota will be treated as leave without pay.

viii. There are no compensatory offs.

ix. The maximum number of consolidated leaves allowed to be carried forward to the following calendar years is 30. Any leave above 30 days would be encashed at basic pay as a part of the January pay.

x. Leaders who are separating from the organization can avail encashment at the time of separation, which will be calculated at the basic salary level. The unused leaves cannot be off set against the notice period.

II. Maternity Leave:

i.SubjecttotheprovisionsoftheMaternityBenefitAct,2016,every woman leader, irrespective of the salary structure or nature of work in the organization, who has worked in the organization as a confirmed leader for a continuous service

periodofatleast120 days,duringthe12monthsimmediatelyprecedingthedateofher expected delivery, is entitled to avail Maternity Leave at full pay for up to twenty-six (26) weeks, of which a maximum of 8 weeks can be availed before delivery.

ii. An approved medical practitioner should certify the confinement and the leader must not take up any employment, temporary, part-time or otherwise, during this period.

iii. The Maternity Leave benefit will not be applicable for a third child, when the first two children are living.

iv. An applicant for Maternity Leave must give notice to the organization supported by a medical certificate not less than 8 weeks prior to the start of the leave period. Maternity Leave may be availed in combination with other leave entitlements. No other leaves will be accumulated during Maternity Leave.

v. No pay shall be due or payable in lieu of un availed Maternity Leave.

vi. After returning from Maternity Leave, a leader shall be entitled to an additional break time of 45 minutes for a period of 3months.

III. Miscarriage Leave

i. In case of a miscarriage, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for 42 days immediately following the day of her miscarriage.

ii. No other leaves will be accumulated during Miscarriage Leave.

IV. Tubectomy Leave

i. In case of a tubectomy operation, a woman leader shall, on production of such proof as may be prescribed, be entitled to leave with salary at the rate of Maternity Leave for14 days immediately following the day of her operation.

V. Paternity Leave

i. This policy applies to all married male leaders who have put in a minimum of 90 days of continuous service. This leave cannot be encashed or accumulated.

ii. A total number of 5 days leave can be availed as Paternity Leave to enable the leader to be with his family during and after the time of delivery. This leave can be availed with in a period of one month, either 15 days prior or 15 days after the date of birth of the child.

C. General Guidelines for Leave

I .All leave will be granted subject to the exigencies of work.

ii. At the discretion of the organization, leave may be refused, revoked or curtailed, depending on the exigencies of work.

VI. No Call No Show

i. Any absence from work without informing the reporting leader will be termed as 'No Call No Show' and must be marked as 'Absent'. If there are more than 3 such instances in a quarter, the leader will be referred to the Leadership module leader for termination.

VII. Exceptions

i . Any exception to the policy would need the approval of the Leadership module leader.

3. Holiday List:

i. Holiday Calendar –The organization has standardized the Annual Holiday Calendar which includes a total of 10 festivals and national holidays across the calendar year. Irrespective of the day of the week on which the below holidays fall, they are standardized, and no substitution will be done for those falling on weekends.

Sl. No.	Festival
1	Sankranthi
2	Republic Day
3	Ugadi
4	Ramadan
5	Independence Day
6	Ganesh Chaturthi
7	Gandhi Jayanti
8	Dussehra
9	Diwali
10	Christmas

4. Dual Employment Policy:

Dual employment is not permitted at NSLHUB. All leaders, consultants and contractual staff working full-time with NSLHUB are required to sign the terms of employment, which state that the individual cannot undertake any other part-time or full-time job or any effort that amounts to work, while being in service with this organization. And, if found to be doing so, the organization can take any action, even amounting to termination of employment from the organization.

5. Participation in External Engagements:

As mentioned in the Dual Employment Policy, NSLHUB discourages a leader working in addition to serving the organization. He/she shall not have any other financial interests outside the organization. However, there are cases where leaders are desirous of participating in external events, such as seminars and workshops, as well as delivering/attending guest lectures and trainings. In such cases, leaders are expected to:

•Notify the NH Mind module leader well in advance of their interest in an event. Failure to notify will lead to disciplinary action against the leader.

•Refrainfromusingtheorganization'snameortheorganization'sbusiness activityoranyotherorganizationalinformationwithoutthepriorapproval of the NH Mind module leader.

•Refrain from discussing any information which will amount to a breach of the Intellectual Property Rights policy.

•Collaborate with the Leadership module leader, in cases where the leader is delivering training, to ensure that there is no reference to intellectual property with respect to NSLHUB in the training content.

•Refrain from using organizational devices during these events. It is not permitted, and any breach shall lead to disciplinary action.

•Keep such engagements at a short-term level only. Any long-term arrangement shall be viewed as a case of dual employment and will be dealt there of accordingly.

6. Zero Corruption Policy:

NSLHUB is against corruption in any form and takes a firm stand against bribery in order to contribute to good governance, fair economic development, and social welfare wherever the organization does business. The organization is also committed to working in an ethical, lawful, and professional manner. All leaders are prohibited from paying and accepting bribes, including inducing or permitting any other party to make or receive bribes on their behalf. Bribes include political contributions, charitable contributions, facilitation payments, gifts, entertainment and hospitality which may be construed as a subtle form of bribery. Any leader who breaches this policy will face disciplinary action, which could even amount to termination of employment for gross misconduct. Any third-party contractor who breaches this policy would have their contract terminated with immediate effect.

7. Background Verification:

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. NSLHUB has the right to conductbackgroundverificationanytimeduringtheleader'semploymentwiththe organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered there after.

8. Gratuity & PF deduction details (Applicability and % of deductions):

Gratuity & PF deduction is applicable for all the Existing Leaders. Gratuity is calculated at 4.81% of basic and is deducted from Monthly CTC. We have kept PF contribution as minimum i.e., 1800/- so that the net pay will be more. Employer PF part of 1800/- is deducted from Monthly CTC and Employee PF part of 1800/- is deducted from Monthly gross.

9. Retirement Age:

The Organization has finalized the Retirement age as 58 years and the same will be communicated 6months in advance to the concerned leader.

10. Work location:

You will be working from the Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Utkarsh Gupta		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Pvt. Ltd.

Authorized Signatory

Accepted yes

Name & Signature: Utkarsh Gupta

ugupta

Date: 1st March 2020

BRANE

Letter of Retention Bonus

1st March 2021
Mr. Utkarsh Gupta,
Hyderabad.

Dear **Utkarsh Gupta**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

Hyderabad

Date: 12th February 2021

Dear Arindam Majumdar,

It gives me great pleasure to inform your appointment as a **Research Associate** at Mordor Intelligence Pvt Ltd.

I believe you will play a crucial role in helping accomplish our goal of disrupting and leading the market research industry.

As a **Research Associate,** your responsibilities include but are not limited to:

- Conducting primary and secondary research to create market insight reports
- Identifying new markets and areas to study
- Interacting with clients in analyst calls and prospecting calls

Growth Opportunities: We are expanding rapidly and opportunities for growth within the firm abound. We have a flat organizational structure compared to most market research and consulting firms. The positions we have in our research team in order of growth are

Research Associate -> Research Analyst -> Senior Research Analyst -> Lead Analyst -> Project Lead -> Research Manager -> Senior Research Manager -> Associate Director/ Director

Work culture and hours: We dress casual, work in a collegial atmosphere and a have a get-it- done attitude. Work hours are between 10 AM and 7 PM and Saturdays & Sundays are off. That said, we are a young company with a hunger for growth, so if needed, we put in the hours even after office timings or during weekends.

Location:
5th Floor, Rajapushpa Summit,
Nanakramguda Rd, Financial District, Gachibowli,
Hyderabad - 500008, India.
Maps Link

Probation: The first three months of your employment with us will be probationary. During the probationary period, the company may terminate your employment at any time without notice. The 3-month period may be extended by a maximum of 2 months at the discretion of the management.

Salary: Your total CTC will be 4,62, 000/- (Four Lakh Sixty-Two Thousand Rupees Only). A detailed breakdown of the salary package is provided overleaf. Compensation will be governed by rules of the company on the subject, as applicable and/or amended hereafter.

Company Benefits:

- Comprehensive Health Insurance coverage for self, spouse and children (GMC) - 3L (Inclusive of Maternity Benefit of 50K)
- Personal Accidental Care Insurance coverage of up to 10,00,000/- (GPA) - 10L

The above two benefits will be applicable post confirmation of your employment

This is an incredibly exciting time for Mordor Intelligence and I am glad you would like to be a part of our growing team. This year will be key to the success that MI will have in the time ahead and I am sure you will play a defining role in it.

I look forward to getting you started at MI.

Bharadwaj Obula Reddy

Chief Executive Officer | Mordor Intelligence Pvt Ltd

Salary Package

	Monthly	Annually
Basic	16,358	1,96,296
HRA	6,543	78,516
Standard Allowance	3,333	40,000
Special Allowance	4,516	54,191
Provident Fund (Company's Contribution)	1,963	23,556
Total	**32,713.18**	
Performance Bonus		60000
Additional		
Gratuity	787	9,442
CTC		**4,62,000**

* The Performance Bonus is designed to reward employees for their contribution to the Company's success. The Performance Bonus as mentioned in the above table will be split equally across four quarters and would be paid out quarterly on the basis of the employee's achievement against the set performance objective.

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities. The tax exemption allowances which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.

Component	Maximum Limit	Remarks
Meal Allowance (Optional, will be adjusted against Special Allowance)	26400	Tax exempted, if opted for meal vouchers
Gift Coupons	5000	Tax exempted, if opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

Bharadwaj Obula Reddy
Chief Executive Officer | Mordor Intelligence Pvt Ltd
hr@mordorintelligence.com | 040-23007648

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Final Selection and consolidated list.

Datta Arnab <arnab.datta@tatapower.com> Mon, Jul 26, 2021 at 3:27 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Desa Manial <manial.desa@tatapower.com>, Maheshwari Anusha <anusha.maheshwari@tatapower.com>

Dear Rajith,

As discussed over call, please find below the list of students who have been recruited in Tata Power for a CTC of 6.06 Lakhs per annum

Enroll	Name
19BSPHH01C0057	Adamya Pratap
19BSPHH01C0305	Chitra Agrawal
19BSPHH01C0336	Devendra Anand Gowda
19BSPHH01C0520	Khushboo Gupta
19BSPHH01C0735	Nishtha Sharma
19BSPHH01C0842	PRIYADHARSHINI
19BSPHH01C0907	Renuka Tailor
19BSPHH01C0944	Riya Khandare
19BSPHH01C1115	SHIVAM KHANNA
19BSPHH01C1232	SRISHTI SINGH

Regards,

Arnab Datta

Management Trainee - HR

The Tata Power Company Limited, Corporate Center B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai 400 009, Maharashtra, India

Mobile: 9903419367

From: Rajith Sukhavasi [mailto:rajiths@ibsindia.org]
Sent: Thursday, July 8, 2021 11:38 AM
To: Datta Arnab <arnab.datta@tatapower.com>
Subject: Final Selection and consolidated list.

[EXTERNAL sender, Exercise caution..!]

[Quoted text hidden]

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Strictly Private & Confidential

Date: 26th February 2021

To
Mr Rajith S
Training & Placement Division
ICFAI Business School, Hyderabad

Dear Rajith

Sub: **Intimation of Campus Selection**

Further to the Campus selection at your institute, we are pleased to inform that **4 (Four)** student have been selected by Tata Power. Details of students selected/waitlisted are given in Annexure 'A'.

This offer is subject to the student clearing the qualifying examination with a **First Class (60%)** and being certified medically fit by our Chief Medical Officer. The selected candidates would be informed regarding the medical examination in due course of time. Detailed appointment letter will be sent separately.

We would request you to please confirm the acceptance of the offer by the above students in order to enable us to make necessary arrangements at our end.

Thanking you,

Yours faithfully,

For Tata Power Company Limited

Manial Desa

Head - Campus & Cadre Management (Tata Power)

TATA POWER

The Tata Power Company Limited
Corporate Center 34 Sant Tukaram Road Carnac Bunder Mumbai 400 009
Corporate Human Resources Tel 91 22 6717 1403
Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001
CIN:L28920MH1919PLC000567 Website : www.tatapower.com Email: tatapower@tatapower.com

ANNEXURE 'A'

LIST OF STUDENTS (ICFAI Business School,Hyderabad)

Sr. No	Candidate ID	Name of the student	Course	Job Role	Result
1	TATA/1611327 084863	Adamya Pratap	MBA (HR)	Executive Trainee- HR	SELECTED
2	TATA/1611325 990803	Srishti Singh	MBA (HR)	Executive Trainee- HR	SELECTED
3	TATA/1611335 993655	Riya Khandare	MBA (HR)	Executive Trainee- HR	SELECTED
4	TATA/1611331 604427	Devendra Anand Gowda	MBA (HR)	Executive Trainee- HR	SELECTED
5	TATA/1611367 800790	Nuthi Sumedha	MBA (Finance)	Executive Trainee- Finance	WAITLISTED

Manial Desa

Head - Campus & Cadre Management (Tata Power)

March 02, 2021
Ref No: Hyd/HR/R&S/OL/21/159

To
Tushar Somani
136, Jessore Road,
Avani Oxford Block-6,
Flat-2C Kolkata West Bengal 700055.

Dear **Tushar,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **March 08, 2021.**

Your Salary will be Rs. **756000**/- per annum (**Rupees Seven Lakh Fifty SixThousand**) per annum and the Variable Compensation will be INR **84000**/- (**0**) per annum, payable based on your performance and details will be shared upon your joining.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
    - **Education - SSC, Intermediate, Degree & PG (as applicable)**
    - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
    - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

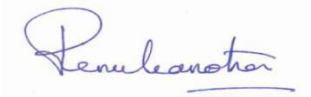

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	16000
H R A (Per Month)	6400
C P F (Per Month)	1920
Lunch (Per Month)	1100
Special Pay (Per Month)	37580
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**756000**
Variable Pay @ 100% accrual per annum –B	**84000**
Total (A+B)	**840000**

Other Benefits

Leave Encashment (Per Annum)	8000
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10909
Total Benefits (Per Annum) *C	**51909**

Cost To Company (CTC); (A+B+C) Per Annum = INR 891909/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Final Selection and consolidated list.

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19BSPHH01C0735	Nishtha Sharma
19BSPHH01C0842	PRIYADHARSHINI
19BSPHH01C0907	Renuka Tailor
19BSPHH01C0944	Riya Khandare
19BSPHH01C1115	SHIVAM KHANNA
19BSPHH01C1232	SRISHTI SINGH

Regards,

Arnab Datta

Management Trainee - HR

The Tata Power Company Limited, Corporate Center B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai 400 009, Maharashtra, India

Mobile: 9903419367

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Strictly Private & Confidential

Date: 26th February 2021

To
Mr Rajith S
Training & Placement Division
ICFAI Business School, Hyderabad

Dear Rajith

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This offer is subject to the student clearing the qualifying examination with a **First Class (60%)** and being certified medically fit by our Chief Medical Officer. The selected candidates would be informed regarding the medical examination in due course of time. Detailed appointment letter will be sent separately.

We would request you to please confirm the acceptance of the offer by the above students in order to enable us to make necessary arrangements at our end.

Thanking you,

Yours faithfully,

For Tata Power Company Limited

Manial Desa

Head - Campus & Cadre Management (Tata Power)

TATA POWER

The Tata Power Company Limited
Corporate Center 34 Sant Tukaram Road Carnac Bunder Mumbai 400 009
Corporate Human Resources Tel 91 22 6717 1403
Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001
CIN:L28920MH1919PLC000567 Website : www.tatapower.com Email: tatapower@tatapower.com

ANNEXURE 'A'

LIST OF STUDENTS (ICFAI Business School,Hyderabad)

Sr. No	Candidate ID	Name of the student	Course	Job Role	Result
1	TATA/1611327 084863	Adamya Pratap	MBA (HR)	Executive Trainee- HR	SELECTED
2	TATA/1611325 990803	Srishti Singh	MBA (HR)	Executive Trainee- HR	SELECTED
3	TATA/1611335 993655	Riya Khandare	MBA (HR)	Executive Trainee- HR	SELECTED
4	TATA/1611331 604427	Devendra Anand Gowda	MBA (HR)	Executive Trainee- HR	SELECTED
5	TATA/1611367 800790	Nuthi Sumedha	MBA (Finance)	Executive Trainee- Finance	WAITLISTED

Manial Desa

Head - Campus & Cadre Management (Tata Power)

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Final Selection and consolidated list.

Datta Arnab <arnab.datta@tatapower.com> Mon, Jul 26, 2021 at 3:27 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Desa Manial <manial.desa@tatapower.com>, Maheshwari Anusha <anusha.maheshwari@tatapower.com>

Dear Rajith,

As discussed over call, please find below the list of students who have been recruited in Tata Power for a CTC of 6.06 Lakhs per annum

Enroll	Name
19BSPHH01C0057	Adamya Pratap
19BSPHH01C0305	Chitra Agrawal
19BSPHH01C0336	Devendra Anand Gowda
19BSPHH01C0520	Khushboo Gupta
19BSPHH01C0735	Nishtha Sharma
19BSPHH01C0842	PRIYADHARSHINI
19BSPHH01C0907	Renuka Tailor
19BSPHH01C0944	Riya Khandare
19BSPHH01C1115	SHIVAM KHANNA
19BSPHH01C1232	SRISHTI SINGH

Regards,

Arnab Datta

Management Trainee - HR

The Tata Power Company Limited, Corporate Center B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai 400 009, Maharashtra, India

Mobile: 9903419367

From: Rajith Sukhavasi [mailto:rajiths@ibsindia.org]
Sent: Thursday, July 8, 2021 11:38 AM
To: Datta Arnab <arnab.datta@tatapower.com>
Subject: Final Selection and consolidated list.

[EXTERNAL sender, Exercise caution..!]

[Quoted text hidden]

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Strictly Private & Confidential

Date: 26th February 2021

To
Mr Rajith S
Training & Placement Division
ICFAI Business School, Hyderabad

Dear Rajith

Sub: **Intimation of Campus Selection**

Further to the Campus selection at your institute, we are pleased to inform that **4 (Four)** student have been selected by Tata Power. Details of students selected/waitlisted are given in Annexure 'A'.

This offer is subject to the student clearing the qualifying examination with a **First Class (60%)** and being certified medically fit by our Chief Medical Officer. The selected candidates would be informed regarding the medical examination in due course of time. Detailed appointment letter will be sent separately.

We would request you to please confirm the acceptance of the offer by the above students in order to enable us to make necessary arrangements at our end.

Thanking you,

Yours faithfully,

For Tata Power Company Limited

Manial Desa

Head - Campus & Cadre Management (Tata Power)

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Head - Campus & Cadre Management (Tata Power)

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Manial Desa

Head - Campus & Cadre Management (Tata Power)

Offer: Human Resource
Ref: TCSL/DT20217520230/Hyderabad
Date: 25/02/2021

Mr. Utkarsh Singhai
Magzine Line Parasia Ward No. 5,
Gayatri Mnadir,
Parasia-480441,
Madhya Pradesh.
Tel# 91-8805204639

Dear Utkarsh Singhai,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Utkarsh Singhai**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Human Resource
Ref: TCSL/CT20213606157/Hyderabad
Date: 26/02/2021

Ms. Vrinda Mehrotra
527 B Kakkar Nagar527 B Kakkar Nagar,
Dariyabad,
Allahabad-211003,
Uttar Pradesh.
Tel# -

Dear Vrinda Mehrotra,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Confidentiality Agreement**
    As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your

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possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

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If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport

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- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
 *There is no criminal offence registered/pending against you
 *There is no disciplinary case pending against you in the university
 *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Vrinda Mehrotra**
Designation	**Management Trainee**
Institute Name	**Icfai Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Cognizant

14-Apr-2021

Manasa Sai Arcot,
ICFAI

Dear **Manasa Sai,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 750,000.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Cognizant

Compensation and Benefits

Name:	Manasa Sai Arcot	**Designation:**	Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	19700	236,400
2	HRA*	11820	141,840
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2364	28,368
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	18316	219,792
	Annual Gross Compensation		**675,000**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**750,000**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**763,000**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
- Login to https:\\onecognizant.cognizant.com->Total Rewards App for more details.

Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Sourav Kar,
ICFAI

Dear **Sourav,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 750,000.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Compensation and Benefits

Name:	Sourav Kar	**Designation:**	Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	19700	236,400
2	HRA*	11820	141,840
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2364	28,368
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	18316	219,792
	Annual Gross Compensation		**675,000**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**750,000**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**763,000**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
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Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Shreya Barua,
ICFAI

Dear **Shreya,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 750,000.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Compensation and Benefits

Name:	Shreya Barua	**Designation:**	Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	19700	236,400
2	HRA*	11820	141,840
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2364	28,368
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	18316	219,792
	Annual Gross Compensation		**675,000**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**750,000**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**763,000**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
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Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Rajkumar P,
ICFAI

Dear **Rajkumar,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Sr. Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 1,200,004.** This includes an annual target incentive of **Rs. 100,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Compensation and Benefits

Name:	Rajkumar P	**Designation:**	Sr. Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	32100	385,200
2	HRA*	19260	231,120
3	Medical Allowance*	1250	15,000
4	Company's contribution of PF #	3852	46,224
5	Special Allowance*	35205	422,460
	Annual Gross Compensation		**1,100,004**
	Incentive Indication (per annum)**		100,000
	Annual Total Compensation		**1,200,004**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		15,000
	Annual Total Remuneration		**1,215,004**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of

contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

Note:

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Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 200,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Joseph Vivek Dasari,
ICFAI

Dear **Joseph Vivek,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Analyst - Biz Development.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 800,004.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Cognizant

Compensation and Benefits

Name:	Joseph Vivek Dasari	**Designation:**	Analyst - Biz Development

Sl. No.	Description	Monthly	Yearly
1	Basic	21150	253,800
2	HRA*	12690	152,280
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2538	30,456
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	19989	239,868
	Annual Gross Compensation		**725,004**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**800,004**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**813,004**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

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***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

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Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Abhinav Chandra S,
ICFAI

Dear **Abhinav Chandra,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 750,000.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
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- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Compensation and Benefits

Name:	Abhinav Chandra S	**Designation:**	Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	19700	236,400
2	HRA*	11820	141,840
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2364	28,368
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	18316	219,792
	Annual Gross Compensation		**675,000**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**750,000**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**763,000**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
- Login to https:\\onecognizant.cognizant.com->Total Rewards App for more details.

Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Tanushree Sharma,
ICFAI

Dear **Tanushree,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 849,996.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Cognizant

Compensation and Benefits

Name:	Tanushree Sharma	**Designation:**	Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	22625	271,500
2	HRA*	13575	162,900
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2715	32,580
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	21618	259,416
	Annual Gross Compensation		**774,996**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**849,996**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**862,996**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
- Login to https:\\onecognizant.cognizant.com->Total Rewards App for more details.

Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

14-Apr-2021

Nuthi Sumedha,
ICFAI

Dear **Nuthi,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Business Analyst.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 750,000.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Cognizant

Compensation and Benefits

Name:	Nuthi Sumedha	**Designation:**	Business Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	19700	236,400
2	HRA*	11820	141,840
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2364	28,368
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	18316	219,792
	Annual Gross Compensation		**675,000**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**750,000**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**763,000**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension

Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
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Cognizant

Joining Bonus

It was a great pleasure interacting with you over the last few weeks.

With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs. 50,000** and this will be paid in 1 Installment (after completion of 3 months of your joining in Cognizant).

Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Cognizant

23-Apr-2021

Kartik Kapur,
ICFAI

Dear **Kartik,**

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Analyst - Biz Development.** You are entitled to an Annual Total Compensation (ATC) of **Rs. 849,996.** This includes an annual target incentive of **Rs. 75,000**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation detailed in **Compensation and Benefits.** We are glad to also offer you one time Joining Bonus. Please refer **Joining Bonus** for further details.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement. You will also be governed by the rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Project Manager.

Please note:

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate in your Graduation (all subjects taken into consideration) & in Post-Graduation no standing arrears at the time of joining.
- This offer from Cognizant is valid for 3 months from the date of offer and hence you are expected to accept or decline the offer through the company's online portal within this time-period. Any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.
- Prior to commencing the employment with Cognizant, you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. If you have any further questions or clarifications, please reach out to the recruiter or your campus coordinators.

Yours sincerely,
For **Cognizant Technology Solutions India Private Ltd.**

Maya Sreekumar
Vice President - Human Resource

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature : Date:

Cognizant

Compensation and Benefits

Name:	Kartik Kapur	**Designation:**	Analyst - Biz Development

Sl. No.	Description	Monthly	Yearly
1	Basic	22625	271,500
2	HRA*	13575	162,900
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2715	32,580
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	21618	259,416
	Annual Gross Compensation		**774,996**
	Incentive Indication (per annum)**		75,000
	Annual Total Compensation		**849,996**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		13,000
	Annual Total Remuneration		**862,996**

As an associate, you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act, 1972

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager.
    - Earned Leave - 18 Days
    - Casual Leave - 6 Days
    - Sick Leave - 12 Days
- From the Date of Joining, Women associates will be entitled to Maternity leave based on the eligibility as laid down in The Maternity Benefit (Amendment) Act, 2017
- In addition to the above, as per Cognizant policy you are also eligible to avail Child Adoption leave and Paternity leave by adhering to the conditions as laid down in the India Leave Policy.

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

Employee State Insurance
ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter
Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month
ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings.

**** Incentive Indication** :Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

Note:

- Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.
- Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.
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Cognizant

Joining Bonus

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Kindly note the points below:

- The joining bonus will be subject to statutory and income tax deductions as applicable.
- The joining bonus will be recovered in case you leave us within one year of joining.

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:

Conflux Technologies Pvt Ltd.
#304, 2nd Floor, above, Nilgiris Store,
7th Main Rd, HRBR Layout 1st Block,
Bengaluru, Karnataka 560043

finflux

office number: +91 9015 500 500
e-mail: info@finflux.co
www.finflux.co
CIN: U72200KA2010PTC056151

Private and Confidential

10 February 2021

Nikitha Bajjuru

Subject: Letter of Appointment

Dear Nikitha,

Welcome to Conflux Technologies!

We are delighted to extend you an offer of full-time employment with us in our product management team. We will work to help you in your journey for a great career and we also hope that you will make a significant contribution to the success of our business.

1) **Date of Commencement of Employment:** On or before 29th March 2021
2) Designation: Business Analyst Trainee
3) Reporting Manager: Product Manager
4) **Compensations and benefits**
   a) Your compensation will be INR (6 lacs) Fixed,
   b) The salary structure is provided as per the annexure to this offer letter.
   c) Where your role requires you to incur expenses to benefit of the company, these expenses will be reimbursed provided that you submit the correctly authorized claim form with supporting bills as proof of expenses.
   d) Your remuneration will be subject to withholding taxes in accordance with tax laws of the country you work in, prevailing at the time of payments.

5) **Terms & Conditions:**

   a) This employment letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time.
   b) The employee will be required to have and maintain the legal right to work in India.
   c) You are required to strictly maintain secrecy of and not divulge or communicate in any matter, any information regarding remunerations to any other employee of the company.
   d) You will be liable to transferred in such capacity as the company may from time to time determine to any other location or department/section.
   e) During your employment and one year after terminating employment with Conflux, you will not enter into a contract or receive any direct payments from any of our clients or any party with which conflux has a business relationship.

5.) Probationary Period

A Six-month probationary period applies to all new hires in our organization and will also apply to you. During this time, you will receive advice, training and guidance to help you become familiar with, and competent in, performing the work you have been appointed to do.
This appointment is subject to the satisfactory completion of the probationary period which itself is subject to termination during any stage, by either party, upon (one week's notice in writing), or by payment in lieu of notice.

6.) Leave Entitlements:

We believe in addition to working hard, you should also take time off to rejuvenate and come back fresh to work. You will be entitled to leave benefits in accordance with the policy of Conflux Technologies Pvt. Ltd. This may change from time to time as we work to improve our employee benefits.

7.) **Working Hours**

The company operates five days a week, Monday to Friday. Your working hours will be from 9:30am to 6:30pm. A flexi-time policy does exist but is not a condition of employment. The requirements of your position may however necessitate you working outside these hours from time to time.

8.) Termination

Your employment will continue until terminated by either party by giving not less than 30 days or (90 days for employees in the role of director and above) written notice, or until terminated at an earlier date as provided in this agreement with or without cause.

During the probationary period the employee's services can be terminated by given one week's written notice on either side.

The company reserves the right in its absolute discretion to terminate the services of the employee by making payment in lieu of notice period, or cause release of services of the employee prior to the completion of notice period by allowing employee to make payment in lieu of the notice period, or require employee to stay away from work during the notice period.

The company may terminate your employment at any time without notice if:

- You are guilty of serious misconduct or
- You are in material breach of a provision of this contract, including confidentiality undertakings.

Following the termination of your employment you will be required to return all company property.

9) Exclusivity

Your position is a whole-time employment with Conflux Technologies Pvt. Ltd. And you shall devote yourself exclusively to development of its business. You will not take up any work for remuneration (part-time or

otherwise) or be interested directly in any other trade or business during the employment with the company without our permission in writing.

10) Restraint of Trade

For the period that the employee is employed by Conflux Technologies Pvt. Ltd. and for a period of one year thereafter, the employee shall not:

a) Be employed by or contracted to any of the Conflux clients at which you may have performed any work or duties, or to whom you were introduced by company.
b) Introduce any employees or contractors to any clients or competitors of Conflux Technologies Pvt. Ltd.
c) Employ any employee of the company whether a full time or contract employee.

At no time may the employee induce any employee of the company, whether a full time or contract employee, to leave the employment of the company.

10) Privacy

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time.
Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

11.) Company Policy

Conflux Technologies Pvt. Ltd. has a number of company policies and procedures in place. You are required to comply with company policy. A failure to comply with these policies may result in disciplinary action being taken against you.
Detailed Policy Information shall be provided upon your joining.

12) Confidentiality of Information

During your employment you may become aware of information relating to the business of Conflux Technologies Pvt. Ltd., including but not limited to client lists, trade secrets, and client details and pricing structures.
Confidential information, including client lists, trade secrets, pricing structures and any and all documents created by you in the course of your employment remain the sole property of Conflux Technologies Pvt. Ltd. You shall not, either during or after your employment, without the prior consent of the Conflux Technologies Pvt. Ltd. Directly or indirectly divulge to any person or use the confidential information for your own or another's benefit.

Conflux Technologies Pvt Ltd.
#304, 2nd Floor, above, Nilgiris Store,
7th Main Rd, HRBR Layout 1st Block,
Bengaluru, Karnataka 560043

office number: +91 9015 500 500
e-mail: info@finflux.co
www.finflux.co
CIN: U72200KA2010PTC056151

13.) **Health Insurance**

As a company we want to ensure that you and your family are protected both financially and with access to good medical care. We aim to provide the best medical cover and health insurance as a part of this policy. You will be eligible to join this scheme from your first day of employment with the company.

Welcome and Acceptance

We would like to take this opportunity to welcome you to Conflux Technologies Pvt. Ltd. And wish you a long and rewarding career with us.

Yours sincerely,

Ramya BN
Human Resource Manager
Conflux Technologies Pvt. Ltd.

Please provide your acknowledgement by signing this document.

Full Name: _____

Signature: _____

Dated: _____

I have read and understand the terms and conditions governing my employment with Conflux Technologies Pvt. Ltd.

A copy will be provided for your records.

Conflux Technologies Pvt Ltd.
#304, 2nd Floor, above, Nilgiris Store,
7th Main Rd, HRBR Layout 1st Block,
Bengaluru, Karnataka 560043

finflux

office number: +91 9015 500 500
e-mail: info@finflux.co
www.finflux.co
CIN: U72200KA2010PTC056151

Annexure

	Particulars	Amount	Taxability under I. Tax
1	Basic	28,920	Taxable
2	HRA	11,568	Debt as per Act only U/s 10(13A)
3	Conveyance allowance	4,820	Rebate up to Rs 1600 PM under I. Tax U/s 10(14)
4	Other Allowance	2,892	Taxable
5	Employer PF Contribution	1,800	12% of Basic salary. Not part of take home.
	Total Monthly CTC	**48,200**	
6	Variable Pay	-	Taxable. Paid after completion of one year
	Total Yearly CTC	**6,00,000**	(including Variable Pay)

Notes:

a) There will not be any further incentives and bonuses applicable.
b) There would be deduction for employee PF contribution, which would be Rs. 1,800/- or 12% of Basic pay whichever is less.

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Final Selection and consolidated list.

Datta Arnab <arnab.datta@tatapower.com> Mon, Jul 26, 2021 at 3:27 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Desa Manial <manial.desa@tatapower.com>, Maheshwari Anusha <anusha.maheshwari@tatapower.com>

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19BSPHH01C0944	Riya Khandare
19BSPHH01C1115	SHIVAM KHANNA
19BSPHH01C1232	SRISHTI SINGH

Regards,

Arnab Datta

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Ref: HR/APR/21/B1/58670094/60177768/1000968624 **Date: 02 April, 2021**

Sohini Mitra
street no-5, ashok nagar, sarada pally,
opposite- durga mandir, Asansol-4
Asansol 713304
West Bengal, India

Dear **Ms. Sohini**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Trainee - Business Analyst** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Bangalore,Karnataka**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 28 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	12	50000.00	Yes	12

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Manvender Soam
Head - Human Resources

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare

that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____ **DATE:** _____

	Annexure 1A		
	Name: Sohini Mitra		
	EARNINGS		
	CTC Components	**Proposed CTC (Rs.)**	
		Monthly	**Annual**
	A. Fixed Pay		
1	Basic Pay	15,695	1,88,342
	Choice Pay		
2	ssConveyance	1,600	19,200
3	Fuel & Maintenance	**Refer to Annexure 1B**	
4	Leave Travel Allowance	**Refer to Annexure 1B**	
5	Medical Reimbursement	**Refer to Annexure 1B**	
6	Bonus*	0	0
7	Residual Choice Pay	14,503	1,74,034
	Housing		
8	House Rent Allowance	7,848	94,171
	Insurance		
9	GPA Insurance Premium	57	679
10	Group Term Life Insurance Premium	61	726
11	Medical Insurance Premium	3,433	41,190
	Retirals		
12	PF - Employer Contribution	1,883	22,601
13	Gratuity (4.81% of Basic)	755	9,059
	Total Fixed Pay [A]	45,833	5,50,000
	C. Performance Linked Incentive		
1	Performance Linked Incentive	4,167	50,000
	Total Performance Linked Incentive [C]	4,167	50,000
	Total CTC (A + B)	50,000	6,00,000

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.

02 April, 2021

Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You

will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights**: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it

deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.

m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:

a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

   i. Return to work within 8 days from the commencement of such absence, and
   ii. Give an explanation to the satisfaction of the Management regarding such absence

e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.

h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.

k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in

   i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

   ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

   iii. You shall also not disclose non-public information selectively to any particular group as it may lead to

unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date:

Reliance RETAIL

Ref: HR/APR/21/B1/58672417/60173232/1000977453

Date: 23 April, 2021

Nilesh Rajput
Maksi,11 Mile, Hoshangabad Road, Ward 85
Bhopal. Madhya Pradesh
Bhopal 462047
Madhya Pradesh, India

Dear **Mr. Nilesh**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Management Trainee** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. **PLACE OF POSTING:**

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 28 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. **COMPENSATION:**

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	0	50000.00	Yes	13

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. **GENERAL:**

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Lalatendu Kar

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

Reliance RETAIL

I shall report for duty on 28th April 2021

SIGNATURE: _____ **DATE:** 26/04/2021

Reliance RETAIL

	Annexure 1A		
	Name: Nilesh Rajput		
	EARNINGS		
	CTC Components	**Proposed CTC (Rs.)**	
		Monthly	**Annual**
	A. Fixed Pay		
1	Basic Pay	15,695	1,88,342
	Choice Pay		
2	ssConveyance	1,600	19,200
3	Fuel & Maintenance	**Refer to Annexure 1B**	
4	Leave Travel Allowance	**Refer to Annexure 1B**	
5	Medical Reimbursement	**Refer to Annexure 1B**	
6	Bonus*	0	0
7	Residual Choice Pay	14,503	1,74,034
	Housing		
8	House Rent Allowance	7,848	94,171
	Insurance		
9	GPA Insurance Premium	57	679
10	Group Term Life Insurance Premium	61	726
11	Medical Insurance Premium	3,433	41,190
	Retirals		
12	PF - Employer Contribution	1,883	22,601
13	Gratuity (4.81% of Basic)	755	9,059
	Total Fixed Pay [A]	45,833	5,50,000
	C. Performance Linked Incentive		
1	Performance Linked Incentive	4,167	50,000
	Total Performance Linked Incentive [C]	4,167	50,000
	Total CTC (A + B)	50,000	6,00,000

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.

Reliance RETAIL

23 April, 2021

Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You

will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights**: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it

deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.

m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:

Reliance RETAIL

23 April, 2021

a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

   i. Return to work within 8 days from the commencement of such absence, and
   ii. Give an explanation to the satisfaction of the Management regarding such absence

e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.

h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.

k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

Reliance RETAIL

23 April, 2021

7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in

   i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

   ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

   iii. You shall also not disclose non-public information selectively to any particular group as it may lead to

unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: NILESH RAJPUT

Signature:

Date: 26/04/2021

Ref: HR/APR/21/B1/58671715/60182052/1000975184 **Date: 17 April, 2021**

Shubham Tyagi
Durga Colony
Near Vikram Palace
Sambhal 244302
Uttar Pradesh, India

Dear **Mr. Shubham**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Management Trainee** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 28 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	0	50000.00	Yes	13

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Asis Patnaik

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare

that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____ **DATE:** _____

	Annexure 1A		
	Name: Shubham Tyagi		
	EARNINGS		
	CTC Components	**Proposed CTC (Rs.)**	
		Monthly	**Annual**
	A. Fixed Pay		
1	Basic Pay	15,695	1,88,342
	Choice Pay		
2	ssConveyance	1,600	19,200
3	Fuel & Maintenance	**Refer to Annexure 1B**	
4	Leave Travel Allowance	**Refer to Annexure 1B**	
5	Medical Reimbursement	**Refer to Annexure 1B**	
6	Bonus*	0	0
7	Residual Choice Pay	14,503	1,74,034
	Housing		
8	House Rent Allowance	7,848	94,171
	Insurance		
9	GPA Insurance Premium	57	679
10	Group Term Life Insurance Premium	61	726
11	Medical Insurance Premium	3,433	41,190
	Retirals		
12	PF - Employer Contribution	1,883	22,601
13	Gratuity (4.81% of Basic)	755	9,059
	Total Fixed Pay [A]	45,833	5,50,000
	C. Performance Linked Incentive		
1	Performance Linked Incentive	4,167	50,000
	Total Performance Linked Incentive [C]	4,167	50,000
	Total CTC (A + B)	50,000	6,00,000

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.

17 April, 2021

Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You

will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights**: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it

deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.

m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:

a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

   i. Return to work within 8 days from the commencement of such absence, and
   ii. Give an explanation to the satisfaction of the Management regarding such absence

e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.

h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.

k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in

   i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

   ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

   iii. You shall also not disclose non-public information selectively to any particular group as it may lead to

unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date:

Ref: HR/APR/21/B1/58672415/60182054/1000975186 **Date: 17 April, 2021**

Pritam Banerjee
RAJA RAM MOHAN ROY RD
Nivedita Park
KOLKATA 700041
West Bengal, India

Dear **Mr. Pritam**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Management Trainee** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 28 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	0	50000.00	Yes	13

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Asis Patnaik

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare

that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____ **DATE:** _____

	Annexure 1A		
	Name: Pritam Banerjee		
	EARNINGS		
	CTC Components	**Proposed CTC (Rs.)**	
		Monthly	**Annual**
	A. Fixed Pay		
1	Basic Pay	15,695	1,88,342
	Choice Pay		
2	ssConveyance	1,600	19,200
3	Fuel & Maintenance	**Refer to Annexure 1B**	
4	Leave Travel Allowance	**Refer to Annexure 1B**	
5	Medical Reimbursement	**Refer to Annexure 1B**	
6	Bonus*	0	0
7	Residual Choice Pay	14,503	1,74,034
	Housing		
8	House Rent Allowance	7,848	94,171
	Insurance		
9	GPA Insurance Premium	57	679
10	Group Term Life Insurance Premium	61	726
11	Medical Insurance Premium	3,433	41,190
	Retirals		
12	PF - Employer Contribution	1,883	22,601
13	Gratuity (4.81% of Basic)	755	9,059
	Total Fixed Pay [A]	45,833	5,50,000
	C. Performance Linked Incentive		
1	Performance Linked Incentive	4,167	50,000
	Total Performance Linked Incentive [C]	4,167	50,000
	Total CTC (A + B)	50,000	6,00,000

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.

17 April, 2021

Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You

will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights**: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it

deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.

m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:

a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

   i. Return to work within 8 days from the commencement of such absence, and
   ii. Give an explanation to the satisfaction of the Management regarding such absence

e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.

h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.

k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in

   i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

   ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

   iii. You shall also not disclose non-public information selectively to any particular group as it may lead to

unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date:

Ref: HR/APR/21/B1/58669979/50933869/1000978727 **Date: 27 April, 2021**

Tanmoy Ray
Vasant Kunj
New Delhi
New Delhi 110070
Delhi, India

Dear **Mr. Tanmoy**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Management Trainee** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 30 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Notice Buyout:** Notice buyout is applicable to this offer on account of your early joining, in lieu of compensating notice period recovery in your current organisation, subject to submission of full & final statement signed and stamped on the letter head of the organization from your current organisation.

v. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	0	50000.00	No	Not Applicable

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Lalatendu Kar

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare

Ref: HR/APR/21/B1/58672936/60173692/1000978729 **Date: 28 April, 2021**

Yashika Jain
P-89,BLOCK-B,LAKETOWN,3RD FLOOR,FLAT NO.
nil
Kolkata 700089
West Bengal, India

Dear **Ms. Yashika**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Management Trainee** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 28 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Notice Buyout:** Notice buyout is applicable to this offer on account of your early joining, in lieu of compensating notice period recovery in your current organisation, subject to submission of full & final statement signed and stamped on the letter head of the organization from your current organisation.

v. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	0	50000.00	No	Not Applicable

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Lalatendu Kar

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare

that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____ **DATE:** _____

Reliance RETAIL

Ref: HR/APR/21/B1/58672814/60182055/1000975188

Date: 17 April, 2021

Piyush Tyagi
Hastsal village
Uttam Nagar, New Delhi
Delhi 110059
Delhi, India

Dear **Mr. Piyush**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Management Trainee** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

1. **PLACE OF POSTING:**

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 28 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

2. **COMPENSATION:**

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,00,000/- (Rupees Six Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. **Fixed Pay: Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. **Retirals: Rs. 31,660/- (Rupees Thirty One Thousand Six Hundred Sixty Only) per annum.**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 50,000/- (Rupees Fifty Thousand Only) per annum,** the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

iv. **Retention Bonus:** Additionally, you will be paid Retention Bonus as per the below schedule.

Reliance RETAIL

Number of Months from DOJ - Amount will be paid	Lockin Period from month of payment (in months)	Amount in INR	To be merged	Number of Months from DOJ - Amount will be Merged with CTC
12	0	50000.00	Yes	13

If number of months are completed on or before 20th of the month, the amount will be disbursed in the salary of the same month, else the same will be disbursed in the salary of next month. Please note the amount will be paid only subject to you continuing to be in the employment of the Company and not serving notice period after tendering resignation.

3. **GENERAL:**

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited

Asis Patnaik

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare

Reliance RETAIL

that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on 28th April-2021

SIGNATURE: Piy **DATE:** 25th-April-2021

Reliance RETAIL

Annexure 1A

Name: Piyush Tyagi

	EARNINGS		
	CTC Components	**Proposed CTC (Rs.)**	
		Monthly	**Annual**
	A. Fixed Pay		
1	Basic Pay	15,695	1,88,342
	Choice Pay		
2	ssConveyance	1,600	19,200
3	Fuel & Maintenance	**Refer to Annexure 1B**	
4	Leave Travel Allowance	**Refer to Annexure 1B**	
5	Medical Reimbursement	**Refer to Annexure 1B**	
6	Bonus*	0	0
7	Residual Choice Pay	14,503	1,74,034
	Housing		
8	House Rent Allowance	7,848	94,171
	Insurance		
9	GPA Insurance Premium	57	679
10	Group Term Life Insurance Premium	61	726
11	Medical Insurance Premium	3,433	41,190
	Retirals		
12	PF - Employer Contribution	1,883	22,601
13	Gratuity (4.81% of Basic)	755	9,059
	Total Fixed Pay [A]	45,833	5,50,000
	C. Performance Linked Incentive		
1	Performance Linked Incentive	4,167	50,000
	Total Performance Linked Incentive [C]	4,167	50,000
	Total CTC (A + B)	50,000	6,00,000

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.

Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You

will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights**: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it

deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.

m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:

Reliance RETAIL

17 April, 2021

a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

   i. Return to work within 8 days from the commencement of such absence, and
   ii. Give an explanation to the satisfaction of the Management regarding such absence

e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.

h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.

k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

Reliance RETAIL

17 April, 2021

7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in

   i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

   ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

   iii. You shall also not disclose non-public information selectively to any particular group as it may lead to

unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: Piyush Tyagi

Signature:

Date: 25th April-2021

SHRI KARTIKEYA PHARMA

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Sub: Order of Appointment – Asst Manager - Business Development

Dear Ms. Divya Dubey,

Congratulations! We welcome you on board Shri Kartikeya Pharma in the role of **Asst Manager - Business Development,** with effect from 1st Apr'2021.

This appointment is made under the following terms and conditions:

TERMS AND CONDITIONS:

1. You are expected to perform to the best of your ability, all duties and tasks assigned to you or as per your role at Shri Kartikeya Pharma.

2. You will be confirmed after 3 Months of probation. This period may be extended based on your performance. Upon successful confirmation, all employee benefits will be extendible to you.

3. Normal business hours for the company are 9:00 am - 6:00 pm from Monday to Saturday. However, it is important for employees to put in additional time in order to fulfil required duties if required.

4. Your Annual Salary is fixed as mentioned in the annexure. Salary is payable monthly within the first week of the following month. The salary amount, net of deductions of Income tax and other statutory deductibles would be paid directly into your bank account. The breakup is in the annexure to this mail.

5. You will be entitled to take leaves in agreement with the Company's Leave Policy. While we follow a limited Leaves Policy, prior approval from management for all leaves is a must so there is no hindrance to workflow. Any planned vacation more than a calendar week will have to be approved by the management at least a month in advance.

   Absence for a continuous period of 3 days without prior approval of your superior (including overstay of leave), can lead to termination of your services without notice or explanation by Shri Kartikeya Pharma.

6. Shri Kartikeya Pharma reserves the right to terminate your employment on grounds of policy, misconduct or unsatisfactory job performance.

5-9-225, 3rd Floor, Sanali Estate, C A Lane, Abids, Hyderabad-500001, Telangana State, India.
Tel: +91 40-23554386, 23204385, 23204386, Mobile: +91 9849030798
e-mail:info@ixoreal.com, Website www.ksm66ashwagandhaa.com

7. Whilst employed by Shri Kartikeya Pharma:

- You will not be permitted to undertake any other employment or engage in any external activities of a commercial nature.

- You will be required to effectively carry out all duties assigned to you by your manager and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to regular appraisal by your manager.

- Except if required by Shri Kartikeya Pharma in the course of your employment, or, thereafter, you shall not divulge to any third party, information regarding the affairs or business matters of the Company or information regarding its customers. All information that comes to your knowledge by reasons of employment with the company is deemed to be confidential.

- You will be signing a confidentiality agreement with the company at the time of joining.
  You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.

- Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

- You confirm that you have disclosed fully all of your business interests to Shri Kartikeya Pharma whether or not they are similar to or in conflict with the business or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Shri Kartikeya Pharma and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment

- Upon separation from the Company on account of either resignation or termination, you need to immediately return to the Company all the assets and property (including any leased properties) of the company software and hardware including documents, files, books, papers and memos in your possession or custody.

- Your assignment, salary, and benefits are effective from the date you join Shri Kartikeya Pharma and complete all joining formalities which includes undergoing any training that is provided.

- The terms of this offer are intended to be kept strictly confidential.

- If in case you decide to leave or resign from the organization, you will have to serve a notice period of 2 months. During these two months, you will have to be physically present at the office and make sure that you inculcate your entire job-related knowledge to the person who will be filling in your position. You can attend interviews during this period with prior information to the management. If you fail to serve this period then you will have pay 2 month's salary to the company. The management can also choose to release you early.

8. This order of appointment by Shri Kartikeya Pharma is conditional to the satisfactory completion of all regulatory and background checks. Please note that failure to clear any one of the above will lead to immediate withdrawal of this appointment order and thus termination of your employment with Shri Kartikeya Pharma.

9. You are required to confirm by email to the undersigned within the next week that you agree to abide by the policies here

Salary Annexure to the Appointment Order

Designation	Asst Manager Business Development
Basic	30,000
HRA	12,000
Special Allowance	6,200
Gross	**48,200**
PT	200
PF	1,800
TDS (As per IT rule)	1,950
ESIC	-
Ded Employee	3,950
TH Net	**44,250**
PF Employer	1,800
ESIC Employer	-
Ded Employer	1,800
CTC	**50,000**

SHRI KARTIKEYA PHARMA

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Documents required:

The following documents need to be submitted to the HR department at the of joining.

1. Updated Resume
2. 3 Passport size Photos
3. All Educational Documents
4. Identity Proofs: Any two of Following:
   - Aadhar Card (Compulsory)
   - Voter Identity Card
   - Driving License.
   - Passport
   - Photo Ration Card
   - Pan Card (Compulsory)
   - Latest Bank statement/Passbook
   - Relieving Letter or Experience letter
   - Latest 3 Months Payslips of current organization

Wishing you a brilliant career with us!

For Shri Kartikeya Pharma,

Kartikeya Baldwa
C.E.O

Accepted & Signed

Name:
Date:

5-9-225, 3rd Floor, Sanali Estate, C A Lane, Abids, Hyderabad-500001, Telangana State, India.
Tel: +91 40-23554386, 23204385, 23204386, Mobile: +91 9849030798
e-mail:info@ixoreal.com, Website www.ksm66ashwagandhaa.com

Sub: Order of Appointment – Asst Manager - Business Development

Dear Ms. Apurva Prasad,

Congratulations! We welcome you on board Shri Kartikeya Pharma in the role of **Asst Manager - Business Development** with effect from 1st Apr'2021.

This appointment is made under the following terms and conditions:

TERMS AND CONDITIONS:

1. You are expected to perform to the best of your ability, all duties and tasks assigned to you or as per your role at Shri Kartikeya Pharma.

2. You will be confirmed after 3 Months of probation. This period may be extended based on your performance. Upon successful confirmation, all employee benefits will be extendible to you.

3. Normal business hours for the company are 9:00 am - 6:00 pm from Monday to Saturday. However, it is important for employees to put in additional time in order to fulfil required duties if required.

4. Your Annual Salary is fixed as mentioned in the annexure. Salary is payable monthly within the first week of the following month. The salary amount, net of deductions of Income tax and other statutory deductibles would be paid directly into your bank account. The breakup is in the annexure to this mail.

5. You will be entitled to take leaves in agreement with the Company's Leave Policy. While we follow a limited Leaves Policy, prior approval from management for all leaves is a must so there is no hindrance to workflow. Any planned vacation more than a calendar week will have to be approved by the management at least a month in advance.

   Absence for a continuous period of 3 days without prior approval of your superior (including overstay of leave), can lead to termination of your services without notice or explanation by Shri Kartikeya Pharma.

6. Shri Kartikeya Pharma reserves the right to terminate your employment on grounds of policy, misconduct or unsatisfactory job performance.

7. Whilst employed by Shri Kartikeya Pharma:

   - You will not be permitted to undertake any other employment or engage in any external activities of a commercial nature.
   - You will be required to effectively carry out all duties assigned to you by your manager and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to regular appraisal by your manager.
   - Except if required by Shri Kartikeya Pharma in the course of your employment, or, thereafter, you shall not divulge to any third party, information regarding the affairs or business matters of the Company or information regarding its customers. All information that comes to your knowledge by reasons of employment with the company is deemed to be confidential.
   - You will be signing a confidentiality agreement with the company at the time of joining. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures
   - Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

- You confirm that you have disclosed fully all of your business interests to Shri Kartikeya Pharma whether or not they are similar to or in conflict with the business or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Shri Kartikeya Pharma and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- Upon separation from the Company on account of either resignation or termination, you need to immediately return to the Company all the assets and property (including any leased properties) of the company software and hardware including documents, files, books, papers and memos in your possession or custody.
- Your assignment, salary, and benefits are effective from the date you join Shri Kartikeya Pharma and complete all joining formalities which includes undergoing any training that is provided.
- The terms of this offer are intended to be kept strictly confidential.
- If in case you decide to leave or resign from the organization, you will have to serve a notice period of 2 months. During these two months, you will have to be physically present at the office and make sure that you transfer your entire job-related knowledge to the person who will be filling in your position. You can attend interviews during this period with prior information to the management. If you fail to serve this period then you will have pay 2 month's salary to the company. The management can also choose to release you early.

8. This order of appointment by Shri Kartikeya Pharma is conditional to the satisfactory completion of all regulatory and background checks. Please note that failure to clear any one of the above will lead to immediate withdrawal of this appointment order and thus termination of your employment with Shri Kartikeya Pharma.

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Special Allowance	6,200
Gross	**48,200**
PT	200
PF	1,800
TDS (As per IT rule)	1,950
ESIC	-
Ded Employee	3,950
TH Net	**44,250**
PF Employer	1,800
ESIC Employer	-
Ded Employer	1,800
CTC	**50,000**

Additional Benefits
Medical Insurance of Rs. 2,00,000/- (not included in CTC above)

Note that actual amount of TDS will be calculated as per declaration of investments.

5-9-225, 3rd Floor, Sanali Estate, C A Lane, Abids, Hyderabad-500001, Telangana State, India.
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SHRI KARTIKEYA PHARMA

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Documents required:

The following documents need to be submitted to the HR department at the of joining.

1. Updated Resume
2. 3 Passport size Photos
3. All Educational Documents
4. Identity Proofs: Any two of Following:
   - Aadhar Card (Compulsory)
   - Voter Identity Card
   - Driving License.
   - Passport
   - Photo Ration Card
   - Pan Card (Compulsory)
   - Latest Bank statement/Passbook
   - Relieving Letter or Experience letter
   - Latest 3 Months Payslips of current organization

Wishing you a brilliant career with us!

For Shri Kartikeya Pharma, **Accepted & Signed**

Kartikeya Baldwa **Name:**
C.E.O **Date:**

5-9-225, 3rd Floor, Sanali Estate, C A Lane, Abids, Hyderabad-500001, Telangana State, India.
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Munmun Sharma
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Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

March 4, 2021

Dear Munmun Sharma

Congratulations! We are pleased to offer you the position of Trainee, Data Management for Invesco India Pvt. Ltd. ('IIPL or Invesco') effective April 12, 2021. This position will be located in our office at DivyaSree Orion, Survey No. 66/1, Ranga Reddy District, Hyderabad 500 032. People are the foundation of our success and we believe you possess the experience, capability and talent to help us further build our organization into one of the preeminent leaders in the investment community. Speaking not only for myself, but for my colleagues as well, we look forward to the opportunity of working with you to achieve our collective objectives.

The terms and conditions of your employment with IIPL are set forth below, which, together with Annexure A (Compensation) and Annexure B (Additional Terms and Conditions of Employment) attachment hereto and incorporated herein, shall constitute the entire agreement between you and IIPL regarding your employment with IIPL (collectively, the "Agreement"). If the terms and conditions of the Agreement meet with your approval please evidence your acceptance of such by signing where indicated below.

This offer and your services are contingent upon the satisfactory background investigations including employment history. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be solely for the Company's use and confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of 7 days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs 6,50,000. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for Invesco's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon company and individual performance and subject to applicable policies of company from time to time. Any incentive or performance bonus paid by the Company to the employee shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to the employee.

Relocation Expenses:

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than 150 Kms away from Invesco Office Location. This is a onetime payment at the time of hiring and you must provide Invesco with documentation acceptable to Invesco documenting the relocation expense. Relocation allowance must be repaid to Invesco within

30 days should your employment with Invesco be terminated for any reason, save for death, permanent disability or involuntary reduction in force within twelve months from your actual start date with Invesco. Such repayment may be made by Invesco deducting relocation amounts from your final paycheck. Below are the details on relocation:

Level / Title	**Eligible Amount**
Trainee	INR 2,50,000

Note: You can utilize the allocated relocation budget against any of below Service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit dully filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details

Miscellaneous

Annual Leave

Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro−rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of IIPL at the time of your cessation of employment. The annual leave policy, carry over policy and leave encashment policy can be amended by IIPL at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto.
Munmun Sharma, we are excited to welcome you to Invesco!

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Offer Confirmation and Acceptance
If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and Invesco (India) Private Limited Employee Guide, please sign this letter and return to Dharani Deepika Dasari (at DharaniDeepika.Dasari@invesco.com) by March 7, 2021. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by March 7, 2021, this offer shall stand rescinded.

Read and Acknowledged by:

Signature: _____ Date: _____
Munmun Sharma

Start Date: _____

Munmun Sharma
Mumbai

Mumbai 401107

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure A: Compensation Details

March 4, 2021
Name: Munmun Sharma
Job Title: Trainee, Data Management

	Annual Compensation (Rupees.)
Basic Salary	1,95,000
Bonus/ex−gratia	12,000
Special Allowance (Flexible Plan)	4,10,240
Company contribution to Provident Fund	23,400
Gratuity as per Gratuity Act	9,360
Total CTC	**6,50,000**

Sincerely,

Mamata Vegunta
Director of HR− Hyderabad

Munmun Sharma
Mumbai

Mumbai 401107

INVESCO (INDIA) PRIVATE LIMITED
15th Floor, Block 6, North Tower
Divyasree Orion
SEZ, Raidurgam, Serilingampally,
Hyderabad, Telangana 500 032
Tel +91 40 674 80000 / Fax 6748 0840
HR.Hyd@invesco.com
CIN# : U72200TG2012PTC078512

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by IIPL from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of IIPL.

1.3 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you shall not, without first having obtained the written permission of IIPL, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with IIPL and for a period of [12] months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or IIPL canvass, solicit, attempt to solicit or entice any of IIPL's customers, vendors, clients or any other employee working in IIPL.

1.5 You shall not bind IIPL to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of IIPL.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to IIPL, from time to time.

1.7 You represent to IIPL that you:

(a) have the required skills and experience to perform the duties outlined in paragraph 1.2;
(b) are mentally and physically fit to perform the duties outlined in paragraph 1.2;
(c) are not using any illicit drugs;
(d) are not bankrupt;
(e) are not party to any agreement or covenant with any third party that may preclude your employment with IIPL; and

1.8 You agree to strictly comply with IIPL's HR policy as set out in IIPL's Employee Guide during the course of your employment with IIPL.

1.9 Working in Shift

− The normal "regular full−time" work schedule for IIPL is forty (40) working hours, not exceeding forty eight (48) working hours, during each working week.
− Daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
− In this regard, an employee is expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
− All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
− All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced, it shall continue until terminated as hereinafter provided in Part 12, provided however that Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 All transfers and promotions will be considered on an individual basis and in line with IIPL's policy.

3.2 IIPL may, at its discretion, transfer you to any business location of IIPL or its affiliates in accordance with the Employee Guide.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of IIPL, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 IIPL reserves the right to deduct from your salary and benefits any sums which you may owe IIPL including, without limitation, any overpayment made to you by IIPL or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Your remuneration will be reviewed periodically in accordance with the established Company policies.

PART 5. BENEFITS

5.1 IIPL agrees to make available to every employee from the start date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive the annual leave in each full year (January to December) and pro−rata in any part of a year, in accordance with the Company policy.

6.2 Your leave entitlement shall be pro−rated for the years in which your employment with IIPL begins and terminates.

6.3 IIPL shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.4 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 IIPL shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with

your duties as an employee of IIPL in accordance with IIPL's travel and entertainment policy.

7.2 You agree to provide any expense information requested by IIPL together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means information disclosed to, used by, developed by, or known to you in the course of your employment with IIPL, which is not generally known by persons outside IIPL's employment including, but not limited to, information pertaining to IIPL's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, sales, customer and vendor lists, Inventions (as defined below), routines, policies and business procedures, including those outlined in IIPL's Employee Guide (if any).

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with IIPL, and that IIPL's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside IIPL's employment.

8.3 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which IIPL is entitled to protect.

8.4 You undertake, covenant and agree that you will not, during the term of your employment with IIPL or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by IIPL, any of IIPL's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable IIPL to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that he does so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) IIPL has given its consent in writing in relation to such disclosure.

PART 9. INVENTIONS

9.1 As used herein, "Invention" means and includes any invention, improvement, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, trademarks and designs (whether registered or unregistered), trade secrets or know how.

9.2 You acknowledge and agree that every Invention which you may, at any time during the term of your employment with IIPL or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during IIPL's business hours or otherwise, and which relates in any manner to IIPL's business or which may be useful to IIPL in connection with IIPL's business shall belong to, and be the exclusive property of IIPL, and you will make full and prompt disclosure to IIPL of every such Invention.

9.3 You undertake to assign to IIPL, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm IIPL's right and title in and to every such Invention. You further undertake to perform all proper acts within your power necessary or desired by IIPL to obtain letters patented in the name of IIPL and at IIPL's expense for every such Invention in whatever countries IIPL may desire, without payment by IIPL to You of any royalty, license fee, price or additional compensation. To the extent that such assignment of the rights in the Inventions from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise−wide, perpetual, unlimited right and license in the Inventions, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the Inventions for any purpose of the Company and without identifying or seeking your consent.

9.4 You further agree and acknowledge that even if IIPL does not exercise any of the rights in any of the assigned Inventions for more than a period of 1 (one) year, such assignment of, and license to, the rights in such assigned Inventions will not lapse and such rights will not revert pursuant to Section 19(4) of the Copyright Act, 1957.

9.5 You agree that, all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Inventions developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.6 You may only use the Inventions to perform your duties under this Employment Agreement. You agree not to use the Inventions for your own gain. Further, you agree to not disclose any Inventions to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Inventions or in respect to any Invention

which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in Parts 8 or 9 hereof would result in irreparable harm to IIPL's business such that IIPL could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to IIPL at law or in equity, IIPL shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Parts 8 or 9 herein and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 You agree to comply with and be bound by the provisions of IIPL's Guide and Code of Business Conduct and Ethics.

11.2 It is understood that IIPL maintains or may maintain certain policies, which may relate to the employment of you. You agree to comply with such policies. It is agreed that the introduction and administration of such policies are within the sole discretion of IIPL. IIPL has the sole discretion to revise/amend any such policies and you agree to abide by such revised/amended policies as may/may not be notified to you. If IIPL introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by IIPL:

a) without notice or remuneration in lieu thereof at any time:

i) for just cause;
ii) if you are convicted of an indictable criminal offense or become bankrupt;
iii) if you are guilty of any misconduct which in the reasonable opinion of IIPL could injure the reputation or business of IIPL;
iv) if you, by reason of illness or mental or physical disability or incapacity, are unable to perform your duties under this as an employee of IIPL for any period of sixty (60) consecutive calendar days; or
v) if you breach any obligation of yours contained in this Annexure B.

b) otherwise, for convenience, upon notice of 60 days prior notice, in writing or with a payment to you in lieu of notice.

12.2 You may terminate your employment with IIPL at any time by providing IIPL with 60 days prior notice in writing to that effect.

12.3 Upon termination of your employment with IIPL for any reason, you agree that all items in possession of you in respect of IIPL's business including all files, manuals, information, Confidential Information, Inventions and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of IIPL and you shall personally deliver same promptly to IIPL's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of IIPL.

12.4 The payment of the amount required pursuant to sub−paragraph 12.1 (a) if applicable, together with any amounts accrued pursuant to paragraphs 4.1 and 6.1, shall be full and final severance pay and settlement between the parties hereto and the Employee agrees that he will not be entitled to any further compensation or payment of any kind whatsoever.

PART 13. GOVERNING LAW

13.1 This document shall be construed and interpreted in accordance with Indian law and the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.
The terms and conditions as outlined in this Employment Agreement are subject to the terms and conditions of the Employee

guide. The guide shall prevail in case of any inconsistency between this Employment Agreement and Employee guide. The Company can change the terms and conditions in the employee guide at any time without notice and the latest employee guide shall prevail over previous sessions.

PART 14. OTHER TERMS

14.1 Non−Disparagement:

a) Upon cessation of your employment with IIPL, you shall refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of IIPL or its affiliates, publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning IIPL or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

Read and Acknowledged by:

Signature: _____ Date: _____

Munmun Sharma

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Invesco India Private Limited ("IIPL"), we may collect certain Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax−return filing, disclosures as permitted and required by law to assist in
regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by IIPL and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf.

As per IIPL's Employment Data Protection Policy, we reserve the right to retain SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the SPDI collected, including obtaining copies and/ or seeking any correction. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your acceptance of the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt−out, in which case, you may contact the Human Resources department

Read and Acknowledged by:

Signature: _____ Date: _____

Munmun Sharma

Annexure D : Notice to Potential Employees
Invesco Limited and its subsidiaries (Invesco)

Invesco, as an investment company, is highly regulated by, and abides by all applicable regulatory requirements of, the Securities and Exchange Commission (SEC). As an individual providing service to Invesco as an employee, you are subject to certain regulations established by the SEC as a condition of providing services to the corporation. This document provides you with an overview of those requirements so you know what to expect in anticipation of working with the organization.

Financial disclosure:
Due to potential access to sensitive information and records, you will be subject to disclosure of your personal investment holdings and trading activity as well as those of your immediate family while working with the company. Disclosure and other requirements may include, but may not be limited to, the following:

a) Disclosure of direct or indirect beneficial ownership of securities held now or in the future;
b) Clearance by Invesco before engaging in certain personal securities transactions;
c) Reporting of certain personal securities transactions to Invesco;
d) Restrictions on engaging in personal securities transactions or holding securities issued during an initial public offering;
e) Restrictions on and disclosures regarding personal securities transactions involving the purchase or sale of unregistered or restricted securities;
f) Restrictions on engaging in personal securities transactions in certain securities during certain periods of time; and
g) Holding demat and trading accounts with an approved broker only.

IIPL's Compliance department will contact you shortly after you begin your assignment regarding disclosure requirements and pre−clearance of personal trades (if applicable).

Compliance with these requirements is a condition to any working relationship with Invesco, but does not guarantee a continued working relationship. All individuals work with Invesco on an at−will basis unless another status is agreed in writing with an authorized Invesco representative. Thank you for your cooperation and efforts toward maintaining Invesco as an organization that demonstrates the highest of ethical standards and behaviors in all of its business responsibilities.

Read and Acknowledged by:

Signature: _____ Date: _____
Munmun Sharma

Annexure E: Transportation

In line with regulatory requirement and prevailing Invesco policy, Invesco provides door to door transport where applicable, for employees.

Employees whose login and log− out falls in between 7pm−7am can opt for company−provided transport facility, provided the following conditions are met:

(I) Transport service is provided to employees who resides within 30kms radius from IIPL Office location.
(II) It is intended that the maximum journey time should not be more than 120 minutes (one way). The calculated time is based on normal traffic conditions.

One of the prerequisites to making the Invesco offer was your proximity of residence to the Invesco office location. If you are unable to reside within the radius of Invesco Transport eligibility, during your tenure at IIPL, IIPL shall be entitled to take such necessary steps as may be required including

(I) Ceasing the transportation facility
(II) Termination of your employment with Invesco.

You are required to make yourself familiar with the Invesco Transport policy by reading the policy available on Intranet. More details can be obtained by contacting your Facilities Services department. Please note that the Invesco Transport policy may be updated and revised periodically without notice.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature: _____ Date: _____
Munmun Sharma

DocuSign Envelope ID: 5803427F-F018-4C6A-B87C-C9304375A462

MAQ Software

Shikha Sharma
Aadhaar No: 4981 0907 5701
Phone: 769 206 2620
E-mail: shikha.shar.19980@gmail.com

Date: March 6, 2021

Dear **Shikha**:

On behalf of **MAQ Software Hyderabad Private Limited**, a company set up under the Companies Act of India, 1956 (the "Company"), I am pleased to offer you the position of **Recruitment Associate** of the Company. We are very impressed with your credentials and we look forward to your future success in this position.

The terms of your new position with the Company are as set forth below:

1. Position. a. You will become **Recruitment Associate** working on projects from our clients including Microsoft Corporation and other clients (each of which is hereinafter called "Client").

b. You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company. You will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company.

2. Start Date. Subject to fulfilment of any conditions imposed by this letter agreement, you will commence this new position with the Company on **Tuesday, March 9, 2021**.

3. Service Agreement: Not applicable

4. Compensation. Your annual compensation consists of base salary, overtime wages, bonus, house rent allowance, medical allowance and conveyance allowance as described below. In addition, you will be entitled to gratuity and certification reimbursement as per company policy. The salary will be paid to you at the end of each month:

Basic Salary	Rupees 2,18,538
Overtime Wages	Rupees 1,17,674
Bonus	Rupees 18,212
House Rent Allowance	Rupees 1,09,269
Medical Allowance	Rupees 15,000
Conveyance Allowance	Rupees 19,200
Gratuity[a]	Rupees 10,507
Employee Provident Fund	Rupees 21,600
Home Internet	Rupees 15,000
Public Provident Fund Reimbursement[b]	Rupees 50,000
Health Insurance Reimbursement[b]	Rupees 5,000
Total Eligible Annual CTC	**Rupees 6,00,000**

a. As per the provisions of the Payment of Gratuity Act, 1972.
b. You will be eligible to claim reimbursement of up to Rupees Fifty Thousand (Rs. 50,000) towards Public Provident Fund scheme and Health Insurance reimbursement of up to Rupees Five Thousand (Rs. 5,000) as per company policy.

5. **Vacation Benefits.** You will be entitled to paid vacation per year, pro-rated for the remainder of this calendar year as per the company policy.

6. **Confidential Information and Invention Assignment Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.

7. **Confidentiality of Terms.** You agree to follow the Company's strict policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding salary or bonuses to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.

8. **Employment Restriction.** You shall not accept employment directly or indirectly with, at, for or by Client (Microsoft) for a period of one year following the completion of your employment with the Company without the written consent of Company.

9. **At-Will Employment and Notice Period.** Your employment with the Company will be on an "at will" basis. This means that either you or the Company may terminate your employment for any reason or no reason with certain notice period, without further obligation or liability. For the first six months of employment, the notice period will be two weeks whereas seventh month onwards, the notice period will be eight weeks.

   This simple action allows us to help inform the customer and find a suitable replacement so that customer projects are not adversely affected. The notice period is not applicable in case an employee is terminated due to damage caused to the company for example: due to fraud or misrepresentation.

10. **Surety Deposit:** Not Applicable.

11. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Hyderabad.

We are all delighted to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to us, along with a signed and dated copy of the Confidentiality Agreement. This letter, together with the Confidentiality Agreement, set forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

For MAQ Software Hyderabad Private Limited

DocuSigned by:
Amrish Shah
D8BD8006C990483...

Signature
Amrish Shah
Director of Application Services Delivery
Date: March 6, 2021

Accepted and Agreed

DocuSigned by:
Shikha Sharma
0D380AA827AF4B5...

Signature
Shikha Sharma
Date: March 8, 2021

Attachment A: Confidential Information and Invention Assignment Agreement.

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Ref: 818497 /1892396/NTR/Permt

Date: 22-Jun-2021

Ms. Saeony Satpathy
Flat No.1003,Sasiky Greens,Tower 5
VIP Road
Zirakpur (PUN) - 140603
Phone No: 9177809706

Subject - Offer of Appointment

Dear **Ms. Saeony Satpathy,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band, operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

Saeony

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: 01/07/21

Signature of Candidate:

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Annexure - A

NAME	**Ms Saeony Satpathy**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP)..... (B)	**49990**
TOTAL.....(A)+(B)	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20000
Meal Card	26,400

(Contd.....)

Saeony

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.
- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.
- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

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Annexure – B

1) **Employment Agreement**

a) **Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) **Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) **Employee data**

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) **Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) **Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. **Termination of Employment**

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. **Statement of Facts**

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. **Company Policies**

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. **Restraints**

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**
Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. **Overseas Service Agreement**
As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**
You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**
Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. **Retirement**
Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : SAEONY SATPATHY

Signature : Saeony

Address : Savitry Greens 1, VIP Road, Zirakpur, Punjab

Date : Zirakpur, Punjab.

Place : 01/07/21
Zirakpur, Punjab.

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*	1892396	Associate ID *(To be filled by HR)*	

First Name: SAEONY Last Name: SATPATHY

Gender: Male/Female Female Date of birth (DD/MM/YYYY) 15 06 1998 Blood Group O+ve

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?		✓	
Can you readily distinguish between the pigmentary colors?	✓		
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		✓	
Do you have any physical deformity / handicap?		✓	
Do you have any congenital disorder / abnormality?		✓	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		✓	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		✓	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		✓	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		✓	
Have you had any form of critical illness or operation in the last two years?		✓	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		✓	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: Sarony

Name: Sarony Satpathy

Date: 01/07/21
(DD/MM/YY)

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Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: Saroj Satpathy

Signature: Saroj

Date: 01/07/21

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Annexure - F - Intellectual Property Assignment

Associate Name: Sacony Satpathy

Associate ID: 1892396

Date: 01/07/21

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

   Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

   a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.
   b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
   c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

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Executed this 01 day of July, 2021

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature Saeony

(Saeony Satpathy)

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 1/7/21
Dear Sir/Madam,
I Saeony Satpathy Associate Id No 1892396

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature of the Associate Saeony

Name: Saeony Satpathy

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Ref: 818499 /1892418/NTR/Permt

Date: 22-Jun-2021

Ms. Sagarika Manoj Mulge
B102, Gokul Elegance, Anand Vidya Niketan High School
Road,Konark Nagar, Mhada Colony,Viman Nagar
Pune (MAH) - 411004
Phone No: 8208710190

Subject - Offer of Appointment

Dear **Ms. Sagarika Manoj Mulge,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band, operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only). Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: 1 July, 2021

Signature of Candidate:

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Annexure - A

NAME	**Ms Sagarika Manoj Mulge**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP)..... (B)	**49990**
TOTAL.....(A)+(B)	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	20000
Meal Card	26,400

(Contd.....)

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.
- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.
- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

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Registered Office:
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Annexure – B

1) **Employment Agreement**

a) **Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) **Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) **Employee data**

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) **Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) **Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. **Termination of Employment**

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. **Statement of Facts**

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. **Company Policies**

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. **Restraints**

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**
Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**
i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. **Overseas Service Agreement**
As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**
You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**
Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. **Retirement**
Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. **General**
The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : Sagarika Manoj Mulge

Signature : Sagarika

Address : B-102, Gokul Elegance, Viman Nagar, Pune.

Date : 1 July, 2021

Place : Pune

Tech Mahindra

Great Place To Work. Certified FEB 2020-JAN 2021 INDIA

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*	SMOC94671	Associate ID *(To be filled by HR)*	SMOC94671

First Name: Sagarika Last Name: Mulge

Gender: Male/Female: Female Date of birth (DD/MM/YYYY): 18 03 1997 Blood Group: O+

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?		✓	
Can you readily distinguish between the pigmentary colors?		✓	
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		✓	
Do you have any physical deformity / handicap?		✓	
Do you have any congenital disorder / abnormality?		✓	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		✓	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		✓	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		✓	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		✓	
Have you had any form of critical illness or operation in the last two years?		✓	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		✓	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: Sagarika

Name: Sagarika Mulge

Date: 01/07/21

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: Sagarika Mulge

Signature:

Date: 01/07/21

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Annexure - F - Intellectual Property Assignment

Associate Name: Sagarika Mulge

Associate ID: SMOC94671

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**
I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**
I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

   Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

   a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.
   b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
   c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Tech Mahindra

Great Place To Work. Certified

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Executed this 01 day of July, 2021

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature

(Sagarika Manoj Mulge)

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 01/07/21
Dear Sir/Madam,
I Sagarika Mulge Associate Id No SMO(94671)

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature of the Associate

Name: Sagarika Mulge.

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Ref: 818380 /1892218/NTR/Permt **Date: 25-Jun-2021**

Ms. Mahima Gupta
407/1, Sanjay nagar, sector 6,
New railway road
Gurgaon (HRY) - 122001
Phone No: 9582950667

Subject - Offer of Appointment

Dear **Ms. Mahima Gupta,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure** – **D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy 'to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

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Annexure - A

NAME	**Ms Mahima Gupta**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP)..... (B)	**49990**
TOTAL……(A)+(B)	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy 'or 'Sales Incentive Policy',as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra'sclients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company'sconsent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company'sprior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company'sprior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company'sclients or other persons with whom the Associate has official or business contacts in the context of the Associate'sactivities for The Company, without The Company'sprior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company'santi-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) <u>Non-Disparagement Obligations</u>

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients'locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company'slaid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company'sright to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited'sintranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited'spolicies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited'sprior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual'spassword. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one'sown or team member'stable or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company'sresources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company'spolicies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company'scost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited'selectronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited'stimesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full **: Mahima Gupta**

Signature **:**

Address **: 407/1, Sanjay Colony, Sector 6, Near New Railway Road, Gurgaon, Haryana, 122001**

Date **: 1st July, 2021**

Place **: Noida**

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: Mahima Last Name: Gupta

Gender: Male/Female Date of birth (DD/MM/YYYY) Blood Group

Candidate'sMedical History:

Candidate'sMedical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?		No	
Can you readily distinguish between the pigmentary colors?	Yes		
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		No	
Do you have any physical deformity / handicap?		No	
Do you have any congenital disorder / abnormality?		No	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric		No	
ıse problem? If yes, are you on treatment		No	
any previous employment		No	
hat may require you to take Medical Leave		No	
last two years?		No	
ʏst or any similar type of growth?		No	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate'sDeclaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____**Mahima Gupta**_____

Date: _____**01/07/2021**_____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

(a) Certificates'supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master'sCertificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited'soffer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited'svendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: Mahima Gupta

Signature:

Date: 1st July, 2021

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Annexure - F - Intellectual Property Assignment

Associate Name:Mahima Gupta

Associate ID: **1892218**

Date:1st July, 2021

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**
I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**
I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer'sinformation or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

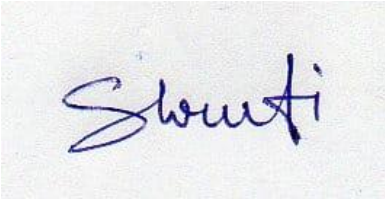

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited'scustomers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys'fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited'sproperty, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited'sexpectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited'sinvestment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited'sinvestment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited'sfor which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited'sbusiness interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

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Executed this ___1st____ day of _____July_____, 20_21__

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature

_____
(Mahima Gupta)

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____1st July, 2021____
Dear Sir/Madam,
I _____Mahima Gupta_____ Associate Id No _____**1892218**___

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature of the Associate

Name:
Mahima Gupta

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Ref: 818498 /1892402/NTR/Permt **Date: 22-Jun-2021**

Ms. SAGARIKA Choudhury
Nitya Seba Bhavan, At Keshpur
Near Jagulai Temple
Cuttack (ORS) - 753006
Phone No: 7978847507

Subject - Offer of Appointment

Dear **Ms. SAGARIKA Choudhury,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 566,807 (Indian Rupees Five Lakh Sixty-Six Thousand Eight Hundred Seven** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

Sagarika Choudhury

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Sagarika Choudhury

Date: 01/07/2021

Signature of Candidate

Sagarika

Choudhury

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Annexure - A

NAME	**Ms SAGARIKA Choudhury**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	197964
HRA (@70% OF BASIC)	138575
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	23756
FLEXIBLE COMPONENTS OF TFP	86613
TOTAL FIXED PAY. ..... (A)	**494908**
TOTAL VARIABLE PAY (TVP). .....(B)	**54990**
TOTAL.....(A)+(B)	**549898**
ADDITIONAL BENEFITS..... (C)	**16909**
GRATUITY	9522
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY. .....(D) = (A) + (B) + (C)	**566807**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

Sagarika Choudhury

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

Sagarika

Choudhury

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

Sagarika Choudhury

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Annexure – B

1) **Employment Agreement**

a) **Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) **Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) **Employee data**

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) **Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) **Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) <u>Non-Disparagement Obligations</u>

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

Sagarika Choudhury

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

Sagarika

Choudhury

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : Sagarika Choudhury

Signature : Sagarika Choudhury

Address: Nitya Seva Bhavan, at jagulai temple, Cuttack- 753006, Odisha

Date : 01/07/2021

Place: Cuttack, Odisha

Sagarika Choudhury

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Sagarika Choudhury

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: Sagarika

Last Name: Choudhury

Gender: Male/Female: Female

Date of birth (DD/MM/YYYY): 27 10 1994

Blood Group: O+ve

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?		NO	
Can you readily distinguish between the pigmentary colors?	Yes		
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		No	
Do you have any physical deformity / handicap?		No	
Do you have any congenital disorder / abnormality?		No	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		No	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		No	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		No	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		No	
Have you had any form of critical illness or operation in the last two years?		No	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		No	But I do have PCOD

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

NA	Heart Attack	NA	Diabetes
NA	High Blood Pressure	NA	Stroke
NA	Night Blindness	NA	Valve Disorders
NA	Asthma	NA	Slipped disc
Any other major disease/illness that you may be willing to disclose		PCOD, Covid in May 2021 cured now	

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: **Sagarika Choudhury**

Date: **01/07/2021**

(DD/MM/YY)

Sagarika Choudhury- DECLARATION SIGNATURE

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

Sagarika Choudhury

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:
Sagarika
Choudhur
y

Signature:
Sagarika
Choudhur
y

Date: 01/07/2021 Sagarika Choudhury

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Annexure - F - Intellectual Property Assignment

Associate Name: Sagarika Choudhury

Associate ID: 1892402(Applicant ID)

Date: 01/07/2021

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

Sagarika Choudhury

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

   Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

   a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.
   b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
   c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

Sagarika

Choudhury

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Sagarika

Choudhury

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CIN L64200MH1986PLC041370

Executed this 1st _____day of July_____, 20 21

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature
_____
(SAGARIKA Choudhury)

Sagarika Choudhury

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 01/07/2021
Dear Sir/Madam,
I Sagarika Choudhury_____Associate Id No _1892402(Applicant ID)_____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature of the Associate: Sagarika Choudhury

Name: Sagarika Choudhury

Sagarika Choudhury

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Ref: 818417 /1892252/NTR/Permt **Date: 25-Jun-2021**

Mr. Nikhil Shaji
NANDANAM', SREE NAGAR 54-A, KADAPPKADA
Kollam
Kollam (KER) - 691008
Phone No: 8921618376

Subject - Offer of Appointment

Dear **Mr. Nikhil Shaji,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr Nikhil Shaji**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP)..... (B)	**49990**
TOTAL.....**(A)+(B)**	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) <u>Non-Disparagement Obligations</u>

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male/Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:

Signature:

Date:

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Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**
I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**
I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

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Executed this _____ day of _____, 20___

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature
_____
(Nikhil Shaji)

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature of the Associate

Name:

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Ref: 818525 /1892462/NTR/Permt **Date: 22-Jun-2021**

Ms. Shrutika Tiwari
A-128,Street No.29
Smriti Nagar
bhilai (CTG) - 490020
Phone No: 7987975093

Subject - Offer of Appointment

Dear **Ms. Shrutika Tiwari,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: 01/07/21

Signature of Candidate: Shrutika

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Annexure - A

NAME	**Ms Shrutika Tiwari**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY. ..... (A)	**449908**
TOTAL VARIABLE PAY (TVP). .....(B)	**49990**
TOTAL……(A)+(B)	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY. .....(D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

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Annexure – B

1) **Employment Agreement**

a) **Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) **Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) **Employee data**

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) **Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) **Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) <u>Non-Disparagement Obligations</u>

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : **Shrutika Tiwari**

Signature : Shrutika

Address : **Plot No. A-128, Street No. 29, Smriti Nagar, Bhilai, Chhattisgarh - 490020**

Date : **01/07/21**

Place :**Bhilai**

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: **Shrutika** Last Name: **Tiwari**

Gender: Male/Female F Date of birth (DD/MM/YYYY) 01 02 1997 Blood Group B +ve

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?	Yes		Hyperopia (Far sightedness)
Can you readily distinguish between the pigmentary colors?		No	
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		No	
Do you have any physical deformity / handicap?		No	
Do you have any congenital disorder / abnormality?		No	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		No	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		No	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		No	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		No	
Have you had any form of critical illness or operation in the last two years?		No	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		No	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

No	Heart Attack	No	Diabetes
No	High Blood Pressure	No	Stroke
No	Night Blindness	No	Valve Disorders
No	Asthma	No	Slipped disc
Any other major disease/illness that you may be willing to disclose		No	

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am notsuffering from any disease/illness that I have not revealed.

Signature Shrutika

Name: **Shrutika Tiwari**

Date: **01/07/21**

(DD/MM/YY

Tech Mahindra Limited
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Madhapur, Hyderabad
500081,India
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Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:
Shrutika
Tiwari

Signature:
Shrutika

Date:
01/07/21

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Annexure - F - Intellectual Property Assignment

Associate Name: Shrutika Tiwari

Associate ID: 1892462

Date: 01/07/21

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

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Executed this 21 day of July , 2021.

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature

(Shrutika Tiwari)

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 01/07/21
Dear Sir/Madam,
I Shrutika Tiwari Associate Id No 1892462

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Shrutika
Signature of the Associate

Name: Shrutika Tiwari

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Ref: 818558 /1892522/NTR/Permt **Date: 23-Jun-2021**

Mr. Subhaditya De
Rabindrapalli, Kumarghat,
district- Unakoti
Nalkata (TRI) - 799264
Phone No: 7005403264

Subject - Offer of Appointment

Dear **Mr. Subhaditya De,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: Signature of Candidate:

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Annexure - A

NAME	**Mr Subhaditya De**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP)..... (B)	**49990**
TOTAL……(A)+(B)	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

Annexure - A (Contd...)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

Tech Mahindra Limited
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Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) <u>Non-Disparagement Obligations</u>

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: _____ Last Name: _____

Gender: Male/Female _____ Date of birth (DD/MM/YYYY) _____ Blood Group _____

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: _____

Date: _____

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:

Signature:

Date:

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Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**
I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**
I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

_____ _____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

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Executed this _____ day of _____, 20___

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature
_____
(Subhaditya De)

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____
Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Signature of the Associate

Name:

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Ref: 818462 /1892333/NTR/Permt **Date: 25-Jun-2021**

Mr. Prafull Gupta
WARD NO.18, JAI MATA DI MEDICAL AGENCY, STATION ROAD
GOHAD CHOURAHA, GOHAD
Bhind (MP) - 477116
Phone No: 8770804896

Subject - Offer of Appointment

Dear **Mr. Prafull Gupta,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Prajakta Gupta

Date: 01 July 2021

Signature of Candidate:

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Annexure - A

NAME	**Mr Prafull Gupta**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	179964
HRA (@70% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP)..... (B)	**49990**
TOTAL.....**(A)+(B)**	**499898**
ADDITIONAL BENEFITS..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

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Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in

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additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) <u>Confidentiality / Non-Disclosure</u>

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) <u>Non-Disparagement Obligations</u>

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. <u>Assignments/Transfer/Deputation</u>

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

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You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or

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banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full	: Prafull Gupta
Signature	: Prafull Gupta
Address	: Ward No. 18, Jai Mata Di Medical Agency, Gohad Chauraha, Station Road, Gohad
Date	: 01 July, 2021
Place	: Gohad

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: Prafull Last Name: Gupta

Gender: Male/Female: Male Date of birth (DD/MM/YYYY): 15 02 1997 Blood Group:

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?		✓	
Can you readily distinguish between the pigmentary colors?		✓	
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		✓	
Do you have any physical deformity / handicap?		✓	
Do you have any congenital disorder / abnormality?		✓	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		✓	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		✓	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		✓	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		✓	
Have you had any form of critical illness or operation in the last two years?		✓	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		✓	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: Prafull Gupta

Name: Prafull Gupta

Date: 01/07/2021

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: Prafull Gupta

Signature: Prafull Gupta

Date: 01 July, 2021

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Annexure - F - Intellectual Property Assignment

Associate Name: Prafull Gupta

Associate ID: 1892333

Date: 01 July, 2021

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**
I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**
I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

Prafull Gupta

WITNESSED

_____

ACCEPTED

Prafull Gupta

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Executed this 01 day of July, 2021

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature

(Prafull Gupta)

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
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CIN L64200MH1986PLC041370

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 01 July, 2021
Dear Sir/Madam,
I Prafull Gupta Associate Id No 1892333

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

Prafull Gupta

Signature of the Associate

Name: Prafull Gupta

Letter of Provisional Offer of Employment

30th March 2021
Hyderabad.

Dear **Ms. Mounika Nuthalapati,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **6th March 2021**

We are pleased to issue this provisional offer of employment ("Conditional Offer") to you for the position of **"Associate Process Leader-Trainee".**

This Conditional Offer shall only be valid and effective upon the total fulfilment of all the below conditions:

1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
2. Submission of the university issued year wise transcripts/marks sheet along with the final provisional degree pass out certificate to Human Resource Department at Brane on or before 31st Oct 2021
3. Submission of the Study Certificate issued by your BE/BTECH/MCA/MBA/DEGREE college to Human Resource Department at Brane on or before 31st Oct 2021
4. Successful clearance of the background verification check conducted by the agency appointed by Brane.
5. Successful completion of academic and administrative commitments to the college/university on or before 31st Oct 2021

This Conditional Offer shall automatically stand cancelled and expire if any of the above conditions are not fulfilled.

Your date of joining should be on or before **31st March 2021** subject to fulfilment of the conditions specified in this Conditional Offer failing which this Offer stands terminated**.**

You will be on probation for a period of six (6) months starting from your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for an additional time period. You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or if your conduct and performance are found unsatisfactory either during initial probationary period or during extended probation period, your services are liable to

be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you. Brane reserves the right to revoke, withdraw or modify this Conditional Offer letter at any time in its sole discretion.

Your total C.T.C will be **Rs. 7,00,000/-** per Annum and the monthly emoluments before deductions will be **Rs. 55,411/-**. The detailed break up of emoluments and operational details are provided under Annexure-A.

You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Conditional Offer letter, there is any change in the organizational set up or corporate structure of Brane, and if it is decided by Brane, then you may be issued Appointment Letter in the name of the group Company of Brane referencing this Conditional Offer.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them, it may result in disciplinary and legal actions.

Your employment with the Organization can be terminated by either party:

a) During Probation:

   i) By Employee: You may terminate by giving Ninety (90) days prior written notice.

   ii) By Brane: Brane may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.

b) After Confirmation of Employment:

   i) By Employee: You may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate.

   ii) By Brane: Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.

c) Notwithstanding anything contained either in this Conditional Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment respectively without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the goodwill or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) Administering and maintaining Brane's personnel records.
ii) Paying and reviewing salary and other remuneration and benefits.
iii) Providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Conditional Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Conditional Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by you and also is subject to you being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification can be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **31st March 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

1. **Working hours and Work Timings:**

The general work timings for the office are from 9:15am to 6:45pm, within which the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. **Leaves: You shall be eligible for a total of 21 days leaves in a calendar year. The leaves shall accrue on a monthly basis.**

3. **Background Verification:**

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. BRANE has the right to conduct background verification anytime during the leader's employment with the organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered thereafter.

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Mounika Nuthalapati		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Authorized Signatory

Accepted

Name & Signature:

Date:

Letter of Retention Bonus

30th March 2021
Hyderabad.

Dear **Ms. Mounika Nuthalapati**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Private Limited**

Authorized Signatory

Letter of Provisional Offer of Employment

30th March 2021
Hyderabad.

Dear **Ms. Kode Nikhila,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **6th March 2021**

We are pleased to issue this provisional offer of employment ("Conditional Offer") to you for the position of **"Associate Process Leader-Trainee".**

This Conditional Offer shall only be valid and effective upon the total fulfilment of all the below conditions:

1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
2. Submission of the university issued year wise transcripts/marks sheet along with the final provisional degree pass out certificate to Human Resource Department at Brane on or before 31st Oct 2021
3. Submission of the Study Certificate issued by your BE/BTECH/MCA/MBA/DEGREE college to Human Resource Department at Brane on or before 31st Oct 2021
4. Successful clearance of the background verification check conducted by the agency appointed by Brane.
5. Successful completion of academic and administrative commitments to the college/university on or before 31st Oct 2021

This Conditional Offer shall automatically stand cancelled and expire if any of the above conditions are not fulfilled.

Your date of joining should be on or before **31st March 2021** subject to fulfilment of the conditions specified in this Conditional Offer failing which this Offer stands terminated**.**

You will be on probation for a period of six (6) months starting from your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for an additional time period. You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or if your conduct and performance are found unsatisfactory either during initial probationary period or during extended probation period, your services are liable to

be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you. Brane reserves the right to revoke, withdraw or modify this Conditional Offer letter at any time in its sole discretion.

Your total C.T.C will be **Rs. 7,00,000/-** per Annum and the monthly emoluments before deductions will be **Rs. 55,411/-**. The detailed break up of emoluments and operational details are provided under Annexure-A.

You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

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The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them, it may result in disciplinary and legal actions.

Your employment with the Organization can be terminated by either party:

a) During Probation:

   i) By Employee: You may terminate by giving Ninety (90) days prior written notice.

   ii) By Brane: Brane may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.

b) After Confirmation of Employment:

   i) By Employee: You may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate.

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c) Notwithstanding anything contained either in this Conditional Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment respectively without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the goodwill or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) Administering and maintaining Brane's personnel records.
ii) Paying and reviewing salary and other remuneration and benefits.
iii) Providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Conditional Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Conditional Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by you and also is subject to you being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification can be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **31st March 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

1. **Working hours and Work Timings:**

The general work timings for the office are from 9:15am to 6:45pm, within which the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. **Leaves: You shall be eligible for a total of 21 days leaves in a calendar year. The leaves shall accrue on a monthly basis.**

3. **Background Verification:**

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BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Kode Nikhila		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
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Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

30th March 2021
Hyderabad.

Dear **Ms. Kode Nikhila**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Private Limited**

Authorized Signatory

Letter of Provisional Offer of Employment

30th March 2021
Hyderabad.

Dear **Ms. Jecika Maheshwari,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **6th March 2021**

We are pleased to issue this provisional offer of employment ("Conditional Offer") to you for the position of **"Associate Process Leader-Trainee".**

This Conditional Offer shall only be valid and effective upon the total fulfilment of all the below conditions:

1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
2. Submission of the university issued year wise transcripts/marks sheet along with the final provisional degree pass out certificate to Human Resource Department at Brane on or before 31st Oct 2021
3. Submission of the Study Certificate issued by your BE/BTECH/MCA/MBA/DEGREE college to Human Resource Department at Brane on or before 31st Oct 2021
4. Successful clearance of the background verification check conducted by the agency appointed by Brane.
5. Successful completion of academic and administrative commitments to the college/university on or before 31st Oct 2021

This Conditional Offer shall automatically stand cancelled and expire if any of the above conditions are not fulfilled.

Your date of joining should be on or before **31st March 2021** subject to fulfilment of the conditions specified in this Conditional Offer failing which this Offer stands terminated**.**

You will be on probation for a period of six (6) months starting from your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for an additional time period. You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or if your conduct and performance are found unsatisfactory either during initial probationary period or during extended probation period, your services are liable to

be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you. Brane reserves the right to revoke, withdraw or modify this Conditional Offer letter at any time in its sole discretion.

Your total C.T.C will be **Rs. 7,00,000/-** per Annum and the monthly emoluments before deductions will be **Rs. 55,411/-**. The detailed break up of emoluments and operational details are provided under Annexure-A.

You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Conditional Offer letter, there is any change in the organizational set up or corporate structure of Brane, and if it is decided by Brane, then you may be issued Appointment Letter in the name of the group Company of Brane referencing this Conditional Offer.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them, it may result in disciplinary and legal actions.

Your employment with the Organization can be terminated by either party:

a) During Probation:

   i) By Employee: You may terminate by giving Ninety (90) days prior written notice.

   ii) By Brane: Brane may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.

b) After Confirmation of Employment:

   i) By Employee: You may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate.

   ii) By Brane: Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.

c) Notwithstanding anything contained either in this Conditional Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment respectively without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the goodwill or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) Administering and maintaining Brane's personnel records.
ii) Paying and reviewing salary and other remuneration and benefits.
iii) Providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Conditional Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Conditional Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by you and also is subject to you being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification can be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **31st March 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

1. **Working hours and Work Timings:**

The general work timings for the office are from 9:15am to 6:45pm, within which the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. **Leaves: You shall be eligible for a total of 21 days leaves in a calendar year. The leaves shall accrue on a monthly basis.**

3. **Background Verification:**

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. BRANE has the right to conduct background verification anytime during the leader's employment with the organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered thereafter.

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Jecika Maheshwari		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

30th March 2021
Hyderabad.

Dear **Ms. Jecika Maheshwari**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Private Limited**

Authorized Signatory

Letter of Provisional Offer of Employment

30th March 2021
Hyderabad.

Dear **Ms. Sehajpreet Kaur,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **6th March 2021**

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1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
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You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Conditional Offer letter, there is any change in the organizational set up or corporate structure of Brane, and if it is decided by Brane, then you may be issued Appointment Letter in the name of the group Company of Brane referencing this Conditional Offer.

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iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

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Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **31st March 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

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BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Sehajpreet Kaur		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
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Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

30th March 2021
Hyderabad.

Dear **Ms. Sehajpreet Kaur**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Private Limited**

Authorized Signatory

DocuSign Envelope ID: 9DD5BFA5-1297-42F5-A845-91B9CE845167

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Mar 10, 2021

Dear Mr. Ahmed,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...

Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
AAB6F7F4C8EC42C...

Name: Sameer Ahmed
Date: 3/9/2021

DocuSign Envelope ID: 50C3773C-E780-4418-8310-20D540ED454D

STOCKVIEWS

StockViews Limited
Level 39, One Canada Square
Canary Wharf, London E14 5AB
email: sandeep@stockviews.com
https://stockviews.com

Mar 10, 2021

Dear Mr. Wahi,

We are pleased to make an employment offer to you for the position of **Forensic Analyst** at StockViews India, Hyderabad offices. This offer has been extended to you based on your general knowledge, educational background, technical skills, and abilities.

The terms and conditions of your employment with StockViews Ltd (the "Company") and the compensation package associated with this offer are as follows:

1. The company offers you an annual compensation of INR 500,000. All applicable taxes in India shall be deducted from your salary and the net amount is paid on the 28th of each calendar month.
2. You agree to execute the employment agreement which shall be issued within 7 working days after your acceptance of this offer.

We believe you would be an excellent addition to our high-performance forensic analyst team. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

DocuSigned by:
Sandeep Bathina
83EA28158A6D429...

Sandeep Bathina
Co-founder and President
For and on behalf of StockViews Ltd

I confirm the same and accept the terms of the employment offer.

DocuSigned by:
Aryan Wahi
BF4D518A45A4464...

Name: Aryan Wahi
Date: 3/9/2021

Coltivare

Coltivare Consultancy Services Pvt Ltd

Corporate Office : 6-3-248/H/6, Third Floor, Prashanthi Mansion, Road No. 1, Banjara Hills, Hyderabad-500 034
CIN NO. : U93000TG2013PTC087498, E-mail : info@coltivare.in, Visit us at : www.coltivare.in

12/03/2021

OFFER LETTER

To,
SAMAKSH TIWARI,
SARVOADAYA, BINA.

Dear **MR. SAMAKSH TIWARI**

Welcome you to **Coltivare**.

With reference to your application and subsequent interviews you had with us, we are pleased to make an offer of employment with **Coltivare.** You are Offered the position of **"Relationship Manager"** at a gross fixed annual CTC of **Rs 5,00,000/- (Five Lacs Rupees only).** The CTC has a fixed monthly component of Rs. 3,60,000/- pa and fixed annual component of Rs. 1,40,000/-.

However, the structure of your compensation may be altered / changed from time to time in line with the compensation policy and practices of the Company. This offer is based on your being and remaining medically fit as required under Company's policies.

Kindly send an acceptance to this offer letter in mail or written on or before **17th March 2021.** This offer is valid only up to **20th March 2021**

Your Date of Joining at Coltivare will be on or before 31st March 2021.

Your appointment will be subject to completion of all joining formalities as per company policy.

To process your joining formalities please bring below mentioned documents of your joining day.

1. 2 Passport Size Photographs
2. Original education certificates (for verification)
3. Copy of all educational certificates of qualifications claimed in the CV
4. Residential Address proof of the house/hostel residing at the time of employment
5. ID proof
6. Permanent Residence Address Proof

Request you to confirm your acceptance at the earliest and looking forward to a long and fruitful association with us.

Authorization

Coltivare Consultancy Services Pvt. Ltd. Hyderabad

Name: DEEPAK BANG
Designation: MANAGING DIRECTOR
Coltivare Consultancy Services Private Limited

Coltivare

Coltivare Consultancy Services Pvt Ltd

Corporate Office : 6-3-248/H/6, Third Floor, Prashanthi Mansion, Road No. 1, Banjara Hills, Hyderabad-500 034
CIN NO. : U93000TG2013PTC087498, E-mail : info@coltivare.in, Visit us at : www.coltivare.in

12/03/2021

OFFER LETTER

To,
ANIKET DIXIT,
KANPUR, UTTAR PRADESH.

Dear **MR. ANIKET DIXIT**

Welcome you to **Coltivare**.

With reference to your application and subsequent interviews you had with us, we are pleased to make an offer of employment with **Coltivare.** You are Offered the position of **"Relationship Manager"** at a gross fixed annual CTC of **Rs 5,00,000/- (Five Lacs Rupees only).** The CTC has a fixed monthly component of Rs. 3,60,000/- pa and fixed annual component of Rs. 1,40,000/-.

However, the structure of your compensation may be altered / changed from time to time in line with the compensation policy and practices of the Company. This offer is based on your being and remaining medically fit as required under Company's policies.

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4.Residential Address proof of the house/hostel residing at the time of employment
5.ID proof
6.Permanent Residence Address Proof

Request you to confirm your acceptance at the earliest and looking forward to a long and fruitful association with us.

Authorization

Coltivare Consultancy Services Pvt. Ltd. Hyderabad

Name: DEEPAK BANG
Designation: MANAGING DIRECTOR
Coltivare Consultancy Services Private Limited

Ref No. 311032 Private &Confidential

Date: 12 March 2021

Ms. Priyanka Sarkar,
N- 131/6 Telco Colony,
Near Plaza Market, Po Telco
Jamshedpur, Purbi
Jharkhand - 831004

Dear Priyanka Sarkar,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

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5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311032

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311032

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311032

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **11 August 1995** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311032

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311032

Annexure – I

Compensation Structure

Name:	Priyanka Sarkar	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Annexure – II

Roles & Responsibilities

Name:	Priyanka Sarkar	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311038 Private &Confidential

Date: 13 March 2021

Ms. Swathi .,
16/f1 Sankari Arumugam Castle
5th Street, Anujgam Nagar
Kolathur, Tiruvallur
Tamil Nadu - 600099

Dear Swathi .,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311038

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311038

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

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11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

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12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311038

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12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

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12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

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13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

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14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

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Ref No. 311038

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **17 November 1998** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

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19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

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20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311038

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311038

Annexure – I

Compensation Structure

Name:	Swathi .	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311038

Annexure – II

Roles & Responsibilities

Name:	Swathi .	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311033 Private &Confidential

Date: 12 March 2021

Ms. Somya Jain,
146,ekta Path, Tonk Raod
Shri Ji Nagar
Jaipur, Durgapur
Rajasthan - 302018

Dear Somya Jain,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311033

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311033

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311033

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311033

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **8 February 1999** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311033

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311033

Annexure – I

Compensation Structure

Name:	Somya Jain	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311033

Annexure – II

Roles & Responsibilities

Name:	Somya Jain	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311035 Private &Confidential

Date: 12 March 2021

Mr. Stavya Mannan,
12/6-c, Block-12, Moti Nagar
Ramesh Nagar
West Delhi
Delhi - 110015

Dear Stavya Mannan,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311035

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311035

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311035

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311035

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **12 December 1993** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311035

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311035

Annexure – I

Compensation Structure

Name:	Stavya Mannan	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311035

Annexure – II

Roles & Responsibilities

Name:	Stavya Mannan	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311028 Private &Confidential

Date: 12 March 2021

Mr. Hemanth Vijayan,
Utsav Kolassery,
Kavumbhagam Po Thalassery
Ummenchira, Kannur
Kerela - 670849

Dear Hemanth Vijayan,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311028

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

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10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

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11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

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Ref No. 311028

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12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

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Ref No. 311028

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17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **23 August 1995** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

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19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

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19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

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Ref No. 311028

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20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

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20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311028

Annexure – I

Compensation Structure

Name:	Hemanth Vijayan	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311028

Annexure – II

Roles & Responsibilities

Name:	Hemanth Vijayan	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311030 Private &Confidential

Date: 12 March 2021

Ms. Aurea J Fernandes,
Chitranjan Society, St Xaviers School Road Naranpu
Ahmedabad City
Naranpura Vistar, Ahmedabad
Gujarat - 380013

Dear Aurea J Fernandes,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311030

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311030

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311030

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311030

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **24 August 1996** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311030

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311030

Annexure – I

Compensation Structure

Name:	Aurea J Fernandes	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311030

Annexure – II

Roles & Responsibilities

Name:	Aurea J Fernandes	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311036 Private &Confidential

Date: 12 March 2021

Mr. Dubba Vedhanth Reddy,
3-26, Akumalla, Sanjamala
Mandal, Akumalla
Kurnool,
Andhra Pradesh - 518196

Dear Dubba Vedhanth Reddy,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311036

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311036

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

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10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

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11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

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Ref No. 311036

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

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12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

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14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311036

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **26 June 1995** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311036

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311036

Annexure – I

Compensation Structure

Name:	Dubba Vedhanth Reddy	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311036

Annexure – II

Roles & Responsibilities

Name:	Dubba Vedhanth Reddy	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311027 Private &Confidential

Date: 12 March 2021

Ms. Aarti Dattatray Adate,
B/1101,shree Kapareshwar Kurpa Chs,
Umesh Salunke Marg, D. P Wadi
Ghodapdeo, Tank Road
Mumbai - 400033

Dear Aarti Dattatray Adate,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311027

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311027

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311027

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311027

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **24 October 1994** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311027

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311027

Annexure – I

Compensation Structure

Name:	Aarti Dattatray Adate	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311027

Annexure – II

Roles & Responsibilities

Name:	Aarti Dattatray Adate	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311037 Private &Confidential

Date: 13 March 2021

Mr. Ishaan Parashar,
House No 165-r,
Model Town
Sonipat
Haryana - 131001

Dear Ishaan Parashar,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

Ref No. 311037

5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311037

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

11. Non-solicitation & non-compete

11.1. You understand that you may, during the course of your employment, have access to the vital information and data of the company that is unique to the business operations and processes of the company. Exposing this information and/or data to the company's competitor would cause irreparable financial loss and consequential damage like loss of business, reputation, et cetera. In view thereof, you shall not, (a) during the term of employment engage in any business activity which is competitive with the company, and/or (b)for a period of 1 (one) year immediately post termination of employment work for any company which competes with the company.

11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

12. Undertakings:

12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

Ref No. 311037

12.2. You undertake that there are no legal actions and proceedings pending against you by any government authority and/or have been convicted of any criminal offence.

12.3. You hereby declare that you are free from any health problems (physical and mental) including any contagious disease. You shall submit a medical certificate from such medical practitioner and/or hospital as required by the company.

12.4. You declare that there are no claims, damages or legal actions of any nature instituted against you by any institution, authorities including previous employer(s). You further declare that no legal cases have been instituted against you in past or currently in progress even in your personal capacity.

12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

12.6. The company follows highest level of ethics and follows the law of the land in conducting business and offering employment in different geographies. You are required to deal with the Company's information, money, material and documents with utmost honesty and professional ethics, more specifically while dealing with our respective customers and business partners including clients.

12.7. You herewith agree and undertake to abide by the information technology policies and rules framed by the Company from time to time.

12.8. You shall, post-resignation & termination from employment, remove your job status as employed with Kfintech on any social media network. In the event of resignation or termination, you shall continue to be governed by the company's policies during the notice period.

13. Safe custody of company property and recovery of dues

13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

13.2. The Company reserves the right to recover from you any unauthorized expenditure incurred, repossess any company property lying in your possession, seek refund of any unsettled loan or unsettled advances taken and any payments due to the Company from you.

14. Exclusivity

14.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

15. Severability

15.1. During the term of your appointment/employment with the company, you will work exclusively for the company and will not engage, in any manner whatsoever, in any other gainful or commercial employment or business or activity, either part time or full time, directly or indirectly, nor will you engage in any activity that conflicts with your obligations towards the Company.

Ref No. 311037

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **18 November 1994** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

18.2. In case of your departure without completing the hand-over procedure as per the prevailing policy of the company, the company reserves the right not to settle your accounts and not to pay any amount as might be payable to you.

19. Termination of employment

Under certain specific circumstances as mentioned below, your employment can be terminated by the company anytime without providing any notice or compensation in lieu of notice whatsoever.

19.1. Breach of any terms of this appointment, code of conduct, policies & procedures of the company.

19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

19.3. Absence from your normal place of work for more than Five (5) days continuously without appropriate reasons & prior approval for leave.

19.4. Consistent non-performance by you as per the verdict of the company.

19.5. In the event of being convicted of any criminal offence by any court of Law.

19.6. In the event of being found mentally or physically incapacitated to discharge your functions.

19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

20. General

20.1. You undertake to show courteous behavior towards any member of the public that you come across.

20.2. The company will deduct taxes as appropriate and consistent with the Indian Tax regulations. You shall be responsible for your tax liabilities under all applicable Tax Laws and Regulations.

20.3. In case you are required to undertake travel for company's business, you are entitled to such travel expenses/allowances as may be in force from time to time.

Ref No. 311037

20.4. In case of any change in your residential address or any relevant changes in your personal data during your employment with the company, it shall be your duty to intimate the same to the company in writing within three days from the date of such change.

20.5. All communications mailed to you by the company to the latest address given by you by Registered post, shall be deemed to have been received by you and also if you provide email address, the information sent to your email address will be treated as sufficient notice to you.

20.6. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etcetera, and amendments thereof as applicable to you and as may be amended from time to time.

20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311037

Annexure – I

Compensation Structure

Name:	Ishaan Parashar	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	18,333	219,996
HRA	11,000	132,000
Other Allowance	12,311	147,732
Provident Fund (Employer Contribution)	2,200	26,400
Advance Bonus	1,989	23,868
Fixed CTC	45,833	5,50,000

(Rupees Five Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

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Annexure – II

Roles & Responsibilities

Name:	Ishaan Parashar	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Management Trainee-Ops		

Your role involves following main activities and responsibilities:

- Brief Job Description: Management Trainee - Operations
- a. Manage operations &ensure delivery as per SOP (Standard Operating Process)
- b. Client Relationship management
- c. Check &Introduce industry best practices in operations
- d. Team management to ensure higher productivity &quality orientation
- e. Optimization of cost of delivery
- f. Ensure best in class quality interventions
- g. Check &ensure continuous technology adaptation to have improved efficiency &quality
- h. Participate &support the Business Head in pre-sales process for deep mining of the account
- i. Prepare various Business MI &analyse report &present to top management along with suggested action plans
- Key deliverables:
- 1. SLA management
- 2. Operational &Cost Efficiency
- 3. Team Management
- 4. Build Relationship Management
- 5. Cost optimisation
- Educational Qualification:
- MBA – From Reputed University
- Competencies/ Skills Required:
- 1. Excellent written &Oral Communication skills
- 2. Prior Experience in Team Handling
- 3. Eye for detail with excellent Analytical Skills
- 4. Passion to drive Change Management
- 5. Ability to work on tight timelines

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

----------x---------

Ref No. 311020 Private &Confidential

Date: 12 March 2021

Mr. Pranav Parashar,
Flat No-204, Khanuja Enclave
Saraidhela, Opp Pragati Nursing Home
Dhanbad,phuphuadi
Jharkhand - 828127

Dear Pranav Parashar,

Subject : Offer Cum Appointment Letter

In furtherance to your application, mutual discussions and based on the credentials submitted by you, we are pleased to offer you the position of **Management Trainee** in Grade **S7 (Management Trainee(S7))** with our company, KFin Technologies Private Limited. Your appointment shall be subject to your acceptance of the terms and conditions mentioned herein below:

1. Date of joining, posting & location

1.1. You shall join the company on **15 March 2021** at **Hyderabad**.

1.2. The position is transferable to anywhere in India or abroad within same department or any other department of the company or its associate concerns,without affecting your remuneration and benefits in terms of this letter. Any posting with respect to outside India shall be governed as per the local laws of such country on case to case basis.

2. Compensation

2.1. You shall be entitled to an Annual Gross Fixed Compensation of **INR 4,50,000/- (Rupees Four Lakhs Fifty Thousand only).** The detailed break-up of your compensation structure is given in the **Annexure - I** to this letter.

2.2. The payment of your compensation shall be governed by and subject to the Human Resource Policies of the Company as may be modified from time to time.

2.3. The revision of pay scale including allowances (as applicable) shall be fixed at the discretion of the Company.

3. Probation Period

3.1. You shall be on probation for a period of **6** months from the date of your joining, which may be extended for such further period as may be fit and deemed necessary by the Management.

3.2. You shall receive a written communication upon satisfactory completion of your probation period.

4. Notice period

4.1. The company may terminate your services without assigning any reason by giving 60 (Sixty) days'prior notice or payment of Gross Monthly Salary in lieu of the notice period.

4.2. In the event you wish to resign from the services of the Company, you shall serve a prior notice period for 60 (Sixty) days. Depending upon business requirement and other factors, the management may, at its discretion, agree to relieve you earlier, in the event of which you shall pay gross monthly salary in lieu of the notice period short fall.

5. Working hours

5.1. You shall work for 48 (forty eight) hours per week excluding break period for lunch, snacks and recreational activities in terms of the Statutory provisions.

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5.2. You shall follow the working hours & shift timing of the Company at the place of your posting. Any change in the working hours shall be informed to you in due course.

5.3. You understand that the company does not provide any transport facility and you shall make your own arrangements for transport to & from office.

6. Compliance with Company's Policies

6.1. You shall, at all times, comply with the company's policies, procedures & service regulations which are available online on the HR Intranet. Any violation would entail necessary departmental & legal action.

7. Duties and responsibilities

7.1. You shall diligently, honestly, faithfully discharge your duties and responsibilities as detailed in **Annexure II**.

7.2. You shall conform to the directions and advice given to you by your superiors in performance of your duties.

8. Code of conduct

8.1. During the term of the employment &the period after resignation and/or termination, you shall not indulge in writing any unsolicited mails or spamming the company or its officials or management imputing or intending to cause annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred or ill will.

8.2. You shall maintain utmost integrity, practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and in over-all conduct in all your actions, so performed.

8.3. You shall maintain and support a congenial, disciplined and participative work environment that fosters team spirit and high performance standards. You shall ensure protection of Company's interest and matters relating to its business.

8.4. You shall not indulge in any act that may cause harm to the reputation and goodwill of the company or its officials or management.

8.5. You shall not defame or attempt to defame the company, its officials or management by words either spoken or written including social media.

8.6. You shall strictly abstain yourself from involving in any act of fraud, misrepresentation and wilful neglect. You shall also strictly abstain from involving yourself in dealing with company's money, material and documents in any dishonest and/or unethical manner.

8.7. You agree, undertake and acknowledge that you will follow all the terms of the company's policies and code of conduct at all times.

8.8. In case of any violation of company's policies (including but not limited to the above terms), the company shall be entitled to take (including but not limited to), any disciplinary action against you and any appropriate legal action against you, as it deems fit and necessary, including terminating your services with immediate effect.

9. Indemnity

9.1. You shall indemnify and hold harmless the Company, its officers and directors against any losses, damages, proceedings which the Company might suffer due to any wrongful, malafide acts, negligence and gross dereliction of duties on your part.

9.2. Such indemnity shall not prejudice the right of the Company to take necessary disciplinary action including termination of your services and/or legal action on such account, or the right of the Company to seek other remedies which the Company may have to make good the loss or damages.

Ref No. 311020

10. Confidentiality and Intellectual Property Rights *(Copyright, Patents, Trade Marks and Geographical Indicators)*

10.1. You understand that company would be providing you sensitive and confidential data (including personally identifiable information, business information and company's proprietary information including but not limited to company's business strategies, standard operating procedures, processes, company's intellectual properties, financials, customer & client information lists, price sensitive information including any trading related information of the company, its affiliates and business partners), which if disclosed to any 3rd party would cause irreparable harm and loss to the company. In view thereof, you shall protect and keep all the Data so exchanged in furtherance to this employment strictly confidential during and after the period of your employment with the company, and shall share the data strictly only with the employees and/or clients who are involved with processing such information or data on "Need to Know" basis, only for the limited business purposes.

10.2. You shall also maintain strict confidentiality of the information regarding your compensation package and shall not disclose the same to other employees.

10.3. All the intellectual property rights with respect to the work done during your term of employment shall belong solely to the company including copyright, patents and trademarks.

10.4. Any violation or compromise with the intellectual property rights of the company by you and the unauthorized disclosure of confidential information shall constitute a serious misconduct and the company shall be entitled to take appropriate disciplinary action and legal action against you as deemed appropriate.

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11.2. During the term of employment and for a period of 2 (two) years post termination of employment, you shall not, directly or indirectly (for any reason whatsoever), (a) induce or attempt to induce any employee of the company to leave the employment of the company, (b) in any way interfere with the relationships between the company and any employee of the company, (c)take on employment any employee of the company.

11.3. During the term of your appointment with the Company and for a period of two (2) years post termination of employment with the Company, you shall also not influence and/or induce or attempt to influence and/or induce any customer, supplier, licensee or other person or entity that, (a) is and/or has done business with the company to cease doing business with the company, and/or (b) in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the company.

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12.1. You undertake that the assurances, undertaking, et cetera, in regard to your education/qualification certificates, work experience certificates, previous employers' certificates and all other certificates, information, declarations and undertakings are true and correct. In the event of any information furnished by you is found to be untrue through any source including background verification check, your services shall be liable to be terminated without notice.

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12.5. You agree that in the event the company transfers or deputes you outside India on any assignment, within the group company or its business partners including clients,for any training or in furtherance of your employment including at any clients' place of business or in any associate concern of the company, or for any external training, you shall have to serve the company for a minimum period of 1(one) year post your return to India on completion of such assignment / training & not even tender resignation during such period of one year. You further agree that in the event of your decision to leave the company before completion of one year as stated above, you shall be liable to repay the entire cost incurred on you by the company towards such transfer or deputation including traininga long with such compensation as may be fit and necessary under the circumstances towards other incidental expenses. You shall indemnify the company to the extent of loss the company may have suffered in this regard. In furtherance to the same, you agree to sign & execute any document/s that may be required by the company.

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13.1. You will be responsible for the safekeeping and good condition and order of all the Company property entrusted to your care and charge.

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Ref No. 311020

16. Resolution of dispute

16.1. All disputes or differences arising in connection with this letter shall be subject to the jurisdiction of courts in Hyderabad only irrespective of your working location.

17. Retirement

17.1. You will automatically retire from the services of the company at the end of the month in which you attain the superannuating age of 58 years. Your date of birth as recorded by us is **28 July 1997** and further this date of birth will be used to calculate your age of superannuation.

18. Handing over process

18.1. In case of your disassociation from the company due to any reason, before relieving from the services of the company, you will be required to complete your pending tasks and undertake a formal hand-over of charge of your job responsibilities to a designated official of the Company identified by the Head – HR or your immediate supervisor. You shall hand over to the designated personnel charge, all material, information and property belonging to the company and in your possession at the earliest and not later than the last working day.

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19.2. In the company's opinion, in the event you are found to be guilty of any act of gross misconduct or indiscipline on account of falsification, dishonesty, misappropriation, dereliction of duty in discharging your duties and functions, irregular attendance and neglect of duty.

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19.7. In the event of intended termination from services on the grounds mentioned above, the company shall seek your explanation in writing detailing the breach and will provide you seven days' time for furnishing your explanation formally. The company reserves the right to accept or reject any such explanations provided by you and at the same time, the company reserves the right to terminate your services without notice, where the company is prima-facie convinced of the breach of a serious nature. The company's decision to discontinue your services shall remain final and binding on you.

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20.1. You undertake to show courteous behavior towards any member of the public that you come across.

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Ref No. 311020

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20.7. Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR manual and other policies and procedures of the Company as applicable and as may be amended from time to time.

20.8. You shall not indulge yourself in any activity (verbally, physically or by your behavior) causing annoyance, disrespect and harassment in any manner whatsoever to your co-employees, seniors, subordinates, clients and customers. You shall also not do anything or cause to do anything which shall bring dishonor and/or disrepute to the company or engage in unlawful/immoral activities.

20.9. If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s), you shall immediately inform the company the details thereof.

20.10. You shall not at any time use your association with the company to gain unfair advantage for personal purposes.

20.11. In the event of termination of your employment by the company and/or your resignation before completion of 12 months in service, you will need to refund joining bonus paid to you at the time of joining along with any expenses incurred by the company on account of your relocation & joining.

20.12. The terms and conditions that are not specifically set forth in this letter will be determined pursuant to the applicable laws of India and the company's policies and code of conduct, which may be amended from time to time.

20.13. This Agreement shall be governed by and construed in accordance with the law of India and to the extent applicable any law of the land where you may be transferred or deputed.

We wish you a long and happy association with us.

Thanking you,
for **KFin Technologies Private Limited**
Sd/-

Bala Swarup Dumpala
General Manager
Human Resources

Please Note : This is an on-line letter, hence, does not require any authorized signature.

Enclosed: (i) Compensation Structure (Annexure I)
(ii) Role &Responsibilities (Annexure II)

Acceptance

I have read and understood the above Terms & Conditions hereby signify my acceptance

Name:
Date of Joining

Ref No. 311020

Annexure – I

Compensation Structure

Name:	Pranav Parashar	Designation:	Management Trainee
Grade:	S7 (Management Trainee(S7))	Location	Hyderabad

Breakup of your compensation is as under:

Particulars	Amount in INR per month	Amount in INR per annum
Basic	15,000	180,000
HRA	9,000	108,000
Other Allowance	9,711	116,532
Provident Fund (Employer Contribution)	1,800	21,600
Advance Bonus	1,989	23,868
Fixed CTC	37,500	4,50,000

(Rupees Four Lakhs Fifty Thousand only)

Other benefits:

Personal Accident Cover:	:	Personal accident cover for self in cases of death or disability
Mediclaim	:	Covered under ESIC or Mediclaim Insurance for Self, Spouse and Two children, whichever is applicable.
Gratuity	:	As per Gratuity Act

Note:

Compensation is a personal & confidential matter between you and the company. You are not supposed to discuss or share this with anyone. Any discussion or disclosure of your compensation with anybody other than your department head or HR is liable for disciplinary action.

Ref No. 311020

Annexure – II

Roles & Responsibilities

Name:	Pranav Parashar	Designation:	Management Trainee
Grade:	S 7 (Management Trainee(S7))	Location	Hyderabad
Function:	Buhr		

Your role involves following main activities and responsibilities:

- Aligned with-in a Market Units and functions and deliver HR solutions to meet managers and employees needs.
- Understand the business environment and strategy and people implications.
- Provide people management coaching to managers and contribute to the development of managers skills.
- Actively support employee engagement activities within areas of responsibility.
- Act as steward for attracting and developing and retaining diverse talent in the organization including collaborating with talent acquisition partners as necessary.
- Champion performance and talent management culture and processes with in customer groups.
- Partner with Centers of Expertise to deliver business required initiatives.
- Drive implementation of function wide HR programs with in assigned associate groups.
- Facilitate change management with-in Business Units.
- Help local managers meet and exceed people objectives for their area or function.
- Responsible for the execution of the people strategy and HR plan and HR budget and HR priorities aligned with business objectives.
- Interpret and communicate HR solutions for local market unit.
- Provide consultative support and advice and solutions on all people related subjects and in conjunction with HR Services.
- Support the HR Service Delivery model by working effectively with HR Services.
- Collaborate with employee relations and labor relations partners as necessary.

Note: This job role is only indicative in nature. Please refer to the detailed Job Description and discuss with your Supervisor to finalize Key Result Areas. The roles and responsibilities might change depending on the business requirements.

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Bharat Financial Inclusion Limited
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Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
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F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

Date: **18th March,2021**

Mr. Harsh Shrivastava,

OFFER AND APPOINTMENT LETTER

Dear **Mr. Harsh Shrivastava,**

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Sr Principal Manager - Retail Business loans** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,970/- (In words, Rupees Thirty Six Thousand Nine Hundred Seventy Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....
(Signifying acceptance)

Head Office: 3rd Floor, My Home Tycoon, Block A, 8-3-1193/1, Kundanbagh
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PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22nd March, 2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

Signature of the employee.....
(Signifying acceptance)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
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TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the

Signature of the employee.....
(Signifying acceptance)

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Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

Signature of the employee.....
(Signifying acceptance)

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RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

Signature of the employee.....
(Signifying acceptance)

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Subsidiary of IndusInd Bank Limited

Bharat Financial Inclusion Limited
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INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited Hyderabad

Murali MRM
Sr VP - HR

I, **Harsh Shrivastava** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22nd March, 2021.**

Signature : Harsh

Date : 22/03/21

Signature of the employee.....Harsh.....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,485	2,21,821
HRA	11,091	1,33,092
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3697	44,364
Post allowance	647	7,764
Employer PF contribution	2,405	28,859
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

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Signature of the employee.....
(Signifying acceptance)

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Private & Confidential

Date: **18th March,2021**

Mr. Mayank Kumar Rai,

OFFER AND APPOINTMENT LETTER

Dear **Mr. Mayank Kumar Rai,**

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Sr Principal Manager - Retail Business loans** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,970/- (In words, Rupees Thirty Six Thousand Nine Hundred Seventy Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22nd March, 2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

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A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

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Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

Signature of the employee.....
(Signifying acceptance)

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the

Signature of the employee......
(Signifying acceptance)

Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

Signature of the employee.....
(Signifying acceptance)

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A 100% subsidiary of IndusInd Bank Limited

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Murali MRM
Sr VP - HR

Bharat Financial Inclusion Limited
Hyderabad

I, **Mayank Kumar Rai** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22nd March, 2021.**

Signature : .....

Date : 22/03/21

Signature of the employee .....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,485	2,21,821
HRA	11,091	1,33,092
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3697	44,364
Post allowance	647	7,764
Employer PF contribution	2,405	28,859
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

s

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Private & Confidential

Date: **18th March,2021**

Mr. Bharat Sharma,

OFFER AND APPOINTMENT LETTER

Dear **Mr. Bharat Sharma,**

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Sr Principal Manager - Retail Business loans** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,970/- (In words, Rupees Thirty Six Thousand Nine Hundred Seventy Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....Bharat Sharma
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **22nd March, 2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

Signature of the employee. Bharat Sharma
(Signifying acceptance)

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the

Signature of the employee.....Bharat Sharma
(Signifying acceptance)

Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

ou shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

Bharat Sharma

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

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RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

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You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

Bharat Sharma

Signature of the employee.....
(Signifying acceptance)

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INDEMNIFICATION

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JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Murali MRM
Sr VP - HR

Bharat Financial Inclusion Limited
Hyderabad

I, **Bharat Sharma** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions, and confirm that I shall commence work on **22nd March, 2021.**

Signature : Bharat Sharma.

Date : 22/03/2021

Bharat Sharma

Signature of the employee.....
(Signifying acceptance)

BHARAT Financial Inclusion Ltd
Prayaas se pragati
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ANNEXURE I

Particular	Monthly	Annual
Basic	18,485	2,21,821
HRA	11,091	1,33,092
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
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Employer PF contribution	2,405	28,859
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

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Bharat Sharma

Signature of the employee.....
(Signifying acceptance)

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Congrats!

Sushmita Venkat <sushmita@spotdraft.com> Mon, Mar 15, 2021 at 6:33 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>, chalormeebasu@gmail.com

Hi Rajith & Chalormee,

Hope both of you had a great weekend!

Thank you to IBS for engaging with SpotDraft for campus placements this academic year! We have genuinely loved speaking to each & every interested student. Unfortunately, we have limited positions, and hence have to pick and choose we want to hire for this position at this point in time.

We'd like to officially roll out an offer to Chalormee Basu, for the position of 'Customer Sucess Associate'. Should she choose to accept, I'll share an offer letter to be signed. The total compensation would be 8.5L per annum, out of which 7.5L would be fixed & 1L would be the annual variable component based on performance. The joining date would be 1st April 2021.

Please convey our best wishes to all other students. We have no doubt they'd excel with flying colours! Hoping to stay in touch with IBS for partnerships in the future.

@chalormee: Please send an email with your acceptance. Looking forward to having you onboard! :)

Best regards,
Sushmita Venkat
+91 9884598350
People Operations Manager @ SpotDraft

SPOTDRAFT

DRAFTSPOTTING TECHNOLOGIES PRIVATE LIMITED
M-102, La Lagune, Sector 54, Golf Course Road Gurgaon Haryana-122011,
CIN:U72200HR2017PTC068652;

E:shashank.bijapur@gmail.com
T: +91-9902069345; W: www.spotdraft.com

Date: March 12, 2021

Dear Chalormee Basu

We are delighted to extend this offer of employment for the position of Customer Success Associate with Draftspotting Technologies Private Limited (hereinafter referred to as **"Company"**). Please review this summary of terms and conditions for your anticipated employment with us.

If you accept this offer, your start date will be April 01, 2021 and you would report to Rohith Salim.

Please find below the terms and conditions of your employment, should you accept this offer letter:

Position. Your title will be Customer Success Associate. This is a full- time employment. While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Probation Period. Your employment will be subject to a 90 day "**Probation Period**" which may be extended at the sole discretion of the Company. During this probation period, your employment will be "at will", meaning that the Company may terminate your employment at any time and for any reason, with or without cause. You may terminate your employment with the Company by giving 2 weeks' notice. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you). On the successful completion of your Probation Period as determined by the Company, this letter agreement will be superseded by a revised Employment Agreement.

DRAFTSPOTTING TECHNOLOGIES PRIVATE LIMITED
M-102, La Lagune, Sector 54, Golf Course Road Gurgaon Haryana-122011,
CIN:U72200HR2017PTC068652;

E:shashank.bijapur@gmail.com
T: +91-9902069345; W: www.spotdraft.com

Cash Compensation. The Company will pay you a starting salary at the rate of ₹ 7,50,000.00 (Indian Rupee Seven Lakh Fifty Thousand and Paise Zero only) per year, payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

Performance Bonus Potential. You will be eligible to be considered for Performance Variable of ₹ 1,00,000.00 (Indian Rupee One Lakh and Paise Zero only) to be adjusted based on attainment of quota (on target earning). The bonus (if any) will be awarded based on objective or subjective criteria established by the Compensation Committee of the Company. Any bonus for the financial year in which your employment begins will be prorated, based on the number of days you are employed by the Company during that fiscal year. Any bonus for a financial year will be paid after the close of that fiscal year, but only if you are still employed by the Company at the time of payment.

Hours and Compensation. This is a full-time position requiring approximately 40 hours per week.

Leave Policy & Employee Benefits. As a regular employee of the Company, you will be eligible to participate in all company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy.

Term & Termination. Your employment with the Company is for no specific period of time. After the completion of the Probation Period, you may terminate your employment with the Company after your Probation Period by giving 6 weeks advance notice. After the completion of the Probation Period, the Company may terminate your employment without cause by giving 4 weeks advance notice or, for just cause at any time without notice and without payment in lieu of notice.

Proprietary Information and Inventions Agreement. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, Non-Compete Agreement and the Confidentiality Agreement.

DRAFTSPOTTING TECHNOLOGIES PRIVATE LIMITED
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E:shashank.bijapur@gmail.com
T: +91-9902069345; W: www.spotdraft.com

Privacy. You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Tax Matters

Withholding. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Tax Advice. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimises your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

Interpretation, Amendment and Enforcement. This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorised officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before 1 (One) Days of the date of this letter agreement. Upon your acceptance of this employment offer, the Company will provide you with the necessary paperwork and instructions.

DRAFTSPOTTING TECHNOLOGIES PRIVATE LIMITED
M-102, La Lagune, Sector 54, Golf Course Road Gurgaon Haryana-122011,
CIN:U72200HR2017PTC068652;

E:shashank.bijapur@gmail.com
T: +91-9902069345; W: www.spotdraft.com

On behalf of Draftspotting Technologies Private Limited

Signed:	Signed:
Shashank Bijapur	Chandrimee Basu
Chief Executive Officer	CSM

DRAFTSPOTTING TECHNOLOGIES PRIVATE LIMITED
M-102, La Lagune, Sector 54, Golf Course Road Gurgaon Haryana-122011,
CIN:U72200HR2017PTC068652;

E:shashank.bijapur@gmail.com
T: +91-9902069345; W: www.spotdraft.com

Candidate Acceptance

I have read and hereby accept the offer above and the below mentioned terms and conditions:

1. I agree that once I sign this offer and till the time I join the Company, I will discontinue looking for other employment. I will inform any companies that I am currently interviewing with that I am withdrawing my candidacy from their opening. If still any company wishes to interview me or make me an offer, I assure you that I shall refuse and join Company as promised by signing this offer.

   Initials: CB

2. I understand by signing this offer letter I am agreeing that I will not interview or even apply to any other companies.

   Initials: CB

3. I will resign from my current employer and provide to SpotDraft within seven days an accepted copy of my resignation. I understand that failing to do so will lead to the offer being withdrawn.

   Initials: CB

4. I understand that if I find the above restrictions unacceptable then I should reject this offer and NOT sign this offer letter.

   Initials: CB

I accept the offer, terms and conditions contained in the Letter Agreement appended above.

Letter of Provisional Offer of Employment

30th March 2021
Hyderabad.

Dear **Mr. Sanket Sonkusle,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **7th March 2021**

We are pleased to issue this provisional offer of employment ("Conditional Offer") to you for the position of **"Associate Process Leader-Trainee".**

This Conditional Offer shall only be valid and effective upon the total fulfilment of all the below conditions:

1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
2. Submission of the university issued year wise transcripts/marks sheet along with the final provisional degree pass out certificate to Human Resource Department at Brane on or before 31st Oct 2021
3. Submission of the Study Certificate issued by your BE/BTECH/MCA/MBA/DEGREE college to Human Resource Department at Brane on or before 31st Oct 2021
4. Successful clearance of the background verification check conducted by the agency appointed by Brane.
5. Successful completion of academic and administrative commitments to the college/university on or before 31st Oct 2021

This Conditional Offer shall automatically stand cancelled and expire if any of the above conditions are not fulfilled.

Your date of joining should be on or before **31st March 2021** subject to fulfilment of the conditions specified in this Conditional Offer failing which this Offer stands terminated**.**

You will be on probation for a period of six (6) months starting from your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for an additional time period. You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or if your conduct and performance are found unsatisfactory either during initial probationary period or during extended probation period, your services are liable to

be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you. Brane reserves the right to revoke, withdraw or modify this Conditional Offer letter at any time in its sole discretion.

Your total C.T.C will be **Rs. 7,00,000/-** per Annum and the monthly emoluments before deductions will be **Rs. 55,411/-**. The detailed break up of emoluments and operational details are provided under Annexure-A.

You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Conditional Offer letter, there is any change in the organizational set up or corporate structure of Brane, and if it is decided by Brane, then you may be issued Appointment Letter in the name of the group Company of Brane referencing this Conditional Offer.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them, it may result in disciplinary and legal actions.

Your employment with the Organization can be terminated by either party:

a) During Probation:

   i) By Employee: You may terminate by giving Ninety (90) days prior written notice.

   ii) By Brane: Brane may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.

b) After Confirmation of Employment:

   i) By Employee: You may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate.

   ii) By Brane: Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.

c) Notwithstanding anything contained either in this Conditional Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment respectively without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the goodwill or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) Administering and maintaining Brane's personnel records.
ii) Paying and reviewing salary and other remuneration and benefits.
iii) Providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Conditional Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Conditional Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by you and also is subject to you being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification can be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **31st March 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

1. **Working hours and Work Timings:**

The general work timings for the office are from 9:15am to 6:45pm, within which the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. **Leaves: You shall be eligible for a total of 21 days leaves in a calendar year. The leaves shall accrue on a monthly basis.**

3. **Background Verification:**

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. BRANE has the right to conduct background verification anytime during the leader's employment with the organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered thereafter.

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Sanket Sonkusle		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

30th March 2021
Hyderabad.

Dear **Mr. Sanket Sonkusle,**

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

Letter of Provisional Offer of Employment

30th March 2021
Hyderabad.

Dear **Ms. Ankita Singh,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **7th March 2021**

We are pleased to issue this provisional offer of employment ("Conditional Offer") to you for the position of **"Associate Process Leader-Trainee".**

This Conditional Offer shall only be valid and effective upon the total fulfilment of all the below conditions:

1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
2. Submission of the university issued year wise transcripts/marks sheet along with the final provisional degree pass out certificate to Human Resource Department at Brane on or before 31st Oct 2021
3. Submission of the Study Certificate issued by your BE/BTECH/MCA/MBA/DEGREE college to Human Resource Department at Brane on or before 31st Oct 2021
4. Successful clearance of the background verification check conducted by the agency appointed by Brane.
5. Successful completion of academic and administrative commitments to the college/university on or before 31st Oct 2021

This Conditional Offer shall automatically stand cancelled and expire if any of the above conditions are not fulfilled.

Your date of joining should be on or before **31st March 2021** subject to fulfilment of the conditions specified in this Conditional Offer failing which this Offer stands terminated**.**

You will be on probation for a period of six (6) months starting from your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for an additional time period. You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or if your conduct and performance are found unsatisfactory either during initial probationary period or during extended probation period, your services are liable to

be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you. Brane reserves the right to revoke, withdraw or modify this Conditional Offer letter at any time in its sole discretion.

Your total C.T.C will be **Rs. 7,00,000/-** per Annum and the monthly emoluments before deductions will be **Rs. 55,411/-**. The detailed break up of emoluments and operational details are provided under Annexure-A.

You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Conditional Offer letter, there is any change in the organizational set up or corporate structure of Brane, and if it is decided by Brane, then you may be issued Appointment Letter in the name of the group Company of Brane referencing this Conditional Offer.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them, it may result in disciplinary and legal actions.

Your employment with the Organization can be terminated by either party:

a) During Probation:

   i) By Employee: You may terminate by giving Ninety (90) days prior written notice.

   ii) By Brane: Brane may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.

b) After Confirmation of Employment:

   i) By Employee: You may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate.

   ii) By Brane: Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.

c) Notwithstanding anything contained either in this Conditional Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment respectively without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the goodwill or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) Administering and maintaining Brane's personnel records.
ii) Paying and reviewing salary and other remuneration and benefits.
iii) Providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Conditional Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Conditional Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by you and also is subject to you being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification can be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **31st March 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

1. **Working hours and Work Timings:**

The general work timings for the office are from 9:15am to 6:45pm, within which the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. **Leaves: You shall be eligible for a total of 21 days leaves in a calendar year. The leaves shall accrue on a monthly basis.**

3. **Background Verification:**

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. BRANE has the right to conduct background verification anytime during the leader's employment with the organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered thereafter.

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Ankita Singh		
Role: Associate Process Leader-Trainee	**DOJ: 31st March 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Authorized Signatory

Accepted

Name & Signature:

Date:

BRANE

Letter of Retention Bonus

30th March 2021
Hyderabad.

Dear **Ms. Ankita Singh**,

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Private Limited**

Authorized Signatory

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Bharti Airtel : Campus Recruitment 2020-21 || ICFAI

1 message

Neha Anand <neha.anand@airtel.com> Wed, Feb 3, 2021 at 7:17 PM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Anant Gupta <anant3.gupta@airtel.com>

Hi,

As discussed, we are interested in visiting your campus for final placements. Following are the details –

- **Role in consideration – Store Manager**
- **Compensation – About 5.5 LPA + Benefits as per policy + One time performance linked bonus to be paid in two tranches (12 +12 Months): Maximum of INR 75,000 per tranche subject to performance.**
- **Location – Anywhere in Andhra Pradesh**
- **Pre-Placement Talk – 15th Jan-2021**
- Tentative Date of Online Test: 16- Feb-2021.
- Tentative Date of Campus Process –18-Feb-2020

Please note, we will be having a Summer Internship Program for the batch of 2021-22 for the sales domain. Kindly share the details of those whosoever is keen.

Request you to share the **details of the interested students** in the attached format and **confirm on the above mentioned dates** by **Monday, 8-Feb-2020, EOD**

Regards

Neha Anand

HR Talent Acquisition

neha.anand@airtel.com

i am airtel

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****

Date: **25/04/2021**
Name: **Isha Jodhani**
Address: **7-1-222/p, Pallavi Vihar Apt,** ,
Balkampet,
Hyderabad
Telangana
India

Dear **Isha** ,

With reference to your application and the subsequent interview, we are pleased to offer you a position as **Executive Trainee** in the **Sales.Own Retail** department in band **F** in **Bharti Airtel Ltd.** . The terms and conditions of your appointment are as follows:-

1. APPOINTMENT AND REPORTING:
   1.1 This offer of appointment is purely provisional subject to your joining on or before **01/06/2021** and it shall stands forthwith withdrawn in the event of following:
      i. If any information provided by you is found to be incorrect or misrepresented or concealment of any important information.
      ii. If any documents furnished by you for this employment is found false/fabricated.
      iii. Adverse report of your background verification.

      The terms and conditions of appointment shall be effective from your date of joining.
   1.2 You will initially report to **Sreedevi B** , which can subsequently be changed at the sole discretion of the company.
2. EMOLUMENTS AND TAXES:
   2.1 Your remuneration will be as per the details provided in Annexure annexed hereto.
   2.2 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration including if applicable any shares issued under ESOP scheme being paid to you pursuant to your employment here under.The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.
   All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.
3. TERMINATION:
   3.1 Either the Company or you may terminate your employment at any time, without assigning any reasons, by providing two (2) months' written notice or two (2) months' basic salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or you may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements, in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse acceptance of two (2) months' basic salary in lieu of notice period and (i) require you to continue to serve the Company during the notice period or any part thereof, OR (ii) for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however that during such notice period or part thereof, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.
   3.2 Your employment shall stand terminated forthwith without any notice in the event of the following:
      i. if you do not join within the stipulated date, unless extended in writing.
      ii. if you are held guilty of any offence involving moral turpitude or any breach of the code of conduct of the Company.

3.3 Upon termination of your employment, you (or your legal heirs as the case may be) will complete the exit formalities and shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto. Prior to leaving the Company, you will also ensure that all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

4. INITIAL POSTING AND TRANSFER:

4.1 Your initial place of posting shall be at **AP-Hyderabad-Splendid Towers-Circle**

4.2 However, at the sole discretion of the Management, you will be liable to be transferred /deputed from one place to another any where in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

4.3 Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.

4.4 As per the exigency of business, you may be required to carry out addition work for the Company's affiliates/associates/group companies.

5. GENERAL EMPLOYMENT OBLIGATIONS:

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of above, the company shall be entitled to take appropriate action.

5.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

5.3 The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

i. while employed by the Company and in connection with the business of the Company or a related body corporate; or

ii. by using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

5.4 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.

5.5 Being a managerial cadre employee you will be responsible for the overall smooth and effective functioning of the department / establishment / office / staff / employees under your charge and will be directly responsible for the successful and timely completion of any job / work assigned to you or any person working under your control and supervision and/or within the department / establishment/office of which you are for the time being holding the charge. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff /

employees working under your supervision and/or in the department/ office / establishment under your charge.

5.6 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

6. CONFIDENTIALITY:

6.1 You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies ('confidential information'), which may come to your knowledge and/ or be imparted to you by the Company during his employment here under. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.

6.2 You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/ or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.

6.3 You acknowledge that the breach of any of the provisions of Clause 6 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

7. LEAVES AND OTHER SERVICE BENEFITS:

7.1 You will be entitled to a total of 30 (thirty) days of General Leaves in a calendar year which shall be inclusive of casual, sick, privilege and annual leaves and shall be subject to any amendment, at the sole discretion of the Company and in accordance with the applicable laws.

7.2 Holidays and other service benefits shall be as per applicable laws and the rules of the management as framed from time to time and applicable to the managerial cadre employees in the office/establishment/department in which you are for the time being posted including maternity benefits as per the Parental Leave Policy of the Company, as applicable.

7.3 You are entitled to the certain benefits over and above your TCC. in accordance with the applicable policies of the Company, as amended from time to time, at Company's sole discretion. Currently, the following benefits are being provided to Band **F** employees:

(i) Phone Usage Allowance (PUA) of INR 2500/- per month.

(ii) Smartphone reimbursement of INR 7,000/-; eligible for once every two years.

(iii) Group Term Life Insurance (GTLI) with an insurance coverage of INR 40,00,000/- (death arising due to any reason).

(iv) Group Personal Accidental Insurance (GPLI) with an insurance coverage of INR 25,00,000/- (death/disabilities due to accidents).

(v) Complimentary Health Checkup: Once in every 3 years (Age: 18-35 years); Once in every 2 years (Age: 35-45 years); Once in a year (above 45 years).

(vi) Airtel Digital TV subscription allowance of Magnum SD package.

In addition to the above, you are eligible to avail educational program benefits in accordance with the Continuing Education Program Policy (CEP Policy), as amended from time to time, Currently, it allows reimbursement of 75% of specified course tuition fees, subject to a maximum of INR 5,00,000/- (Indian Rupees Five Lacs only).

8. RETIREMENT:

8.1 You shall retire on the attainment of 58 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the last working day of the month of your retirement for which no notice shall be required.

9. CONTINUATION OF EMPLOYMENT:

9.1 It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should

emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith. without notice.This will be without prejudice to the right of the management to take disciplinary action against you for the same.

9.2 Your appointment and its continuation is subject to your being medically fit and the Management reserves its right to ask you to undergo medical examination, as and when deemed necessary.

10. GOVERNING LAW AND JURISDICTION:

10.1 This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of [Delhi] whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button.
You are also requested to indicate the date on which you are willing to join the Company.
Yours faithfully,

Authorized Signatory
Bharti Airtel Ltd.
I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____ _____

Isha Jodhani - Signature

Name	**Isha Jodhani**
Department:	**Sales.Own Retail**
Designation	**Executive Trainee**
Band	**F**
D.O.J	**01/06/2021**

Proposed Total Cost to Company (TCTC) Breakup:

Sr. No.	Components	Amount (INR Per Annum)
Fixed Components (Mandatory)		
1	Basic	**220000.00**
2	PF	**26400.00**
3	Gratuity	**10582.00**
4	Interim Statutory Bonus	**30000.00**
Total - I		**286982.00**
Flexible Benefits Plan (Optional Cafeteria Basket)		
1	HRA/CLA	50% of Basic Salary
2	Supplementary Allowance	As per Company Policy
3	Car Lease Charges	As per Company Car Hire Policy
3	Driver	As per Company Policy
4	Petrol & Maintenance	As per Company Policy
5	LTA Reimbursement	Actuals, as Opted for
6	Special Allowance	Actuals, as Opted for
7	Mediclaim Insurance	As per Company Policy
Total II		**208018.00**
Total Fixed Pay (A) = I + II		**495000.00**
Total Variable Pay (B)*		**55000.00**
Total Cost to the Company (TCC) = A + B		**550000**

* Payable as per the Annual Performance Bonus Scheme and Annual Performance Bonus Policy of the Company.

** Note Below:
· Flexibility to choose PF contribution at the time of joining - employee can choose PF contribution of INR 1,800 per month (12% of INR 15,000) i.e. statutory limit instead of 12% of Basic Salary. The remaining amount will be adjusted in Flexible Benefits Plan. This choice can be exercised only at the time of joining and cannot be changed at a later date.
· PF deductions are applicable on supplementary allowance as well in additional to the basic salary as per the PF norms. The said allowance is applicable only if basic salary is less than Rs. 15,000/- per month.

Any amount incurred by the company for your relocation expenses or paid to you by the company in lieu of notice pay buyout or as joining bonus will be recovered in full in case you exit from the company before completing one year of service from your date of joining.

Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____

_____

Isha Jodhani - Signature

1995PLC070609

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Bharti Airtel : Campus Recruitment 2020-21 || ICFAI

1 message

Neha Anand <neha.anand@airtel.com> Wed, Feb 3, 2021 at 7:17 PM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Anant Gupta <anant3.gupta@airtel.com>

Hi,

As discussed, we are interested in visiting your campus for final placements. Following are the details –

- **Role in consideration – Store Manager**
- **Compensation – About 5.5 LPA + Benefits as per policy + One time performance linked bonus to be paid in two tranches (12 +12 Months): Maximum of INR 75,000 per tranche subject to performance.**
- **Location – Anywhere in Andhra Pradesh**
- **Pre-Placement Talk – 15th Jan-2021**
- Tentative Date of Online Test: 16- Feb-2021.
- Tentative Date of Campus Process –18-Feb-2020

Please note, we will be having a Summer Internship Program for the batch of 2021-22 for the sales domain. Kindly share the details of those whosoever is keen.

Request you to share the **details of the interested students** in the attached format and **confirm on the above mentioned dates** by **Monday, 8-Feb-2020, EOD**

Regards

Neha Anand

HR Talent Acquisition

neha.anand@airtel.com

i am airtel

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****

Date: **25/04/2021**
Name: **RENUKA THAKUR**
Address: **Flat No: 301, Ganesh Residency** ,
Sri Sai Balaji Enclave, Bachupally
Hyderabad
Telangana
India

Dear **RENUKA** ,

With reference to your application and the subsequent interview, we are pleased to offer you a position as **Executive Trainee** in the **Sales.Own Retail** department in band **F** in **Bharti Airtel Ltd.** . The terms and conditions of your appointment are as follows:-

1. APPOINTMENT AND REPORTING:
   1.1 This offer of appointment is purely provisional subject to your joining on or before **01/06/2021** and it shall stands forthwith withdrawn in the event of following:
      i. If any information provided by you is found to be incorrect or misrepresented or concealment of any important information.
      ii. If any documents furnished by you for this employment is found false/fabricated.
      iii. Adverse report of your background verification.

      The terms and conditions of appointment shall be effective from your date of joining.
   1.2 You will initially report to **Sreedevi B** , which can subsequently be changed at the sole discretion of the company.
2. EMOLUMENTS AND TAXES:
   2.1 Your remuneration will be as per the details provided in Annexure annexed hereto.
   2.2 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration including if applicable any shares issued under ESOP scheme being paid to you pursuant to your employment here under.The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.
   All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.
3. TERMINATION:
   3.1 Either the Company or you may terminate your employment at any time, without assigning any reasons, by providing two (2) months' written notice or two (2) months' basic salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or you may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements, in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse acceptance of two (2) months' basic salary in lieu of notice period and (i) require you to continue to serve the Company during the notice period or any part thereof, OR (ii) for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however that during such notice period or part thereof, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.
   3.2 Your employment shall stand terminated forthwith without any notice in the event of the following:
      i. if you do not join within the stipulated date, unless extended in writing.
      ii. if you are held guilty of any offence involving moral turpitude or any breach of the code of conduct of the Company.

3.3 Upon termination of your employment, you (or your legal heirs as the case may be) will complete the exit formalities and shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto. Prior to leaving the Company, you will also ensure that all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

4. INITIAL POSTING AND TRANSFER:

4.1 Your initial place of posting shall be at **AP-Hyderabad-Splendid Towers-Circle**

4.2 However, at the sole discretion of the Management, you will be liable to be transferred /deputed from one place to another any where in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

4.3 Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.

4.4 As per the exigency of business, you may be required to carry out addition work for the Company's affiliates/associates/group companies.

5. GENERAL EMPLOYMENT OBLIGATIONS:

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of above, the company shall be entitled to take appropriate action.

5.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

5.3 The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

i. while employed by the Company and in connection with the business of the Company or a related body corporate; or

ii. by using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

5.4 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.

5.5 Being a managerial cadre employee you will be responsible for the overall smooth and effective functioning of the department / establishment / office / staff / employees under your charge and will be directly responsible for the successful and timely completion of any job / work assigned to you or any person working under your control and supervision and/or within the department / establishment/office of which you are for the time being holding the charge. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff /

employees working under your supervision and/or in the department/ office / establishment under your charge.

5.6 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

6. CONFIDENTIALITY:

6.1 You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies ('confidential information'), which may come to your knowledge and/ or be imparted to you by the Company during his employment here under. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.

6.2 You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/ or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.

6.3 You acknowledge that the breach of any of the provisions of Clause 6 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

7. LEAVES AND OTHER SERVICE BENEFITS:

7.1 You will be entitled to a total of 30 (thirty) days of General Leaves in a calendar year which shall be inclusive of casual, sick, privilege and annual leaves and shall be subject to any amendment, at the sole discretion of the Company and in accordance with the applicable laws.

7.2 Holidays and other service benefits shall be as per applicable laws and the rules of the management as framed from time to time and applicable to the managerial cadre employees in the office/establishment/department in which you are for the time being posted including maternity benefits as per the Parental Leave Policy of the Company, as applicable.

7.3 You are entitled to the certain benefits over and above your TCC. in accordance with the applicable policies of the Company, as amended from time to time, at Company's sole discretion. Currently, the following benefits are being provided to Band **F** employees:

(i) Phone Usage Allowance (PUA) of INR 2500/- per month.

(ii) Smartphone reimbursement of INR 7,000/-; eligible for once every two years.

(iii) Group Term Life Insurance (GTLI) with an insurance coverage of INR 40,00,000/- (death arising due to any reason).

(iv) Group Personal Accidental Insurance (GPLI) with an insurance coverage of INR 25,00,000/- (death/disabilities due to accidents).

(v) Complimentary Health Checkup: Once in every 3 years (Age: 18-35 years); Once in every 2 years (Age: 35-45 years); Once in a year (above 45 years).

(vi) Airtel Digital TV subscription allowance of Magnum SD package.

In addition to the above, you are eligible to avail educational program benefits in accordance with the Continuing Education Program Policy (CEP Policy), as amended from time to time, Currently, it allows reimbursement of 75% of specified course tuition fees, subject to a maximum of INR 5,00,000/- (Indian Rupees Five Lacs only).

8. RETIREMENT:

8.1 You shall retire on the attainment of 58 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the last working day of the month of your retirement for which no notice shall be required.

9. CONTINUATION OF EMPLOYMENT:

9.1 It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should

emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith. without notice.This will be without prejudice to the right of the management to take disciplinary action against you for the same.

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10. GOVERNING LAW AND JURISDICTION:

10.1 This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of [Delhi] whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button.
You are also requested to indicate the date on which you are willing to join the Company.
Yours faithfully,

Authorized Signatory
Bharti Airtel Ltd.
I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____ _____

RENUKA THAKUR - Signature

Name	**RENUKA THAKUR**
Department:	**Sales.Own Retail**
Designation	**Executive Trainee**
Band	**F**
D.O.J	**01/06/2021**

Proposed Total Cost to Company (TCTC) Breakup:

Sr. No.	Components	Amount (INR Per Annum)
Fixed Components (Mandatory)		
1	Basic	**220000.00**
2	PF	**26400.00**
3	Gratuity	**10582.00**
4	Interim Statutory Bonus	**30000.00**
Total - I		**286982.00**
Flexible Benefits Plan (Optional Cafeteria Basket)		
1	HRA/CLA	50% of Basic Salary
2	Supplementary Allowance	As per Company Policy
3	Car Lease Charges	As per Company Car Hire Policy
3	Driver	As per Company Policy
4	Petrol & Maintenance	As per Company Policy
5	LTA Reimbursement	Actuals, as Opted for
6	Special Allowance	Actuals, as Opted for
7	Mediclaim Insurance	As per Company Policy
Total II		**208018.00**
Total Fixed Pay (A) = I + II		**495000.00**
Total Variable Pay (B)*		**55000.00**
Total Cost to the Company (TCC) = A + B		**550000**

* Payable as per the Annual Performance Bonus Scheme and Annual Performance Bonus Policy of the Company.

** Note Below:
· Flexibility to choose PF contribution at the time of joining - employee can choose PF contribution of INR 1,800 per month (12% of INR 15,000) i.e. statutory limit instead of 12% of Basic Salary. The remaining amount will be adjusted in Flexible Benefits Plan. This choice can be exercised only at the time of joining and cannot be changed at a later date.
· PF deductions are applicable on supplementary allowance as well in additional to the basic salary as per the PF norms. The said allowance is applicable only if basic salary is less than Rs. 15,000/- per month.

Any amount incurred by the company for your relocation expenses or paid to you by the company in lieu of notice pay buyout or as joining bonus will be recovered in full in case you exit from the company before completing one year of service from your date of joining.

Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____ _____

RENUKA THAKUR - Signature

Regd. Office:Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India
Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail:121@in.airtel.com, Corporate Identity Number:L74899DL

1995PLC070609

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Bharti Airtel : Campus Recruitment 2020-21 || ICFAI

1 message

Neha Anand <neha.anand@airtel.com> Wed, Feb 3, 2021 at 7:17 PM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Anant Gupta <anant3.gupta@airtel.com>

Hi,

As discussed, we are interested in visiting your campus for final placements. Following are the details –

- **Role in consideration – Store Manager**
- **Compensation – About 5.5 LPA + Benefits as per policy + One time performance linked bonus to be paid in two tranches (12 +12 Months): Maximum of INR 75,000 per tranche subject to performance.**
- **Location – Anywhere in Andhra Pradesh**
- **Pre-Placement Talk – 15th Jan-2021**
- Tentative Date of Online Test: 16- Feb-2021.
- Tentative Date of Campus Process –18-Feb-2020

Please note, we will be having a Summer Internship Program for the batch of 2021-22 for the sales domain. Kindly share the details of those whosoever is keen.

Request you to share the **details of the interested students** in the attached format and **confirm on the above mentioned dates** by **Monday, 8-Feb-2020, EOD**

Regards

Neha Anand

HR Talent Acquisition

neha.anand@airtel.com

i am airtel

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****

Date: **25/04/2021**
Name: **Triveni Agarwal**
Address: **Radha Rani Collection,** ,
Odisha
Odisha
Odisha
India

Dear **Triveni** ,

With reference to your application and the subsequent interview, we are pleased to offer you a position as **Executive Trainee** in the **Sales.Own Retail** department in band **F** in **Bharti Airtel Ltd.** . The terms and conditions of your appointment are as follows:-

1. APPOINTMENT AND REPORTING:
   1.1 This offer of appointment is purely provisional subject to your joining on or before **01/06/2021** and it shall stands forthwith withdrawn in the event of following:
      i. If any information provided by you is found to be incorrect or misrepresented or concealment of any important information.
      ii. If any documents furnished by you for this employment is found false/fabricated.
      iii. Adverse report of your background verification.

      The terms and conditions of appointment shall be effective from your date of joining.
   1.2 You will initially report to **Sreedevi B** , which can subsequently be changed at the sole discretion of the company.
2. EMOLUMENTS AND TAXES:
   2.1 Your remuneration will be as per the details provided in Annexure annexed hereto.
   2.2 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration including if applicable any shares issued under ESOP scheme being paid to you pursuant to your employment here under.The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.
   All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.
3. TERMINATION:
   3.1 Either the Company or you may terminate your employment at any time, without assigning any reasons, by providing two (2) months' written notice or two (2) months' basic salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or you may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements, in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse acceptance of two (2) months' basic salary in lieu of notice period and (i) require you to continue to serve the Company during the notice period or any part thereof, OR (ii) for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however that during such notice period or part thereof, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.
   3.2 Your employment shall stand terminated forthwith without any notice in the event of the following:
      i. if you do not join within the stipulated date, unless extended in writing.
      ii. if you are held guilty of any offence involving moral turpitude or any breach of the code of conduct of the Company.

3.3 Upon termination of your employment, you (or your legal heirs as the case may be) will complete the exit formalities and shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto. Prior to leaving the Company, you will also ensure that all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

4. INITIAL POSTING AND TRANSFER:

4.1 Your initial place of posting shall be at **AP-Hyderabad-Splendid Towers-Circle**

4.2 However, at the sole discretion of the Management, you will be liable to be transferred /deputed from one place to another any where in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

4.3 Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.

4.4 As per the exigency of business, you may be required to carry out addition work for the Company's affiliates/associates/group companies.

5. GENERAL EMPLOYMENT OBLIGATIONS:

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of above, the company shall be entitled to take appropriate action.

5.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

5.3 The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

i. while employed by the Company and in connection with the business of the Company or a related body corporate; or

ii. by using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

5.4 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.

5.5 Being a managerial cadre employee you will be responsible for the overall smooth and effective functioning of the department / establishment / office / staff / employees under your charge and will be directly responsible for the successful and timely completion of any job / work assigned to you or any person working under your control and supervision and/or within the department / establishment/office of which you are for the time being holding the charge. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff /

employees working under your supervision and/or in the department/ office / establishment under your charge.

5.6 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

6. CONFIDENTIALITY:

6.1 You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies ('confidential information'), which may come to your knowledge and/ or be imparted to you by the Company during his employment here under. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.

6.2 You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/ or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.

6.3 You acknowledge that the breach of any of the provisions of Clause 6 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

7. LEAVES AND OTHER SERVICE BENEFITS:

7.1 You will be entitled to a total of 30 (thirty) days of General Leaves in a calendar year which shall be inclusive of casual, sick, privilege and annual leaves and shall be subject to any amendment, at the sole discretion of the Company and in accordance with the applicable laws.

7.2 Holidays and other service benefits shall be as per applicable laws and the rules of the management as framed from time to time and applicable to the managerial cadre employees in the office/establishment/department in which you are for the time being posted including maternity benefits as per the Parental Leave Policy of the Company, as applicable.

7.3 You are entitled to the certain benefits over and above your TCC. in accordance with the applicable policies of the Company, as amended from time to time, at Company's sole discretion. Currently, the following benefits are being provided to Band **F** employees:

(i) Phone Usage Allowance (PUA) of INR 2500/- per month.

(ii) Smartphone reimbursement of INR 7,000/-; eligible for once every two years.

(iii) Group Term Life Insurance (GTLI) with an insurance coverage of INR 40,00,000/- (death arising due to any reason).

(iv) Group Personal Accidental Insurance (GPLI) with an insurance coverage of INR 25,00,000/- (death/disabilities due to accidents).

(v) Complimentary Health Checkup: Once in every 3 years (Age: 18-35 years); Once in every 2 years (Age: 35-45 years); Once in a year (above 45 years).

(vi) Airtel Digital TV subscription allowance of Magnum SD package.

In addition to the above, you are eligible to avail educational program benefits in accordance with the Continuing Education Program Policy (CEP Policy), as amended from time to time, Currently, it allows reimbursement of 75% of specified course tuition fees, subject to a maximum of INR 5,00,000/- (Indian Rupees Five Lacs only).

8. RETIREMENT:

8.1 You shall retire on the attainment of 58 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the last working day of the month of your retirement for which no notice shall be required.

9. CONTINUATION OF EMPLOYMENT:

9.1 It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should

emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith. without notice.This will be without prejudice to the right of the management to take disciplinary action against you for the same.

9.2 Your appointment and its continuation is subject to your being medically fit and the Management reserves its right to ask you to undergo medical examination, as and when deemed necessary.

10. GOVERNING LAW AND JURISDICTION:

10.1 This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of [Delhi] whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button.
You are also requested to indicate the date on which you are willing to join the Company.
Yours faithfully,

Authorized Signatory
Bharti Airtel Ltd.
I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____ _____

Triveni Agarwal - Signature

Name	**Triveni Agarwal**
Department:	**Sales.Own Retail**
Designation	**Executive Trainee**
Band	**F**
D.O.J	**01/06/2021**

Proposed Total Cost to Company (TCTC) Breakup:

Sr. No.	Components	Amount (INR Per Annum)
Fixed Components (Mandatory)		
1	Basic	**220000.00**
2	PF	**26400.00**
3	Gratuity	**10582.00**
4	Interim Statutory Bonus	**30000.00**
Total - I		**286982.00**
Flexible Benefits Plan (Optional Cafeteria Basket)		
1	HRA/CLA	50% of Basic Salary
2	Supplementary Allowance	As per Company Policy
3	Car Lease Charges	As per Company Car Hire Policy
3	Driver	As per Company Policy
4	Petrol & Maintenance	As per Company Policy
5	LTA Reimbursement	Actuals, as Opted for
6	Special Allowance	Actuals, as Opted for
7	Mediclaim Insurance	As per Company Policy
Total II		**208018.00**
Total Fixed Pay (A) = I + II		**495000.00**
Total Variable Pay (B)*		**55000.00**
Total Cost to the Company (TCC) = A + B		**550000**

* Payable as per the Annual Performance Bonus Scheme and Annual Performance Bonus Policy of the Company.

** Note Below:
· Flexibility to choose PF contribution at the time of joining - employee can choose PF contribution of INR 1,800 per month (12% of INR 15,000) i.e. statutory limit instead of 12% of Basic Salary. The remaining amount will be adjusted in Flexible Benefits Plan. This choice can be exercised only at the time of joining and cannot be changed at a later date.
· PF deductions are applicable on supplementary allowance as well in additional to the basic salary as per the PF norms. The said allowance is applicable only if basic salary is less than Rs. 15,000/- per month.

Any amount incurred by the company for your relocation expenses or paid to you by the company in lieu of notice pay buyout or as joining bonus will be recovered in full in case you exit from the company before completing one year of service from your date of joining.

Yours faithfully,

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____

_____
Triveni Agarwal - Signature

Regd. Office:Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India
Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail:121@in.airtel.com, Corporate Identity Number:L74899DL

1995PLC070609

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Bharti Airtel : Campus Recruitment 2020-21 || ICFAI

1 message

Neha Anand <neha.anand@airtel.com> Wed, Feb 3, 2021 at 7:17 PM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Anant Gupta <anant3.gupta@airtel.com>

Hi,

As discussed, we are interested in visiting your campus for final placements. Following are the details –

- **Role in consideration – Store Manager**
- **Compensation – About 5.5 LPA + Benefits as per policy + One time performance linked bonus to be paid in two tranches (12 +12 Months): Maximum of INR 75,000 per tranche subject to performance.**
- **Location – Anywhere in Andhra Pradesh**
- **Pre-Placement Talk – 15th Jan-2021**
- Tentative Date of Online Test: 16- Feb-2021.
- Tentative Date of Campus Process –18-Feb-2020

Please note, we will be having a Summer Internship Program for the batch of 2021-22 for the sales domain. Kindly share the details of those whosoever is keen.

Request you to share the **details of the interested students** in the attached format and **confirm on the above mentioned dates** by **Monday, 8-Feb-2020, EOD**

Regards

Neha Anand

HR Talent Acquisition

neha.anand@airtel.com

i am airtel

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****

Date: **25/04/2021**
Name: **P.V.S. SREENATH**
Address: **2-45-4, sector-11,** ,
M.V.P. Colony
Visakhapatnam
Andhra Pradesh
India

Dear **P.V.S.** ,

With reference to your application and the subsequent interview, we are pleased to offer you a position as **Executive Trainee** in the **Sales.Own Retail** department in band **F** in **Bharti Airtel Ltd.** . The terms and conditions of your appointment are as follows:-

1. APPOINTMENT AND REPORTING:
   1.1 This offer of appointment is purely provisional subject to your joining on or before **01/06/2021** and it shall stands forthwith withdrawn in the event of following:
      i. If any information provided by you is found to be incorrect or misrepresented or concealment of any important information.
      ii. If any documents furnished by you for this employment is found false/fabricated.
      iii. Adverse report of your background verification.

      The terms and conditions of appointment shall be effective from your date of joining.
   1.2 You will initially report to **Sreedevi B** , which can subsequently be changed at the sole discretion of the company.
2. EMOLUMENTS AND TAXES:
   2.1 Your remuneration will be as per the details provided in Annexure annexed hereto.
   2.2 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration including if applicable any shares issued under ESOP scheme being paid to you pursuant to your employment here under.The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.
   All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.
3. TERMINATION:
   3.1 Either the Company or you may terminate your employment at any time, without assigning any reasons, by providing two (2) months' written notice or two (2) months' basic salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or you may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements, in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse acceptance of two (2) months' basic salary in lieu of notice period and (i) require you to continue to serve the Company during the notice period or any part thereof, OR (ii) for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however that during such notice period or part thereof, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.
   3.2 Your employment shall stand terminated forthwith without any notice in the event of the following:
      i. if you do not join within the stipulated date, unless extended in writing.
      ii. if you are held guilty of any offence involving moral turpitude or any breach of the code of conduct of the Company.

3.3 Upon termination of your employment, you (or your legal heirs as the case may be) will complete the exit formalities and shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto. Prior to leaving the Company, you will also ensure that all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

4. INITIAL POSTING AND TRANSFER:

4.1 Your initial place of posting shall be at **AP-Hyderabad-Splendid Towers-Circle**

4.2 However, at the sole discretion of the Management, you will be liable to be transferred /deputed from one place to another any where in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

4.3 Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.

4.4 As per the exigency of business, you may be required to carry out addition work for the Company's affiliates/associates/group companies.

5. GENERAL EMPLOYMENT OBLIGATIONS:

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of above, the company shall be entitled to take appropriate action.

5.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

5.3 The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

i. while employed by the Company and in connection with the business of the Company or a related body corporate; or

ii. by using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

5.4 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.

5.5 Being a managerial cadre employee you will be responsible for the overall smooth and effective functioning of the department / establishment / office / staff / employees under your charge and will be directly responsible for the successful and timely completion of any job / work assigned to you or any person working under your control and supervision and/or within the department / establishment/office of which you are for the time being holding the charge. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff /

employees working under your supervision and/or in the department/ office / establishment under your charge.

5.6 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

6. CONFIDENTIALITY:

6.1 You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies ('confidential information'), which may come to your knowledge and/ or be imparted to you by the Company during his employment here under. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.

6.2 You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/ or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.

6.3 You acknowledge that the breach of any of the provisions of Clause 6 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

7. LEAVES AND OTHER SERVICE BENEFITS:

7.1 You will be entitled to a total of 30 (thirty) days of General Leaves in a calendar year which shall be inclusive of casual, sick, privilege and annual leaves and shall be subject to any amendment, at the sole discretion of the Company and in accordance with the applicable laws.

7.2 Holidays and other service benefits shall be as per applicable laws and the rules of the management as framed from time to time and applicable to the managerial cadre employees in the office/establishment/department in which you are for the time being posted including maternity benefits as per the Parental Leave Policy of the Company, as applicable.

7.3 You are entitled to the certain benefits over and above your TCC. in accordance with the applicable policies of the Company, as amended from time to time, at Company's sole discretion. Currently, the following benefits are being provided to Band **F** employees:

(i) Phone Usage Allowance (PUA) of INR 2500/- per month.

(ii) Smartphone reimbursement of INR 7,000/-; eligible for once every two years.

(iii) Group Term Life Insurance (GTLI) with an insurance coverage of INR 40,00,000/- (death arising due to any reason).

(iv) Group Personal Accidental Insurance (GPLI) with an insurance coverage of INR 25,00,000/- (death/disabilities due to accidents).

(v) Complimentary Health Checkup: Once in every 3 years (Age: 18-35 years); Once in every 2 years (Age: 35-45 years); Once in a year (above 45 years).

(vi) Airtel Digital TV subscription allowance of Magnum SD package.

In addition to the above, you are eligible to avail educational program benefits in accordance with the Continuing Education Program Policy (CEP Policy), as amended from time to time, Currently, it allows reimbursement of 75% of specified course tuition fees, subject to a maximum of INR 5,00,000/- (Indian Rupees Five Lacs only).

8. RETIREMENT:

8.1 You shall retire on the attainment of 58 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the last working day of the month of your retirement for which no notice shall be required.

9. CONTINUATION OF EMPLOYMENT:

9.1 It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should

emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith. without notice.This will be without prejudice to the right of the management to take disciplinary action against you for the same.

9.2 Your appointment and its continuation is subject to your being medically fit and the Management reserves its right to ask you to undergo medical examination, as and when deemed necessary.

10. GOVERNING LAW AND JURISDICTION:

10.1 This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of [Delhi] whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button.
You are also requested to indicate the date on which you are willing to join the Company.
Yours faithfully,

Authorized Signatory
Bharti Airtel Ltd.
I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____ _____

P.V.S. SREENATH - Signature

Name	**P.V.S. SREENATH**
Department:	**Sales.Own Retail**
Designation	**Executive Trainee**
Band	**F**
D.O.J	**01/06/2021**

Proposed Total Cost to Company (TCTC) Breakup:

Sr. No.	Components	Amount (INR Per Annum)
Fixed Components (Mandatory)		
1	Basic	**220000.00**
2	PF	**26400.00**
3	Gratuity	**10582.00**
4	Interim Statutory Bonus	**30000.00**
Total - I		**286982.00**
Flexible Benefits Plan (Optional Cafeteria Basket)		
1	HRA/CLA	50% of Basic Salary
2	Supplementary Allowance	As per Company Policy
3	Car Lease Charges	As per Company Car Hire Policy
3	Driver	As per Company Policy
4	Petrol & Maintenance	As per Company Policy
5	LTA Reimbursement	Actuals, as Opted for
6	Special Allowance	Actuals, as Opted for
7	Mediclaim Insurance	As per Company Policy
Total II		**208018.00**
Total Fixed Pay (A) = I + II		**495000.00**
Total Variable Pay (B)*		**55000.00**
Total Cost to the Company (TCC) = A + B		**550000**

* Payable as per the Annual Performance Bonus Scheme and Annual Performance Bonus Policy of the Company.

** Note Below:
· Flexibility to choose PF contribution at the time of joining - employee can choose PF contribution of INR 1,800 per month (12% of INR 15,000) i.e. statutory limit instead of 12% of Basic Salary. The remaining amount will be adjusted in Flexible Benefits Plan. This choice can be exercised only at the time of joining and cannot be changed at a later date.
· PF deductions are applicable on supplementary allowance as well in additional to the basic salary as per the PF norms. The said allowance is applicable only if basic salary is less than Rs. 15,000/- per month.

Any amount incurred by the company for your relocation expenses or paid to you by the company in lieu of notice pay buyout or as joining bonus will be recovered in full in case you exit from the company before completing one year of service from your date of joining.

Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____

_____

P.V.S. SREENATH - Signature

Regd. Office:Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India
Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail:121@in.airtel.com, Corporate Identity Number:L74899DL

1995PLC070609

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Bharti Airtel : Campus Recruitment 2020-21 || ICFAI

1 message

Neha Anand <neha.anand@airtel.com> Wed, Feb 3, 2021 at 7:17 PM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Anant Gupta <anant3.gupta@airtel.com>

Hi,

As discussed, we are interested in visiting your campus for final placements. Following are the details –

- **Role in consideration – Store Manager**
- **Compensation – About 5.5 LPA + Benefits as per policy + One time performance linked bonus to be paid in two tranches (12 +12 Months): Maximum of INR 75,000 per tranche subject to performance.**
- **Location – Anywhere in Andhra Pradesh**
- **Pre-Placement Talk – 15th Jan-2021**
- Tentative Date of Online Test: 16- Feb-2021.
- Tentative Date of Campus Process –18-Feb-2020

Please note, we will be having a Summer Internship Program for the batch of 2021-22 for the sales domain. Kindly share the details of those whosoever is keen.

Request you to share the **details of the interested students** in the attached format and **confirm on the above mentioned dates** by **Monday, 8-Feb-2020, EOD**

Regards

Neha Anand

HR Talent Acquisition

neha.anand@airtel.com

i am airtel

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Date: **25/04/2021**
Name: **Yuvrajsinh Mori**
Address: **Hyderabad** ,
Hyderabad
Hyderabad
Telangana
India

Dear **Yuvrajsinh** ,

With reference to your application and the subsequent interview, we are pleased to offer you a position as **Executive Trainee** in the **Sales.Own Retail** department in band **F** in **Bharti Airtel Ltd.** . The terms and conditions of your appointment are as follows:-

1. APPOINTMENT AND REPORTING:
   1.1 This offer of appointment is purely provisional subject to your joining on or before **01/06/2021** and it shall stands forthwith withdrawn in the event of following:
      i. If any information provided by you is found to be incorrect or misrepresented or concealment of any important information.
      ii. If any documents furnished by you for this employment is found false/fabricated.
      iii. Adverse report of your background verification.

      The terms and conditions of appointment shall be effective from your date of joining.
   1.2 You will initially report to **Sreedevi B** , which can subsequently be changed at the sole discretion of the company.
2. EMOLUMENTS AND TAXES:
   2.1 Your remuneration will be as per the details provided in Annexure annexed hereto.
   2.2 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration including if applicable any shares issued under ESOP scheme being paid to you pursuant to your employment here under.The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.
   All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.
3. TERMINATION:
   3.1 Either the Company or you may terminate your employment at any time, without assigning any reasons, by providing two (2) months' written notice or two (2) months' basic salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or you may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements, in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse acceptance of two (2) months' basic salary in lieu of notice period and (i) require you to continue to serve the Company during the notice period or any part thereof, OR (ii) for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however that during such notice period or part thereof, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.
   3.2 Your employment shall stand terminated forthwith without any notice in the event of the following:
      i. if you do not join within the stipulated date, unless extended in writing.
      ii. if you are held guilty of any offence involving moral turpitude or any breach of the code of conduct of the Company.

3.3 Upon termination of your employment, you (or your legal heirs as the case may be) will complete the exit formalities and shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto. Prior to leaving the Company, you will also ensure that all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

4. INITIAL POSTING AND TRANSFER:

4.1 Your initial place of posting shall be at **AP-Hyderabad-Splendid Towers-Circle**

4.2 However, at the sole discretion of the Management, you will be liable to be transferred /deputed from one place to another any where in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

4.3 Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.

4.4 As per the exigency of business, you may be required to carry out addition work for the Company's affiliates/associates/group companies.

5. GENERAL EMPLOYMENT OBLIGATIONS:

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of above, the company shall be entitled to take appropriate action.

5.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

5.3 The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

i. while employed by the Company and in connection with the business of the Company or a related body corporate; or

ii. by using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

5.4 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.

5.5 Being a managerial cadre employee you will be responsible for the overall smooth and effective functioning of the department / establishment / office / staff / employees under your charge and will be directly responsible for the successful and timely completion of any job / work assigned to you or any person working under your control and supervision and/or within the department / establishment/office of which you are for the time being holding the charge. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff /

employees working under your supervision and/or in the department/ office / establishment under your charge.

5.6 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

6. CONFIDENTIALITY:

6.1 You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies ('confidential information'), which may come to your knowledge and/ or be imparted to you by the Company during his employment here under. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.

6.2 You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/ or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.

6.3 You acknowledge that the breach of any of the provisions of Clause 6 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

7. LEAVES AND OTHER SERVICE BENEFITS:

7.1 You will be entitled to a total of 30 (thirty) days of General Leaves in a calendar year which shall be inclusive of casual, sick, privilege and annual leaves and shall be subject to any amendment, at the sole discretion of the Company and in accordance with the applicable laws.

7.2 Holidays and other service benefits shall be as per applicable laws and the rules of the management as framed from time to time and applicable to the managerial cadre employees in the office/establishment/department in which you are for the time being posted including maternity benefits as per the Parental Leave Policy of the Company, as applicable.

7.3 You are entitled to the certain benefits over and above your TCC. in accordance with the applicable policies of the Company, as amended from time to time, at Company's sole discretion. Currently, the following benefits are being provided to Band **F** employees:

(i) Phone Usage Allowance (PUA) of INR 2500/- per month.

(ii) Smartphone reimbursement of INR 7,000/-; eligible for once every two years.

(iii) Group Term Life Insurance (GTLI) with an insurance coverage of INR 40,00,000/- (death arising due to any reason).

(iv) Group Personal Accidental Insurance (GPLI) with an insurance coverage of INR 25,00,000/- (death/disabilities due to accidents).

(v) Complimentary Health Checkup: Once in every 3 years (Age: 18-35 years); Once in every 2 years (Age: 35-45 years); Once in a year (above 45 years).

(vi) Airtel Digital TV subscription allowance of Magnum SD package.

In addition to the above, you are eligible to avail educational program benefits in accordance with the Continuing Education Program Policy (CEP Policy), as amended from time to time, Currently, it allows reimbursement of 75% of specified course tuition fees, subject to a maximum of INR 5,00,000/- (Indian Rupees Five Lacs only).

8. RETIREMENT:

8.1 You shall retire on the attainment of 58 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the last working day of the month of your retirement for which no notice shall be required.

9. CONTINUATION OF EMPLOYMENT:

9.1 It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should

emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith. without notice.This will be without prejudice to the right of the management to take disciplinary action against you for the same.

9.2 Your appointment and its continuation is subject to your being medically fit and the Management reserves its right to ask you to undergo medical examination, as and when deemed necessary.

10. GOVERNING LAW AND JURISDICTION:

10.1 This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of [Delhi] whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button.
You are also requested to indicate the date on which you are willing to join the Company.
Yours faithfully,

Authorized Signatory
Bharti Airtel Ltd.
I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____ _____

Yuvrajsinh Mori - Signature

Name	**Yuvrajsinh Mori**
Department:	**Sales.Own Retail**
Designation	**Executive Trainee**
Band	**F**
D.O.J	**01/06/2021**

Proposed Total Cost to Company (TCTC) Breakup:

Sr. No.	Components	Amount (INR Per Annum)
Fixed Components (Mandatory)		
1	Basic	**220000.00**
2	PF	**26400.00**
3	Gratuity	**10582.00**
4	Interim Statutory Bonus	**30000.00**
Total - I		**286982.00**
Flexible Benefits Plan (Optional Cafeteria Basket)		
1	HRA/CLA	50% of Basic Salary
2	Supplementary Allowance	As per Company Policy
3	Car Lease Charges	As per Company Car Hire Policy
3	Driver	As per Company Policy
4	Petrol & Maintenance	As per Company Policy
5	LTA Reimbursement	Actuals, as Opted for
6	Special Allowance	Actuals, as Opted for
7	Mediclaim Insurance	As per Company Policy
Total II		**208018.00**
Total Fixed Pay (A) = I + II		**495000.00**
Total Variable Pay (B)*		**55000.00**
Total Cost to the Company (TCC) = A + B		**550000**

* Payable as per the Annual Performance Bonus Scheme and Annual Performance Bonus Policy of the Company.

** Note Below:
· Flexibility to choose PF contribution at the time of joining - employee can choose PF contribution of INR 1,800 per month (12% of INR 15,000) i.e. statutory limit instead of 12% of Basic Salary. The remaining amount will be adjusted in Flexible Benefits Plan. This choice can be exercised only at the time of joining and cannot be changed at a later date.
· PF deductions are applicable on supplementary allowance as well in additional to the basic salary as per the PF norms. The said allowance is applicable only if basic salary is less than Rs. 15,000/- per month.

Any amount incurred by the company for your relocation expenses or paid to you by the company in lieu of notice pay buyout or as joining bonus will be recovered in full in case you exit from the company before completing one year of service from your date of joining.

Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated _____

_____
Yuvrajsinh Mori - Signature

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Kavita Sharma

C-1/1, ShyamVihar, Phase-2, Near Saibaba Mandir, Najafgarh, NewDelhi-110043

6 Mar 2021

Dear Kavita,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Kavita Sharma

Authorised Signatory

09.03.2021
Date

11.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Kavita Sharma**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **18/10/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Kavita Sharma	DocuSigned by: 26C8FE8B56A644B...	11.03.2021
Name	Signature	Date

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Karnika Karan

B 128 Reliance Township Lodhivali Khalapur Raigarh , Maharashtra, 410206

6 Mar 2021

Dear Karnika,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Karnika Karan

Authorised Signatory

09.03.2021
Date

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Karnika Karan**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **10/8/97.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Karnika Karan	DocuSigned by: 9813B7302D4C480...	10.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
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Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Kirti Miglani

KL-114, Kavi Nagar, Ghaziabad, Uttar Pradesh, 201002

6 Mar 2021

Dear Kriti,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Authorised Signatory

09.03.2021
Date

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Kirti Miglani

10.03.2021
Date

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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Kirti Miglani**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. *Duties*

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. *Verification*

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. *Date of Birth*

The date of birth declared by you is **9/8/96.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. *Probation*

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Kirti Miglani	DocuSigned by: 8B37B7C24D5345F...	10.03.2021
Name	Signature	Date

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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Shradha Pareek

C-101, Modi Nagar, Purani Chungi, Ajmer Road, Jaipur, Rajasthan - 302019

6 Mar 2021

Dear Shradha,

Subject: **Offer letter**

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **6 Mar 2021,** subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore.**

Your **Fixed Compensation** will be Rs. **581615** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer of employment is valid for a period of seven calendar days only. To confirm your acceptance to this employment offer, please initial all the pages and put your signature on the declaration at the last page of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **four days** of receiving the offer letter indicating the date of joining.

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

09.03.2021
Date

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Shradha Pareek

11.03.2021
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Appendix A

Please note that as an employee of the Company, you will be subject to all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Data Protection and Code of Conduct, as amended from time to time.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

6 Mar 2021
Name: **Shradha Pareek**
Designation: **Associate**
Location: **Bangalore**

Compensation details

Components	**Per Annum (Rs)**
Basic	200000
House Rent Allowance	100000
Provident Fund (Employer's Contribution)	24000
Statutory Bonus	16800
Reimbursable Flexible Benefit (RFB)	159200
City Differential Allowance (CDA)	27000
Total (A)	**527000**
Meal Vouchers **(B)**	13200
Out of office connectivity reimbursement **(C)**	12000
Fixed Compensation (D)	**552200**
Performance Bonus (E)	**As per Company Policy**
Benefits (Estimated Value)	
Mobile Phone Allowance	As per company policy
Mobile Phone Connection	As per company policy
Group Personal Accident Insurance	281
Medical Insurance	27,906
Group Life Insurance	1228
Bus Subsidy	As per company policy
Total Benefits (F) [1]	**29,415**
Total CTC (D + E+ F)	**581615**
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
Joining Bonus	**As per relevant clause**

All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent

[1] *The value above is only the estimated monetized value of the applicable benefits*

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PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091
Telephone: +91 (33) 6620 9018,
Email id: pwcsdc@xa.pwc.com, Website: https://www.pwc.in/sdc.html
CIN: U72200WB2010PTC142115

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The offered salary is as per the **MBA** fresher (or equivalent) pay grade of PwC SDC subject to successful completion of the **MBA** (or equivalent) examinations and submission of the necessary mark-sheets / certificates **within 6 months from the date of joining**. Any exception to it will result in the salary to be revised as per the Graduate fresher pay grade of PwC SDC.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

General Terms & Conditions

1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

3. Date of Birth

The date of birth declared by you is **3/6/98.** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

4. Probation

You will be on a Probation period of **six months** from your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

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5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

6. Leave

Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

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You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

9. *Intellectual Property and Copyright*

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10 A. *Independence*

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

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Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.

b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.

c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company

d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company

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may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Company takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company.

13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during

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the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at http://pwcportal.pwcinternal.com. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the Company of your membership number in the

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Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis

18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions there of) from any claims, actions or proceedings relating to your usage of such leased assets.

20. Retirement Age

The retirement age from the services of the Company is 60 years.

21. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

22. Notice Period

The notice period for termination of employment by either side shall be **two months** or as specified in the HC Policy of the Company for all confirmed employees

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

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For further details please refer to the HC Policy.

23. Exit formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents

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which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

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28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-
PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

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Sanchita Sanyal

Authorised Signatory

Encl: Declaration to be signed by the Employee

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Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/ material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In the event of any wilful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the Company and/or its clients.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Shradha Pareek	DocuSigned by: 295F66F6D00A4C2...	11.03.2021
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TURBOHIRE TECHNOLOGIES PRIVATE LIMITED
Regd. Office: Flat No 202, Block 9, Hill Ridge Springs,
Near ISB, Gachibowli, Serilingampally,
Hyderabad, Rangareddy, Telangana -500032

Hyderabad, 17th March, 2021

Letter of Appointment

Dear Pragya,

We TurboHire Technologies Private Limited., (the "Company") are pleased to appoint you ("Employee") as a Sales Development Associate as per the following terms of appointment

("Agreement"):

1. Appointment

i. The Company hereby appoints the Employee as a Sales Development Associate and the Employee agrees to undertake and execute the responsibility as per the scope of Employee's services stated in Appendix I.

ii. The place of employment shall be Hyderabad and the normal office timings of the Employee shall be from 10 AM to 6:00 PM. However, depending on the time constraint within which the Company may have to provide services to its clients, the Employee undertakes to make herself available in respect of the business of the Company during such times. The Employee further undertakes to make herself available for traveling to places outside Hyderabad to such other locations as may be decided by the Company.

2. Compensation and Remuneration

The Employee shall be paid monthly remuneration and reimbursed for the expenses incurred in relation to official work subject to the prevailing tax laws in the manner specified in Appendix I, apart from the statutory payments.

3. Employee Undertakings, Commitments and Covenants

i. The Employee agrees that he/she shall perform his/her duties and undertake responsibilities within the mandate of workplace and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to his/her by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.

ii. The Employee undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorised representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

iii. The Employee undertakes, commits, agrees and covenants that as an employee of the Company, he/she shall not accept any other project or commence or continue any freelance job during the course of his or her employment with the Company.

iv. The Employee undertakes, commits, agrees and covenants that the Company shall have the right to transfer the Employee to another city/town on a permanent or temporary basis after serving on his/her a thirty (30) days' notice.

v. The Employee undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

vi. The Employee shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

4. Ownership of Intellectual Property

i. "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered/unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by Employee, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services the employee performs for the Company (whether during normal business hours or other than during normal business hours) during Employee's engagement by the Company, and includes work product that is known to Employee by virtue of his or her employment with the Company.

ii. With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by Employee is or will be a work created in the course of Employee's employment with the Company under this contract of service and therefore the Company is or will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by Employee, then employee does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.

iii. With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Employee does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.

iv. With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs, innovations, discoveries, inventions, improvements, computer programs, data, and technology), Employee does now for

good and valuable consideration hereby assign to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Employee

hereby warrants and represents that neither Employee nor anyone claiming through Employee will have any rights to or at any time make any claim to such Intellectual Property.

v. With respect to all Intellectual Property, Employee agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If an Employee does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Employee. This power of attorney is coupled with an interest and is irrevocable.

vi. Employee will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.

vii. Employee represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of the rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity Including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. Employee will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their employees and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties.

viii. Employee agrees that in the event the Employee develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other Intellectual property right subsists in the course of his/her employment with the Company, she/he shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favour of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Employee does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company. The Employee agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

Confidential Information

i. The Employee acknowledges that during the course of the Employee's employment with the Company, the Employee has had and will continue to have access to "Confidential Information"

of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties. The Employee acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or their customers and is critical to its business.

ii. The Employee shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill the Employee's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

iii. Notwithstanding the aforesaid provisions, the Employee may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption Or protective order preventing such disclosure.

iv. The Employee shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Employee's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Employee. Further, the Employee shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

v. The Employee understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company employees, is only on a "need to know basis". The Employee understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Employee, and the Employee agrees that he/she will not access any databases or tables other than those necessary to perform the Employee's duties. The Employee understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Employee may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a. Employees will not disclose their salary or any other compensation details to other employees.

b. Using another employee's password, or allowing someone to use a password that has been designated solely as the password of the Employee, may, at the sole option of the Company, result in disciplinary action up to and including termination.

c. The Employee also understands that the Company may monitor and review which databases and tables that the Employee has been accessing at any time without prior notice to the Employee.

vi. During the term of employment, the Employee will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Employee has an obligation of confidentiality, and the Employee will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality, unless consented to in writing by such former employer or person.

6. Non-Competition.

i. During the term of Employee engagement by the Company and for one (1) year thereafter (the 'Restricted Period'), Employee will not engage in any acts of Competition. In agreeing to this restriction on Competition, Employee acknowledges that:

a. The Company's business is conducted on an international basis, and as such is not geographically limited;

b. If Employee were to participate in a business that competes with the Company, Employee's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by Employee's engagement by the Company that it would be very difficult for Employee not to rely on or use the Confidential Information; and

c. Employee, and any entity in competition with the Company to which Employee might render services, cannot avoid using the Confidential Information, because even in the best good faith, Employee cannot as a practical matter avoid using the knowledge of the Confidential Information in employee's work with such an entity.

ii. If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, It will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

iii. For the purpose of this Agreement, Competition' means:

a recruiting, soliciting, or inducing of any non-clerical employees of the Company or its affiliates or any advisor in the Company councils to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical employee of the Company or its affiliates or any person who within six (6) months before had been a non- clerical employee of the Company or any of its affiliates or any advisor to the Company councils;

b. soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, Or otherwise to cease, reduce, Or diminish in any way its relationship or contemplated relationship with the Company or its affiliates,

whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Employee's efforts; or

c. soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Employee's efforts.

7. Indemnification

The Employee shall defend, indemnify and hold the Company harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorneys fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Employee under this Agreement.

8. Remedies on Breach

i. Employee agrees that upon a material breach of this Agreement by the Employee and failure by Employee to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Employee shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

ii. The Employee agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defence to any claim of injunction nor prevent the grant of specific relief to the Company. The Employee expressly waives the defence that damages are sufficient alternate relief to an injunction and the Employee confirms, assures and represents that each and all the negative covenants and obligations and undertakings referred to herein or separately executed in favour of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Employee as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

iii. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

9. Termination

i. Termination by the Employee

The Employee shall have the right to terminate this Employment Agreement, by furnishing a

minimum of thirty (30) days written notice to the Company or salary in lieu thereof.

The Employee cannot resign while on a deputation abroad. In the event the employee decides to resign while abroad, the resignation of the Employee would be accepted only after the Employee reports back at the office in India.

ii. Termination by the Company
The Company shall have the right to terminate the services of the Employee, under the following terms and conditions:

a. Upon a breach of any of the terms or conditions specified herein, with a prior written notice of seven (7) days for the Employee to rectify or cure such breach. Provided such breach is, in the opinion of the Company, capable of being rectified and upon the failure of the Employee to cure or rectify such breach within the cure period of seven (7) days, the Company shall have the right to terminate this Agreement forthwith;

b. If in the opinion of the Company a breach by the Employee is incapable of being rectified, the Company shall have the right to terminate this Agreement and the services of the Employee forthwith upon the conduct of such breach by the Employee, without having to serve any notice period on the Employee.

c. The Company shall have the right to forthwith terminate the services of the Employee under this Agreement, if in the opinion of the Company, the Employee has conducted any willful misconduct or acted in any manner which is prejudicial to the interest of the Company. "Willful misconduct" for the purpose of this Agreement shall mean an act of dishonesty, moral turpitude or an intentional or negligent act detrimental to the best interests of the Company.

d. The Company may terminate this Agreement after serving a thirty (30) days prior notice or pay salary in lieu thereof to the Employee. The employee will

iii. Consequences of Termination: The Employee hereby agrees that upon termination of this Agreement by either of the Company or the Employee, the Employee shall return all the properties belonging to the Company in its possession as per the instructions of the Company and hand over charge to the designated representative of the Company. The Employee agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

10. General

i. Notices. Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, or courier and shall be deemed given when deposited, postage prepaid, in the mail or to the courier service, to the last known address of the Parties or to such address as any of the Parties shall advise the other in writing.

ii. Severance. If any provision of this Agreement or part thereof is rendered void, illegal or

unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

iii. Waiver. The rights of the Parties under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to another party. No waiver by any party in respect of a breach shall operate as a waiver in respect of any subsequent breach.

iv. Survival. The Employee hereby agrees that all terms relating to Confidentiality, Intellectual Property Rights, Non Compete and Consequences of termination shall survive termination of this Agreement,

v. Entire agreement. This Agreement, together with other writings signed by the Parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes an agreement between the Parties and supersedes all prior understandings and writings, and may be amended or changed only by a writing signed by the Parties hereof.

vi. Governing Law and Jurisdiction. This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by the laws applicable in India. The courts at Ghaziabad shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

SIGNED AND DELIVERED

TurboHire Technologies Private Limited
Abhishek Kabra, Director

Authorised Signatory

SIGNED AND ACCEPTED

Pragya Garg

Appendix I

A. Key Responsibilities

- Generating new leads (inbound and outbound) for revenue growth
- Identification of new channels for inbound lead generation
- Developing and maintaining diverse clients across industries
- Nurturing the inbound leads for successful client conversion
- Conducting product demonstrations for customers
- Fulfilling monthly/quarterly sales targets
- Providing inputs for product design and development based on customer conversations

B. Compensation and Remuneration (refer to Appendix II)

- You will be paid an all-inclusive remuneration of INR 46,000 per month.
- You will be eligible for performance-based incentive – up to 10% of your fixed compensation.
    - Note: Performance based incentive will be given in one of the bi-yearly review cycles.

C. Joining Date

You are expected to join the services latest by April 1, 2021.

D. Others

- We would like to inform you that the Company will observe major public holidays. You will accrue vacation at the rate of 1.5 (18/12) days per month for the maximum of 18 days per annum.
- You will also be entitled for 10 Sick Leaves per year.
- Working days: Monday-Friday.

E. Probation Period

The first three months of the employment will be the probation period. Performance will be reviewed at the end of the three months.

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Appendix II

Tubohire Technologies Private Limited
Job Offer Annexure

Date – March 17, 2021

Job Offer for – **Pragya Garg**

Component	**INR (Rs.) per Annum**
Basic	2,76,000 INR
House Rent Allowance	1,10,400 INR
Leave Travel Allowance	23,018 INR
Special Allowance	1,42,582 INR
Fixed Earnings [A]	**5,52,000 INR**
Provident Fund Company Contribution	21,600 INR
Gratuity	13,276 INR
CTC including Retiral Benefits [B]	**5,86,876 INR**
Estimated Annual Performance Bonus	55,200 INR
Estimated Cost to Company**	**6,42,076 INR**

* The Bonus Plan is a discretionary variable compensation plan. The estimated figure mentioned above is not a guaranteed bonus and is included only as an indicator of what your total annual bonus might be if you achieve target performance. The actual bonus amount you receive could be higher or lower than this figure based on various factors within the Company's sole discretion.

** This does not include Health Insurance, Stock Options and other benefits that would be included. The Estimated CTC figure includes the estimated annual bonus and therefore the actual figure may be higher or lower depending on the final bonus payout. The Estimated CTC is a gross figure and is subject to such statutory deductions as required by law from time to time, and deduction of employee contributions to Gratuity and Provident Fund when applicable.

ASSORT STAFFING SERVICES (P) LTD
Regd Office : 702 – Wellington Business Park 1, Near Marol Naka Metro Station, Asan Pada Rd, Marol, Andheri East, Mumbai – 400059.**Ph. No**. : 022 4921 3100, **Website:** www .asso rtstaffing.co m ,
Email:info@assortstaffing.com, **CIN No**. : U74999MH2016PTC282542

APPOINTMENT LETTER

27/03/2021
A13542

Dear PRANAV PRAHLAD BOKADE,

With reference to your application and the interviews you had with Assort Staffing services (P) Ltd., we are pleased to appoint you as **FIELD SALES ASSOCIATE** effective 25/03/2021 in accordance with the terms and conditions contained in this appointment letter.

1. APPOINTMENT

You are appointed to the position of **FIELD SALES ASSOCIATE** from 25/03/2021**.** Your appointment is exclusively for our client **Gyankaar Technologies Private Limited** (*hereinafter referred to as* "**Pagarbook**" or *the* "**Principal Employer**") and therefore, you shall be deputed at the project site of Pagarbook at GYANKAAR TECHNOLOGIES-PAGAR BOOK-TELANGANA. You shall be on training for a period of 15 (fifteen) days commencing on the Appointment Date ("**Training Period**"). Your employment with the Company is subject to satisfactory discharge of duties during the Training Period. Upon successful completion of Training Period, you shall be on probation for a period of 03 (three) months calculated from the Appointment Date ("**Probation Period**"). You hereby accept employment, to the exclusion of all other employment, on the terms and conditions contained herein.

During your employment with the Company, the Company shall reserve the right to depute you on any assignment or to any of the offices/departments of (i) the Company; or (ii) associate companies'/group companies whether existing or to be set up; or (iii) any client of the Company, whether in the same town/city or anywhere in India or abroad on the same terms and condition of the employment at the sole discretion of the Company.

2. REMUNERATION

Your annual compensation (COST TO COMPANY) shall be **INR 400,008.00**/-. The details pertaining to the
Compensation and other benefits to be provided to you are set out as **Annexure "A"** hereto.

Any salary or other payments to be made or to be credited to the employee shall be subject to such deduction and withholdings or tax or otherwise as the Company may be mandated or required to do so whether by any applicable laws, regulations or guidelines or pursuant to any contract to such effects.

The Payment Cycle of the Company runs from 21st day of the month to 20th of the succeeding month and Compensation shall be paid to you on or before the last date of the month or within two days of receipt of the Compensation from the Principal Employer to the Company, whichever is later. Your compensation as decided by the Company may be reviewed annually subject to the discretion of the Company. Salary increments will be based on your work performance and shall not be considered as matter of right or routine.

3. REPRESENTATION, WARRANTIES AND COVENANTS

Your appointment is solely based on your representation regarding your qualifications and experience, which the Company has relied upon. In case, at any point in time, your representation regarding your qualification and experience is found to be incorrect, you shall be liable for immediate termination without notice and without prejudice to all other rights of the Company. Further, you shall indemnify and hold the Company and the Principal Employer harmless for any losses that may be endured by the Company and/or the Principal Employer due to such misrepresentation. By signing this letter, you also irrevocably consent to the Company initiating all necessary background checks as may be required during the course of your employment, either by the Company or the Principal Employer or through any third party.

4. WORKING HOURS

a. The Company has a six (6) day work week for all staff and management employees. However, your working hours can vary depending upon the Company/Principal Employee's Policy.

b. Actual work timings and shifts may vary from time to time and you will be required to work as per the work timings notified to you by the Company/Principal Employer, which will be warranted by the exigencies of the business.

5. PROTECTION OF BUSINESS INTEREST OF THE COMPANY AND THE PRINCIPAL EMPLOYER

a. In order to protect the business and interest of the Company and the Principal Employer, you hereby covenant, promise and undertake that You shall not at any time during Your employment with the Company and for a period of two (2) years after cessation of Your employment, engage, directly or indirectly, whether as owner, promoter, director, shareholder, consultant, retainer, advisor, employee or in any other manner, in any business, conduct or action:

i. that uses any trademark, name or nomenclature used by the Company and/or the Principal Employer at any time or any other name that is intended or like to cause confusion with any name used by the Company and/or the Principal Employer; or

ii. that involves the unauthorized use, disclosure or exploitation of any proprietary or Confidential Information or data of the Company and/or the Principal Employer.

b. You agree and acknowledge that the business of the Company and the Principal Employer is based on integrity and trust and therefore maintenance of ethical principles and standards of conduct is imperative. Accordingly, you shall never engage in or encourage any disparaging or slanderous acts, comments or remarks against the Company and/or the Principal Employer which may result in the

erosion of the business interest or the loss of reputation and image of the Company or the Principal Employer and or their business and affairs.

c. By conveying your acceptance to the terms and conditions detailed in this Appointment Letter, you agree and acknowledge that the provisions of Clause 6(a) and 6(b) are reasonable and agreed upon by you for the purpose of protecting the business and goodwill of the Company and the Principal Employer and that accordingly, these benefits hereof may be assigned by the Company to its successor in title or interest without Your consent whatsoever. You also confirm that the payment by the Company of the compensation amount to you constitutes sufficient consideration for you to agree to such conditions of employment.

d. All other rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment in the form of the **Assort Staffing Services (P) Ltd**. Employee Manual and you shall duly comply with and adhere to the same. These may be modified from time to time and will be notified to you or by a Company-wide memorandum.

6. CONFIDENTIALITY OBLIGATIONS AND DATA PROTECTION

a. For the purpose of this Agreement, the term "**Confidential Information**" means all information, oral or written and whether labeled as confidential or not, that is not generally known and which is obtained from the Company and/or the Principal Employer, learned, discovered, developed, created or conceived by You during the Term of the employment. The term Confidential Information shall include, but shall not be limited to:

- Technical Information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, research projects, discoveries, algorithms, product information, research and development information, notes, memoranda, ideas, design, analyses, compilations, studies, and other business documents.

- Technical know-how, trade secrets, trademarks, trade design, patent, copyright and other intellectual property rights ("Intellectual Property")

- Business Information: pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans, customer lists, customer information, supplier lists and information, distributors lists and information, the fact and content of the communications and discussions between; (i) the Company and You; and (ii) the Principal Employer and you relating to provision of services.
- Confidential Information shall also include any other information of the Company or the Principal Employer which is to be kept confidential.

b. Confidential Information does not include any information which:

- was lawfully in your possession at the time of disclosure to you and which You acquired otherwise than from the Company or the Principal Employer;
- was otherwise generally known in the public domain at the time of disclosure to You;
- becomes generally known in the public domain other than as a result of the breach of this Agreement by You;
- is required to be disclosed by law or regulation, provided that You request confidential treatment of

such Confidential Information to the extent permitted by law, when such disclosure is requested or required by any court of competent jurisdiction or when required by the laws or regulations of any competent jurisdiction; or

- is independently developed by You without the use of or reference to the Confidential Information.

c. Obligation to Protect Confidential Information: During the Term of this Agreement and any time after the termination of this Agreement, you irrevocably undertake for the benefit of the Company that:

- the Confidential Information will be kept safe in a secure place and properly protected against theft, loss and unauthorized access;
- the Confidential Information will be treated as confidential and You will limit the disclosure to the maximum extent possible and Confidential Information will not, without the prior written consent of the Company or without the prior written consent of the Principal Employer (as the case maybe) be disclosed by You to any other third party, except as required in the lawful performance of Your duties to the Company and/or the Principal Employer; and;
- You acknowledge that the Confidential Information shall remain the Company's or the Principal Employer's sole property (as the case maybe) and its disclosure shall not confer on You any rights over the Confidential Information whatsoever. On the Company's written request, you shall use reasonable endeavors to return to the Company the Confidential Information in whatever form in Your possession, and You shall delete and remove all Confidential Information from any database or document retrieval system into which it may have been placed.

d. Notwithstanding the provisions hereof, You may disclose Confidential Information of the Company pursuant to a request or order made pursuant to applicable law, regulation or legal process, provided that (i) You serve upon the Company prompt notice of such request or order so that the Company has ample opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such request or order, (ii) You provide the Company with all reasonable assistance (at the Company's expense) in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (iii) You disclose only such portion of the Confidential Information as is either permitted by the Company or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Company.

e. During the normal course of business, it may be imperative to record/ monitor all calls made by you for assessing work quality, as applicable. This clause by no means would impede upon your working ability/ capacity and should be taken in light of Company and/or the Principal Employer's procedures and policies.

f. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you hereby further agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.

g. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this clause, the Company and/or the Principal Employer will be subject to irreparable harm, which will not be adequately compensated by damages and You therefore agree that the Company and/or the Principal Employer (as the case maybe) shall be entitled to injunctive relief and /or any other

remedies permitted, to ensure and enforce Your compliance with these obligations in the event You do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company and the Principal Employer.

h. The Company and/or the Principal Employer may require you to sign a separate Non-Disclosure Agreement/Confidentiality Agreement/Secrecy Undertaking which shall be duly executed by You to the satisfaction of the Company and/or the Principal Employer.

i. You shall not directly or indirectly, engage in or assist others to engage in, any activity or conduct that violates the provisions of this Clause. Upon cessation of Your employment with the Company or any time on the written notice to You, the Company can procure either (i) the return to the Company, of all Confidential Information held by You (without keeping any copies, extracts or other reproductions thereof, except as required by any applicable law or regulation) or (ii) except as otherwise required by applicable law or regulation, the destruction of the same and, in either case, You will, on written request, provide the Company with a declaration made after due and careful enquiry and signed by a duly authorized officer of the Company certifying that You have complied with Your obligations under this clause.

7. WORK PRODUCT

a. You represent and warrant to the Company and the Principal Employer, that all the work that is performed by You on behalf of the Company and/or the Principal Employer, and all work products that is produced, including but not limited to software, documentation, memoranda, ideas, designs, inventions, processes and algorithms ("**Work Product**"), will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of the former employers or of any other third party.

b. You will promptly disclose to the Company or the Principal Employer (as the case maybe) all Work Product developed by You within the scope of employment with the Company or which relates directly to, or involves the use of, any Confidential Information, including but not limited to all software, concepts, ideas and design, and all documentation, manuals, letters, pamphlets, drafts, memoranda and other writings or tangible things of any kind.

c. You acknowledge and agree that all Work Product which is made by You (solely or jointly with others) within the scope of your employment and which is protected by copyright is being created at the instance of the Company and/or the Principal Employer (as the case maybe) and is "work made for hire".

d. You assign to the Company or to the Principal Employer (as the case maybe) all of rights, title and interest (including but not limited to all patents, copyright and trade secret rights) in and to all Work Products prepared by You, whether patentable or not, made or conceived in whole or in part by You within the scope of Your employment with the Company, or that relates directly to, or involve the use of Confidential Information. You will execute all documents, all documents reasonably requested by the Company or the Principal Employer to further evidence the foregoing assignment and to provide all reasonable assistance to the Company (at the Company's expense) and the Principal Employer in perfecting or protecting and or all of the Company's rights or the Principal Employer's rights in the

Work Product.

8. NON-SOLICITATION

You agree that during the period of your employment with the Company or any of its affiliates and during the one (1) year period after the termination of your employment whether voluntary/ involuntary termination with the Company, you shall not solicit or induce,

a. Any officer, director, employee, agent or consultant of the Company or any of its successors, assigns or affiliates to terminate his/her or its employment or other relationship with the Company or its successors, assigns or for the purpose of associating with any directly or indirectly competing business, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Company or its successors, assigns or affiliates, for any other reason or (ii) hire any individual who left the employment of the Company or any of its affiliates during the immediately preceding one-year period.

b. Any clients, investors, financing sources or capital market intermediaries of the Company or its successors, assigns or affiliates or (ii) any consultants then under contract to the Company or its successors, assigns or affiliates for the purpose of associating with any directly or indirectly competing business, or otherwise encourage such investors, financing sources, capital market intermediaries or consultants, to terminate (or diminish in any respect) his, her or its relationship with the Company or its successors, assigns or affiliates, for any other reason.

c. Any officer, director, employee, agent or consultant of the Principal Employer or any of its successors, assigns or affiliates to terminate his/her or its employment or other relationship with the Principal Employer or its successors, assigns or for the purpose of associating with any directly or indirectly competing business, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Principal Employer or its successors, assigns or affiliates, for any other reason or (ii) hire any individual who left the employment of the Principal Employer or any of its affiliates during the immediately preceding one-year period.

d. Any clients, investors, financing sources or capital market intermediaries of the Principal Employer or its successors, assigns or affiliates or (ii) any consultants then under contract to the Principal Employer or its successors, assigns or affiliates for the purpose of associating with any directly or indirectly competing business, or otherwise encourage such investors, financing sources, capital market intermediaries or consultants, to terminate (or diminish in any respect) his, her or its relationship with the Principal Employer or its successors, assigns or affiliates, for any other reason

9. Non disparagement

You agree and acknowledges that, you shall not, at any time after signing this Appointment Letter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company, or any of its subsidiaries or affiliates or the Principal Employer or their respective officers, directors, promoters, founders, employees, advisors, businesses or reputations. You acknowledge that this clause shall survive for 06 (six) months post termination of this Appointment Letter and in the event there is any breach of this term and

confidentiality clause, the Company shall have the right to seek injunctive relief against you from a court of competent jurisdiction and shall also have a right to claim liquidated damages for an amount upto Rs.1,00,00,000/- (Rupees One Crore Only) against you.

10. EXCLUSIVITY

During the term of your employment with the Company, you shall not engage yourself in any other gainful or commercial employment, business or activity part-time or full-time, directly, indirectly, as long as You are employed with services of the Company. You shall not engage Yourself directly or indirectly in any other profitable business connected with the dealings or activities of the Company in any way. Any failure on Your part to comply with the above instructions would render Your services liable for termination notwithstanding any other conditions in the Employment Agreement.

11. TERMINATION OF EMPLOYMENT

a. You shall be under training for a period of 15 (fifteen) days commencing on the Appointment Date. Your employment with the Company is subject to satisfactory discharge of duties during the Training Period. In case of pertinent instructions from the Principal Employer, arising out of your non-performance (as per specification/instruction provided) during the Training Period, the Company shall have the right to forthwith terminate your services prior to expiry of Training Period without providing any notice for such termination. It is hereby clarified that in case of termination of your association with the Company prior to expiry of Training Period, You shall not be entitled to receive any payments/remuneration in any manner from the Company with respect to your work done during the Training Period. Upon completion of your training Period, based upon your performance the Company will at its sole discretion or as per appropriate instructions from the Principal Employer, either terminate your services or confirm your employment with the Company.

b. In case of confirmation of your employment with the Company pursuant to successful completion of Training Period, you shall be on probation for a period of 03 (Three) months calculated from the Appointment Date. The confirmation of your employment with the Company shall also be subject to successful completion of Probation Period. Your performance shall be review by the Company immediately prior to the completion of the Probation Period and in case your work and conduct are found to be satisfactory then your employment with the Company shall be confirmed in writing. In the event your performance in the Company during the Probation Period is not found to be satisfactory, the Company may at its sole discretion or upon appropriate instructions from the Principal Employer, either extend the Probation Period for a period not exceeding 03 (three) months or terminate your services without proving any notice for such termination.

c. Post completion of the Probation Period, either Party may terminate the employment by giving the other party a written notice of not less than 30 (thirty) days or salary in lieu thereof. In case, you terminate the employment without serving proper notice or paying wages in lieu thereof, the Company reserves the right to adjust the notice pay from your full and final settlement.

d. In the event of termination of your services arising out of disciplinary proceedings, the Company shall have the right to terminate your employment forthwith and without providing any notice. Further, the Company may upon appropriate instructions from the Principal Employer with respect to termination of your services, immediately terminate Your employment without any compensation or notice thereof, if You are in material breach of Your responsibilities which breach either (i) is incapable of remedy; or (ii)

if capable of remedy, has not been remedied by You for at least 5 (five) days after receipt of such notice from the Company. Such material breach would include (a) Your failure to comply with or committing breach of provisions contained in any of the provisions of this Employment Agreement or Annexures hereof; (b) breach by You of any provisions of the Company rules and regulations or policies as listed under the Contractor Name Employee Manual; or (c) any professional misconduct or commission of actions which are not in the interest of the Company or the Principal Employer. In addition to terminating your services for such material breach, the Company and/or the Principal Employer (as the case maybe) shall be entitled to recover from you the losses sustained by the Company or the Principal Employer attributable directly or indirectly to your actions. For the purposes of this clause, material breach and professional misconduct includes but is not limited to:

i. engaging in serious misconduct;
ii. committing a serious or persistent breach or non-observance of any condition of your employment;
iii. conviction of an indictable offence;
iv. knowingly or repeatedly acting in excess of your powers or in contravention of the instructions of the management of the Company and/or the Principal Employer;
v. knowingly or repeatedly fail to perform your duties as set out herein;
vi. act with gross or repeated incompetence or negligence to the material detriment of the Company and/or the Principal Employer;
vii. are in violation of the Company policy on discipline or prevention of sexual harassment at workplace;
viii. indulging in any willful or intentional act that may have the effect of injuring the reputation, organizational culture or business relationships of the Company and/or the Principal Employer;
ix. breach of your confidentiality obligations.

e. In the event of Your continuous absence for a period of 7 (seven) working days or more, without formal request or permission from the management of the Company, you shall be deemed to have left and relinquished Your employment with the Company.

f. Upon termination or cessation of Your employment for any reason whatsoever, or at any other time as the Company may request, You shall immediately return to the Company or the Principal Employer (as the case maybe) all material(s) belonging to the Company or the Principal Employer which is in Your possession including any of the documents, files, memoranda, notes, plans, records, reports etc. belonging to the Company and/or the Principal Employer whether they are stored manually or electronically, and including all computer hardware and software, any mobile telephone or other electronic equipment and all Confidential Information as defined herein which is in Your possession.

12. RETIREMENT

You will be retired from employment on attaining superannuation age of 58 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill health as certified by the medical officer/medical practitioner nominated by the Company. **GOVERNING LAW**

The terms of this Appointment Letter shall be construed and governed according to the laws of India and the Courts at Bangalore shall have sole jurisdiction.

13. GENERAL PROVISIONS

a. During and following your employment with the Company, you shall indemnify the Company from and against any claim, loss or cause of action arising from or out of your performance as an officer, director or employee of the Company or any of its subsidiaries or in any other capacity.

b. You will keep the Company informed of any change in your residential address, Your family status or any other personal particulars relevant to Your employment.

c. You shall be bound by the Company Policy for the time being in force and as varied from time to time.

d. The Company will deduct taxes and other statutory dues as may be applicable from time to time from the remuneration payable to You. You will be personally responsible for Your tax liabilities and other dues. The Company shall also be entitled to deduct any other sums as may be recoverable from You from time to time.

e. The terms of this offer detailed above are strictly confidential and should be treated as privileged information between You and the Company.

f. These are existing terms and conditions for Your employment and are subject to change from time to time as may be decided by the Company. Any changes will be intimated to You in writing or through email to Your official email id or by way of notice affixed to the Company's notice board and You shall be obliged to comply with the same.

14. CODE OF CONDUCT

a. You will devote your whole time and attention to the interest of the company and will not engage yourself in any other work either paid or in honorary capacity.

b. You will be bound by the certified standing orders, rules, regulations and office orders in force and framed by the company from time to time in relation to your service conditions, which will form part of your service conditions, which will form part of your terms of employment.

c. If at any time in our opinion or upon appropriate instructions from the Principal Employer in relation to your conduct, which is final in this matter, you are found to be a guilty of fraud, dishonesty, disobedience, disorderly behavior, gross negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or the interest of the Principal Employer or of violation of one or more terms of this Appointment Letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company and/or the Principal Employer shall be entitled to recover the damages from you.

d. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

e. This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit

in its sole discretion, including termination of your employment.

f. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.

g. You are required to deal with money, material and documents belonging to the Company and/or the Principal Employer with utmost honesty and professional ethics. Violation of this practice shall be punishable with termination/ dismissal or service.

You have acknowledged and agreed that you are accepting this Letter voluntarily and without any duress or undue influence by the Company or anyone else and that you have carefully read and fully understood, all the provisions of this Letter, and knowingly and voluntarily accepted this Letter.

Please sign the duplicate copy of this appointment letter and return to us as your acceptance of the Employment Agreement. Please also submit the documents as mentioned above on the date of your joining.

Acceptance of this appointment letter can be provided on email @ myhr@assortstaffing.com

With warm regards,

(Authorized Signature)
. .
For ASSORT STAFFING SERVICES (P) LTD.
SALES ASSOCIATE

Terms & conditions Accepted

Employee Signature

Name : PRANAV PRAHLAD BOKADE

Designation : FIELD

KPMG Global Delivery Center Private Limited Telephone +91 80 6132 6100
RMZ Ecoworld
6th Floor, Campus 7,
Devarabeesanahalli, Outer Ring Road
Bangalore 560 103 Karnataka India

Private & Confidential

Date 17/3/2021

To,

Congratulations
Candidate name: Avadhi Jain
College name: IBS Business School
Pan card no.: 719672568665

We thank you for taking the time to attend the interview process of **KPMG Global Delivery Center Private Limited** ("Firm", "We" "Our"). The Firm is a global delivery center for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the US Core Audit business unit at **KPMG Global Delivery Centre Private Limited** with a total compensation of INR 400,000 in words Four Lakh Rupees only.

Your anticipated joining date is June 2021 at Bangalore office location. In case you are unable to join the Firm by June 2021, this letter of intent will stand cancelled and withdrawn. Your appointment is subject to you executing the formal appointment letter from the Firm and the terms and conditions therein.

This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".

You agree to keep the terms of the letter confidential and agree not to share them with anyone except your immediate family, and financial and legal advisors.

All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

Yours sincerely,

For **KPMG Global Delivery Centre Private Limited**

RUPESH TRIPATHI Digitally signed by RUPESH TRIPATHI Date: 2021.03.18 12:28:36 +05'30'

Accepted and Agreed

KPMG Global Delivery Center Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee

CIN U74110KA2003PTC031646

Registered Office:
RMZ Ecoworld
Campus 7, Floor 6, Devarabeesanahalli
Outer Ring Road, Bangalore 560103,
Karnataka, India

KPMG

KPMG Global Delivery Center Private Limited Telephone +91 80 6132 6100
RMZ Ecoworld
6th Floor, Campus 7
Devarabeesanahalli, Outer Ring Road
Bangalore 560 103 Karnataka India

Authorization:

You hereby give explicit consent and authorize the Firm and its third-party agent/s to initiate verification of information provided in your resume and application of employment from the date of signing the letter, to conduct enquiries as may be necessary, at the Firm's discretion. You also authorize former employers, agencies, educational institutes that may have information relevant to your employment/education to disclose it to the Firm or its agents and representatives. You release all persons from liability on account of such disclosure.

You hereby give consent to **KPMG Global Delivery Centre Private Limited** to initiate and conduct the current employment verification post expiry of five working days from accepting the Offer Letter/Letter of Intent or 10 working days before the date of joining as mentioned in the Offer Letter/Letter of Intent, whichever is earlier.

No binding obligation:

Please note that this Letter of Intent is intended to serve only as a mutual expression of the intentions of the parties, and the parties shall not be legally obligated with respect to the contemplated offer unless and until a formal and definitive offer is agreed upon, approved by the authorized company officials, whereupon the provisions of the definitive offer will supersede this Letter of Intent.

Name AVADHI JAIN **Dated** 24/03/2021

KPMG Global Delivery Center Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee

CIN U74110KA2003PTC031646

Registered Office:
RMZ Ecoworld
Campus 7, Floor 6, Devarabeesanahalli
Outer Ring Road, Bangalore 560103,
Karnataka , India

29-Jul-2021

Golani Khushbu Shyam
113, Vrundavan Nagar, Bamroli Road, .,
Godhra - 389001

Dear **Golani**,

On behalf of **KPMG Global Delivery Center Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be part of the **GDC - US Audit Support team.**

You shall be based in **Kochi** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **06-Sep-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.200000/- (Two Lakh Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.200000/- (Two Lakh Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All

requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the

timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on

bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation..

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's

business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing.

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience,

any criminal records and any judgments relating to debts or insolvency there.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **03-Aug-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Delivery Center Private Limited**

Partho Bandopadhyay
Managing Director

I am pleased to accept the offer contained above.

Golani Khushbu Shyam

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those

persons who need to maintain independence with respect to the Firm's clients. They are ' **Member of the Firm** ' and ' **Covered Person** ' . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same ' **office** ' in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept

applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called ‘ **immediate family members** ’ in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your ‘ **close family members** ’ —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

- If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Golani Khushbu Shyam
Associate 1
Kochi

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	16667	200000
Flexible Compensation (b)	14667	176000
Employer Contribution to Provident Fund (c)	2000	24000
Total Cost to Company (a+b+c)	**33334**	**400000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible

components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate 1
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate 1
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal	1. Cheque no., cheque date

	to Rs. 20,000/-	along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Associate 1
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate 1
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate 1
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate 1
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and	

	dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate 1
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate 1
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate 1
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C11	**Meal Vouchers**	✓

	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Khushbu Shyam, Golani
Offer electronically accepted on: Jul 30, 2021 11:08 AM
Offer electronically accepted from: 103.250.157.176

14-Jun-2021

Patel Rohith
2-42, Rajulla, Kamareddy, .,
Bichkunda - 503309

Dear **Patel**,

On behalf of **KPMG Global Delivery Center Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be part of the **GDC - US Audit Support team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **06-Sep-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.200000/- (Two Lakh Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.200000/- (Two Lakh Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or

any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights,

title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement

in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation..

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain

appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing.

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency there.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with

any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **17-Jun-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Delivery Center Private Limited**

Partho Bandopadhyay
Managing Director

I am pleased to accept the offer contained above.

Patel Rohith

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Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

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Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This

includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** — immediate family members plus your non-dependent parents,

non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Patel Rohith
Associate 1
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	16667	200000
Flexible Compensation (b)	14667	176000
Employer Contribution to Provident Fund (c)	2000	24000
Total Cost to Company (a+b+c)	**33334**	**400000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in tha regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as p income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate 1
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate 1
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid:	

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no.,

		payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate 1
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate 1
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate 1
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate 1
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate 1

C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate 1
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate 1
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs	

	1000/- or Rs 1250/-	
		Associate 1
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Rohith, Patel
Offer electronically accepted on: Jun 15, 2021 10:48 AM
Offer electronically accepted from: 106.208.47.22

14-Jun-2021

Maneesha Paynam
Hno: 4-111-3, Venkata ramana colony,
Kurnool - 518006

Dear **Maneesha**,

On behalf of **KPMG Global Delivery Center Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be part of the **GDC - US Audit Support team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **06-Sep-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs.200000/- (Two Lakh Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.200000/- (Two Lakh Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or

others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation..

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing.

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency there.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or

insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or

unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **17-Jun-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Delivery Center Private Limited**

Partho Bandopadhyay
Managing Director

I am pleased to accept the offer contained above.

Maneesha Paynam

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

‘Member of the Firm’ - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Maneesha Paynam
Associate 1
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	16667	200000
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Employer Contribution to Provident Fund (c)	2000	24000
Total Cost to Company (a+b+c)	**33334**	**400000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

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Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible

components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate 1
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate 1
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid:	

Rent Paid	Requirement

	More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate 1
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate 1
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate 1
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate 1

C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate 1
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate 1
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate 1
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.

	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Paynam, Maneesha
Offer electronically accepted on: Jun 15, 2021 12:04 PM
Offer electronically accepted from: 103.159.249.42

14-Jun-2021

Vadde Manasa
Hno: 91/4-209-6, Mamatha Nagar, Near Balaji Nagar Post office, .,
Kurnool - 518006

Dear **Vadde**,

On behalf of **KPMG Global Delivery Center Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be part of the **GDC - US Audit Support team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **06-Sep-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs.200000/- (Two Lakh Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.200000/-** (**Two Lakh Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities

and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without

limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation..

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or

negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing.

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency there.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards

to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in

accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **17-Jun-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Delivery Center Private Limited**

Partho Bandopadhyay
Managing Director

I am pleased to accept the offer contained above.

Vadde Manasa

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

‘Member of the Firm’ - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Vadde Manasa
Associate 1
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	16667	200000
Flexible Compensation (b)	14667	176000
Employer Contribution to Provident Fund (c)	2000	24000
Total Cost to Company (a+b+c)	**33334**	**400000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible

components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate 1
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate 1
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid:	

Rent Paid	Requirement

	More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate 1
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate 1
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate 1
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate 1

C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate 1
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate 1
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate 1
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.

	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Manasa, Vadde
Offer electronically accepted on: Jun 15, 2021 12:02 PM
Offer electronically accepted from: 103.159.249.42

From: **Ferrow, Zepheny** <Zepheny.Ferrow@irco.com>
Date: Thu, Apr 15, 2021, 4:54 PM
Subject: offer letters
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Kapoor, Arshi <Arshi.Kapoor@irco.com>

fyi

---------- Forwarded message ----------
From: MEIA_Careers <MEIA_Careers@irco.com>
To: "nitinpathrose25@gmail.com" <nitinpathrose25@gmail.com>
Cc: "Kapoor, Arshi" <Arshi.Kapoor@irco.com>, "Mohan, B T" <B_T_Mohan@irco.com>, "Poddar, Pallavi" <Pallavi.Poddar@irco.com>, "Mane, Smita" <smita.mane@gardnerdenver.com>
Bcc:
Date: Thu, 15 Apr 2021 11:13:54 +0000
Subject: Ingersoll Rand Offer

Dear **Nitin,**

Congratulations and welcome to Ingersoll Rand Family!

Thank you for your interest in Ingersoll Rand. Subsequent to the interviews you had with our team, we are delighted to have you join us as **Sales Development Trainee** and contribute to our success at Ingersoll Rand.

Please treat the attached Offer Letter as our official confirmation of your employment with us. Kindly confirm your offer acceptance within 1 working day.

Also please fill and send the **Employee Action Form**, **Passport Size photograph(with white background mandatory), AADHAAR Card**, **Signed Offer Letter** & **Valid Passport Copy** (If you do not have passport copy, request you to apply for the same and submit the acknowledgement copy) **within 2 days** of offer acceptance to zepheny.ferrow@irco.com as a part of pre-joining formalities.

Hard Copy of the offer letter would be shared on the Day of Joining Ingersoll Rand, for any specific need regarding Hard copy of offer letter before joining, please contact the undersigned immediately.

Enclosed attachments are:

i) **Offer Letter**

ii) **New Hire Checklist**

iii) **Employee Action Form**

We eagerly look forward of your association with Ingersoll Rand.

Regards,
Zepheny Ferrow
Talent Acquisition Specialist

Industrial Technologies
Ingersoll Rand (I) ltd.
21-30, GIDC Estate, Naroda,
Ahmedabad - 382330
Gujarat, India
+91.9513766119
zepheny.ferrow@irco.com

A picture containing
drawing Description

Des Please consider the environment before printing this email

---------- Forwarded message ----------
From: MEIA_Careers <MEIA_Careers@irco.com>
To: "shivam.sapra007@gmail.com" <shivam.sapra007@gmail.com>
Cc: "Kapoor, Arshi" <Arshi.Kapoor@irco.com>, "Poddar, Pallavi" <Pallavi.Poddar@irco.com>, "Mohan, B T" <B_T_Mohan@irco.com>, "Mane, Smita" <smita.mane@gardnerdenver.com>
Bcc:
Date: Thu, 15 Apr 2021 11:12:25 +0000
Subject: Ingersoll Rand Offer

Dear **Shivam,**

Congratulations and welcome to Ingersoll Rand Family!

Thank you for your interest in Ingersoll Rand. Subsequent to the interviews you had with our team, we are delighted to have you join us as **Sales Development Trainee** and contribute to our success at Ingersoll Rand.

Please treat the attached Offer Letter as our official confirmation of your employment with us. Kindly confirm your offer acceptance within 1 working day.

Also please fill and send the **Employee Action Form**, **Passport Size photograph(with white background mandatory), AADHAAR Card**, **Signed Offer Letter** & **Valid Passport Copy** (If you do not have passport copy, request you to apply for the same and submit the acknowledgement copy) **within 2 days** of offer acceptance to zepheny.ferrow@irco.com as a part of pre-joining formalities.

Hard Copy of the offer letter would be shared on the Day of Joining Ingersoll Rand, for any specific need regarding Hard copy of offer letter before joining, please contact the undersigned immediately.

Enclosed attachments are:

i) **Offer Letter**

ii) **New Hire Checklist**

iii) **Employee Action Form**

We eagerly look forward of your association with Ingersoll Rand.

Regards,
Zepheny Ferrow
Talent Acquisition Specialist
Industrial Technologies
Ingersoll Rand (I) ltd.
21-30, GIDC Estate, Naroda,
Ahmedabad - 382330
Gujarat, India
+91.9513766119
zepheny.ferrow@irco.com

A picture containing drawing Description

Please consider the environment before printing this email

Ingersoll-Rand (India) Limited.
Ground Floor, Subramanya Arcade
No.12/1, Bannerghatta Main Road,
Bangalore – 560 029, INDIA
Tel: ÷91 80 4685 5100
Fax: +91 80 2728 7482
www.ingersollrand.co.in

Date: 15th April,2021

Mr. **Nitin Pathrose**
ICFAI Foundation, Hyderabad

Dear Nitin,

Sub: Letter of appointment as "**Sales Development Trainee**"

Further to the interview and discussions with us, we are pleased to appoint you as '**Sales Development Trainee'**. You are required to report at our **Naroda Plant** for joining induction on **1st July, 2021.** This position will be initially located in Naroda for six months and you will have to relocate based on the job requirements

The terms and conditions of your training will be as follows:

1. Your basic salary and other monthly, annual allowances on the basis of Cost to Company are mentioned in the annexure to this letter and the other allowance can be apportioned by you towards your House Rent Allowance, Leave Travel Allowance and Vehicle Maintenance, etc., The payment of salary is personal to you and you are expected to maintain confidentiality regarding the same.
   You will be personally responsible to produce vouchers / cash memos for the heads that you apportion under the special allowance. Any head unclaimed / not supported by vouchers / cash memos will be paid to you, at the end of the year, net of taxes.

2. You will be entitled to Provident Fund benefit subject to acceptance of your nomination.

3. Please provide a self-declaration as per text below:
   I hereby declare as on date __/__/__ (dd/mm/yy), I_____(First name, Last name) son/ daughter of _____(father/mother's name), aged about_____(your age in years) residing at_____(area/city/town) do hereby declare that I am mentally, physically fit and sound enough to perform duties and responsibilities for my position.

   Also, you are required to subject yourself for medical examination before the Medical Officer, specified by the Company, as and when required.

4. On joining the training, you will be required to execute a formal Agreement covering Non-disclosure of confidential information and assignment of intellectual property right to the Company. Besides you will also have to sign the company's Code of conduct, FCPA and other documents as specified by Ingersoll Rand Company. You will not at any time, without the consent of the Appointing authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

   You will also keep us informed if you are bound by any Confidentiality agreement with any of your previous employers, in which case, you shall keep us indemnified against any breach thereof by you. If you conceive any new or advanced method of improving system in relation to the operation of the Company or its business, such developments will be fully communicated to the Company and remain the sole right/property of the Company.

_____ _____
Pallavi Poddar **Nitin Pathrose**

All agreements contingent upon strikes, accidents and other conditions beyond our control
All contracts are subject to approval by an officer of the company, quotations are subject to change without notice

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5. If it is found that you have misrepresented any information in your application for training or at the time of interview, or have furnished any false information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

6. You are expected to maintain high standard of discipline, efficiency and integrity.

7. The duration of your training is for a period of 12 months from the date of joining and during the period of training, your performance will be assessed at regular intervals. At the end of the training period, you will be considered for regular employment with the company subject to your individual performance meeting the company's requirement. If the performance during this period is un-satisfactory, the Company shall have the right to either terminate your services without any notice/salary in lieu of notice or extend this period(s) of training for a period deemed fit by the Company. In the event of an extension, a letter to this effect will be issued by the Company.

8. Leave Entitlement

You will be eligible for paid vacation in accordance with the prevailing Company policy. Leave will be credited on a pro-rated basis depending on your date of joining.

Privilege Leave:

You will be eligible for Privilege Leave of 21 days every calendar year, out of which a maximum of 12 days will get encashed at the end of the calendar year while the balance unconsumed Privilege Leave will get lapsed as there is no leave carry forward facility.

Sick / Casual Leave:

You will be entitled to 12 days sick/casual leaves for every calendar year. If these leaves are not used, as per approved procedure, you will not be entitled to carry forward any un-used sick/casual leave days to the next calendar year.

9. You should furnish to the management your residential address while in training. Any subsequent change in the address should be intimated immediately in writing to the Management.

10. During your training with the company, you shall carryout your duties diligently and will try your best to promote the interests of the company and its business. You shall devote the whole of your time and attention to the services of the company and without the express permission from the management, in writing, you will not accept any engagement or employment with / or service any other company, concern, firm or person. You shall also not remove, disclose, divulge or make public any manner, processes, methods, secrets, information, know-how knowledge etc., relating to the manufacture, trade and business of the company, except for the business of the company.

Pallavi Poddar **Nitin Pathrose**

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11. Deduction of tax in respect of the perquisites will be done as per the rules.

12. You will continue to be governed and have to abide by the rules and regulations of the Company in force from time to time. The Management reserves the right to vary, alter, add to and amend the rules as and when necessary.

13. You shall produce the following documents at the time of reporting for training.
    a) Attested copies of certificates relating to your education
    b) Accepted copy of the offer letter
    c) PAN CARD Copy (Mandatory)
    d) Copy of the valid passport
    e) Aadhar copy

    This appointment is subject to the production of a valid passport for detailed verification of citizenship, permanent address and proof of age before your date of joining. The Company reserves the liberty to extend the period of production of the same to 3 months from the date of joining, subject to production of application acknowledgement from the passport office before joining the Company. Failure to produce a valid passport within three months of your date of joining is sufficient for the Company to take a decision in its own discretion including termination of your employment without further notice.

14. The above offer can be terminated by either party by serving one month notice or pay compensation in lieu of notice period. Shortage of notice period and acceptance of compensation in lieu of the notice, is at the sole discretion of the company.

15. If the above terms and conditions of service are acceptable to you, we request you to sign the duplicate copy of this letter in token of your acceptance within 10 days from the date of receipt of this appointment letter.

    We look forward to a long lasting and mutually beneficial relationship with you.

Yours sincerely,

For **Ingersoll-Rand (India) Limited.**

Pallavi Poddar
HR Leader - MEIA

Candidate Acceptance
I accept your offer of employment with Ingersoll Rand as **Sales Development Trainee** and agree to the conditions here on and in the offer letter.

_____
Nitin Pathrose

Ingersoll-Rand (India) Limited.
Ground Floor, Subramanya Arcade
No.12/1, Bannerghatta Main Road,
Bangalore – 560 029, INDIA
Tel: ÷91 80 4685 5100
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ANNEXURE C

Remuneration & Other Benefits

Your remuneration and applicable monetary benefits details are provided below, which shall be subject to periodic review, as per the Company's normal policies.

Designation : Sales Development Trainee **Band: 3** **Salary Break-up**	**Amount (INR) p.a.**
Basic Salary	192029
House Rent Allowance	76811
Leave Travel Allowance	75000
Allowances(Flexible Benefit Plan)	191760
Total Annual Guaranteed Cash	**535600**
Target Performance Bonus LIP @ 20% of Annual Guaranteed Cash	**107120**
Retirement Benefits :	
Employer's contribution to PF @ 12% of Basic Salary	23043
Gratuity @ 4.81% of Basic Salary, payable as per act	9237
Total CTC	**675000**

Please note that we follow Flexi Benefit Plan where you can adjust your total allowances to avail maximum income tax exemption and the details of which will be shared with you upon joining.

Pallavi Poddar **Nitin Pathrose**

All agreements contingent upon strikes, accidents and other conditions beyond our control
All contracts are subject to approval by an officer of the company, quotations are subject to change without notice

March 22, 2021

Dear Sharad Teotia

Sub - Offer of Employment

This offer has been made in reference to the interview you had with us and furthermore to the selection process, we take great pleasure in inviting you to be an integral part of **OXYZO Financial Services Pvt Ltd.**. We are pleased to offer you employment as **"Management Trainee"** in **"Risk"** function at **Hyderabad** location**,** subject to, inter alia:

- Your date of joining is **April 01, 2021**
- Successful completion of antecedent verification
- Formal proof of acceptance of the resignation from your current employer (if applicable)
- Production of acceptable certified documentary evidence in support of your date of birth

The details of your compensation are enumerated in the enclosed annexure. The letter of appointment will be sent to you separately, which shall be subject to the completion of the above formalities.

We shall be obliged if you could kindly confirm your acceptance of the same by returning the duly signed scanned copy of this offer letter.

On behalf of **OXYZO Financial Services Pvt Ltd.**

Authorised Signatory

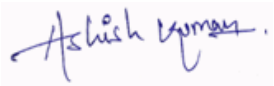

Ashish Kumar
Human Resources

Acknowledgment Clause

I accept the terms set out above.

Name _____

Signature _____

Date _____

Annexure "A"

Following are your remuneration details:

Components	Monthly	Annual
BASIC	25,000.00	300,000.00
HRA	12,500.00	150,000.00
SPECIAL ALLOWANCE	10,700.00	128,400.00
EMPLOYER PF SHARE	1,800.00	21,600.00
FIXED CTC	50,000.00	600,000.00
NET IN HAND	46,400.00	0.00
VARIABLE	0.00	100,000.00
FINAL CTC(FIXED CTC + VARIABLE)	0.00	700,000.00

Benefits:

Medical Policy	INR 2,00,000/- per annum (Spouse+2 Children)
Laptop	As per the Company policy
Travel Allowances	As per the Company policy
Leaves	30 working days (April-March) leaves per annum (Pro-rated leaves from the Date of Joining)
Gratuity	INR 14,430.00/- per annum (As per the Company policy)
Holidays	16 Fixed Holidays + 2 Discretionary Holidays (As per Company Policy)

- Gratuity will be paid as per the Payment of Gratuity Act, 1972 & amendments thereof.
- Your variable pay will be payable quarterly, subject to your performance.

Note:
This offer of employment is valid subject to your acceptance of the same, further to the successful completion of above formalities & your joining to the company on or before **April 01, 2021.**

On behalf of **OXYZO Financial Services Pvt Ltd.**

Authorized Signatory

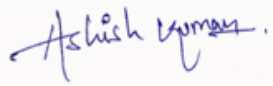

Ashish Kumar
Human Resources

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

July 30, 2021

Karan Singh Matharu
1101 Prashant Building , Panduram Naik Marg , Shivaji Park, Mahim

Mumbai

SUBJECT: APPOINTMENT LETTER

Dear Karan Singh,
Thank you for investing your time to pursue an opportunity with Schneider Electric.
With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".
You are requested to report on **September 20, 2021**. In case you do not report by this date, this appointment letter shall stand withdrawn.
The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Chennai**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum

- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE “A”.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS
The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Karan Singh Matharu, hereby authorize Eurotherm India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Eurotherm India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Eurotherm India Private Limited or for immediate discharge/termination from Eurotherm India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
Eurotherm India Private Limited

Runita Verma

Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Karan Singh Matharu Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	INR (PER ANNUM)
BASIC SALARY	272,727.00
HRA	136,363.00
SPECIAL ALLOWANCE (FBP)*	226,882.00
TOTAL CASH PER ANNUM	635,973.00
PROVIDENT FUND	32,727.00
GRATUITY	13,118.00
TOTAL FIXED COMPENSATION PER ANNUM	681,818.00
PERFORMANCE INCENTIVE TARGET	68,182.00
TOTAL COST WITH TARGET INCENTIVE PAYOUT	750,000.00

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	17277
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma

Director - TAM

Accepted by: Karan Singh

Signature: *Date:*

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

Schneider Electric Eligibility Criteria for University Hires

As specified in the job description from Schneider Electric and communicated to your college/university, our offer of employment is 'conditional' upon you clearing your final exams and meeting the Schneider Electric Eligibility Criteria for University Hires as below:

a. Securing an aggregate of 65 percent across all of your subjects;

b. No active backlogs/ subjects whose exams are yet to be cleared either because of failures in earlier attempts or absenteeism; and

c. You being able to produce a Provisional Degree Certificate as proof of completion of your Engineering Degree;

d. and any/all other requirements advised to you in your offer of employment.

Should you fail to meet such requirements at this stage or post joining, unless otherwise specifically waived by Eurotherm India Private Limited, your offer of employment shall be stand automatically revoked/canceled with no further consequences to Eurotherm India Private Limited.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the

work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **9** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive formal written communication regarding extension in your probation on or before your confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice. As part of your service agreement, you would have to serve a minimum of **2** years in The Company; failing which, you would have to pay a sum of INR 2,00,000 to The Company.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any

of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company’s Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other

than those used by the Company in the normal course of business,

- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES-

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your

employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

Your services can be terminated by giving a mandatory **three** (**3**) months Notice Period, subject to any other service conditions or service bond(s) executed by you. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the Notice Period and no leave can be adjusted against the Notice Period unless the same is approved in writing by the undersigned. The balance leave days would be subject to encashment as per the prevailing Rules of the Company. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, Company may elect to relieve the employee any time during the stipulated Notice Period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any Notice Period and shall not entertain settlements of any kind of payments or dues by the Company.On resignation you are expected to serve your full notice period, and any payment in lieu of the same can be considered only at the discretion of the management. Also in the case where employee leaves the services of the Company before completion of one year of service from the date of joining, the amounts paid to the employee towards Notice Pay paid to his previous employer as well as Relocation Expenses and Joining Bonus (if applicable) will be recovered in full from the employee.

Incase of abscondment from service, the management retain the right to initiate legal action as may be deemed appropriate.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes,

this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

6. Schneider, in the event of circumstances/ factors beyond its control, reserves the right to unilaterally add, alter, amend and/or revoke this appointment letter, the contents thereof and/or including but not limited to any of the annexures/appendices therein at any point of time. It is further clarified that such addition /alteration/amendment/ revocation, if at all, may be made at any time by Schneider irrespective of whether this appointment letter as issued originally, has been accepted by you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Eurotherm India Private Limited

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer electronically accepted by: Matharu, Karan Singh
Offer electronically accepted on: Sep 4, 2021 2:06 PM
Offer electronically accepted from: 60.254.44.180

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CIN L64200MH1986PLC041370

Ref: 818335 /1891879/NTR/Permt **Date: 30-JUN-2021**

Ms. Devyani Prabhakar Ninawe
BLOCK D, FLAT NO. 4, RAIL KUNJ
CHANDRASHEKARPUR
Bhubaneswar (ORS) - 751017
Phone No: 9885156735

Subject - Offer of Appointment

Dear **Ms. Devyani Prabhakar Ninawe,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Associate** on **U2** band**,** operating out of our **NOIDA** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 515,941 (Indian Rupees Five Lakh Fifteen Thousand Nine Hundred Forty-One** only**).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **01-Jul-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Shikha Sharma** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Vedant Monga** latest by **29-Jun-2021**.

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9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **Vedant Monga** (E-Mail: **VM00738408@TechMahindra.com**)

For Tech Mahindra Limited

Vinay Agrawal
Head-HR

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date: **01-Jul-2021**

Signature of Candidate:

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Annexure - A

NAME	**Ms Devyani Prabhakar Ninawe**
TITLE	**Business Associate**
BAND	**U2**
LOCATION	**NOIDA**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	179964
HRA (@50% OF BASIC)	125975
CONVEYANCE	
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	21596
FLEXIBLE COMPONENTS OF TFP	74373
TOTAL FIXED PAY..... (A)	**449908**
TOTAL VARIABLE PAY (TVP). ..... (B)	**49990**
TOTAL……(A)+(B)	**499898**
ADDITIONAL BENEFITS. ..... (C)	**16043**
GRATUITY	8656
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY. .....(D) = (A) + (B) + (C)	**515941**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26,400

(Contd…..)

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Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.

- For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.

- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.

- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.

- Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

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- Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

For Tech Mahindra Limited

Vinay

Vinay Agrawal
Head-HR

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Annexure – B

1) **Employment Agreement**

a) **Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) **Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) **Employee data**

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) **Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) **Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

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f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

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3. Termination of Employment

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Tech Mahindra Limited from time to time. These policies are available on Tech Mahindra Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra Limited's policies. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office

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premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : **Ms. Devyani Prabhakar Ninawe**

Signature :

Address : **BLOCK D, FLAT NO. 4, RAIL KUNJ**
CHANDRASHEKARPUR
Bhubaneswar
(ORS) - 751107

Date : **01-Jul-2021**

Place : **NOIDA**

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: **Devyani** Last Name: **Ninawe**

Gender: Male/Female **FEMALE** Date of birth (DD/MM/YYYY) : **10/04/1994** Blood Group **O +ve**

Candidate's Medical History:

Candidate's Medical Details	Yes/ No	Please provide the details
Do you have any defect or problem of vision?	**NO**	
Can you readily distinguish between the pigmentary colors?	**YES**	
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?	**NO**	
Do you have any physical deformity / handicap?	**NO**	
Do you have any congenital disorder / abnormality?	**NO**	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?	**NO**	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?	**No**	
Have you ever been disqualified on medical grounds from any previous employment opportunity?	**NO**	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?	**NO**	
Have you had any form of critical illness or operation in the last two years?	**NO**	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?	**NO**	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

NO	Heart Attack	**NO**	Diabetes
NO	High Blood Pressure	**NO**	Stroke
NO	Night Blindness	**NO**	Valve Disorders
NO	Asthma	**NO**	Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: **DEVYANI PRABHAKAR NINAWE**

Date: **01/07/2021**
(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Two** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers.

(d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.

(e) **Three** passport-sized color photographs with white background.

(f) Valid Passport
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: **Devyani Prabhakar Ninawe**

Signature:

Date: **01-JUL-2021**

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Annexure - F - Intellectual Property Assignment

Associate Name: **Devyani Prabhakar Ninawe**

Associate ID: **1891879**

Date: **01-JUL-2021**

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

_____

_____

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

   Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

   a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.
   b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
   c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad
500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Tech Mahindra Limited
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500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011
techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Executed this **01-JUL-2021**

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

(Devyani Prabhakar Ninawe)

Tech Mahindra Limited
Info city, Hi-tech City Layout
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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: **01-JUL-2021**
Dear Sir/Madam,
I **Devyani Prabhakar Ninawe** Associate Id No **1891879**

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.

Authorized Signatory (HR)

For and on Behalf Of
Tech Mahindra Limited

Vinay Agrawal
Head-HR

Signature of the Associate

Name: **Devyani Prabhakar Ninawe**

March 24, 2021

Dear Prateek Amritansh

Sub - Offer of Employment

This offer has been made in reference to the interview you had with us and furthermore to the selection process, we take great pleasure in inviting you to be an integral part of **OXYZO Financial Services Pvt Ltd.**. We are pleased to offer you employment as **"Management Trainee"** in **"Risk"** function at **Hyderabad** location**,** subject to, inter alia:

- Your date of joining is **April 01, 2021**
- Successful completion of antecedent verification
- Formal proof of acceptance of the resignation from your current employer (if applicable)
- Production of acceptable certified documentary evidence in support of your date of birth

The details of your compensation are enumerated in the enclosed annexure. The letter of appointment will be sent to you separately, which shall be subject to the completion of the above formalities.

We shall be obliged if you could kindly confirm your acceptance of the same by returning the duly signed scanned copy of this offer letter.

On behalf of **OXYZO Financial Services Pvt Ltd.**

Authorised Signatory

Ashish Kumar
Human Resources

Acknowledgment Clause

I accept the terms set out above.

Name Prateek Amritansh

Signature _____

Date 24/03/2021

Annexure "A"

Following are your remuneration details:

Components	Monthly	Annual
BASIC	25,000.00	300,000.00
HRA	12,500.00	150,000.00
SPECIAL ALLOWANCE	10,700.00	128,400.00
EMPLOYER PF SHARE	1,800.00	21,600.00
FIXED CTC	50,000.00	600,000.00
NET IN HAND	46,400.00	0.00
VARIABLE	0.00	100,000.00
FINAL CTC (FIXED CTC + VARIABLE)	0.00	700,000.00

Benefits:

Medical Policy	INR 2,00,000/- per annum (Spouse+2 Children)
Laptop	As per the Company policy
Travel Allowances	As per the Company policy
Leaves	30 working days (April-March) leaves per annum (Pro-rated leaves from the Date of Joining)
Gratuity	INR 14,430.00/- per annum (As per the Company policy)
Holidays	16 Fixed Holidays + 2 Discretionary Holidays (As per Company Policy)

- Gratuity will be paid as per the Payment of Gratuity Act, 1972 & amendments thereof.
- Your variable pay will be payable quarterly, subject to your performance.

Note:
This offer of employment is valid subject to your acceptance of the same, further to the successful completion of above formalities & your joining to the company on or before **April 01, 2021.**

On behalf of **OXYZO Financial Services Pvt Ltd.**

Authorized Signatory

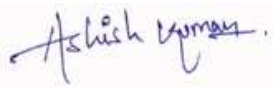

Ashish Kumar
Human Resources

STRICTLY PRIVATE & CONFIDENTIAL

July 30, 2021

Barsa Pradhan
Qr. No. - B/228, Sector -3, Nalco Township, Damanjodi

Odisha - 763008

SUBJECT: APPOINTMENT LETTER

Dear Barsa,
Thank you for investing your time to pursue an opportunity with Schneider Electric.
With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee**".
You are requested to report on **September 20, 2021**. In case you do not report by this date, this appointment letter shall stand withdrawn.
The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Chennai**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **818,182.00**/- per annum
- Target performance incentive is Rs. **81,818.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **900,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.

- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes

Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage

This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life

Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS

The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check

Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Barsa Pradhan, hereby authorize Eurotherm India Private Limited to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that Eurotherm India Private Limited will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with Eurotherm India Private Limited or for immediate discharge/termination from Eurotherm India Private Limited if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
Eurotherm India Private Limited

Runita Verma.

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Barsa Pradhan Designation:Management Trainee	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**327,273.00**
HRA	**163,636.00**
SPECIAL ALLOWANCE (FBP)*	**272,258.00**
TOTAL CASH PER ANNUM	**763,166.00**
PROVIDENT FUND	**39,273.00**
GRATUITY	**15,742.00**
TOTAL FIXED COMPENSATION PER ANNUM	**818,182.00**
PERFORMANCE INCENTIVE TARGET	**81,818.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**900,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	**MAXIMUM ALLOWABLE LIMIT (PER ANNUM)**
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	17277
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

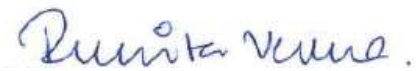

Runita Verma
Director - TAM

Accepted by: Barsa

Signature: *Date:*

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

Schneider Electric Eligibility Criteria for University Hires

As specified in the job description from Schneider Electric and communicated to your college/university, our offer of employment is 'conditional' upon you clearing your final exams and meeting the Schneider Electric Eligibility Criteria for University Hires as below:

a. Securing an aggregate of 65 percent across all of your subjects;

b. No active backlogs/ subjects whose exams are yet to be cleared either because of failures in earlier attempts or absenteeism; and

c. You being able to produce a Provisional Degree Certificate as proof of completion of your Engineering Degree;

d. and any/all other requirements advised to you in your offer of employment.

Should you fail to meet such requirements at this stage or post joining, unless otherwise specifically waived by Eurotherm India Private Limited, your offer of employment shall be stand automatically revoked/canceled with no further consequences to Eurotherm India Private Limited.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to

you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **9** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive formal written communication regarding extension in your probation on or before your confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice. As part of your service agreement, you would have to serve a minimum of **2** years in The Company; failing which, you would have to pay a sum of INR 2,00,000 to The Company.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the

Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company's Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES-

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

Your services can be terminated by giving a mandatory **three** (**3**) months Notice Period, subject to any other service conditions or service bond(s) executed by you. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the Notice Period and no leave can be adjusted against the Notice Period unless the same is approved in writing by the undersigned. The balance leave days would be subject to encashment as per the prevailing Rules of the Company. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee’s tendering the resignation, Company may elect to relieve the employee any time during the stipulated Notice Period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any Notice Period and shall not entertain settlements of any kind of payments or dues by the Company.On resignation you are expected to

serve your full notice period, and any payment in lieu of the same can be considered only at the discretion of the management. Also in the case where employee leaves the services of the Company before completion of one year of service from the date of joining, the amounts paid to the employee towards Notice Pay paid to his previous employer as well as Relocation Expenses and Joining Bonus (if applicable) will be recovered in full from the employee.

Incase of abscondment from service, the management retain the right to initiate legal action as may be deemed appropriate.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.
6. Schneider, in the event of circumstances/ factors beyond its control, reserves the right to unilaterally add, alter, amend and/or revoke this appointment letter, the contents thereof and/or including but not limited to any of the annexures/appendices therein at any point of time. It is further clarified that such addition /alteration/amendment/ revocation, if at all, may be made at any time by Schneider irrespective of whether this appointment letter as issued originally, has been accepted by you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
Eurotherm India Private Limited

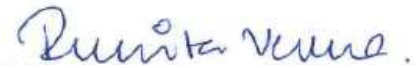

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer electronically accepted by: Pradhan, Barsa
Offer electronically accepted on: Sep 3, 2021 9:59 PM
Offer electronically accepted from: 125.16.88.170

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Vitals on the go

Date: 24th March 2021

Ms. Sakshi Goel
B- 560, A Street No 2
Majlis Park, Azadpur
Delhi - 110033
Ph : 8287040438

Sub: - Offer Letter for the position of "Management Trainee – Business Development"

Dear Sakshi,

Congratulations!

At the outset, we would like to thank you for taking part in our hiring process and congratulate you on being selected for the position of "**Management Trainee – Business Development"** with **M/s. Connected Care India Pvt. Ltd**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities as you have made a very favorable impression with people you have met, and we are pleased with the prospects of you joining us.

Your initial place of posting will be Hyderabad, and you will be reporting to Mr. Ratish Bhat (Co-Founder) or any other person designated by the management. Your date of reporting to work will be on or before **12th April 2021** failing which the offer stand withdrawn unless mutually agreed in writing.

Your annual CTC will be **INR 5,00,000/- (Rupees Five Lakhs Only).** The salary breakup is furnished in Annexure A. A detailed appointment order containing terms and conditions of employment will be issued to you on your joining.

Your employment with **M/s. Connected Care India Pvt. Ltd** will also depend on successful back ground verification and veracity of information provided by you during your selection process and onboarding.

We welcome you to be a part of Connected Care which is on the mission of "Taking Healthcare Closer to the Consumers" by leveraging IoT & Artificial Intelligence through connected care technology.

As a token of acceptance to this offer, please give us your consent through email on receipt of this letter. If you wish to discuss any detail of this offer, feel free to contact us.

Looking forward to having you on board soon!

For **Connected Care India Pvt. Ltd**.

24/03/2021

Janmejay Mohanty
Manager – Human Resources

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Annexure A

CTC Components	CTC PM (In INR)	CTC PA (In INR)
Gross Salary -A	**38,405**	**4,60,862**
Basic	20,000	2,40,000
HRA	8,000	96,000
Conveyance Allowance	1,920	23,040
Medical Allowance	1,920	23,040
Special Allowance	6,565	78,782
Contributions - B	**1,800**	**21,600**
PF - Employer Portion	1,800	21,600
Retirement Benefits - C	**962**	**11,538**
Gratuity	962	11,538
Other Benefits	**500**	**6,000**
Health Insurance	500	6,000
Total CTC	**41,667**	**5,00,000**

* Employer PF Contribution capped at 1800/- per month.
**You will be eligible for gratuity on completion of 5 years of continuous service.

The documents to be submitted at the time of Joining are listed below:

- Copy of Educational Degree Certificates from Xth till highest degree achieve
- Copy of PAN Card
- Copy of Aadhar Card
- Four Color Passport Size Photographs

24/03/2024

I accept the offer and willing to join on the above date mentioned.

Signature with date

_____
(Full Name in Block Letters)

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Date: 24th March 2021

Ms. Priyadarshini Sahu
JD -12, Jagda, Rourkela
Odisha - 769042
Ph : 7537906055

Sub: - Offer Letter for the position of "Management Trainee - Marketing"

Dear Priyadarshini,

Congratulations!

At the outset, we would like to thank you for taking part in our hiring process and congratulate you on being selected for the position of "**Management Trainee - Marketing"** with **M/s. Connected Care India Pvt. Ltd**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities as you have made a very favorable impression with people you have met, and we are pleased with the prospects of you joining us.

Your initial place of posting will be Hyderabad, and you will be reporting to Mr. Ratish Bhat (Co-Founder) or any other person designated by the management. Your date of reporting to work will be on or before **1st April 2021** failing which the offer stand withdrawn unless mutually agreed in writing.

Your annual CTC will be **INR 5,00,000/- (Rupees Five Lakhs Only).** The salary breakup is furnished in Annexure A. A detailed appointment order containing terms and conditions of employment will be issued to you on your joining.

Your employment with **M/s. Connected Care India Pvt. Ltd** will also depend on successful back ground verification and veracity of information provided by you during your selection process and onboarding.

We welcome you to be a part of Connected Care which is on the mission of "Taking Healthcare Closer to the Consumers" by leveraging IoT & Artificial Intelligence through connected care technology.

As a token of acceptance to this offer, please give us your consent through email on receipt of this letter. If you wish to discuss any detail of this offer, feel free to contact us.

Looking forward to having you on board soon!

For **Connected Care India Pvt. Ltd**.

24/03/2021

Janmejay Mohanty
Manager – Human Resources

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Vitals on the go

Annexure A

CTC Components	CTC PM (In INR)	CTC PA (In INR)
Gross Salary -A	**38,405**	**4,60,862**
Basic	20,000	2,40,000
HRA	8,000	96,000
Conveyance Allowance	1,920	23,040
Medical Allowance	1,920	23,040
Special Allowance	6,565	78,782
Contributions - B	**1,800**	**21,600**
PF - Employer Portion	1,800	21,600
Retirement Benefits - C	**962**	**11,538**
Gratuity	962	11,538
Other Benefits	**500**	**6,000**
Health Insurance	500	6,000
Total CTC	**41,667**	**5,00,000**

* Employer PF Contribution capped at 1800/- per month.
**You will be eligible for gratuity on completion of 5 years of continuous service.

The documents to be submitted at the time of Joining are listed below:

- Copy of Educational Degree Certificates from Xth till highest degree achieve
- Copy of PAN Card
- Copy of Aadhar Card
- Four Color Passport Size Photographs

I accept the offer and willing to join on the above date mentioned.

24/03/2024

Signature with date

_____
(Full Name in Block Letters)

IBS®
ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Inside Sales and BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA) - Inside Sales:

CTC: Rs. 8 LPA (Rs.5 LPA Fixed and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0626	MITALI	BDA - Inside Sales	INR 8 LPA
2	19BSPHH01C0696	NEHAL BHARTI	BDA - Inside Sales	INR 8 LPA
3	19BSPHH01C0922	RIDHIMA PANWAR	BDA - Inside Sales	INR 8 LPA
4	19BSPHH01C1206	SONIA BHOWSINKA	BDA - Inside Sales	INR 8 LPA
5	19BSPHH01C1602	SAI DEEPTHI KOSURI	BDA - Inside Sales	INR 8 LPA
6	19BSPHH01C1670	SOUMYA VERMA	BDA - Inside Sales	INR 8 LPA
7	19BSPHH01C0203	ARNAV AGARWAL	BDA	INR 10 LPA
8	19BSPHH01C0467	JAYANTH KANDALA	BDA	INR 10 LPA
9	19BSPHH01C0547	KUNAL SINGH	BDA	INR 10 LPA
10	19BSPHH01C0549	KUNJAL GARG	BDA	INR 10 LPA
11	19BSPHH01C0586	MALVIKA RAWAL	BDA	INR 10 LPA
12	19BSPHH01C0653	MRITYUNJAY	BDA	INR 10 LPA
13	19BSPHH01C1418	YASH JOSHI	BDA	INR 10 LPA
14	19BSPHH01C1464	ASTHA PANDEY	BDA	INR 10 LPA
15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016
CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

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TGPL/HR/2021-22/39

3rd July, 2021

Neha Bajaj,
IBS Hyderabad,
Donthanapally Shankarapalli Road,
Hyderabad, Telangana 501203

Dear Neha,

Sub: Offer of facility of training as Management Trainee – 2021

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager".** The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

TGPL/HR/2021-22/40

3rd July, 2021

Sharvari Bhoje,
IBS Hyderabad,
Donthanapally Shankarapalli Road,
Hyderabad, Telangana 501203

Dear Sharvari,

Sub: Offer of facility of training as Management Trainee – 2021

This has reference to your application and the interview you had with us recently. We are pleased to offer you the facility of on the job training as **"Management Trainee"** on stipend equivalent to **Rs. 5,00,000/-** (Rupees Five Lakhs Only) (Cost to Company) per annum.

The terms and conditions of the offer are as follows:

1. On successful completion of the training for a period of one year, you may be communicated in writing of confirmation of your employment in the position of **"Assistant Manager".** The same shall not be automatic and shall be subject to your successful completion of training.
2. The offer of training is provisional and subject to your passing in the final examination and obtaining post graduate degree as per eligibility criteria. This offer of training and / or your appointment is further subject to you been found medically fit by our Chief Medical Officer.
3. You will be given a detailed appointment letter on your joining and the terms and conditions set out there in shall be applicable and binding upon you.
4. Notice period for resignation from training facility is one month.
5. You will be governed by the rules and regulations of the Company.
6. Please note that during the period of facility for training you are liable to transferred to any unit / undertaking or establishment / division / department / branch / office of the company or to any other Company of Torrent Group.

Please sign and return the copy of this letter as a token of acceptance of our offer.

Your date of joining shall be intimated later.

With best wishes for a fruitful career in Torrent Gas Private Limited.

Yours faithfully
For Torrent Gas Private Limited

Dhaval C Shah
General Manager – HR

Accepted _____

Date _____

Offer for Employment

Date: 28-02-2021

To,
Mr/Ms. Sushant Sharma
Hyderabad, Telangana, India

Dear Sushant,

Sub: Letter of Offer for Employment

We are pleased to make you an offer as Management Trainee in our organization, Darwinbox Digital Solutions Private Limited (a private limited company incorporated as per Company's Act, 2013 with CIN:U74900TG2015PTC101793) with effect from 08-03-2021.

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure – B as well as Annexure C: PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT. Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment. Employment as per this offer is subject to your being medically fit.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours truly,
For Darwinbox Digital Solutions Private Limited

P. Jayant Prasad

Jayant Paleti
Director.

With the signature below, I accept this offer for employment.

Name: Sushant Sharma
Date:

Annexure A - Salary Structure:

You will be paid a total of Rs. 4,80,000 (Four Lakh Eighty Thousand Rupees) of which fixed compensation is Rs.4,00,000. Additionally, you are also eligible for a Maximum Variable Pay, based on performance which can go up to Rs.80,000 p.a. which is determined once in every 6 months based on the performance review policy of the Company.

SALARY COMPUTATION	
Components	**Per Annum**
Basic	2,00,000
House Rent Allowance	80,000
Leave and Travel Allowance	16,666
Provident Fund	21,600
Mobile and Internet Allowance	24,000
Professional Development Allowance	16,666
Special Allowance	41,068
Fixed Pay	**4,00,000**
Maximum Variable Pay	**80,000**
Total CTC	**4,80,000**

Annexure B:

1.Personal Particulars:

You will keep us informed of any change in your residential address, your family status or any other relevant particulars to ensure correspondence at any point throughout your employment and after separation. You would also let us know the name and address of your legal heir/nominee.

2.Nature of Work:

Sourcing new sales opportunities through outbound emails/cold calls/warm calls on a daily basis.
Work alongside other inside sales team members to help them reach lead targets. Routing qualified opportunities to the appropriate sales manager for closure
Ensure the updation and accuracy of data on the CRM to derive insights/data to be acted upon at any given point in time.
Stay in sync with the sales team, understand the market response and incorporate relevant feedback in the outreach process.

3.Assignment, Transfer and Deputation:

Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

4.Probation:
The company follows a policy of 6 month probation period. The company shall have the opportunity to assess the suitability of the employee's performance and the conduct (in the probation period). At any time during the Probation Period, the Company may terminate the employee's employment, on the grounds of unsuitability, without providing any working notice or payment in lieu thereof.

5.Training:
You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment.

6. Performance Reviews and Appraisal:
The Company follows a policy of bi-annual performance reviews. You will be eligible for performance-based incentives on the basis of your performance during the corresponding review period.

The Company also has a policy of annual salary appraisal based on performance. You will be eligible for a salary appraisal under this policy based solely on the performance ratings achieved during the previous performance cycle.

7.Intellectual Property Right:
If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other processes/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

8.Secrecy/Confidentiality:
You will not during the course of your employment with the company or at any time thereafter divulge or disclose to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

9. Restrain:
I. Access to Information:
Information is available on a need-to-know basis for specific groups and the information is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the company. You are bound to inform any access that you continue having to

company's information post your separation from the company that included but not limited to client data, access to all internal and external portals that are provided to facilitate your work and employment during your tenure at Darwinbox.

II. Restriction on Personal Use:
Use of company resources for personal use is strictly restricted. This includes the usage of computer resources, information, internet service, and working time of the company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of company information for personal use will result in immediate termination of employment without notice and/or legal action for a misdemeanour as deemed fit by the company. You may/may not be required to reimburse the company for any losses incurred by the company on account of personal usage of company data.

10. Security:
Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to the computer system, disabling all working stations, floppy disk drives and company-wide awareness about the need for protection of intellectual property and sensitive customer information.

11.Termination of Service:
I. You can terminate this employment by serving a notice of three months. It is the company's sole discretion to waive-off the notice period with or without the option to buyout the notice period. Incase notice period buyout is agreed by the company in lieu of shortfall of serving notice period, the employee is bound to pay an amount equal to three times his monthly gross salary.

II. On the other, the company can terminate this employment on the account of poor performance preceded by a period of 1 month under the performance improvement plan. It is the company's sole discretion to extend the performance improvement plan to an employee in lieu of which company may pay a compensation equal to 4 weeks of gross salary with immediate termination.

III. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such a case, your employment shall automatically come to an end without any notice of termination or notice pay. The company also holds the right to go for any penal actions against the employee.

IV. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein, the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

12. Appointment in Good Faith:
It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by

the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as travelling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

April 08, 2021
Ref No: Hyd/HR/R&S/OL/21/278

To
Suchita Govardhan Chukkala
114/3940, b-wing,1st floor,
Tilak nagar dharti co-op. housing society ltd,
Tilak nagar, Chembur, Mumbai,
Maharastra-400089.

Dear **Suchita,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **April 12, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable upon target achievement.

Your employment with us is contingent upon the submission of the following documents on the date of joining: -
Your Date of Joining will be on hold / postponed if you are not bringing below Original Documents at the time of joining.

1. **Originals Documents & One photocopy of**
    - **Education - SSC, Intermediate, Degree & PG (as applicable)**
    - **Employment Documents of all previous employers – Relieving Letter / Resignation acceptance/No Due Form, Latest 2 payslips, Hike Letters/Pay Revision Letter, Appointment letter, Offer Letter etc**
    - **Personal IDs – Aadhaar Card, PAN Card, UAN Card, Driving License, Voter ID & Passport etc**
2. **3 passport size colored photographs and Form 16 or Final Tax Computation sheet.**
3. **Name on PAN card & Aadhaar Card should be in the same format and Date of Birth of Aadhar should be in DD/MM/YYYY format.**
4. **Photo copy of Address Proof (Permanent address proof of any of the below is mandatory- Electricity Bill, Telephone Bill, Driving licence, Aadhar Card etc)**
5. **2-3 References preferably people that you have reported to and people who reported to you, as well your peers.**

Please note that this is only an offer letter and a formal letter of appointment will be issued to you on the day of your joining the organization. You can get in touch with the undersigned in case you need any clarifications.

We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
Regards

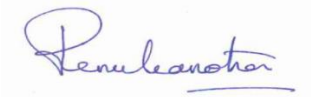

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
Madhapur, Next to BioDiversity Park,
Raidurg Village, Serilingampally Mandal,
Ranga Reddy, Telangana – 500081 India
E Mail: renu.ganotra@infor.com

SALARY STACK-UP

SALARY STACK-UP:

Salary Components	Amount (INR)
Basic (Per Month)	15000
H R A (Per Month)	6000
C P F (Per Month)	1800
Lunch (Per Month)	1100
Special Pay (Per Month)	18100
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

April 08, 2021
Ref No: Hyd/HR/R&S/OL/21/277

To
Nikita Kakkar
261, SFS flats,
phase-4, Sshok vihar, Delhi-, 110052.

Dear **Nikita,**

Further to your interview discussion, we are happy to offer you the position of **Consultant, Associate** with **"Infor (India) Private Limited"** subject to the reference check and background verification done by Infor India.

Your place of posting will be **Hyderabad,** and we expect you to join us on **April 12, 2021.**

Your Salary will be Rs. **504000**/- per annum (**Rupees Five Lakh FourThousand**) per annum and the Variable Compensation will be INR **56000**/- (**0**) per annum, payable upon target achievement.

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We request you to confirm your acceptance of the offer via e-mail, phone, fax or post. We look forward to having you on board by the date mentioned above.
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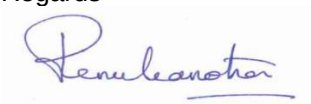

For Infor (India) Pvt Ltd
Renu Ganotra
Senior Director HR, India
The Skyview, Tower 10, Floor 4/5/6/7, Sy. No. 83/1,
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Basic (Per Month)	15000
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C P F (Per Month)	1800
Lunch (Per Month)	1100
Special Pay (Per Month)	18100
LTA (Per Annum)	0
Base Salary (Per Annum) *A	**504000**
Variable Pay @ 100% accrual per annum –B	**56000**
Total (A+B)	**560000**

Other Benefits

Leave Encashment (Per Annum)	7500
Medical Insurance (Per Annum)	33000
Gratuity (Per Annum)	10227
Total Benefits (Per Annum) *C	**50727**

Cost To Company (CTC); (A+B+C) Per Annum = INR 610727/-

*Gratuity is paid as per prevailing gratuity act.

Accepted :
Signature :
Date :

FROOTLE

FROOTLE INDIA PRIVATE LIMITED

31th March, 2021

Dear Saurabh Mishra,

With reference to your application and the interview you had with us, we are pleased to appoint you on the following terms and conditions:

1. Your appointment will be with effect from **5th April, 2021.**

2. **Designation:**
   You will be designated as **Management Trainee.**

3. **Location:**
   You will render services in **Delhi NCR.** However, your services are subject to be transferred anywhere in India or in any department, office or establishment owned or managed by the Company.

4. **Hours of Work:**
   Your working hours will be **09:30 AM to 07:30 PM** as may be applicable to your category of employee or as may be assigned to you. Whenever required, it will be necessary to work at any time, including in shifts, at the sole discretion of the management.

5. **Medical Examination:**
   This appointment is subject to your being declared medically fit by our medical advisor. At the time of joining, you may be asked to give a declaration of medical status in lieu of medical examination and no relevant information should be left out in this declaration.

6. **Remuneration:**
   Please refer to the CTC Breakup attached in the Annexure 1.

7. **Performance Incentive:**
   You will be entitled to Performance Incentive as per Company Policy. It will be decided on the basis of Individual Performance + Regional Performance + Overall Company Performance.

8. Annual Review:

At the discretion of the company, your Annual Gross Salary may be reviewed at the end of the Financial Year, subject to Individual Performance + Regional Performance + Overall Company Performance.

9. Expenses:

The Company shall reimburse authorized expenses that are incurred for business purposes, if any. The basic principle for such claim of expenses is that you should neither benefit nor lose financially as a result of the expenses incurred. The approval of such claims shall be authorized by the head of the department and needs to be accompanied by necessary of the expenditure.

10. Probation / Confirmation:

You will be confirmed on completion of 6 months. At the end of the probation period (5th October 2021), the company shall communicate to you in writing about the confirmation of your services, if overall performance is found satisfactory. However, you shall be on probation till such time you are communicated in writing about confirmation of your service. Your probation may be extended up as to a maximum period of 6 months based on confirmation appraisal.

11. Termination:

During your probation period, the appointment is terminable by giving a **One (01) Month Notice or Salary in Lieu of the notice period** by the employee. After confirmation the employee shall have the right to terminate the contract of employment by giving **Three (03) Month Notice or Salary in Lieu of the notice period.**

Your services are liable to be terminated by the employer without any notice if the cessation is due to misconduct disloyalty, act or omission involving turpitude or any act of indiscipline.

12. Amount in Lieu of Notice Pay Recovery or Joining Bonus:

In case you leave the company before completing a year, the amount paid in lieu of your notice period to your previous organization or joining bonus if any will be recoverable from you.

13. Engagement in Other Business:

Your appointment is subject to the understanding that you will not engage yourself in any other work or assignment expect with the prior consent of the company. You further agree that in case you are engaged in any other business, you will terminate all relationship with the business, active or passive before coming on board.

14. Confidentially:

You agree that the terms & conditions applying to your employment are strictly confidential. Any disclosure of these terms & conditions to third parties constitutes as a breach of your employment. However, the company may disclose the terms of your appointment as may be required under any applicable laws or regulations. You will not disclose any information regarding the affairs of the company which may come to your knowledge during the period of your service, if such disclosure is prejudicial to the interest of the Company.

15. Intellectual Property Rights:

The Copyright of any nature including idea/concept visualized, artistic/creative/intellectual work/project etc. undertaken by you or in which you may be involved during the service period shall be the sole property of the company and you will specifically give up right to the same, if any. Similarly, the works carried out by you during your employment with the company shall be treated as “work for hire” as understood in the Copyright Act 1957. Without prejudice to this understanding, you confirm that you have declared to the company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict in business of the group companies (including the company). If these interests change during the term of your employment you will promptly notify the company.

16. Non-Competence:

You agree that during the term hereof and for 6 months thereafter, you shall not directly or indirectly manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the company or its associates or related companies within India.

17. Non-Solicitation:

You shall not, within 12 months after the date of cessation of your employment with the company, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the company or appointed as a representative of the company, to join you in providing services to or be employed by any business activity in which you shall be involved.

18. Standard Code of Conduct:

The code of conduct sets out the standards of behavior expected. This shall be defined by the Management from time to time. All employees are bound by the code.

19. Safe Keeping & Return of Company Property:

You will be responsible for the safe-keeping of the company property and its return in good condition/order, which may be in your use /custody/care /charge. In the event of any loss of the company property in your possession, the company reserves the right to assess the loss and recover the damage. Upon cessation of your employment, you will return to the company, all papers, documents and any other company property that might have come into your possession during the course of your employment with the company and you will not retain any copies or extracts thereof.

20. Miscellaneous:

Your compensation constitutes an amount towards consideration that you will follow terms of engagement protecting company's business interest. Therefore, you agree that you will follow the terms of appointment as mentioned & detailed in the appointment letter.

We look forward to your joining for a long, successful and pleasant assignment.

Thanking You,

Yours Sincerely,

FROOTLE INDIA PRIVATE LIMITED N.R. MUMBAI

Nagiya

For Frootle India

Annexure 1 - CTC Breakup				
Sr. No.	**Components**	**Monthly**	**Annual**	**Remarks**
1	Basic Salary	रु 18,000.00	रु 216,000.00	NA
2	House Rent Allowance	रु 7,500.00	रु 90,000.00	NA
3	Other Allowance	रु 12,500.00	रु 150,000.00	NA
SALARY PAYSLIP: A		**रु 38,000.00**	**रु 456,000.00**	
4	Conveyance Reimbursement	रु 7,500.00	रु 90,000.00	Subject to provision of supportings and approval by the management
5	Mobile Reimbursement	रु 500.00	रु 6,000.00	Subject to provision of supportings and approval by the management
REIMBURSEMENT: B		**रु 8,000.00**	**रु 96,000.00**	
6	Territory Performance Bonus	NA	रु 54,000.00	NA
7	Individual Performance Bonus	NA	रु 50,000.00	NA
BONUSES: C			**रु 104,000.00**	
8	Training & Development	NA	रु 40,000.00	Subject to provision of supportings and approval by the management
Training & Development: D			**रु 40,000.00**	
COST TO COMPANY: E=A+B+C+D			**रु 696,000.00**	
BENEFITS				
	*Annual Bonus is contingent upon you achieving the business targets as per your KRAs and the overall performance of the Co.			
	*All reimbursements as per company policy			

FROOTLE INDIA PRIVATE LIMITED MUMBAI N. R. Magiya

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Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Inside Sales and BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA) - Inside Sales:

CTC: Rs. 8 LPA (Rs.5 LPA Fixed and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0626	MITALI	BDA - Inside Sales	INR 8 LPA
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3	19BSPHH01C0922	RIDHIMA PANWAR	BDA - Inside Sales	INR 8 LPA
4	19BSPHH01C1206	SONIA BHOWSINKA	BDA - Inside Sales	INR 8 LPA
5	19BSPHH01C1602	SAI DEEPTHI KOSURI	BDA - Inside Sales	INR 8 LPA
6	19BSPHH01C1670	SOUMYA VERMA	BDA - Inside Sales	INR 8 LPA
7	19BSPHH01C0203	ARNAV AGARWAL	BDA	INR 10 LPA
8	19BSPHH01C0467	JAYANTH KANDALA	BDA	INR 10 LPA
9	19BSPHH01C0547	KUNAL SINGH	BDA	INR 10 LPA
10	19BSPHH01C0549	KUNJAL GARG	BDA	INR 10 LPA
11	19BSPHH01C0586	MALVIKA RAWAL	BDA	INR 10 LPA
12	19BSPHH01C0653	MRITYUNJAY	BDA	INR 10 LPA
13	19BSPHH01C1418	YASH JOSHI	BDA	INR 10 LPA
14	19BSPHH01C1464	ASTHA PANDEY	BDA	INR 10 LPA
15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

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CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
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Rajith Sukhavasi <rajiths@ibsindia.org>

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Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

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Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

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Rajith Sukhavasi <rajiths@ibsindia.org>

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15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016
CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

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Coltivare

Coltivare Consultancy Services Pvt Ltd

Corporate Office : 6-3-248/H/6, Third Floor, Prashanthi Mansion, Road No. 1, Banjara Hills, Hyderabad-500 034
CIN NO. : U93000TG2013PTC087498, E-mail : info@coltivare.in, Visit us at : www.coltivare.in

31/03/2021

OFFER LETTER

To,
SAISWETA MOHANTY
CUTTACK,
ODISHA.

Dear **MS. SAISWETA MOHANTY**

Welcome you to **Coltivare**.

With reference to your application and subsequent interviews you had with us, we are pleased to make an offer of employment with **Coltivare.** You are Offered the position of **"Relationship Manager"** at a gross fixed annual CTC of **Rs 5,00,000/- (Five Lacs Rupees only).** The CTC has a fixed monthly component of Rs. 3,60,000/- pa and fixed annual component of Rs. 1,40,000/-.

However, the structure of your compensation may be altered / changed from time to time in line with the compensation policy and practices of the Company. This offer is based on your being and remaining medically fit as required under Company's policies.

Kindly send an acceptance to this offer letter in mail or written on or before **5TH APRIL 2021.** This offer is valid only up to **10TH APRIL 2021**

Your Date of Joining at Coltivare will be on or before 21ST APRIL 2021.

Your appointment will be subject to completion of all joining formalities as per company policy.

To process your joining formalities please bring below mentioned documents of your joining day.

1. 2 Passport Size Photographs
2. Original education certificates (for verification)
3. Copy of all educational certificates of qualifications claimed in the CV
4. Residential Address proof of the house/hostel residing at the time of employment
5. ID proof
6. Permanent Residence Address Proof

Request you to confirm your acceptance at the earliest and looking forward to a long and fruitful association with us.

Authorization

Coltivare Consultancy Services Pvt Ltd Hyderabad

Name: DEEPAK BANG
Designation: MANAGING DIRECTOR
Coltivare Consultancy Services Private Limited

IBS®
ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Inside Sales and BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA) - Inside Sales:

CTC: Rs. 8 LPA (Rs.5 LPA Fixed and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0626	MITALI	BDA - Inside Sales	INR 8 LPA
2	19BSPHH01C0696	NEHAL BHARTI	BDA - Inside Sales	INR 8 LPA
3	19BSPHH01C0922	RIDHIMA PANWAR	BDA - Inside Sales	INR 8 LPA
4	19BSPHH01C1206	SONIA BHOWSINKA	BDA - Inside Sales	INR 8 LPA
5	19BSPHH01C1602	SAI DEEPTHI KOSURI	BDA - Inside Sales	INR 8 LPA
6	19BSPHH01C1670	SOUMYA VERMA	BDA - Inside Sales	INR 8 LPA
7	19BSPHH01C0203	ARNAV AGARWAL	BDA	INR 10 LPA
8	19BSPHH01C0467	JAYANTH KANDALA	BDA	INR 10 LPA
9	19BSPHH01C0547	KUNAL SINGH	BDA	INR 10 LPA
10	19BSPHH01C0549	KUNJAL GARG	BDA	INR 10 LPA
11	19BSPHH01C0586	MALVIKA RAWAL	BDA	INR 10 LPA
12	19BSPHH01C0653	MRITYUNJAY	BDA	INR 10 LPA
13	19BSPHH01C1418	YASH JOSHI	BDA	INR 10 LPA
14	19BSPHH01C1464	ASTHA PANDEY	BDA	INR 10 LPA
15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Re: Offer of Employment - Analyst, Hyderabad

Chatradhar Paritala <chatradharparitala@clientassociates.com> Wed, Mar 31, 2021 at 11:22 AM
To: Bhanu Kapur <bhanukapur@clientassociates.com>
Cc: "abhrant@gmail.com" <abhrant@gmail.com>, Abhas Shukla <abhasshukla@clientassociates.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Raj,

For your defence.

Regards,
Chatradhar

On 31-Mar-2021, at 11:21, Bhanu Kapur <bhanukapur@clientassociates.com> wrote:

Dear Abhrant,

Reference to our ongoing discussions, we are pleased to make you the formal offer for the position of Analyst in the Hyderabad Practice.

Below are broad contours of the offer :

1. Your fixed compensation will be Rs. 6,00,000/- p.a. plus Gratuity.

2. You will also be eligible for the variable scheme for the Analysts as rolled out in April 2021, for the year 2021-22.

Please send us your acceptance of this offer letter along with your tentative date of joining.

Once we have that, we will get in touch with you to take care of the joining formalities.

We are excited at the prospect of you coming on-board.

Best regards,

<image003.png>

Bhanu Kapur

Director Operations, Client Associates

2nd Floor, Vatika Towers, Block B, Golf Course Road, Sector 54, Gurgaon, Haryana - 122002, India
tel +91 124 4995400-09 | fax +91 124 4995410 | mobile +91 9811503000| email bhanukapur@clientassociates.com| www.clientassociates.com

New Delhi | Gurgaon | Mumbai | Bengaluru | Kolkata | Chennai | Hyderabad

AIWMI Best Multi Family Office | 5 Times Winner of CNBC TV-18 Best Financial Advisors Award | Winner of Citywealth Asian Family Office of the Year | Ranked 2nd by Private Banker International as the Outstanding Wealth Manager for Family Office Services Globally

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image003.png
9K

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

April 7, 2021

Irene Issac
Rose Villa, plot No. 19, East Marredpally
Hyderabad,IN-500026

Dear Irene**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a People Services and Operations Data Associate within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on April 19, 2021 and you will report to Pankaj Rautela. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as People Services and Operations Data Associate has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 550,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

any fiscal year in which you do not work a full twelve months.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

HOURS OF WORK

You will be required to work for an average of 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.

PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

CONFIDENTIALITY

As an employee in full time employment with the Company, you will not, during or after the term of employment, in whole or in part, disclose any of the Company's trade secrets and confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. The obligation of confidentiality shall apply equally to any and all confidential or proprietary information of the customers/clients or associates of the Company that may be disclosed to you during the course of your employment.

PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing. If you fail to give the required notice, the Company will deduct from any monies due to you on termination an amount not exceeding the amount you would have been paid in respect to the period of notice you failed to give.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

April 7, 2021

Pridhi Gupta
Sunny Lodge, Engine Ghar, Sanjauli, Shimla - HP
Shimla, IN-171006

Dear Pridhi**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a People Services and Operations Data Associate within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on April 19, 2021 and you will report to Pankaj Rautela. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as People Services and Operations Data Associate has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 550,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

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In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

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The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

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PROBATION

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OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

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You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

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ACCEPTANCE OF OUR OFFER

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Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

Blue Star Limited
Blue Star House, 9A
Ghatkopar Link Road, Sakki Naka,
Mumbai 400 072, India
T +91 22 6665 4000
F +91 22 6665 4004
www.bluestarindia.com

March 31, 2021

Mr. Anupama Dudhabale
IBS, Hyderabad

Dear **Anupama**

This has reference to your interviews for the position of Management Trainee in Blue Star.

You are now requested to join us on . Your 'Campus-to-Corporate' induction plan titled 'Aarambh' along with the office you need to report to on the said date will be intimated to you shortly. At the time of joining, you will be required to produce the following original certificates for verification along with a photocopy for our records.

1. Secondary School Leaving Certificate for proof of age
2. 10th Grade Mark sheet and Passing Certificate
3. Graduation Certificate
4. Mark sheets and Passing Certificate
5. A copy of PAN and Aadhaar Cards
6. Residence Proof
7. Bank A/C details (canceled cheque)

Your CTC will be INR. 5.88 Lakhs per annum plus the variable pay as will be announced in the related scheme during the year.

You are requested to complete pre-employment medical health checkup at your nearest lab of (tests as per the list attached) before 5th April 2021 and mail it to us along with fitness certificate in a zip file named "your name".

The expenses incurred for the same will be reimbursed subject to a maximum of 1250 INR. Please bring the original bill on the day of onboarding.

The terms and conditions of your appointment will be incorporated in the contract of employment, which we will execute with you on your joining our organization.

We welcome you to Blue Star once again and look forward to a mutually satisfying association.

Regards,

BLUE STAR LIMITED

Sangeeta Parameswaran
Deputy General Manager - Human Resources

I hereby accept the above mentioned the terms and conditions and confirm that I shall report for work on or before 5 th April 2021

Signature: Anupama D. Date: 31/03/2021

EzeSoftware India Private Limited (CIN – U72200TG2015FTC098621)
Level 4, Phase 2.3, Sy No. 115 (Part)
WaveRock TSIIC IT/ITES SEZ
Nanakramguda, Serilingampally
Hyderabad - 500008, Telangana, India
T +91 4067505700 | Info.India@ezesoft.com
www.ezesoft.com

OFFER OF EMPLOYMENT

Ms. Lahari Priya Jarugumalli **Date: April 21, 2021**

Re: Employment Offer

Dear Lahari Priya Jarugumalli

We are pleased to confirm our offer of employment with EzeSoftware India Private Limited **(**the **"Company")** and look forward to having you joining our organisation. Your position title will be **Associate Systems Analyst**, reporting to your line manager. The office is located at Level 4, Phase 2.3, Sy No. 115 (Part) WaveRock TSIIC IT/ITES SEZ Nanakramguda, Serilingampally, Hyderabad – 500008, Telangana, India. Your detailed duties and responsibilities will be discussed with you subsequent to your joining the Company.

Should you accept this offer, your employment will commence on **April 26, 2021**. The first three months will be treated as a probationary period.

Salary and Benefits

Your total Cost to the Company at the commencement of your employment with the Company will be **INR 502,320 /- (Rupees Five Lakhs Two Thousand Three Hundred and Twenty Only**) per annum subject to an annual review and an annual discretionary bonus. You will be paid salary on a monthly basis, in arrears, after statutory and tax deductions at source. This lump sum amount will be allocated between basic salary, allowances and contributions as per company policy.

Orientation
On your joining you will be scheduled to participate in the Company's employee orientation program.

Background Investigation
By signing this offer letter, you are verifying that the information you provided both verbally and, on the resume, /application form as well as on the Background Investigation, Information and Consent Form is complete and accurate. You understand that a false statement may disqualify you from employment or cause your subsequent discharge if you are employed by the Company.

As an employee of the **Company** it is likely that you will become knowledgeable about confidential and/or proprietary information relating to the operations, services and clients of the Company. Therefore, to protect the interest of all parties, the **Company** requires all employees to sign the Proprietary Rights Agreement] and to abide by this and the Company's other policies.

If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter, within the next five days, after which this offer will lapse. Your full contract of employment with the Proprietary Rights Agreement will be issued in due course.

This offer is subject to satisfactory completion of your reference and background check prior to your agreed upon start date.

We look forward to you joining us and we hope that you will find your employment with us challenging and rewarding. We look forward to hearing from you soon.

Kind regards,
For EzeSoftware India Private Limited

Sincerely,

K. Nitya Nivali
Director - HR

I accept this offer of employment with EzeSoftware India Private Limited and agree to the terms and conditions outlined in this letter, subject to the Contract of Employment with the Proprietary Rights Agreement.

_____
Signature

SS&C | EZE

ANNEXURE – A

Compensation Structure			
S. No	**Pay Component**	**Annual (INR)**	**Monthly (INR)**
1	Basic Pay	186,000	15,500
2	HRA	93,000	7,750
3	Statutory Bonus	15,494	1,291
4	Special Pay	170,506	14,209
Gross Salary		**465,000**	**38,750**
5	Food Coupons	15,000	1,250
6	Employer contribution to PF	22,320	1,860
CTC		**502,320**	**41,860**
Benefits	➢ Employees are entitled to receive Gratuity in accordance with the provisions of Payment of Gratuity Act, 1972. ➢ Employees are enrolled in the Company's group insurance benefits. • Group Medical Insurance • Group Personal Accident Insurance • Group Term Life Insurance		

EzeSoftware India Private Limited (CIN – U72200TG2015FTC098621)
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Hyderabad - 500008, Telangana, India
T +91 4067505700 | Info.India@ezesoft.com
www.ezesoft.com

OFFER OF EMPLOYMENT

Ms. Charitha Chowdari **Date: April 21, 2021**

Re: Employment Offer

Dear Charitha Chowdari

We are pleased to confirm our offer of employment with EzeSoftware India Private Limited **(**the **"Company")** and look forward to having you joining our organisation. Your position title will be **Associate Engagement Specialist**, reporting to your line manager. The office is located at Level 4, Phase 2.3, Sy No. 115 (Part) WaveRock TSIIC IT/ITES SEZ Nanakramguda, Serilingampally, Hyderabad – 500008, Telangana, India. Your detailed duties and responsibilities will be discussed with you subsequent to your joining the Company.

Should you accept this offer, your employment will commence on **April 26, 2021**. The first three months will be treated as a probationary period.

Salary and Benefits

Your total Cost to the Company at the commencement of your employment with the Company will be **INR 502,320 /- (Rupees Five Lakhs Two Thousand Three Hundred and Twenty Only**) per annum subject to an annual review and an annual discretionary bonus. You will be paid salary on a monthly basis, in arrears, after statutory and tax deductions at source. This lump sum amount will be allocated between basic salary, allowances and contributions as per company policy.

Orientation
On your joining you will be scheduled to participate in the Company's employee orientation program.

Background Investigation
By signing this offer letter, you are verifying that the information you provided both verbally and, on the resume, /application form as well as on the Background Investigation, Information and Consent Form is complete and accurate. You understand that a false statement may disqualify you from employment or cause your subsequent discharge if you are employed by the Company.

As an employee of the **Company** it is likely that you will become knowledgeable about confidential and/or proprietary information relating to the operations, services and clients of the Company. Therefore, to protect the interest of all parties, the **Company** requires all employees to sign the Proprietary Rights Agreement] and to abide by this and the Company's other policies.

If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter, within the next five days, after which this offer will lapse. Your full contract of employment with the Proprietary Rights Agreement will be issued in due course.

This offer is subject to satisfactory completion of your reference and background check prior to your agreed upon start date.

We look forward to you joining us and we hope that you will find your employment with us challenging and rewarding. We look forward to hearing from you soon.

Kind regards,
For EzeSoftware India Private Limited

Sincerely,

K. Nitya Nivali
Director - HR

I accept this offer of employment with EzeSoftware India Private Limited and agree to the terms and conditions outlined in this letter, subject to the Contract of Employment with the Proprietary Rights Agreement.

_____
Signature

SS&C | EZE

ANNEXURE – A

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Gross Salary		**465,000**	**38,750**
5	Food Coupons	15,000	1,250
6	Employer contribution to PF	22,320	1,860
CTC		**502,320**	**41,860**
Benefits	➢ Employees are entitled to receive Gratuity in accordance with the provisions of Payment of Gratuity Act, 1972. ➢ Employees are enrolled in the Company's group insurance benefits. • Group Medical Insurance • Group Personal Accident Insurance • Group Term Life Insurance		

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T +91 4067505700 | Info.India@ezesoft.com
www.ezesoft.com

OFFER OF EMPLOYMENT

Mr. Sandeep Reddy Karumudi **Date: April 21, 2021**

Re: Employment Offer

Dear Sandeep Reddy Karumudi

We are pleased to confirm our offer of employment with EzeSoftware India Private Limited **(**the **"Company")** and look forward to having you joining our organisation. Your position title will be **Associate Systems Analyst**, reporting to your line manager. The office is located at Level 4, Phase 2.3, Sy No. 115 (Part) WaveRock TSIIC IT/ITES SEZ Nanakramguda, Serilingampally, Hyderabad – 500008, Telangana, India. Your detailed duties and responsibilities will be discussed with you subsequent to your joining the Company.

Should you accept this offer, your employment will commence on **April 26, 2021**. The first three months will be treated as a probationary period.

Salary and Benefits

Your total Cost to the Company at the commencement of your employment with the Company will be **INR 502,320 /- (Rupees Five Lakhs Two Thousand Three Hundred and Twenty Only**) per annum subject to an annual review and an annual discretionary bonus. You will be paid salary on a monthly basis, in arrears, after statutory and tax deductions at source. This lump sum amount will be allocated between basic salary, allowances and contributions as per company policy.

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On your joining you will be scheduled to participate in the Company's employee orientation program.

Background Investigation
By signing this offer letter, you are verifying that the information you provided both verbally and, on the resume, /application form as well as on the Background Investigation, Information and Consent Form is complete and accurate. You understand that a false statement may disqualify you from employment or cause your subsequent discharge if you are employed by the Company.

As an employee of the **Company** it is likely that you will become knowledgeable about confidential and/or proprietary information relating to the operations, services and clients of the Company. Therefore, to protect the interest of all parties, the **Company** requires all employees to sign the Proprietary Rights Agreement] and to abide by this and the Company's other policies.

If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter, within the next five days, after which this offer will lapse. Your full contract of employment with the Proprietary Rights Agreement will be issued in due course.

This offer is subject to satisfactory completion of your reference and background check prior to your agreed upon start date.

We look forward to you joining us and we hope that you will find your employment with us challenging and rewarding. We look forward to hearing from you soon.

Kind regards,
For EzeSoftware India Private Limited

Sincerely,

K. Nitya Nivali
Director - HR

I accept this offer of employment with EzeSoftware India Private Limited and agree to the terms and conditions outlined in this letter, subject to the Contract of Employment with the Proprietary Rights Agreement.

_____
Signature

SS&C | EZE

ANNEXURE – A

Compensation Structure			
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CTC		**502,320**	**41,860**
Benefits	➢ Employees are entitled to receive Gratuity in accordance with the provisions of Payment of Gratuity Act, 1972. ➢ Employees are enrolled in the Company's group insurance benefits. • Group Medical Insurance • Group Personal Accident Insurance • Group Term Life Insurance		

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www.ezesoft.com

OFFER OF EMPLOYMENT

Mr. Krishna Mohan Reddy Kaveli **Date: April 21, 2021**

Re: Employment Offer

Dear Krishna Mohan Reddy Kaveli

We are pleased to confirm our offer of employment with EzeSoftware India Private Limited **(**the **"Company")** and look forward to having you joining our organisation. Your position title will be **Associate Systems Analyst**, reporting to your line manager. The office is located at Level 4, Phase 2.3, Sy No. 115 (Part) WaveRock TSIIC IT/ITES SEZ Nanakramguda, Serilingampally, Hyderabad – 500008, Telangana, India. Your detailed duties and responsibilities will be discussed with you subsequent to your joining the Company.

Should you accept this offer, your employment will commence on **April 26, 2021**. The first three months will be treated as a probationary period.

Salary and Benefits

Your total Cost to the Company at the commencement of your employment with the Company will be **INR 502,320 /- (Rupees Five Lakhs Two Thousand Three Hundred and Twenty Only**) per annum subject to an annual review and an annual discretionary bonus. You will be paid salary on a monthly basis, in arrears, after statutory and tax deductions at source. This lump sum amount will be allocated between basic salary, allowances and contributions as per company policy.

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As an employee of the **Company** it is likely that you will become knowledgeable about confidential and/or proprietary information relating to the operations, services and clients of the Company. Therefore, to protect the interest of all parties, the **Company** requires all employees to sign the Proprietary Rights Agreement] and to abide by this and the Company's other policies.

If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter, within the next five days, after which this offer will lapse. Your full contract of employment with the Proprietary Rights Agreement will be issued in due course.

This offer is subject to satisfactory completion of your reference and background check prior to your agreed upon start date.

We look forward to you joining us and we hope that you will find your employment with us challenging and rewarding. We look forward to hearing from you soon.

Kind regards,
For EzeSoftware India Private Limited

Sincerely,

K. Nitya Nivali
Director - HR

I accept this offer of employment with EzeSoftware India Private Limited and agree to the terms and conditions outlined in this letter, subject to the Contract of Employment with the Proprietary Rights Agreement.

_____
Signature

SS&C | EZE

ANNEXURE – A

Compensation Structure			
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Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Inside Sales and BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA) - Inside Sales:

CTC: Rs. 8 LPA (Rs.5 LPA Fixed and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0626	MITALI	BDA - Inside Sales	INR 8 LPA
2	19BSPHH01C0696	NEHAL BHARTI	BDA - Inside Sales	INR 8 LPA
3	19BSPHH01C0922	RIDHIMA PANWAR	BDA - Inside Sales	INR 8 LPA
4	19BSPHH01C1206	SONIA BHOWSINKA	BDA - Inside Sales	INR 8 LPA
5	19BSPHH01C1602	SAI DEEPTHI KOSURI	BDA - Inside Sales	INR 8 LPA
6	19BSPHH01C1670	SOUMYA VERMA	BDA - Inside Sales	INR 8 LPA
7	19BSPHH01C0203	ARNAV AGARWAL	BDA	INR 10 LPA
8	19BSPHH01C0467	JAYANTH KANDALA	BDA	INR 10 LPA
9	19BSPHH01C0547	KUNAL SINGH	BDA	INR 10 LPA
10	19BSPHH01C0549	KUNJAL GARG	BDA	INR 10 LPA
11	19BSPHH01C0586	MALVIKA RAWAL	BDA	INR 10 LPA
12	19BSPHH01C0653	MRITYUNJAY	BDA	INR 10 LPA
13	19BSPHH01C1418	YASH JOSHI	BDA	INR 10 LPA
14	19BSPHH01C1464	ASTHA PANDEY	BDA	INR 10 LPA
15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016
CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

Please consider the environment before printing this mail

The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

MTX IT CONSULTING SERVICES PRIVATE LIMITED
Level 9, Unit 2A-2, Octave, Knowledge City, Hitech City, Hyderabad 500081

April 5, 2021

Kritika Pandey
ICFAI

Re: Offer of Employment

Dear Kritika ,

We are pleased to offer you the position of a **People Operations Associate,** at MTX IT Consulting Services Private Limited ("MTX"). You will report to the **People Office**. This position is located in **Hyderabad**, India**.** Your date of joining will be **May 10, 2021**. Should you accept this offer, please notify us in writing via email within 7 days.

Below are your compensation details and breakup along with additional benefits:

Salary Structure		
Computation	**Yearly**	**Monthly**
Basic (50%of CTC)	325,000	27,083
HRA	130,000	10,833
Telephone Allowance	60,000	5,000
Leave Travel Allowance	16,250	1,354
Employer PF	39,000	3,250
Special allowance	79,750	6,646
Total	**650,000**	**54,167**

As an employee of MTX, you will also be eligible for additional benefits:

1. Group Medical Insurance (Family Floater Plan - Self + Spouse + 2 Dependent Children)
    a. Sum Insured: INR 5,00,000/-
    b. Maternity cover upto two children
    c. Inclusive of COVID-19 Coverage
    d. Cashless & Reimbursement facility
    e. Access to free online doctor consultation

2. Personal Accident Policy (Disability Insurance) -
    - Sum Insured: INR. 25,00,000/- Per Employee
    - Accidental Death and Permanent Total Disability is covered up to 100% of Sum Insured
    - Permanent Partial Disability is covered as per the scale of benefits decided by the Insurer
    - Temporary Total Disability is covered

3. An option of Paytm Food Wallet (up to Rs. 2500) as a tax saver benefit
4. Monthly Internet Reimbursement of upto Rs. 1,000
5. Opportunity to pursue Executive Programs/ courses at top universities globally

6. Professional Development opportunities through various MTX sponsored certifications on multiple technology stacks including Salesforce, Google Cloud, Amazon & others

It is understood that your employment is voluntary and treated as 'at-will'. Welcome to MTX, we are excited to work closely with you going forward. Please feel free to reach out to us with any questions.

*Note: This offer is intended for **Kritika Pandey** only. If there is any suspicion of fraud, MTX IT Consulting Services Private Limited has the right to revoke this offer immediately.*

Sincerely,

Manish Kumar (Chief Innovation Officer)
Managing Director
MTX IT Consulting Services Private Limited

MTX IT CONSULTING SERVICES PRIVATE LIMITED
Level 9, Unit 2A-2, Octave, Knowledge City, Hitech City, Hyderabad 500081

April 5, 2021

Veeravalli Shanmugam
ICFAI

Re: Offer of Employment

Dear Veeravalli,

We are pleased to offer you the position of a **People Operations Associate,** at MTX IT Consulting Services Private Limited ("MTX"). You will report to the **People Office**. This position is located in **Hyderabad**, India**.** Your date of joining will be **May 10, 2021**. Should you accept this offer, please notify us in writing via email within 7 days.

Below are your compensation details and breakup along with additional benefits:

Salary Structure		
Computation	**Yearly**	**Monthly**
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Special allowance	79,750	6,646
Total	**650,000**	**54,167**

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1. Group Medical Insurance (Family Floater Plan - Self + Spouse + 2 Dependent Children)
    a. Sum Insured: INR 5,00,000/-
    b. Maternity cover upto two children
    c. Inclusive of COVID-19 Coverage
    d. Cashless & Reimbursement facility
    e. Access to free online doctor consultation

2. Personal Accident Policy (Disability Insurance) -
    - Sum Insured: INR. 25,00,000/- Per Employee
    - Accidental Death and Permanent Total Disability is covered up to 100% of Sum Insured
    - Permanent Partial Disability is covered as per the scale of benefits decided by the Insurer
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6. Professional Development opportunities through various MTX sponsored certifications on multiple technology stacks including Salesforce, Google Cloud, Amazon & others

It is understood that your employment is voluntary and treated as 'at-will'. Welcome to MTX, we are excited to work closely with you going forward. Please feel free to reach out to us with any questions.

*Note: This offer is intended for **Veeravalli Shanmugam** only. If there is any suspicion of fraud, MTX IT Consulting Services Private Limited has the right to revoke this offer immediately.*

Sincerely,

Manish Kumar (Chief Innovation Officer)
Managing Director
MTX IT Consulting Services Private Limited

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Rajith Sukhavasi <rajiths@ibsindia.org>

Additional resumes for RA requirement.

Anisha Agarwal <anisha.agarwal@byjus.com> Tue, Apr 20, 2021 at 5:33 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Gokul S <gokul.s@byjus.com>

Hi,

PFB list of final select for Recruitment Associate profile.

Candidate Name	Candidate Email ID	Candidate Contact Number	Date of Joining	CTC
AISHWARYA NAIR	aishwarya.nair0515@gm	8108251460	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Anandita Hazra	anandita.hazra19@ibsinc	8903320138	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Harneet Kaur	harneetkalsi6@gmail.con	9915080763	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Mariya Peeyus kottam	mariyapeeyusk@gmail.c	8589028672	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Pranjali Mahajan	pranjalimahajan98@gma	9130963335	9th April	INR (4 LPA Fixed + 2 LPA Variable)
William Carey Gurindapalli	williamcarey0709@yahoo	9908994452	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Samvedi Shrikhande	samvedi.shrikhande@gm	8208458229	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Diksha Tomar.	diksha.tomar19@ibsindia	9870470419	9th April	INR (4 LPA Fixed + 2 LPA Variable)
RAJAT SHARMA	sharmaaa.rajat@gmail.c	8126961979	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Pratikshya Nayak	Pratikshyanayak42@gma	9.44E+09	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Sanghita Dutta	sanghitadutta4@gmail.com	7003836198	7th May	INR (4 LPA Fixed + 2 LPA Variable)

Warm Regards,

Anisha Agarwal

Byju's (Think & Learn Pvt. Ltd)

Winner of Deloitte Tech Fast 50 India & Fast 500 Asia(2012-2015)

Winner of VC Circle Award-Education Company of the Year (2016)

Winner of CNBC TV18 Crisil Emerging India Award for Education

India's Most Loved Learning Company with 7.2 Lakh+ likes on Facebook

Mail me: anisha.agarwal@byjus.com

Follow us- youtube.com/byjusclasses

Visit us- byjus.com

[Quoted text hidden]

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Gmail

Ayush Shrivastava <ayush.shrivastava2996@gmail.com>

Employment offer << Business Research Analyst>>

2 messages

Syed Jaleeluddin Aijaz <saijaz@aldrichcap.com> Wed, Apr 7, 2021 at 2:09 PM
To: "ayush.shrivastava2996@gmail.com" <ayush.shrivastava2996@gmail.com>
Cc: Sadeed Zeeshan <msadeed@aldrichcap.com>

Hello Aysuh,

Further to your interest in employment with us, and the subsequent selection process, Aldrich Capital Partner is pleased to extend the offer as follows.

Designation: Business Research Analyst
Date of Joining: TBD
Time: 11:30 AM

Total Gross CTC : Rs. 6, 80, 008.00 (Rupees Six Lakhs Eighty Thousand Eight only). Please see the appended breakup.

Contact Person: Sadeed # 9533739933/ Jaleel # 9985256801

We are confident that you will find working with the COMPANY a rich and rewarding experience. We look forward to having a long and mutually beneficial association. This offer is contingent upon the completion of necessary formalities with our Human Resources Department and your signing of the agreement of Employment.

This Offer is valid till 9th April 2021 and will expire if not accepted by then. The monitory package above reflects our discussion, and it is not an official or final offer. The final offer will only be released based on the following.

once you acknowledge within the next 36 hours (i.e. by/before 9th April 2021).

Please reply with your acceptance at the earliest to grab this opportunity. If you have any concerns and questions, let us know

SALARY BREAK UP		
Particulars	**Per Month (INR)**	**Per Annum (INR)**
Basic	18614.00	223368.00
HRA	7446.00	89352.00
Conveyance	1600.00	19200.00
Medical Reimbursement	1250.00	15000.00
Special Allowance	14624.00	175488.00
Travel Allowance (In lieu of Cab)	3000.00	36000.00
Gross Salary	**46534.00**	**558408.00**
***PF Employer**	1800.00	21600.00
***ESI Employer**	0.00	0.00
Performance Fixed Pay	0.00	100000.00
Gross CTC	**48334.00**	**680008.00**
Deductions		

Prof. Tax	200.00	2400.00
***ESI Employee**	0.00	0.00
***PF Employee**	1800.00	21600.00
Net Salary	**44534.00**	**534408.00**
Other Benefits		
****Medical Insurance**	600.00	7200.00
*****Earned Leaves Encashment**	500.00	6004.00
#Gratuity	895.00	10739.00
Total Annual Package	**58663.00**	**703951.00**

* PF & ESI are the statutory benefits provided by the company. The company deposits the benefit money with respective Central Government Offices.

Performance Fixed pay would be paid after completion of a year on subject to successful completion of objectives.

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I accept the offer.
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Rajith Sukhavasi <rajiths@ibsindia.org>

Additional resumes for RA requirement.

Anisha Agarwal <anisha.agarwal@byjus.com> Tue, Apr 20, 2021 at 5:33 PM
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Sanghita Dutta	sanghitadutta4@gmail.com	7003836198	7th May	INR (4 LPA Fixed + 2 LPA Variable)

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Anisha Agarwal

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IBS®
ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Additional resumes for RA requirement.

Anisha Agarwal <anisha.agarwal@byjus.com> Tue, Apr 20, 2021 at 5:33 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Gokul S <gokul.s@byjus.com>

Hi,

PFB list of final select for Recruitment Associate profile.

Candidate Name	Candidate Email ID	Candidate Contact Number	Date of Joining	CTC
AISHWARYA NAIR	aishwarya.nair0515@gm	8108251460	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Anandita Hazra	anandita.hazra19@ibsinc	8903320138	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Harneet Kaur	harneetkalsi6@gmail.con	9915080763	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Mariya Peeyus kottam	mariyapeeyusk@gmail.c	8589028672	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Pranjali Mahajan	pranjalimahajan98@gma	9130963335	9th April	INR (4 LPA Fixed + 2 LPA Variable)
William Carey Gurindapalli	williamcarey0709@yahoo	9908994452	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Samvedi Shrikhande	samvedi.shrikhande@gm	8208458229	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Diksha Tomar.	diksha.tomar19@ibsindia	9870470419	9th April	INR (4 LPA Fixed + 2 LPA Variable)
RAJAT SHARMA	sharmaaa.rajat@gmail.c	8126961979	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Pratikshya Nayak	Pratikshyanayak42@gma	9.44E+09	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Sanghita Dutta	sanghitadutta4@gmail.com	7003836198	7th May	INR (4 LPA Fixed + 2 LPA Variable)

Warm Regards,

Anisha Agarwal

Byju's (Think & Learn Pvt. Ltd)

Winner of Deloitte Tech Fast 50 India & Fast 500 Asia(2012-2015)

Winner of VC Circle Award-Education Company of the Year (2016)

Winner of CNBC TV18 Crisil Emerging India Award for Education

India's Most Loved Learning Company with 7.2 Lakh+ likes on Facebook

Mail me: anisha.agarwal@byjus.com

Follow us- youtube.com/byjusclasses

Visit us- byjus.com

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Raj Kishore Nayak <rajkishore@ibsindia.org>

IBS Hyderabad

Archana Manne <archana.manne@locuz.com> Sat, Apr 3, 2021 at 1:23 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Mr.Rajkishore,

Thank you the swift coordination and facilitating us with the off line campus interview at our office .

Happy to confirm you that we have selected Manohar Sai.

And we expect him to join by 7th April 2021

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LOCUZ ENTERPRISE SOLUTIONS LIMITED

Employee ID #	5
Name of the Associate :	Manohar Sai, IBS
Department:	Cloud
Designation :	Sales Specialist & Inside Sales Specialist
Band :	B
Grade:	B1
Branch :	Hyderabad
Gross Pay :	449800
CTC:	650000
With Effect From :	7th April 2021

COMPENSATION STRUCTURE

S.No	Vehicle of Pay	Monthly	Annualised	Conditions for claiming deductions/exemptions in Income Tax
	FIXED PAY			
1	Basic Pay	21001	252012	
2	House Rent Allowance (HRA)	8400	100805	Tax exemption subject to submission House Rent Receipts
3	Conveyance Allowance	0	0	Part of Standard Deduction
4	Medical Allowance	0	0	Part of Standard Deduction
5	Food Coupons	2600	31200	Tax exemption upto Rs. 31200/- @ Rs. 100 per working day
6	Leave Travel Allowance	3500	42002	Tax exemption subject to submission of Travel Tickets. Eligibility Basic pm *2
7	Special Allowance	1982	23781	
	TOTAL FIXED PAY	37483	449800	

Monthly Fixed Figure =	37483
Less:- Provident Fund =	1800
Less:- ESI =	0
Profession Tax (Approx) =	200
Take Home =	35483

Please Note that Income Tax deduction has not been included as it varies from person to person based on investments & other exemptions.

VARIABLE PAY

	Performance Bonus	162500	Paid based on performance of set KRA's
	ANNUAL GROSS COMPENSATION	612300	Total Fixed Pay+Total Vairable Pay

BENEFITS PACKAGE

1	Provident Fund Contribution	21600	Maxium contribution upto Rs 21600/- only
2	Gratuity	10501	See HR Policy
3	Group Accident Insurance	600	Coverage Upto 10 Lacs
4	Hospitalisation Insurance Premium	5000	Family Floating Scheme: One lakh towards hospitalisation expenses for Self & spouse and two children
5	Employee State Insurance (ESI)	- 0	
		37701	
	ANNUAL EMPLOYEE TOTAL COST	650000	Total Fixed Pay+Total Vairable Pay+Benefits

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

6 July 2021

PRIVATE & CONFIDENTIAL

Ms. Ankita Indra Mohan Pandey

Dear Ankita,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Aligned IB Department, and you will report to Purushotham, Authorized Officer, Group Finance Aligned IB, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 2 August 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

UBS

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Mumbai to Hyderabad, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

UBS

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for

compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative

authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

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22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

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25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

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32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Ankita Indra Mohan Pandey**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

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Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

25 May 2021

PRIVATE & CONFIDENTIAL

Ms. Kirti Grover

Dear Kirti,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Corporate Department, and you will report to Jayasankar Perla, Director, Group Finance Corporate, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 21 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

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(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Sitarganj to Hyderabad, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or

remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide,

proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

UBS

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

UBS

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;

(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and

(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Hyderabad.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Kirti Grover**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

9 June 2021

PRIVATE & CONFIDENTIAL

Ms. Prashi Manglani

Dear Prashi,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Aligned IB Department, and you will report to Retvic Bisaria, Director, Group Finance Aligned IB, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 5 July 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

UBS

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Agra to Hyderabad, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

UBS

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for

compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative

authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

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22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

UBS

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

UBS

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Prashi Manglani**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

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Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

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Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
(CIN: U74999PN2015FTC157258)
Unit 501,601,701,801,901,
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Yerwada, Samrat Ashok Path,
Pune 411006, Maharashtra, India
Tel: +91-20-67421500
www.ubs.com

27 May 2021

PRIVATE & CONFIDENTIAL

Ms. Prerna Rajput

Dear Prerna,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Financial Reporting Specialist in our Group Finance Aligned GF Department, and you will report to Akhilsingh Patil, Director, Group Finance Aligned GF, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 21 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or
(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Pune, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 <u>Shift Allowance</u>

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 <u>Discretionary Performance Incentive</u>

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of

calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Chandigarh to Pune, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:

(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or

unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your

employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect,

perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

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22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

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25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

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32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Prerna Rajput**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

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Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

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Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
(CIN: U74999PN2015FTC157258)
Unit 501,601,701,801,901,
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Yerwada, Samrat Ashok Path,
Pune 411006, Maharashtra, India
Tel: +91-20-67421500
www.ubs.com

26 May 2021

PRIVATE & CONFIDENTIAL

Ms. Sanskriti Sinha

Dear Sanskriti,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Corporate Department, and you will report to Binny Jaiswal, Director, Group Finance Corporate, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 21 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or
(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Pune, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 0 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

UBS

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Lucknow to Pune, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or

require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any

form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

UBS

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

UBS

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;

(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and

(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Sanskriti Sinha**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

3 June 2021

PRIVATE & CONFIDENTIAL

Ms. Surbhi Tiwari

Dear Surbhi,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Aligned IB Department, and you will report to Pradyot Prabhakar, Associate Director, Group Finance Aligned IB, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 5 July 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

UBS

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Meerut to Hyderabad , you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

UBS

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for

compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative

authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

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22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

UBS

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

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32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Hyderabad.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Surbhi Tiwari**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

26 May 2021

PRIVATE & CONFIDENTIAL

Mr. Ujjwal Kayal

Dear Ujjwal,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Aligned IB Department, and you will report to Sai Kiran, Associate Director, Group Finance Aligned IB, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 14 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

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9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Raniganj To Hyderabad , you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or

require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any

form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

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20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

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You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;

(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and

(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Hyderabad.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Ujjwal Kayal**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

2 June 2021

PRIVATE & CONFIDENTIAL

Mr. Nimesh Jain

Dear Nimesh,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Corporate Department, and you will report to Jayasankar Perla, Director, Group Finance Corporate, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 21 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

UBS

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Meerut to Hyderabad , you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

UBS

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for

compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative

authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

UBS

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

UBS

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;

(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and

(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Hyderabad.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Nimesh Jain**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

11 August 2021

PRIVATE & CONFIDENTIAL

Mr. Vikram Chaudhary

Dear Vikram,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Finance Analyst in our Group Finance Aligned IB Department, and you will report to Sai Kiran, Associate Director, Group Finance Aligned IB, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 30 August 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

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7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

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9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Ahmedabad to Hyderabad, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(e) causing damage to the property of the Firm; and/or
(f) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

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14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for

compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative

authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

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22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

UBS

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

UBS

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Vikram Chaudhary**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

2 June 2021

PRIVATE & CONFIDENTIAL

Mr. Anubhav Jain

Dear Anubhav,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Business Risk Manager in our Group Finance Corporate Department, and you will report to Binny Jaiswal, Director, Group Finance Corporate, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 21 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or
(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of

calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Chandigarh to Hyderabad, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:

(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative

authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

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22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

UBS

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

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32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Hyderabad.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Anubhav Jain**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

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Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

EzeSoftware India Private Limited (CIN – U72200TG2015FTC098621)
Level 4, Phase 2.3, Sy No. 115 (Part)
WaveRock TSIIC IT/ITES SEZ
Nanakramguda, Serilingampally
Hyderabad - 500008, Telangana, India
T +91 4067505700 | Info.India@ezesoft.com
www.ezesoft.com

OFFER OF EMPLOYMENT

Mr. Lohitaksh Kapoor **Date: April 21, 2021**

Re: Employment Offer

Dear Lohitaksh Kapoor

We are pleased to confirm our offer of employment with EzeSoftware India Private Limited **(**the **"Company")** and look forward to having you joining our organisation. Your position title will be **Associate Engagement Specialist**, reporting to your line manager. The office is located at Level 4, Phase 2.3, Sy No. 115 (Part) WaveRock TSIIC IT/ITES SEZ Nanakramguda, Serilingampally, Hyderabad – 500008, Telangana, India. Your detailed duties and responsibilities will be discussed with you subsequent to your joining the Company.

Should you accept this offer, your employment will commence on **April 26, 2021**. The first three months will be treated as a probationary period.

Salary and Benefits

Your total Cost to the Company at the commencement of your employment with the Company will be **INR 502,320 /- (Rupees Five Lakhs Two Thousand Three Hundred and Twenty Only**) per annum subject to an annual review and an annual discretionary bonus. You will be paid salary on a monthly basis, in arrears, after statutory and tax deductions at source. This lump sum amount will be allocated between basic salary, allowances and contributions as per company policy.

Orientation
On your joining you will be scheduled to participate in the Company's employee orientation program.

Background Investigation
By signing this offer letter, you are verifying that the information you provided both verbally and, on the resume, /application form as well as on the Background Investigation, Information and Consent Form is complete and accurate. You understand that a false statement may disqualify you from employment or cause your subsequent discharge if you are employed by the Company.

As an employee of the **Company** it is likely that you will become knowledgeable about confidential and/or proprietary information relating to the operations, services and clients of the Company. Therefore, to protect the interest of all parties, the **Company** requires all employees to sign the Proprietary Rights Agreement] and to abide by this and the Company's other policies.

If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter, within the next five days, after which this offer will lapse. Your full contract of employment with the Proprietary Rights Agreement will be issued in due course.

This offer is subject to satisfactory completion of your reference and background check prior to your agreed upon start date.

We look forward to you joining us and we hope that you will find your employment with us challenging and rewarding. We look forward to hearing from you soon.

Kind regards,
For EzeSoftware India Private Limited

Sincerely,

K. Nitya Nivali
Director - HR

I accept this offer of employment with EzeSoftware India Private Limited and agree to the terms and conditions outlined in this letter, subject to the Contract of Employment with the Proprietary Rights Agreement.

_____
Signature

SS&C | EZE

ANNEXURE – A

Compensation Structure			
S. No	**Pay Component**	**Annual (INR)**	**Monthly (INR)**
1	Basic Pay	186,000	15,500
2	HRA	93,000	7,750
3	Statutory Bonus	15,494	1,291
4	Special Pay	170,506	14,209
Gross Salary		**465,000**	**38,750**
5	Food Coupons	15,000	1,250
6	Employer contribution to PF	22,320	1,860
CTC		**502,320**	**41,860**
Benefits	➢ Employees are entitled to receive Gratuity in accordance with the provisions of Payment of Gratuity Act, 1972. ➢ Employees are enrolled in the Company's group insurance benefits. • Group Medical Insurance • Group Personal Accident Insurance • Group Term Life Insurance		

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ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Inside Sales and BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA) - Inside Sales:

CTC: Rs. 8 LPA (Rs.5 LPA Fixed and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0626	MITALI	BDA - Inside Sales	INR 8 LPA
2	19BSPHH01C0696	NEHAL BHARTI	BDA - Inside Sales	INR 8 LPA
3	19BSPHH01C0922	RIDHIMA PANWAR	BDA - Inside Sales	INR 8 LPA
4	19BSPHH01C1206	SONIA BHOWSINKA	BDA - Inside Sales	INR 8 LPA
5	19BSPHH01C1602	SAI DEEPTHI KOSURI	BDA - Inside Sales	INR 8 LPA
6	19BSPHH01C1670	SOUMYA VERMA	BDA - Inside Sales	INR 8 LPA
7	19BSPHH01C0203	ARNAV AGARWAL	BDA	INR 10 LPA
8	19BSPHH01C0467	JAYANTH KANDALA	BDA	INR 10 LPA
9	19BSPHH01C0547	KUNAL SINGH	BDA	INR 10 LPA
10	19BSPHH01C0549	KUNJAL GARG	BDA	INR 10 LPA
11	19BSPHH01C0586	MALVIKA RAWAL	BDA	INR 10 LPA
12	19BSPHH01C0653	MRITYUNJAY	BDA	INR 10 LPA
13	19BSPHH01C1418	YASH JOSHI	BDA	INR 10 LPA
14	19BSPHH01C1464	ASTHA PANDEY	BDA	INR 10 LPA
15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

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E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016
CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

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The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

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Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Re: Offer Breakup | Broadridge Financial Solutions

1 message

Sanath Ranganath <sanathranganath1996@gmail.com> Wed, Apr 7, 2021 at 9:42 PM
To: "Singh, Jasmeet x 34202" <Jasmeet.Singh@broadridge.com>
Cc: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Dear Sir/Mam,

Thank you for providing this opportunity. I would like to express my gratitude for the same and I am acknowledging the offer letter sent to me. I am attaching the details regarding the excel worksheet shared with me. Would be looking forward hearing more from you regarding the process of onboarding.

Thanking you again

Regards,
Sanath R

On Tue, Apr 6, 2021 at 9:03 PM Singh, Jasmeet x 34202 <Jasmeet.Singh@broadridge.com> wrote:

> Hi
>
> Greetings from Broadridge India !
>
> Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization.
>
> Designation : Member Technical
>
> Grade : G2 L1
>
> Work Location : Hyderabad
>
> Job Type : Full time
>
> Joining Date : 12th April 2021
>
> Please note that this offer is subject to the authenticity of you qualifying the minimum specified criteria, the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the company reserves the right to immediately terminate your services.
>
> **A one time Signing Bonus of 1 Lac will be given to you and the lock-in period will be 2 years.**
>
> Details Of Salary Breakup :-

Basic	21,893.00
HRA	8,757.00
FB	5,476.00
Tot1	36,126.00
PF	2,627.00

Gratuity	1,053.00
Tot2	3,680.00
Mgross	39,806.00
Ygross	477,670.00
Target PB	57,330.00
Total Y Gross+PB	535,000.00
Subsidized Lunch	15,000.00
Total CTC	550,000.00

Apart from this you will be eligible of Night Shift Allowance + Medical Insurance + Company provided Transportation pickup and drop.

PFA the excel documents which are to be duly filled and sent It back to us today at the earliest, so that we can start the pre joining formalities.

Kindly confirm your acceptance and let us know your date of joining. Let me know if you have any further questions.

Thank you.

WFH due to COVID-19. Call @ 89583-80000 for any queries.

Have a Nice Day Ahead ☺

Regards

Jasmeet Singh | Process Lead-HR |Extension-34202|Mob: 89583-80000

Broadridge Financial Solutions, Inc. Divyasree NR Enclave | Whitefield, Bangalore 560066 |

broadridge.com

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Offer Letter Details Format.xlsx
38K

ISOL Consultants

Registered office: Flat No. 33, Lavender L & T Serene County, Telecom Nagar, Gachibowli, Hyderabad – 500032, Telangana.

Date: 10.04.2021
Hyderabad.

Anant Attri,
H. No. 1413, Sector 15,
Sonipat.
Haryana

Dear Anant,

Sub: Offer Letter for the position of "Junior Associate".

We are pleased to appoint you as a "Junior Associate" in our Firm as per the following terms & conditions:

1. **Engagement Period:** Your engagement with the Firm is for a contract period of 1 (one) year and the same shall be effective from your date of joining the Firm.

   Unless and otherwise extended, your term will automatically stands terminated on expiry of the above period. This engagement can also be terminated by either party without giving any reason with a notice of 3 (three) months.

2. **Working schedule**: This is a full-time job position and regular work schedule shall be Monday to Saturday and usual Office timings are 09:30 to 18:00 hours.

   The holidays include all the Sundays and 10 Public holidays as per Firm's holidays list. Additionally, you are entitled for 10 paid leaves with prior approval from the Management.

3. **Compensation:** You will be paid compensation of Rs.36,000.00 (Rupees Thirty Six Thousand only) per month. The compensation will be subject to deduction of applicable Tax and any other deductions as per extant Laws.

   Performance Linked Incentives: In addition, you will be eligible to be considered for a target Performance linked incentive of Rs.40,000.00 (Rupees Forty Thousand only), subject to satisfactory performance for a period of 12 (twelve) months. The incentive will be awarded based on objective / subjective criteria established by the Firm's Management. Any incentive for the financial year in which your engagement begins will be prorated, based on the number of days you are employed by the Firm during the financial year (2021-22). The incentive shall be paid only if you complete entire 12 (twelve) months of your engagement with the Firm. Any incentive shall be as determined by the Firm and will be final and binding.

4. **Privacy Agreement:** You are required to observe and uphold all of the Firm's extant privacy policies as implemented from time to time. Collection, storage, access to and dissemination of information will be in accordance with privacy policies. You should strictly adhere to the Confidentiality with all the information that is privy to you as part of your engagement.

5. **Conflict of Interest policy:** While you are engaged at this Firm, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) without prior written permission from the Managing Partner of the Firm. By signing this letter of agreement, you

ISOL CONSULTANTS

confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Firm.

6. **Termination Conditions:** The Firm reserves the right to terminate this engagement for just cause at any time without notice and without payment in lieu of notice.

   On the termination of your engagement for whatever reason, you will return to the Firm all property; documents and papers, both original and copies thereof, including any samples, contracts, records, lists, blueprints, letters, notes, data etc.; and Confidential Information in your possession or under your control relating to your engagement or to clients' business affairs.

7. **Interpretation, Amendment and Enforcement:** This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Firm and constitute the complete agreement between you and the Firm regarding the subject matter set forth herein.

8. **General Conditions:** You will be required to perform to the best of your abilities all the tasks assigned to you from time to time. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other organization as employee/retainer or assignments or activities or any other post whatsoever, without prior written permission of the Firm.

9. We believe your skills are an excellent match for our requirements and looking forward to a mutually enriching experience.

10. Please sign and return the duplicate copy of this letter within 7 (seven) days in token of your acceptance of this offer. Thereafter, you are requested to report to duty not later than 30th April 2021, failing which this Offer Letter stands cancelled.

11. **Joining Formalities:** At the time of reporting to duty, please carry the following documents for verification / submission:

    - One set of copy of educational qualifications / any accomplishment certificates for submission. Also carry originals for verification.
    - Copy of PAN Card and Bank Account details along with one cancelled cheque for our record.
    - Copy of Aadhaar Card for submission.

With best wishes.

Yours Sincerely,

ISOL CONSULTANTS

Partner

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Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
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17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016
CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

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Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Approved candidates for position of executive-BD

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 15:23
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: <s.shekhar@oceansparkle.in>
Date: Wed, Apr 7, 2021, 18:20
Subject: Approved candidates for position of executive-BD
To: Rajkishore Nayak. <rajkishore@ibsindia.org>
Cc: HRD dept <hrd-hyd@oceansparkle.in>

Dear Rajkishore

Following candidates have been approved for employment.

1. Ms. Urvashi Bubna
2. Mr. Rajesh Pattnaik

We will be sending the offer letters to the individuals by tomorrow.

Thanks and regards.

Capt. Shashi Shekhar.

From: s.shekhar@oceansparkle.in <s.shekhar@oceansparkle.in>
Sent: 07 April 2021 12:58
To: 'SUBHAM DUTTA .' <subham.dutta19@ibsindia.org>
Cc: rvprasad@oceansparkle.in
Subject: Shortlisted candidates for Final round.

Dear Subham,

Please find below the shortlisted candidates for final round with our Director. We need to have this interaction today at 3 PM.

1. Urvashi Babuna.
2. Siddharth Gandhi
3. Gowtham Sakile
4. JUVERIA TANAZZUM

5. Rajesh Patnaik.

Please send invitation to the following:

s.shekhar@oceansparkle.in

rvprasad@oceansparkle.in

Thanks and regards.

Capt. Shashi Shekhar

Senior General Manager-H.R.

OCEAN SPARKLE LTD.,
Plot No. # 128, Srinagar Colony, Hyderabad – 500 073., India
Phone: + 91 40 6653 7720/ +91 40 23753507 / 1138 | Fax: + 91 40 2374 8752

Cell: + 91 9963138833 | Email: s.shekhar@oceansparkle.in

Virus-free. www.avg.com

Date: 09/04/2021.

To
Mr. Biswadeep Guha Roy,
S/o. Sri. Bijoy Guha Roy,
Opp. Baishnabghata- Patuli Fire Station,
FL No.: EE803, Ashabari Appartment,
Patuli, Kolkata, West Bengal- 700094.

LETTER OF OFFER

Dear Mr. Biswadeep,

Congratulations!!

We are pleased to offer you an employment based on the interview discussions you had with us and your application submitted to us. Details of the terms and conditions of your offer are as follows:

1. You will be designated as a **Business Development Manager.** Your initial posting will be at **Pune Branch,** however please note that your services are liable to be transferred to any branch office of **ACE** as and when required by the management. In such case, you will be governed by the policies of that location.
2. Your date of commencement of employment will be on or before **03/06/2021.**
3. If unable to join/report as on the date mentioned above due to Unforeseen conditions like Illness or Health Issues you will intimate the same and confirm your proposed date of joining (which is not later than 15 days from the date as mentioned above) to the organization/ company through any mode of communication and produce a Medical certificate on the date of joining else your offer lapses and becomes invalid.
4. Your employment with the organization/company is deemed to be temporary while on probation. However the organization/Company shall have the right to terminate your services without notice for any misconduct or for any reason including, but not limited to for cause, unsatisfactory performance, and lack of funds, reorganization or elimination of the position.
5. You are entitled to be paid only from the date of your joining.
6. You will be entitled to receive a **CTC of Rs.6,00,000/- (Six Lakh only) per Annum based on your performance and satisfactory work.**
7. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
8. You will be on probation for a period of 6 months from the date of joining.
9. Your employment with ACE is deemed to be temporary while on probation and until you receive any official written intimation from the organization/company in regard to your permanent position of employment with us.
10. Please bring along the below listed documents / details on your day of joining.
    a) Date of Birth proof certificate (Copy of passport / birth certificate / S.S.C)
    b) Copies of Aadhar Card and PAN Card
    c) Present Residing Address proof
    d) Copy Academic Certificates (all from 10th to Highest)
    e) Three passport size photographs (Recent)
    f) Copies of your relieving and work experience letters (if applicable).
    g) Copy of your previous pay slips (if applicable).

Mamatha. P

11. This offer lapses and becomes invalid if your offer acceptance is not communicated and/or you do not join within the stipulated time aforementioned.
12. This offer can be revoked at the discretion of the organization/company before its acceptance preferably through an email communication.
13. This offer lapses and becomes invalid if it is rejected by you before its acceptance through any mode of communication to the organization/company.
14. If on verification, during your employment with us, it is found that you have furnished incorrect/false information to conceal factuals, in such cases your services with the organization/company will be liable to termination with immediate effect.

Kindly sign a copy of this letter as a token of your acceptance of this offer.

Looking forward to a long and mutually beneficial career with us.

For ACE Engineering Academy/
ACE Engineering Education India Pvt. Ltd.,

Namratha. P Ro

ACE ENGINEERING ACADEMY HYDERABAD

Senior Manager – HR

CC to: Accounts Department

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

April 8, 2021

Shreya Ghatnatti
274, Agarkar Road
Belgaum,IN-590006

Dear Shreya**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a People Services and Operations Data Associate within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on April 19, 2021 and you will report to Pankaj Rautela. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as People Services and Operations Data Associate has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 550,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

any fiscal year in which you do not work a full twelve months.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

HOURS OF WORK

You will be required to work for an average of 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.

PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

CONFIDENTIALITY

As an employee in full time employment with the Company, you will not, during or after the term of employment, in whole or in part, disclose any of the Company's trade secrets and confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. The obligation of confidentiality shall apply equally to any and all confidential or proprietary information of the customers/clients or associates of the Company that may be disclosed to you during the course of your employment.

PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing. If you fail to give the required notice, the Company will deduct from any monies due to you on termination an amount not exceeding the amount you would have been paid in respect to the period of notice you failed to give.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Offer Breakup | Broadridge Financial Solutions

1 message

Janvi Lalwani <janvilalwani97@gmail.com> Fri, Apr 9, 2021 at 6:50 PM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

OFFER LETTER- JANHVI 19BSPHH01C0456

---------- Forwarded message ---------
From: **Singh, Jasmeet x 34202** <Jasmeet.Singh@broadridge.com>
Date: Fri, Apr 9, 2021 at 5:52 PM
Subject: Offer Breakup | Broadridge Financial Solutions
To: janvilalwani97@gmail.com <janvilalwani97@gmail.com>

Hi

Greetings from Broadridge India !

Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization.

Designation : Business Analyst

Grade : G2 L1

Work Location : Hyderabad

Job Type : Full time

Joining Date : 12th April 2021

Please note that this offer is subject to the authenticity of you qualifying the minimum specified criteria, the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the company reserves the right to immediately terminate your services.

A one time Signing Bonus of 1 Lac will be given to you and the lock-in period will be 2 years.

Details Of Salary Breakup :-

Basic	21,893.00
HRA	8,757.00
FB	5,476.00
Tot1	36,126.00
PF	2,627.00
Gratuity	1,053.00

Tot2	3,680.00
Mgross	39,806.00
Ygross	477,670.00
Target PB	57,330.00
Total Y Gross+PB	535,000.00
Subsidized Lunch	15,000.00
Total CTC	550,000.00

Apart from this you will be eligible of Night Shift Allowance + Medical Insurance + Company provided Transportation pickup and drop.

PFA the excel documents which are to be duly filled and sent It back to us today at the earliest, so that we can start the pre joining formalities.

Kindly confirm your acceptance and let us know your date of joining. Let me know if you have any further questions.

Thank you.

WFH due to COVID-19. Call @ 89583-80000 for any queries.

Have a Nice Day Ahead ☺

Regards

Jasmeet Singh | Process Lead-HR |Extension-34202|Mob: 89583-80000

Broadridge Financial Solutions, Inc. Divyasree NR Enclave | Whitefield, Bangalore 560066 |

broadridge.com

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Offer Letter Details Format.xlsx
113K

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Offer Breakup | Broadridge Financial Solutions

1 message

Preethika Sampath <preethika22@gmail.com> Fri, Apr 9, 2021 at 8:22 PM
To: haseebakhter@ibsindia.org

---------- Forwarded message ---------
From: **Singh, Jasmeet x 34202** <Jasmeet.Singh@broadridge.com>
Date: Fri, 9 Apr 2021, 5:52 pm
Subject: Offer Breakup | Broadridge Financial Solutions
To: preethika22@gmail.com <preethika22@gmail.com>

Hi

Greetings from Broadridge India !

Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization.

Designation : Business Analyst

Grade : G2 L1

Work Location : Bangalore

Job Type : Full time

Joining Date : 12th April 2021

Please note that this offer is subject to the authenticity of you qualifying the minimum specified criteria, the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the company reserves the right to immediately terminate your services.

A one time Signing Bonus of 1 Lac will be given to you and the lock-in period will be 2 years.

Details Of Salary Breakup :-

Basic	21,893.00
HRA	8,757.00
FB	5,476.00
Tot1	36,126.00
PF	2,627.00
Gratuity	1,053.00
Tot2	3,680.00

Mgross	39,806.00
Ygross	477,670.00
Target PB	57,330.00
Total Y Gross+PB	535,000.00
Subsidized Lunch	15,000.00
Total CTC	550,000.00

Apart from this you will be eligible of Night Shift Allowance + Medical Insurance + Company provided Transportation pickup and drop.

PFA the excel documents which are to be duly filled and sent It back to us today at the earliest, so that we can start the pre joining formalities.

Kindly confirm your acceptance and let us know your date of joining. Let me know if you have any further questions.

Thank you.

WFH due to COVID-19. Call @ 89583-80000 for any queries.

Have a Nice Day Ahead ☺

Regards

Jasmeet Singh | Process Lead-HR |Extension-34202|Mob: 89583-80000

Broadridge Financial Solutions, Inc. Divyasree NR Enclave | Whitefield, Bangalore 560066 |

broadridge.com

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6 attachments

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image002.jpg

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Offer Letter Details Format.xlsx
113K

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Fwd: Ricaria Support Services Pvt Ltd-Offer letter

Pronit Das <pronit.das@gmail.com> Thu, Apr 8, 2021 at 10:21 PM
To: rajiths@ibsindia.org

Forwarded Conversation

Subject: Ricaria Support Services Pvt Ltd-Offer letter

From: **HR Digi-Prex** <hr@digi-prex.com>
Date: Thu, Apr 8, 2021 at 1:24 PM
To: <pronit.das@gmail.com>

Dear Pronit,

Congratulations on your **offer** from Ricaria Support Services Pvt Ltd! We are delighted to **offer** you the position of **Product Manager** please find the attachment of your offer letter. Revert back with your confirmation and Documents.

Documents Required AAdhar, PAN, Educational Certificates, Experience Certificates, Payslips.

Regards,

Sai Teja .P

Human Resources

91+ 9392924840

Email: hr@digi-prex.com

#8-2-326/5, 3rd Floor, Road No. 3, Banjara Hills,

Hyderabad - 500034, Telangana, India.

RICARIA SUPPORT SERVICES PRIVATE LIMITED
8-2-326/3 Road no. 3 Banjara hills, Hyderabad – 50003

Offer Letter

Date: 08/04/2021
Station: Hyderabad,
Ref/HR-EOL/HYD/4/04-21

To,
Mr. **Pronit Das**,
Address: Hyderabad.

Dear Mr. **Pronit Das**,
We are pleased to inform you that, after careful consideration, Ricaria Services Support Pvt Ltd have decided to extend the following full-time employment offer to you as **Product Manager** the following terms and conditions.

1. You will be given CTC of Rs 5,50,000**/- (Rupees Five Lakhs Fifty thousand only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms. Payable monthly in the manner set out in **Annexure.**

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ricaria Support Services Pvt Ltd**., family and look forward to a fruitful collaboration

With best wishes,
Ricaria Support Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

Annexure A

Name	**Pronit Das**
Designation	**Product Manager**
Department	**Operations**
Location/Branch	**Hyderabad**

Pay Components (A)	**Monthly**	**Yearly**
Basic	17613	211360
HRA	7045	84540
Journal Allownace	1000	12000
C.Edu Allowance	200	2400
C.Host Allowance	600	7200
Gift Voucher	417	5004
Special Allowance	17158	205896
Total Gross Salary	**44033**	**528400**
Employer Contributions (B)		
Provident Fund	1800	21600
Total Contributions	**1800**	**21600**

Total CTC Incl benefits (A+B+C)	**45833**	**550000**

Annual CTC (in words): **Rupees Five Lakh Fifty Thousand only**

Note:

1. Leave Encashment can be availed at the end of calendar year based on availability.
2. PF and PT deductions in CTC are as per the statutory norms.

Gmail

Naga Raju <naga1354@gmail.com>

route email PDF and attached document

Raj Kishore Nayak <rajkishore@ibsindia.org> 11 November 2021 at 14:22
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: <s.shekhar@oceansparkle.in>
Date: Fri, Apr 9, 2021 at 11:56 AM
Subject: Letter of Offer- Executive-Business Development at Ocean Sparkle Limited
To: <gouthammsakile@gmail.com>
Cc: <rvprasad@oceansparkle.in>, SUBHAM DUTTA . <subham.dutta19@ibsindia.org>, <rajkishore@ibsindia.org>

Dear Mr. Goutham Sakile,

Further to our discussion, based on the Interview held during the campus placement drive, we are pleased to offer you the position of Executive- Business Development at our Hyderabad office.

Please find attached the offer letter for your perusal. Please go through the same and send us an acknowledgement copy for acceptance of the offer within 2 days from the receipt of this email, post which this offer shall be treated as withdrawn.

Thanks and regards.

Capt. Shashi Shekhar

Senior General Manager-H.R.

OCEAN SPARKLE LTD.,
Plot No. # 128, Srinagar Colony, Hyderabad – 500 073., India
Phone: + 91 40 6653 7720/ +91 40 23753507 / 1138 | Fax: + 91 40 2374 8752

Cell: + 91 9963138833 | Email: s.shekhar@oceansparkle.in

Mr. Gouthamm Sakile - Offer Letter.pdf
753K

Ocean Sparkle Limited™

(CIN : U05005TG1995PLC021217)
An ISO 9001, ISO 14001 & OHSAS 18001 Compliant Company
Registered Office : # 8-3-975, Plot No. 128, Srinagar Colony, Hyderabad - 500 073, Telangana, India.
Phone : +91 40 6653 7720 / 2374 3507 / 2374 1138, Fax : +91 40 2374 8752
E-mail : oslhyd@oceansparkle.in Website : www.oceansparkle.com

OSL / HR / Offer / 2021 – 22
April 08, 2021

To
Mr. Gouthamm Sakile
Flat No: 504, AR Enclave, Gallavanipalem,
Aganampudi, Visakhapatnam,
Andhra Pradesh - 530046.

Subject: Letter of Offer for the Executive - Business Development

Dear Mr. Gouthamm,

This has reference to your application and our subsequent discussions; we are happy to offer you the position of **Executive - Business Development** on following terms and conditions.

1. You shall join the Company on or before **April 12, 2021**
2. Your work location will be at **Hyderabad office,** India. You may have to travel to any other location as and when required due to business reasons.
3. Insurance: You will be covered in Group Mediclaim Floater insurance policy for yourself and your immediate dependents. You will also be covered under Group Personal Accident insurance for yourself.
4. An Ex-gratia amount is paid additionally and prorated based on your performance and at the discretion of Management.
5. Leave as applicable to the regular employees as per Leave Policy of the Company. Half of the unavailed leaves will get lapsed every year as per Company's policy.
6. Notice period of three months needs to be served in writing on either side or payment in lieu thereof for termination of services.
7. All future increments or any raise will be linked to your performance that shall be effective from April 2022 based on our annual appraisal system.
8. All payments are subjected to applicable taxes.

You shall be given an appointment letter on your joining the company, which will supercede this offer upon your joining this company.

Kindly sign on the duplicate copy of this offer as a token of your acceptance. This offer letter will be considered as cancelled and withdrawn in case we do not receive your acceptance within two days.

Thank you and looking forward to hearing from you.

For Ocean Sparkle Limited,

Shashi Shekhar

OCEAN SPARKLE LIMITED HRD

Capt. Shashi Shekhar
Sr. General Manager (HR)

Acceptance: I have read and understood the above-mentioned terms and conditions, which are acceptable to me and will join the Organisation on or before_____

_____
Signature

Offer from Ocean Sparkle Limited		
Name	Mr. Gouthamm Sakile	
Designation	Executive - Business Development	
Location	Hyderabad Office	
Salary Breakup		
Component	**Amount (P.M.)**	**Amount (P.A.)**
Basic	25000	300000
HRA	15000	180000
Special Allow	6750	81000
Book Allow	250	3000
Sub Total	**47000**	**564000**
CO's Share Provident Fund	3000	36000
Gross Salary (CTC) p.m.	**50000**	**600000**
Total	**50000**	**600000**
Ex-Gratia	0	100000
Total Gross CTC Salary (Subj to Tax)	**50000**	**700000**

NOTE:
1- Ex-Gratia amount mentioned above is indicative and the amount is decided by the Management based on performance.
2- Exgratia to be paid after completion of 1 year thereafter paid annually.
*An employee can opt for following tax saving options :
a) LTA amounting to INR 2000 per month. Same shall be deducted per month from his salary and he can claim the entire amount tax free by furnishing appropriate travel documents once in 2 years. If travel documents are not provided, amount shall be subject to tax and will be provided to employee.
b) Sodexo Meal coupon- If opted for by the employee, INR 1300 shall be added to the meal coupon for each month on quarterly basis. This amount shall be deducted from monthly salary.

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

IBS-Hyderabad- Adfactors PR Job Offer - Sandeep Kumar

Amruta Pathak <amruta.pathak@adfactorspr.com> Tue, Apr 20, 2021 at 5:21 PM
To: "sk3216449@gmail.com" <sk3216449@gmail.com>
Cc: Ajay Tyagi <ajay.tyagi@adfactorspr.com>, Nancy Shinde <nancy@adfactorspr.com>, Kriti Vats <kriti.vats@adfactorspr.com>, Himanshi Gupta <himanshi.gupta@adfactorspr.com>, "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Dear Sandeep,

Congratulations! We are pleased to extend an offer of employment on behalf of Adfactors PR for the position of **"Trainee Account Executive"**. The confirmed work location will be informed to you within next couple of weeks along with date of joining.

Adfactors PR is India's most awarded and largest Public Relations firm. In October 2020, PRovoke Media named us one of the seven Global Agencies of the Decade, the only firm in the Asia-Pacific region to be awarded this recognition. We have 400+ marquee clients, who trust our proposition of 'Knowledge-Driven Communications'.

Employees at Adfactors PR are like our entrepreneurial partners and we are proud to encourage a performance-driven culture. We nurture talented people and find a place within the Adfactors PR family for each person to grow, find meaningful new challenges and do their best work.

We were all very excited to meet and get to know you over the past few days. We believe that your knowledge, skills and experience would be a great fit for our organization. We hope you will enjoy your role and make a significant contribution to the overall success of the organization.

Your Gross CTC will be **Rs. 6,00,000/- per annum.** Attached is the letter with more details and break up. Apart from the above, you will also be entitled to the following benefits:

1. Gratuity, as per the payment of Gratuity Act
2. Mediclaim insurance benefit of Rs.500,000 for self and immediate family members (Spouse and 2 kids)
3. Mobile reimbursement as per policy
4. Book allowance of Rs.7,500 annually. You can buy any PR, Marketing and Management books of your domain and get it reimbursed

Request you to please respond to this mail as acceptance of this offer by **21st April 2021.** Kindly note that in case we do not receive the acceptance, the offer will stand revoked automatically.

Further on joining, you will all need to submit the **scan copies** of the following documents, for documentation purpose.

1. Highest Qualification Certificate

2. Residential address proof **(Copy of Aadhar Card is Mandatory)**

3. PAN Card **(Copy)**

4. A cancelled cheque of your operational bank account

5. 1 copy of your recent passport-size photograph **(not older than 3 months)**

Should you need any clarifications in this matter, please feel free to contact us.

Regards,

Amruta Pathak | Manager | Mumbai

Adfactors PR | **M:** +91 98206 34350 | **T:** 022 6757 4444; Ext: 114

Website | Blog | Facebook | Twitter | LinkedIn | Instagram

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Compensation Annexure-Sandeep Kumar.pdf
43K

ADFACTORS PR
Knowledge-driven communications

Compensation Summary		
Date of Offer	**April 20, 2021**	
Name	**Sandeep Kumar**	
Designation	**Trainee Account Executive**	
Monthly CTC (Rs)	**50,000**	
Annual CTC (Rs)	**6,00,000**	
	Monthly (Rs)	**Annually (Rs)**
Basic Salary	20000	240000
House Rent Allowance	10000	120000
City Compensatory Allowance	6250	75000
Conveyance Allowance	6250	75000
Special Allowance	5100	61200
Gross CTC (A)	**47,600**	**5,71,200**
PF - Employer Contribution (B)	**2400**	**28800**
Total Monthly CTC (A+B)	**50,000**	**6,00,000**
PF deduction - Employee Contribution	2400	28800
Professional Tax deduction	200	2500
Total Deduction	**2600**	**31300**
Net Salary (in hand before deducting tax)	**45,000**	**5,39,900**

Income Tax will be deducted as per the Income Tax Act 1961

Other Benefits

Mediclaim Coverage for self, spouse and 2 kids	500,000 (Rs.) Annually
Telephone Reimbursement	As per policy
Local Conveyance	As per policy
Book Allowance	7,500 (Rs.) Annually

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

IBS-Hyderabad- Adfactors PR Job Offer - Siddhant negi

Amruta Pathak <amruta.pathak@adfactorspr.com> Tue, Apr 20, 2021 at 5:22 PM
To: "siddhant_nagi@yahoo.co.in" <siddhant_nagi@yahoo.co.in>
Cc: Ajay Tyagi <ajay.tyagi@adfactorspr.com>, Nancy Shinde <nancy@adfactorspr.com>, Kriti Vats <kriti.vats@adfactorspr.com>, Himanshi Gupta <himanshi.gupta@adfactorspr.com>, "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Dear Siddhant,

Congratulations! We are pleased to extend an offer of employment on behalf of Adfactors PR for the position of **"Trainee Account Executive"**. The confirmed work location will be informed to you within next couple of weeks along with date of joining.

Adfactors PR is India's most awarded and largest Public Relations firm. In October 2020, PRovoke Media named us one of the seven Global Agencies of the Decade, the only firm in the Asia-Pacific region to be awarded this recognition. We have 400+ marquee clients, who trust our proposition of 'Knowledge-Driven Communications'.

Employees at Adfactors PR are like our entrepreneurial partners and we are proud to encourage a performance-driven culture. We nurture talented people and find a place within the Adfactors PR family for each person to grow, find meaningful new challenges and do their best work.

We were all very excited to meet and get to know you over the past few days. We believe that your knowledge, skills and experience would be a great fit for our organization. We hope you will enjoy your role and make a significant contribution to the overall success of the organization.

Your Gross CTC will be **Rs. 6,00,000/- per annum.** Attached is the letter with more details and break up. Apart from the above, you will also be entitled to the following benefits:

1. Gratuity, as per the payment of Gratuity Act
2. Mediclaim insurance benefit of Rs.500,000 for self and immediate family members (Spouse and 2 kids)
3. Mobile reimbursement as per policy
4. Book allowance of Rs.7,500 annually. You can buy any PR, Marketing and Management books of your domain and get it reimbursed

Request you to please respond to this mail as acceptance of this offer by **21st April 2021.** Kindly note that in case we do not receive the acceptance, the offer will stand revoked automatically.

Further on joining, you will all need to submit the **scan copies** of the following documents, for documentation purpose.

1. Highest Qualification Certificate

2. Residential address proof **(Copy of Aadhar Card is Mandatory)**

3. PAN Card **(Copy)**

4. A cancelled cheque of your operational bank account

5. 1 copy of your recent passport-size photograph **(not older than 3 months)**

Should you need any clarifications in this matter, please feel free to contact us.

Regards,

Amruta Pathak | Manager | Mumbai

Adfactors PR | **M:** +91 98206 34350 | **T:** 022 6757 4444; Ext: 114

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Compensation Annexure-Siddhant Negi.pdf
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ADFACTORS PR
Knowledge-driven communications

Compensation Summary		
Date of Offer	**April 20, 2021**	
Name	**Sidhant Nagi**	
Designation	**Trainee Account Executive**	
Monthly CTC (Rs)	**50,000**	
Annual CTC (Rs)	**6,00,000**	
	Monthly (Rs)	**Annually (Rs)**
Basic Salary	20000	240000
House Rent Allowance	10000	120000
City Compensatory Allowance	6250	75000
Conveyance Allowance	6250	75000
Special Allowance	5100	61200
Gross CTC (A)	**47,600**	**5,71,200**
PF - Employer Contribution (B)	**2400**	**28800**
Total Monthly CTC (A+B)	**50,000**	**6,00,000**
PF deduction - Employee Contribution	2400	28800
Professional Tax deduction	200	2500
Total Deduction	**2600**	**31300**
Net Salary (in hand before deducting tax)	**45,000**	**5,39,900**

Income Tax will be deducted as per the Income Tax Act 1961

Other Benefits

Mediclaim Coverage for self, spouse and 2 kids	500,000 (Rs.) Annually
Telephone Reimbursement	As per policy
Local Conveyance	As per policy
Book Allowance	7,500 (Rs.) Annually

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

IBS-Hyderabad- Adfactors PR Job Offer - Utkarsh

Amruta Pathak <amruta.pathak@adfactorspr.com> Tue, Apr 20, 2021 at 5:26 PM
To: "utkarshranjan0094@gmail.com" <utkarshranjan0094@gmail.com>
Cc: Ajay Tyagi <ajay.tyagi@adfactorspr.com>, Nancy Shinde <nancy@adfactorspr.com>, Kriti Vats <kriti.vats@adfactorspr.com>, Himanshi Gupta <himanshi.gupta@adfactorspr.com>, "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Dear Utkarsh,

Congratulations! We are pleased to extend an offer of employment on behalf of Adfactors PR for the position of **"Trainee Account Executive"**. The confirmed work location will be informed to you within next couple of weeks along with date of joining.

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Employees at Adfactors PR are like our entrepreneurial partners and we are proud to encourage a performance-driven culture. We nurture talented people and find a place within the Adfactors PR family for each person to grow, find meaningful new challenges and do their best work.

We were all very excited to meet and get to know you over the past few days. We believe that your knowledge, skills and experience would be a great fit for our organization. We hope you will enjoy your role and make a significant contribution to the overall success of the organization.

Your Gross CTC will be **Rs. 6,00,000/- per annum.** Attached is the letter with more details and break up. Apart from the above, you will also be entitled to the following benefits:

1. Gratuity, as per the payment of Gratuity Act
2. Mediclaim insurance benefit of Rs.500,000 for self and immediate family members (Spouse and 2 kids)
3. Mobile reimbursement as per policy
4. Book allowance of Rs.7,500 annually. You can buy any PR, Marketing and Management books of your domain and get it reimbursed

Request you to please respond to this mail as acceptance of this offer by **21st April 2021.** Kindly note that in case we do not receive the acceptance, the offer will stand revoked automatically.

Further on joining, you will all need to submit the **scan copies** of the following documents, for documentation purpose.

1. Highest Qualification Certificate

2. Residential address proof **(Copy of Aadhar Card is Mandatory)**

3. PAN Card **(Copy)**

4. A cancelled cheque of your operational bank account

5. 1 copy of your recent passport-size photograph **(not older than 3 months)**

Should you need any clarifications in this matter, please feel free to contact us.

Regards,

Amruta Pathak | Manager | Mumbai

Adfactors PR | **M:** +91 98206 34350 | **T:** 022 6757 4444; Ext: 114

Website | Blog | Facebook | Twitter | LinkedIn | Instagram

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Compensation Annexure-Utkarsh.pdf
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ADFACTORS PR
Knowledge-driven communications

Compensation Summary		
Date of Offer	**April 20, 2021**	
Name	**Utkarsh**	
Designation	**Trainee Account Executive**	
Monthly CTC (Rs)	**50,000**	
Annual CTC (Rs)	**6,00,000**	
	Monthly (Rs)	**Annually (Rs)**
Basic Salary	20000	240000
House Rent Allowance	10000	120000
City Compensatory Allowance	6250	75000
Conveyance Allowance	6250	75000
Special Allowance	5100	61200
Gross CTC (A)	**47,600**	**5,71,200**
PF - Employer Contribution (B)	**2400**	**28800**
Total Monthly CTC (A+B)	**50,000**	**6,00,000**
PF deduction - Employee Contribution	2400	28800
Professional Tax deduction	200	2500
Total Deduction	**2600**	**31300**
Net Salary (in hand before deducting tax)	**45,000**	**5,39,900**

Income Tax will be deducted as per the Income Tax Act 1961

Other Benefits

Mediclaim Coverage for self, spouse and 2 kids	500,000 (Rs.) Annually
Telephone Reimbursement	As per policy
Local Conveyance	As per policy
Book Allowance	7,500 (Rs.) Annually

IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

IBS-Hyderabad- Adfactors PR Job Offer - Jay Amin

Amruta Pathak <amruta.pathak@adfactorspr.com> Tue, Apr 20, 2021 at 5:27 PM
To: "jaymamin23@gmail.com" <jaymamin23@gmail.com>
Cc: Ajay Tyagi <ajay.tyagi@adfactorspr.com>, Nancy Shinde <nancy@adfactorspr.com>, Kriti Vats <kriti.vats@adfactorspr.com>, Himanshi Gupta <himanshi.gupta@adfactorspr.com>, "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Dear Jay,

Congratulations! We are pleased to extend an offer of employment on behalf of Adfactors PR for the position of **"Trainee Account Executive"**. The confirmed work location will be informed to you within next couple of weeks along with date of joining.

Adfactors PR is India's most awarded and largest Public Relations firm. In October 2020, PRovoke Media named us one of the seven Global Agencies of the Decade, the only firm in the Asia-Pacific region to be awarded this recognition. We have 400+ marquee clients, who trust our proposition of 'Knowledge-Driven Communications'.

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We were all very excited to meet and get to know you over the past few days. We believe that your knowledge, skills and experience would be a great fit for our organization. We hope you will enjoy your role and make a significant contribution to the overall success of the organization.

Your Gross CTC will be **Rs. 6,00,000/- per annum.** Attached is the letter with more details and break up. Apart from the above, you will also be entitled to the following benefits:

1. Gratuity, as per the payment of Gratuity Act
2. Mediclaim insurance benefit of Rs.500,000 for self and immediate family members (Spouse and 2 kids)
3. Mobile reimbursement as per policy
4. Book allowance of Rs.7,500 annually. You can buy any PR, Marketing and Management books of your domain and get it reimbursed

Request you to please respond to this mail as acceptance of this offer by **21st April 2021.** Kindly note that in case we do not receive the acceptance, the offer will stand revoked automatically.

Further on joining, you will all need to submit the **scan copies** of the following documents, for documentation purpose.

1. Highest Qualification Certificate

2. Residential address proof **(Copy of Aadhar Card is Mandatory)**

3. PAN Card **(Copy)**

4. A cancelled cheque of your operational bank account

5. 1 copy of your recent passport-size photograph **(not older than 3 months)**

Should you need any clarifications in this matter, please feel free to contact us.

Regards,

Amruta Pathak | Manager | Mumbai

Adfactors PR | **M:** +91 98206 34350 | **T:** 022 6757 4444; Ext: 114

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Compensation Annexure-Jay Amin.pdf
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ADFACTORS PR
Knowledge-driven communications

Compensation Summary		
Date of Offer	**April 20, 2021**	
Name	**Jay Amin**	
Designation	**Trainee Account Executive**	
Monthly CTC (Rs)	**50,000**	
Annual CTC (Rs)	**6,00,000**	
	Monthly (Rs)	**Annually (Rs)**
Basic Salary	20000	240000
House Rent Allowance	10000	120000
City Compensatory Allowance	6250	75000
Conveyance Allowance	6250	75000
Special Allowance	5100	61200
Gross CTC (A)	**47,600**	**5,71,200**
PF - Employer Contribution (B)	**2400**	**28800**
Total Monthly CTC (A+B)	**50,000**	**6,00,000**
PF deduction - Employee Contribution	2400	28800
Professional Tax deduction	200	2500
Total Deduction	**2600**	**31300**
Net Salary (in hand before deducting tax)	**45,000**	**5,39,900**

Income Tax will be deducted as per the Income Tax Act 1961

Other Benefits

Mediclaim Coverage for self, spouse and 2 kids	500,000 (Rs.) Annually
Telephone Reimbursement	As per policy
Local Conveyance	As per policy
Book Allowance	7,500 (Rs.) Annually

Offer: Computer Consultancy
Ref: TCSL/DT20207436048/Hyderabad
Date: 11/02/2021

Mr. Subhodip Pal
Vill- Gopalpur, Po- Kotalpur, Dist- Bankura, West Bengal,
Kotalpur, Bankura,
Bankura-722141,
West Bengal.
Tel# -9566012581

Dear Subhodip Pal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
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Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Subhodip Pal**
Designation	**Management Trainee**
Institute Name	**Ibs Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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IBS®
ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Fri, Apr 23, 2021 at 1:29 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Aman Choudhary <aman.choudhary@byjus.com>, Durre Shahwaar <durre.shahwaar@byjus.com>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Inside Sales and BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA) - Inside Sales:

CTC: Rs. 8 LPA (Rs.5 LPA Fixed and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed and Rs. 2 LPA Variable) during the Training program for the first 2 months

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0626	MITALI	BDA - Inside Sales	INR 8 LPA
2	19BSPHH01C0696	NEHAL BHARTI	BDA - Inside Sales	INR 8 LPA
3	19BSPHH01C0922	RIDHIMA PANWAR	BDA - Inside Sales	INR 8 LPA
4	19BSPHH01C1206	SONIA BHOWSINKA	BDA - Inside Sales	INR 8 LPA
5	19BSPHH01C1602	SAI DEEPTHI KOSURI	BDA - Inside Sales	INR 8 LPA
6	19BSPHH01C1670	SOUMYA VERMA	BDA - Inside Sales	INR 8 LPA
7	19BSPHH01C0203	ARNAV AGARWAL	BDA	INR 10 LPA
8	19BSPHH01C0467	JAYANTH KANDALA	BDA	INR 10 LPA
9	19BSPHH01C0547	KUNAL SINGH	BDA	INR 10 LPA
10	19BSPHH01C0549	KUNJAL GARG	BDA	INR 10 LPA
11	19BSPHH01C0586	MALVIKA RAWAL	BDA	INR 10 LPA
12	19BSPHH01C0653	MRITYUNJAY	BDA	INR 10 LPA
13	19BSPHH01C1418	YASH JOSHI	BDA	INR 10 LPA
14	19BSPHH01C1464	ASTHA PANDEY	BDA	INR 10 LPA
15	19BSPHH01C1477	HIMANSHU ARORA	BDA	INR 10 LPA
16	19BSPHH01C1560	SUYASH MALHOTRA	BDA	INR 10 LPA
17	19BSPHH01C1673	AKHILESH SINHA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

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Wharton - Reimagine Education Award 2016
CNBC TV 18 Young Turk of the Year 2017
Best Self Improvement App in India 2016
Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

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IBS®
ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

FINAL SELECTS - IBS HYDERABAD

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IBS ICFAI BUSINESS SCHOOL

M.Satyanarayana Goud <msngoud@ibsindia.org>

IBS-Hyderabad- Adfactors PR Job Offer - Padmakshi Sharma

Amruta Pathak <amruta.pathak@adfactorspr.com> Tue, Apr 20, 2021 at 5:30 PM
To: "sharmapadmakshi07@gmail.com" <sharmapadmakshi07@gmail.com>
Cc: Ajay Tyagi <ajay.tyagi@adfactorspr.com>, Nancy Shinde <nancy@adfactorspr.com>, Kriti Vats <kriti.vats@adfactorspr.com>, Himanshi Gupta <himanshi.gupta@adfactorspr.com>, "M.Satyanarayana Goud" <msngoud@ibsindia.org>

Dear Padmakshi,

Congratulations! We are pleased to extend an offer of employment on behalf of Adfactors PR for the position of **"Trainee Account Executive"**. The confirmed work location will be informed to you within next couple of weeks along with date of joining.

Adfactors PR is India's most awarded and largest Public Relations firm. In October 2020, PRovoke Media named us one of the seven Global Agencies of the Decade, the only firm in the Asia-Pacific region to be awarded this recognition. We have 400+ marquee clients, who trust our proposition of 'Knowledge-Driven Communications'.

Employees at Adfactors PR are like our entrepreneurial partners and we are proud to encourage a performance-driven culture. We nurture talented people and find a place within the Adfactors PR family for each person to grow, find meaningful new challenges and do their best work.

We were all very excited to meet and get to know you over the past few days. We believe that your knowledge, skills and experience would be a great fit for our organization. We hope you will enjoy your role and make a significant contribution to the overall success of the organization.

Your Gross CTC will be **Rs. 6,00,000/- per annum.** Attached is the letter with more details and break up. Apart from the above, you will also be entitled to the following benefits:

1. Gratuity, as per the payment of Gratuity Act
2. Mediclaim insurance benefit of Rs.500,000 for self and immediate family members (Spouse and 2 kids)
3. Mobile reimbursement as per policy
4. Book allowance of Rs.7,500 annually. You can buy any PR, Marketing and Management books of your domain and get it reimbursed

Request you to please respond to this mail as acceptance of this offer by **21st April 2021.** Kindly note that in case we do not receive the acceptance, the offer will stand revoked automatically.

Further on joining, you will all need to submit the **scan copies** of the following documents, for documentation purpose.

1. Highest Qualification Certificate

2. Residential address proof **(Copy of Aadhar Card is Mandatory)**

3. PAN Card **(Copy)**

4. A cancelled cheque of your operational bank account

5. 1 copy of your recent passport-size photograph **(not older than 3 months)**

Should you need any clarifications in this matter, please feel free to contact us.

Regards,

Amruta Pathak | Manager | Mumbai

Adfactors PR | **M:** +91 98206 34350 | **T:** 022 6757 4444; Ext: 114

Website | Blog | Facebook | Twitter | LinkedIn | Instagram

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Compensation Annexure-Padmakshi Sharma.pdf
43K

ADFACTORS PR
Knowledge-driven communications

Compensation Summary		
Date of Offer	**April 20, 2021**	
Name	**Padmakshi Sharma**	
Designation	**Trainee Account Executive**	
Monthly CTC (Rs)	**50,000**	
Annual CTC (Rs)	**6,00,000**	
	Monthly (Rs)	**Annually (Rs)**
Basic Salary	20000	240000
House Rent Allowance	10000	120000
City Compensatory Allowance	6250	75000
Conveyance Allowance	6250	75000
Special Allowance	5100	61200
Gross CTC (A)	**47,600**	**5,71,200**
PF - Employer Contribution (B)	**2400**	**28800**
Total Monthly CTC (A+B)	**50,000**	**6,00,000**
PF deduction - Employee Contribution	2400	28800
Professional Tax deduction	200	2500
Total Deduction	**2600**	**31300**
Net Salary (in hand before deducting tax)	**45,000**	**5,39,900**

Income Tax will be deducted as per the Income Tax Act 1961

Other Benefits

Mediclaim Coverage for self, spouse and 2 kids	500,000 (Rs.) Annually
Telephone Reimbursement	As per policy
Local Conveyance	As per policy
Book Allowance	7,500 (Rs.) Annually

niroggyan

Offer letter

To whomsoever it may concern

Dear Nikita,

We are pleased to inform you that we would like to officially onboard you for the position of **business development & sales executive** at NirogGyan

Date of joining -	Location -	Compensation -
15th April'21	Remote till further communication	Fixed: Rs. 7 LPA Variable: Linked to performance

- You are expected to duly perform all the roles and responsibilities shared in the JD attached in the mail
- There is 3 months probation, successfully completing which only you will be confirmed as a full-time resource with the company
- For the period of probation, compensation will be Rs. 45,000/month in hand + performance linked pay
- Notice period- 30 days
- You are required to keep all sensitive information confidential. You cannot join any direct competitor for a period of 1 year after leaving the company

For NIROGGYAN

Partner

Shweta Gandhi
Co-founder, NirogGyan

Add: D-532, Sec-1, Avantika, Rohini, New Delhi-110085

www.niroggyan.com

UBS Business Solutions (India) Pvt. Ltd.
14th, 15th, 16th floor
Block B, Phoenix, Aquilla
Survey No. 115/35, Nanakramguda Village,
Serilingampally Mandal
Ranga Reddy District,
Hyderabad- 500032
Telangana, India

www.ubs.com

26 May 2021

PRIVATE & CONFIDENTIAL

Ms. Riya Mohan

Dear Riya,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

1.1 Your functional title will be Financial Controller in our Group Finance Corporate Department, and you will report to Balaji Kannan, Director, Group Finance Corporate, or such other executive as may be nominated by the Firm from time to time.

1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.

1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 21 June 2021 and shall continue until terminated in accordance with this Agreement.

2.2 If

(a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or

(b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or

UBS

(c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Hyderabad, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Working Hours

You will be required to work EMEA shift in order to provide support to the one or more dedicated financial markets, as follows:

Shift Type	Assigned Working Hours (excluding any overtime hours)
APAC	Start between 05:00 to 07:00 End between 14:00 to 16:00
EMEA	Start between 12:00 to 14:00 End between 21:00 to 23:00
USA	Start between 16:00 to 19:00 End between 01:00 to 04:00
Rotational	You are required to work a minimum of 8 hours a day, excluding a 1 hour break, or 40 hours per week. Due to the nature of your role, your assigned working hours may change on an ad-hoc basis.

The Firm is entitled to, at its own discretion, adjust your assigned working hours in accordance with actual business requirements of the Firm.

5 Probation

5.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

5.2 Your probation will end on the later of:

(a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or

(b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

6 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

UBS

7 Total Employment Cost

7.1 Salary

Your annual Total Employment Cost (TEC) will be INR500,000/-. Your annual basic salary will be INR250,000/-, which will be paid in 12 instalments of INR20,833/- per month.

7.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

7.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR220,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

7.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

7.5 The costs set out in this clause 7 will be subject to any change in the applicable law, rules and regulations.

8 Shift Allowance

As you have been scheduled to work EMEA shift ("Shift Staff"), you are eligible for a monthly shift allowance of INR6,600/- gross per month in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift", payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance").

If, as Shift Staff, you switch to a non-shift role in the Firm, whether it is on a temporary or permanent basis and for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the shift role resumes.

Any changes to working hours and/or shifts should only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

9 Discretionary Performance Incentive

9.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

9.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

UBS

9.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

9.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

10 Tax and other Payments

10.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.

10.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

11 Relocation

In connection with your acceptance of this offer of employment and required relocation from Katni to Hyderabad , you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise the Firm to make any such deduction.

12 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

13 Termination

13.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.

13.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 23.2 of this Agreement, or

the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.

13.3 "Misconduct" will include without limitation:
(a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
(b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
(b) repeated failure to comply with the lawful directions of the Firm and/or its officers;
(d) going on or abetting a strike in contravention of any law;
(c) causing damage to the property of the Firm; and/or
(e) breach of confidentiality/secrecy provisions set out in this Agreement.

13.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 13.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

13.5 At any time, including during any period of notice provided for in this paragraph 13, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

13.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.

13.7 Termination of your employment under this paragraph 13 would be without prejudice to:
(a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
(b) any other relief to which the Firm may be entitled under contract, law or equity.

13.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

13.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

13.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

13.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

14 Garden / Paid Leave

14.1 During the period of notice as provided for in paragraph 13 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or

require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

14.2 You acknowledge that:

(a) you provide special services to the Firm; and

(b) this paragraph 14 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

15 Outside Directorships and External Functions and Conflicts of Interest

15.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

(a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
(b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
(c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

(i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
(ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
(iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

15.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.

15.3 In Paragraph 15.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.

15.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.

15.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

16 Employment and Personal Information

16.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any

form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.

16.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.

16.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.

16.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 16.1.

16.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

17 Non-Solicitation

17.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

(a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or

(b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

17.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 17 are:

(a) reasonable in terms of the period, territorial limitation and subject matters; and

(b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

17.3 Each of the restrictions in paragraphs 17.1(a) and 17.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

17.4 Without prejudice to paragraph 17.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 17.1(a) and 17.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

17.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 17 to the extent permitted by law.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Clearance and Registration by Relevant Authorities

18.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

18.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.

18.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.

18.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

19 Confidentiality

19.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

19.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.

19.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.

19.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.

19.5 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

19.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

19.7 In this paragraph 19, "Firm" shall include each and every member of the UBS Group.

20 Intellectual Property

20.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

20.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

20.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

20.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

20.5 You hereby:

(a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and

(b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

20.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

20.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

20.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

20.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

20.10 Any breach of the responsibilities and obligation set out in this paragraph 20 may constitute gross misconduct and may result in summary dismissal.

21 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers''.

22 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

23 Warranties and Undertakings

23.1 You represent and warrant that:

(a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

(b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;

(c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;

(d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;

(e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;

(f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

23.2 Any breach of any of the warranties and undertakings set out in this paragraph 23 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

24 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

25 Background and Reference Checks

25.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

25.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

25.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

25.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

26 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

27 Preservation of Common Law Rights

27.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

27.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

28 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

29 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 29 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

30 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

31 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

(a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
(b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and

(c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

32 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

33 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Riya Mohan**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date: .....

UBS

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

   - keep information gained during your former employment confidential and secret; and/or
   - return property belonging to your former employer when you leave; and/or
   - not to solicit their staff &/or customers during a restrictive period; and/or
   - not to compete with your former employer during a restrictive period; and/or
   - not to disparage your former employer.

   Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

   Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions <u>prior to</u> commencing employment.

   If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.

3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.

4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:

   - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
   - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
   - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.

5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

   YES, you may use in the course of employment with UBS:
   - Information from your previous employers that is freely available in the public domain
   - skills, experience, general know-how or commercial knowledge acquired from your previous employment

   NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):
   - Proprietary documents or materials belonging to your former employer(s); and/or
   - confidential information or trade secrets belonging to or claimed by your former employer(s).

   Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

UBS

Group Functions incentive approach

A simplified incentive approach applies to employees in Group Functions with Employee (EE) and Authorized Officer (AO) ranks. Here's what you need to know.

What is the incentive approach?

- All employees in Group Functions with EE and AO ranks are eligible for an incentive (bonus) that is a target percentage[1] of the employee's salary.
- The incentive can be expected to be **around half of a month's salary** in any given year[2]. In a strong performance year, the incentive can be higher than that.
- All EEs and AOs are eligible; those with a *meets most expectations (2)* rating or higher in their performance evaluation can generally anticipate an incentive.
- Incentive decisions remain at the firm's discretion and the level (target percentage) is based on the firm's overall performance for the year.

Why are Group Functions EEs and AOs part of this approach?

- Group Functions pay is closely linked to Group performance and less volatile than front office functions. Additionally, compensation models like this are relatively common for back-office functions in other industries.
- We are protecting employees' compensation by eliminating the downside in cases of weak Group performance, while retaining the upside in strong performance years.

How is individual performance rewarded?

- The firm is committed to rewarding strong individual performance.
- Individual performance is considered by focusing on career development and by pay for performance – with salary reviews, training and development opportunities and promotions.

Are discretionary change requests allowed?

- No. The new incentive model applies to all EEs and AOs in Group Functions;[2] no individual exceptions are accepted.

Are employees who are nominated for promotion to AD also part of this model?

- Yes, all employees with EE or AO rank are part of this model, independent of their promotion status.

Are EEs and AOs still eligible for a salary increase?

- Yes. All employees are eligible to be considered for salary increases each year as part of the regular annual process.

How is the incentive calculated?

- The incentive is a percentage of the annual gross salary at 31 December. Any salary changes through the year are not considered.
- If applicable, the incentive is adjusted for hire date, leave of absence, part-time work and/or changes to average FTE that year.
  - For example, if someone joins on 1 April, the incentive will be pro-rated for the day of hire.
  - The incentive will be adjusted to the average FTE for the year, so if someone worked 100% for six months and 50% for the other six months, the average FTE would be 75%.
  - The incentive for employees who took a leave of absence in a year will be adjusted based on the duration of the absence, according to global guidance and following local employment laws.

What if an employee changes location during the year?

- The effective salary date is 31 December. Salaries from different locations will not be aggregated to calculate the incentive.
- Employees transferring from a high cost to a low cost location will be individually reviewed by HR.

Are internal transfers from front-office areas to Group Functions also part of this model?

- Yes, their incentive is based on the same approach as other Group Functions EEs and AOs.
- Their compensation should be reviewed before the transfer takes place to assess any implications for their incentive and total compensation level.

Questions?

Please contact your recruiter / the regional HR Advisory team via goto/hr

Notes:
[1] For a full working year; pro-rated for new joiners, bonus eligibility criteria (e.g., in case of termination) apply.
[2] In some locations, the process may vary due to local restrictions.

CONFIDENTIAL

APPOINTMENT LETTER

C H Shiva
C H Srinivas Rao
October 20, 1994
Flat No. I-201, Avinash Pride, Veer Sawarkar Nagar, Ring Road No. 2, Hirapur, Tatibandh, Raipur, Chhattisgarh - 492099

June 07, 2021

Dear Shiva,

We, at Xiaomi Technology India Private Limited ("**Company**"), are pleased to appoint you as **Specialist, 13** with the Company at **our locations in India**, in response to your application for employment and the subsequent interview you had with us, on the following terms and conditions:

1. Your employment with the Company will be governed by the terms and conditions of the Employment Agreement in ***Annexure – A***.
2. Your annual gross salary along with the break-up of salary is attached herewith in ***Annexure - B.***
3. You are required to report to the head office to complete the joining formalities at Building Orchid, Block E, Embassy Tech Village, Marathahalli, Outer Ring Road, Devarabisanahalli, Bengaluru, Karnataka – 560 103. At the time of joining, you are requested to submit the copies of the documents as per ***Annexure – C.***
4. You will be required to execute and be bound by an Employee Invention Assignment and Confidentiality Agreement given to you as in ***Annexure - D***

   Please sign the duplicate copy of this Appointment Letter along with all the Annexures on all sheets at the bottom right corner, and return to the under signed at the address mentioned above, as a token of your acceptance and confirmation of the date of your joining the Company.

We welcome you to the Company and look forward to a long and mutually beneficial association.

For the Company

Varun Madan

Digitally signed by Varun Madan
Date: 2021.06.16 13:21:21 +05'30'

Varun Madan
Human Resources Director
Xiaomi Technology India Private Limited

ANNEXURE B

SALARY STRUCTURE

COMPENSATION & BENEFITS STACK-UP			
Name	C H Shiva		
Designation	Specialist		
		Offered CTC	
A	**Components Of Salary Through Payslip**	**INR (Per Month)**	**INR (Per Annum)**
	Basic Pay	25,000	3,00,000
	House Rent Allowance	10,000	1,20,000
	Statutory Bonus	0	0
	FBP(Flexi Benefits Plan)	4,783	57,400
	Special Allowance	8,417	1,01,000
	Sub Total : A	**48,200**	**5,78,400**
B	**Provident Fund - Employer's Contribution**	**1,800**	**21,600**
C	**Total Fixed Salary : (A+B)**	**50,000**	**6,00,000**
D	**Gratuity**		**14,430**
E	**Variable Performance (Target Annual Payout)**		**1,00,000**
F	**Total Salary : (C+D+E)**		**7,14,430**
G	**Benefits:**		
	Medical Insurance (Self & Family) Premium		32,901
	Life Insurance (Self) Premium		1,446
	Sub Total : G		**34,348**
H	**Total Cost To Company (F+G)**		**7,48,778**

Note

- Variable pay is a function of your performance rating and can vary from 0 to 4 months of the fixed pay. An average of 2 months variable pay at a performance rating of "4-Consistently Met Expectations" on a 6 point rating scale has been considered for calculation of Target Variable Pay. Variable pay will be paid annually and employee should be on companies roll on the "Date of payment of the variable pay"
- Parents, Spouse and up to first two children are eligible for "Comprehensive Health Insurance" with coverage of **INR. 1,000,000**.
- You will also be eligible for "Life Insurance" as per company policy, which is **4 Times of Annual Fixed Salary**.
- The Company contributes to provident fund as per the applicable provident fund guidelines.
- Payment of Gratuity is subject to the provisions of Payment of Gratuity Act.
- Flexi Benefits include Driver salary, LTA & Vehicle maintenance, which need to be declared after first month salary.
- Statutory bonus is paid as per Bonus act, for eligible employees.

OFFER LETTER

Date: 16th April, 2021
Name: Ms. Sanika Bhatkar,
Address: 202, Avant Heera Complex, Jogheshwari (E), Mumbai 400060
Phone No: +91 9326403483
Email id: sanikaa.s@gmail.com

Dear Ms Sanika Bhatkar,

Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization as **Management Trainee in Procurement Department.** Please find the details below:

Date of Joining: **1st May, 2021**

Designation: **Management Trainee**

Compensation: Your total Gross annual compensation will be Rs.5,00,000/- (Rupees Five Lakh Only) Per Annum (Subjected to Statutory liabilities).

Notice period: The employee is entitled to terminate this appointment without assigning any reason by giving two months' notice in writing or payment of two month's salary in lieu thereof after completion of the service agreement, provided the company agrees at its sole discretion to relieve you prior to notice period based on the project priorities/ deliverables. Whereas the company reserves the right to terminate the employment at any given point of time, assigning no reason, by giving a two months' notice in writing or two month's salary in lieu.

The employee will be on Probation for the initial Six Months during which the company has the right to terminate his/her employment without assigning any reason and will not need any notice period. Whereas the employee has to comply with the terms of the service agreement in case he/she wishes to terminate his/her employment.

After completion of the Probation period you will be assigned a fulltime role in a particular department along with change in designation which will be decided after completion of the probation period.

Service Agreement: The company is going to invest in training you over the 24 months on various domains due to which you shall agree to be bound by a bond to work with the company for a minimum period of 24 months from the date of joining failing which you shall be liable to pay a sum of Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand Only). This sum is exclusive of all the dues from you to the company at that point of time.

Any issues subjected to performance, discipline, confidentiality, company has the right to terminate your service at any point without giving notice period.

While reporting for duty, please bring the following documents in original, along with a photocopy of each, without fail:

- Educational Qualifications
- Address Proof – Local and Native
- Passport Copy
- 2 Passport size photographs

You are required to sign a copy of this letter confirming the acceptance of the terms of offer and policies existing and modified from time to time.

Please note that your compensation package is confidential between you and the organization, and you are advised to discuss only with the HR Department.

We look forward to the prospect of a long and mutually rewarding professional relationship.

Sincerely,

For,

Virinchi Limited

M.V.Srinivasa Rao

Chief Human Resources Officer

ANNEXURE – I

Salary Structure	**Amount in Rupees**
Basic	20,000
HRA	10,000
Conveyance	1,600
Medical	1,000
Special Allowance	5,834
Total	**38,434**
Deductions	
PF	2,400
PT	200
Net Pay	**35,834**
Benefits	
PF	2,400
Gratuity	833
CTC	**41,667**

Note – Subjected to Statutory Liabilities

virinchi
www.virinchi.com

OFFER LETTER

Date: 16th April, 2021
Name: Ms. Palak Jain,
Address: Mumbai
Phone No: +91 9674308181
Email id: palakrajeshjain@gmail.com

Dear Ms Palak Jain,

Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization as **Management Trainee in Human Resources.** Please find the details below:

Date of Joining: **1st May, 2021**

Designation: **Management Trainee**

Compensation: Your total Gross annual compensation will be Rs.5,00,000/- (Rupees Five Lakh Only) Per Annum (Subjected to Statutory liabilities).

Notice period: The employee is entitled to terminate this appointment without assigning any reason by giving two months' notice in writing or payment of two month's salary in lieu thereof after completion of the service agreement, provided the company agrees at its sole discretion to relieve you prior to notice period based on the project priorities/ deliverables. Whereas the company reserves the right to terminate the employment at any given point of time, assigning no reason, by giving a two months' notice in writing or two month's salary in lieu.

The employee will be on Probation for the initial Six Months during which the company has the right to terminate his/her employment without assigning any reason and will not need any notice period. Whereas the employee has to comply with the terms of the service agreement in case he/she wishes to terminate his/her employment.

After completion of the Probation period you will be assigned a fulltime role in a particular department along with change in designation which will be decided after completion of the probation period.

Service Agreement: The company is going to invest in training you over the 24 months on various domains due to which you shall agree to be bound by a bond to work with the company for a minimum period of 24 months from the date of joining failing which you shall be liable to pay a sum of Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand Only). This sum is exclusive of all the dues from you to the company at that point of time.

Any issues subjected to performance, discipline, confidentiality, company has the right to terminate your service at any point without giving notice period.

While reporting for duty, please bring the following documents in original, along with a photocopy of each, without fail:

- Educational Qualifications
- Address Proof – Local and Native
- Passport Copy
- 2 Passport size photographs

You are required to sign a copy of this letter confirming the acceptance of the terms of offer and policies existing and modified from time to time.

Please note that your compensation package is confidential between you and the organization, and you are advised to discuss only with the Human Resources Department.

Once again, let me express our unanimous excitement at the prospect of you joining the organization. We look forward to the prospect of a long and mutually rewarding professional relationship.

Sincerely,

For,

Virinchi Limited

M.V. Srinivasa Rao

Chief Human Resources Officer

ANNEXURE – I

Salary Structure	**Amount in Rupees**
Basic	20,000
HRA	10,000
Conveyance	1,600
Medical	1,000
Special Allowance	5,834
Total	**38,434**
Deductions	
PF	2,400
PT	200
Net Pay	**35,834**
Benefits	
PF	2,400
Gratuity	833
CTC	**41,667**

Note – Subjected to Statutory Liabilities

IBS ICFAI BUSINESS SCHOOL

Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

Offer Letter - Planetspark - BDC - Ashanvi

2 messages

Kapil Purushwani <kapil.purushwani@planetspark.in> Fri, Apr 30, 2021 at 6:13 PM
To: ashanvi1894@gmail.com
Cc: Vidhya Ganesh <vidhya@planetspark.in>, Harmeet Kaur <harmeet.kaur@planetspark.in>, bhoomiarabindo@ibsindia.org

Dear Ashanvi,

Greetings from Planet Spark!!!

We are pleased to appoint you in our organization as a Business Development Counsellor. We believe you will help us to crack **numerous enrollments** while having a lot of fun in the process and enjoying unparalleled growth with the company.

Till further notice, Everything is WFH. ie, if you have opted for office joining, till further notice you have to work online from home.

To accept this offer, sign and email it back to us.

Regards

Kapil Purushwani
HR Ops
PlanetSpark
9657096517

Ashanvi Srivastava offer letter.pdf
155K

Ashanvi Srivastava <ashanvi1894@gmail.com> Fri, Apr 30, 2021 at 8:44 PM
To: Kapil Purushwani <kapil.purushwani@planetspark.in>
Cc: Vidhya Ganesh <vidhya@planetspark.in>, Harmeet Kaur <harmeet.kaur@planetspark.in>, bhoomiarabindo@ibsindia.org

Thank you for offering me the position of Business Development Counsellor at PlanetSpark.

I'm delighted to accept the offer and very excited to begin this journey.

Regards,

Ashanvi Srivastava
[Quoted text hidden]

Ashanvi Srivastava offer letter.pdf
236K

WINSPARK INNOVATIONS LEARNING PVT LTD.
1108-1109, 11th floor, JMD Megapolis, Sohna Road, Gurgaon
http://www.planetspark.in

Offer Letter

Date: 28/04/2021

To

Ashanvi Srivastava

Employee Code: _PS02297

Dear Ashanvi Srivastava,

Sub: Offer Letter

We are pleased to appoint you in our organization as a **Business Development Counsellor** with effect from **4th May 2021.**You will be working from home. Shift timings will be 3:00 PM to 12:30 AM

You will be paid gross emoluments and incentives as detailed in Annexure – A.

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure – B.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards sparking the joy of learning in every child in India. We assure you of our support for your professional development and growth.
Yours truly,

For WINSPARK INNOVATIONS LEARNING PRIVATE LIMITED.

AUTHORIZED SIGNATORY
Encl.: As above

Annexure – A

Emoluments can be bifurcated as under:

Basic Pay	18400	220800
House Rent Allowance	9200	110400
Medical Allowance	2000	24000
Supplementary Allowance	2000	24000
Shift Allowance	5000	60000
Gross Salary	36600	439200
*Performance Linked Incentive based on Individual Target	20000	240000
Employer PF Contribution	1800	21600
Total CTC		**700800**

During first month fixed component will be 25000 INR and second month onwards CTC will be revised according to annexure A.

Annexure – B

1. **Personal Particulars:**
   You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.

2. **Probation**
   You will be in probation period of 21 Days from the date of joining and will not be confirmed if you are unable to get license to sell i.e. successfully complete the training within 21 days of joining.

3. **Nature of Work:**
   You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities within **Business Development Counsellor** will be assigned and explained to you from time to time.

4. **Training:**
   You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense.

5. **Intellectual Property Right:**
   If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use and utilize such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent

rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

6. **Secrecy/Confidentiality:**
   You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

7. **Annual Leave:**
   You will be entitled to 4 annual leaves for every completed quarter at the company.

8. **Termination of Service:**
   Either party can terminate this employment by serving a notice of one week on the other. The Full and Final settlement will be processed after 45 days from the last working date.

9. **Appointment in Good Faith:**
   It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

   The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

   Sincerely,
   For and on behalf of WINSPARK INNOVATIONS LEARNING PVT LTD

"I hereby accept this offer and I Confirm that I have signed out of the placement process"

Signature Date

Rajith Sukhavasi <rajiths@ibsindia.org>

Ricaria Support Services Pvt Ltd-Offer letter

HR Digi-Prex <hr@digi-prex.com>
To: shreya.ojha19@ibsindia.org
Cc: Rajith Sukhavasi <rajiths@ibsindia.org>

Tue, Apr 20, 2021 at 6:05 PM

Dear Shreya Ojha,

Congratulations on your **offer** from Ricaria Support Services Pvt Ltd! We are delighted to **offer** you the position of **Product Manager** please find the attachment of your offer letter. Revert back with your confirmation and Documents.

Documents Required AAdhar, PAN, Educational Certificates, Experience Certificates, Payslips.

Regards,

Sai Teja .P

Human Resources

91+ 9392924840

Email: hr@digi-prex.com

#8-2-326/5, 3rd Floor, Road No. 3, Banjara Hills,

Hyderabad - 500034, Telangana, India.

Offer Letter - Shreya.pdf
249K

RICARIA SUPPORT SERVICES PRIVATE LIMITED
8-2-326/3 Road no. 3 Banjara hills, Hyderabad – 50003

Offer Letter

Date: 20/04/2021
Station: Hyderabad,
Ref/HR-EOL/HYD/7/04-21

To,
Ms. **SHREYA OJHA**,
Address: Hyderabad.

Dear Ms. **SHREYA OJHA**,
We are pleased to inform you that, after careful consideration, Ricaria Services Support Pvt Ltd have decided to extend the following full-time employment offer to you as **Product Manager** the following terms and conditions.

1. You will be given CTC of Rs 5,50,000**/- (Rupees Five Lakhs Fifty thousand only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms. Payable monthly in the manner set out in Annexure**.**

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ricaria Support Services Pvt Ltd**., family and look forward to a fruitful collaboration

With best wishes,
Ricaria Support Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

Annexure A

Name	**SHREYA OJHA**
Designation	**Product Manager**
Department	**Operations**
Location/Branch	**Hyderabad**

Pay Components (A)	**Monthly**	**Yearly**
Basic	17613	211360
HRA	7045	84540
Journal Allownace	1000	12000
C.Edu Allowance	200	2400
C.Host Allowance	600	7200
Gift Voucher	417	5004
Special Allowance	17158	205896
Total Gross Salary	**44033**	**528400**
Employer Contributions (B)		
Provident Fund	1800	21600
Total Contributions	**1800**	**21600**

Total CTC Incl benefits (A+B+C)	**45833**	**550000**

Annual CTC (in words): **Rupees Five Lakh Fifty Thousand only**

Note:

1. Leave Encashment can be availed at the end of calendar year based on availability.
2. PF and PT deductions in CTC are as per the statutory norms.

Pickrr Technologies Private Limited

Dated: April 22, 2021

Dear Mr. Preet Kharbanda

It's been a pleasure interacting with you and we are truly inspired to have you as part of the original team that will help build Pickrr.

We are pleased to extend an offer to join us as **'Business Development Manager'** and would like to formally welcome you to our team.

We believe that you would be a great addition to our team and we look forward to working with you. We are building an organization, where professionals find complete satisfaction of a challenging job and an interesting work environment. We welcome your contributions in this regard as well.

The terms and conditions of the Offer are as under:

I. You will be designated as **'Business Development Manager'** and will be based out of Gurugram;
II. The date of commencement of your employment will be **May 01, 2021**;
III. You will be entitled to an annual cost to Company of **INR 08 lacs (INR 06 Lacs Fixed and INR 02 Lac variable).** The breakdown of your Remuneration is detailed in **Annexure I** of this letter;
IV. Your employment will be subject to the terms and conditions mentioned in your employment letter which will be issued to you on your Date of Joining ("Employment Letter").
V. You will be on probation for a period of 3 months from the Date of Joining.
VI. In case if anytime you wish to resign from your services at Pickrr, you need to serve One -month notice.

You are requested to report at our Gurgaon office latest by **May 01, 2021.** The address and contact numbers are as follows.

M/s Pickrr Technologies Pvt. Ltd
Fourth Floor, 448A, Udyog Vihar, Ph-5,
Gurgaon, Haryana, 122022

We shall appreciate your confirmation of acceptance of the above offer latest by April 24, 2021. **Non-acceptance before the stipulated date shall make this offer redundant automatically.**

You are requested to bring along the following documents on your date of joining and hand over to the HR department. **(Photocopy only) as mention below:-**

a) Passport size Photographs- 2 copies
b) Self-Attested documents of your all educational and degree certificate (X, XII, Degree, PG Certificate)
c) Permanent & Temporary address proof and telephone no.
d) Current & Previous Employer relieving letter & experience letter
e) Current Employer appointment letter
f) Last 3 month of salary slip, Form 16
g) Copy of Pan Card
h) Copy of Aadhar Card
i) Tax Certificate from previous employer.
j) Canceled Cheque

Kindly return the duplicate copy of this offer letter, signed as a token of your acceptance.

We look forward to a long mutually beneficial and rewarding association.

Yours faithfully,

For Pickrr Technologies Private Limited

Director

Pickrr Technologies Private Limited

ANNEXURE- I

Name: Preet Kharbanda

DOJ: May 01, 2021

Department: Sales

Location: Gurgaon

Head Office-Fourth Floor, 448A, Udyog Vihar, Ph-5, Gurgaon, Haryana, 122022

Gross	**48,200**

COMPONENTS	**MONTHLY**	**ANNUAL**
	Amount in	
Basic Salary	24,100	289,200
HRA	12,050	144,600
Special Allowance	12,050	144,600
Gross	**48,200**	**578,400**
Esic Employer	-	-
PF(Employer Cont.)	1,800	21,600
Variable (As per offer letter)	-	200,000
CTC Total	**50,000**	**800,000**

Net Take Home	**46,400**	Before deducting tax

Authorized Signatory

Employee Signature

Pickrr Technologies Private Limited

Dated: April 23, 2021

Dear Mr. Shriyans Surana

It's been a pleasure interacting with you and we are truly inspired to have you as part of the original team that will help build Pickrr.

We are pleased to extend an offer to join us as **'Business Development Manager'** and would like to formally welcome you to our team.

We believe that you would be a great addition to our team and we look forward to working with you. We are building an organization, where professionals find complete satisfaction of a challenging job and an interesting work environment. We welcome your contributions in this regard as well.

The terms and conditions of the Offer are as under:

I. You will be designated as **'Business Development Manager'** and will be based out of Gurugram;
II. The date of commencement of your employment will be **May 01, 2021**;
III. You will be entitled to an annual cost to Company of **INR 09 lacs (INR 07 Lacs Fixed and INR 02 Lac variable).** The breakdown of your Remuneration is detailed in **Annexure I** of this letter;
IV. Your employment will be subject to the terms and conditions mentioned in your employment letter which will be issued to you on your Date of Joining ("Employment Letter").
V. You will be on probation for a period of 3 months from the Date of Joining.
VI. In case if anytime you wish to resign from your services at Pickrr, you need to serve One -month notice.

You are requested to report at our Gurgaon office latest by **May 01, 2021.** The address and contact numbers are as follows.

M/s Pickrr Technologies Pvt. Ltd
Fourth Floor, 448A, Udyog Vihar, Ph-5,
Gurgaon, Haryana, 122022

We shall appreciate your confirmation of acceptance of the above offer latest by April 25, 2021. **Non-acceptance before the stipulated date shall make this offer redundant automatically.**

You are requested to bring along the following documents on your date of joining and hand over to the HR department. **(Photocopy only) as mention below:-**

a) Passport size Photographs- 2 copies
b) Self-Attested documents of your all educational and degree certificate (X, XII, Degree, PG Certificate)
c) Permanent & Temporary address proof and telephone no.
d) Current & Previous Employer relieving letter & experience letter
e) Current Employer appointment letter
f) Last 3 month of salary slip, Form 16
g) Copy of Pan Card
h) Copy of Aadhar Card
i) Tax Certificate from previous employer.
j) Canceled Cheque

Kindly return the duplicate copy of this offer letter, signed as a token of your acceptance.

We look forward to a long mutually beneficial and rewarding association.

Yours faithfully,

For Pickrr Technologies Private Limited

Director

Pickrr Technologies Private Limited

ANNEXURE- I

Name: Shriyans Surana
DOJ: May 01, 2021
Department: Sales
Location: Gurgaon
Head Office-Fourth Floor, 448A, Udyog Vihar, Ph-5, Gurgaon, Haryana, 122022

Gross	**56,533**

COMPONENTS	**MONTHLY**	**ANNUAL**
	Amount in	
Basic Salary	28,267	339,200
HRA	14,133	169,600
Special Allowance	14,133	169,600
Gross	**56,533**	**678,400**
Esic Employer	-	-
PF(Employer Cont.)	1,800	21,600
Variable (As per offer letter)	-	200,000
CTC Total	**58,333**	**900,000**

Net Take Home	**54,733**	Before deducting tax

Authorized Signatory

Employee Signature

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Offer breakup : Pramit Ray

3 messages

Abha Walvekar <abha.walvekar@eaisystems.com> Tue, Apr 20, 2021 at 1:42 PM
To: "pramit.ray50@gmail.com" <pramit.ray50@gmail.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Gayatri pate <gayatri.pate@eaisystems.com>

Hi Pramit,

We are happy to offer you the role of **Management Trainee** with a CTC of **5.5 Lacs per annum**, breakup of which is as follows. Please confirm your acceptance and send across the documents as listed below to take ahead with the formal offer letter :

Salary Structure		
Components	**Amount (in Rs.)**	**Monthly (in Rs.)**
Basic	275,000	22,917
HRA	137,500	11,458
LTA	60,000	5,000
Children Education Allowance	2,400	200
Professional Upkeep Allowance	30,000	2,500
CCA	10,273	856
Total Salary	**515,173**	**42,931**
Retirement Benefits:		
Employer Contribution to Provident Fund		1,800

	21,600	
Gratuity (4.81% of Basic)	13,228	1,102
Total CTC	**550,000**	

Documents required to start the Offer Process.

1. Passport (Front & Back page)
2. ID Proof (PAN card, Aadhar Card)
3. Proof of Current residence (*Please provide the address related documents such as lease agreement in case your address on Passport and current address are different.)
4. Educational Certificates (Highest Degree to Std. X) and Professional Certificates
6. Previous Jobs certificates (Offering & Reliving Letter of the Previous Employer)
7. Payslips for the Previous Job (last 3 months payslips) & Form 16.
8. Reference Check: Official Email Id/Phone number from your line Manager and HR. Please provide both as its mandatory.
9. Other Contact Details (in case of Emergency) : Spouse/Father/ mother : _____
10. Passport size photograph

After receiving all the above documents from you, we will proceed further.

Regards,

Abha Walvekar

HR and Operations Executive

EAI SYSTEMS LIMITED

London I Amsterdam I Munich I San Francisco I Mumbai

Mobile : +44 (0)7983730201 | **Email** : abha.walvekar@eaisystems.com

Web: www.eaisystems.com | **Address:** 616, 45 Moorfields, Moorgate, London, EC2Y 9AE, UK

Pramit Ray <pramit.ray50@gmail.com> Wed, Apr 21, 2021 at 12:13 AM
To: Abha Walvekar <abha.walvekar@eaisystems.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Gayatri pate <gayatri.pate@eaisystems.com>

Respected Mam,

Thank you for your offer of **Management Trainee** at **EAI SYSTEMS LIMITED.**

I am delighted to formally **accept** the offer and I am very much looking forward to joining the team.

As discussed, my job title "**Management Trainee"** will be changed to "**Business Analyst**" on the completion of 6 months.

I am attaching all the documents you asked for except my previous 3 months P**ayslip** and **Form 16** from my previous company. I need 2 more days to submit those documents and I am yet to get the **Provisional certificate** from my college (**IBS Hyderabad**)

Reference Check: Official Email Id/Phone number from your line Manager and HR. Please provide both as it is mandatory.
1. Sachin Jain - Delivery Manager - sjaj9@allstate.com - 7760166722
2. Sudhamayee Nayak - HR - snayh@allstate.com - 8880345348

Other Contact Details (in case of Emergency) :
Father - PRAFULLA KUMAR RAY
MOB - 7908009494

Please let me know if I missed anything.

Thanks in advance.

Regards,
PRAMIT RAY
MBA 2019-21
IBS HYDERABAD

[Quoted text hidden]

10 attachments

Pramit_Pic.jpg
128K

Passport.pdf
133K

Aadhar Card.pdf
119K

PAN Card.pdf
40K

Current Residence Proof.pdf
117K

12th Certificate.pdf
162K

10th_ certificates.pdf
828K

Graduation_Certificate.pdf
438K

Allstate Offer Letter.pdf
1137K

Exp_Certificate_Allstate.pdf
168K

Pramit Ray <pramit.ray50@gmail.com> Thu, Apr 22, 2021 at 11:12 PM
To: Abha Walvekar <abha.walvekar@eaisystems.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Gayatri pate <gayatri.pate@eaisystems.com>

Hello Mam,

Hope you are doing great and healthy.

I am attaching my **Form 16** and 1 month of my **payslip** (Due to the change in vendor in my previous employer **-** Allstate, the old payslips are not accessible).

Please let me know if that is fine with you.

Waiting for your reply.

Thanks in advance.

Regards,
PRAMIT RAY
MBA 2019-21
IBS HYDERABAD

Sender notified by
Mailtrack

[Quoted text hidden]

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2 attachments

praye@allstate.com_F16.pdf
66K

payslip.pdf
139K

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ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Additional resumes for RA requirement.

Anisha Agarwal <anisha.agarwal@byjus.com> Tue, Apr 20, 2021 at 5:33 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Gokul S <gokul.s@byjus.com>

Hi,

PFB list of final select for Recruitment Associate profile.

Candidate Name	Candidate Email ID	Candidate Contact Number	Date of Joining	CTC
AISHWARYA NAIR	aishwarya.nair0515@gm	8108251460	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Anandita Hazra	anandita.hazra19@ibsinc	8903320138	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Harneet Kaur	harneetkalsi6@gmail.con	9915080763	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Mariya Peeyus kottam	mariyapeeyusk@gmail.c	8589028672	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Pranjali Mahajan	pranjalimahajan98@gma	9130963335	9th April	INR (4 LPA Fixed + 2 LPA Variable)
William Carey Gurindapalli	williamcarey0709@yahoo	9908994452	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Samvedi Shrikhande	samvedi.shrikhande@gm	8208458229	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Diksha Tomar.	diksha.tomar19@ibsindia	9870470419	9th April	INR (4 LPA Fixed + 2 LPA Variable)
RAJAT SHARMA	sharmaaa.rajat@gmail.c	8126961979	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Pratikshya Nayak	Pratikshyanayak42@gma	9.44E+09	9th April	INR (4 LPA Fixed + 2 LPA Variable)
Sanghita Dutta	sanghitadutta4@gmail.com	7003836198	7th May	INR (4 LPA Fixed + 2 LPA Variable)

Warm Regards,

Anisha Agarwal

Byju's (Think & Learn Pvt. Ltd)

Winner of Deloitte Tech Fast 50 India & Fast 500 Asia(2012-2015)

Winner of VC Circle Award-Education Company of the Year (2016)

Winner of CNBC TV18 Crisil Emerging India Award for Education

India's Most Loved Learning Company with 7.2 Lakh+ likes on Facebook

Mail me: anisha.agarwal@byjus.com

Follow us- youtube.com/byjusclasses

Visit us- byjus.com

[Quoted text hidden]

Please consider the environment before printing this mail

The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

Rajith Sukhavasi <rajiths@ibsindia.org>

Ghost Concept Software Services Pvt Ltd

Hr Gkc <hr@gkcfood.com> Tue, Apr 20, 2021 at 6:19 PM
To: moinak428@gmail.com
Cc: Rajith Sukhavasi <rajiths@ibsindia.org>

Dear J.Moinak,

Congratulations on your **offer** from Ghost Concepts Software Services Pvt Ltd! We are delighted to **offer** you the position of **Product Manager** find the attachment of your offer letter. Revert back with your confirmation and Documents.

Regards

HR Department

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offer letter Monik.pdf
276K

Ghost Concepts Software Services Pvt Ltd

Offer Letter

Date: 20/04/2021,
Station: Hyderabad,
Ref/HR-EOL/HYD/4/3-21

To,
Mr. **Moinak Bhattacharjee,**
Address: Hyderabad.

Dear **Mr. Moinak Bhattacharjee,**
We are pleased to inform you that, after careful consideration, Ghost Concepts Software Services Pvt Ltd have decided to extend the following full-time employment offer to you as **Product Manager** the following terms and conditions.

1. You will be given CTC of **Rs 5,50,000/- (Rupees Five Lakh Fifty Thousand only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms.

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ghost Concepts Software Services Pvt Ltd.,** family and look forward to a fruitful collaboration

With best wishes,
Ghost Concepts Software Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

Ghost Concepts Software Services Pvt Ltd

Annexure A

Name	**Moinak Bhattacharjee**
Designation	**Product Manager**
Department	**Operations**
Location/Branch	**Hyderabad**

Pay Components (A)	**Monthly**	**Yearly**
Basic	17613	211360
HRA	7045	84540
Journal Allownace	1000	12000
C.Edu Allowance	200	2400
C.Host Allowance	600	7200
Gift Voucher	417	5004
Special Allowance	17158	205896
Total Gross Salary	**44033**	**528400**
Employer Contributions (B)		
Provident Fund	1800	21600
Total Contributions	**1800**	**21600**

Total CTC Incl benefits (A+B+C)	**45833**	**550000**

Annual CTC (in words): **Rupees Five Lakh Fifty Thousand only**

Note:

1. Leave Encashment can be availed at the end of calendar year based on availability.
2. PF and PT deductions in CTC are as per the statutory norms.

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Offer breakup : Raunak Sayyed

2 messages

Abha Walvekar <abha.walvekar@eaisystems.com> Tue, Apr 20, 2021 at 1:27 PM
To: "raunak.sayyed@gmail.com" <raunak.sayyed@gmail.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Gayatri pate <gayatri.pate@eaisystems.com>

Hi Raunak,

We are happy to offer you the role of **Management Trainee** with a CTC of **4.5 Lacs per annum**, breakup of which is as follows. Please confirm your acceptance and send across the documents as listed below to take ahead with the formal offer letter :

Salary Structure		
Components	Amount (in Rs.)	Monthly (in Rs.)
Basic	225,000	18,750
HRA	112,500	9,375
LTA	30,000	2,500
Children Education Allowance	2,400	200
Professional Upkeep Allowance	30,000	2,500
CCA	17,678	1,473
Total Salary	417,578	34,798
Retirement Benefits:		
Employer Contribution to Provident Fund	21,600	1,800
Gratuity (4.81% of Basic)	10,823	902
Total CTC	450,000	

Documents required to start the Offer Process.

1. Passport (Front & Back page)

2. ID Proof (PAN card, Aadhar Card)

3. Proof of Current residence (*Please provide the address related documents such as lease agreement in case your address on Passport and current address are different.)

4. Educational Certificates (Highest Degree to Std. X) and Professional Certificates

6. Previous Jobs certificates (Offering & Reliving Letter of the Previous Employer)

7. Payslips for the Previous Job (last 3 months payslips) & Form 16.

8. Reference Check: Official Email Id/Phone number from your line Manager and HR. Please provide both as its mandatory.

9. Other Contact Details (in case of Emergency) : Spouse/Father/ mother : _____

10. Passport size photograph

After receiving all the above documents from you, we will proceed further.

Regards,

Abha Walvekar

HR and Operations Executive

EAI SYSTEMS LIMITED

London I Amsterdam I Munich I San Francisco I Mumbai

Mobile : +44 (0)7983730201 | **Email** : abha.walvekar@eaisystems.com

Web: www.eaisystems.com | **Address:** 616, 45 Moorfields, Moorgate, London, EC2Y 9AE, UK

---

raunak sayyed <raunak.sayyed@gmail.com> Wed, Apr 21, 2021 at 8:59 AM
To: Abha Walvekar <abha.walvekar@eaisystems.com>
Cc: Praveen Ch <praveench@ibsindia.org>, Gayatri pate <gayatri.pate@eaisystems.com>

Respected Madam

I accept this offer. I will send you the documents till midnight.

Thank you
Yours sincerely
Raunak
[Quoted text hidden]

Date: May 7, 2021

AASHISH SHRIVASTAV
Gurgaon

Dear Aashish,

Subject: Offer of Employment cum Appointment order at Nielsen (India) Private Limited

We are very pleased to offer you employment at Nielsen (India) Private Limited We are the world's leading information and measurement company and are looked upon for providing customized and tailor made apt solutions to our clients in the Market Research space. We congratulate you on your decision to join this dynamic and motivated band of professionals and welcome you to the Nielsen family!

You would be joining the company as **Research Executive** and in this role you will be based at **Gurgaon.**

However, you will appreciate that the company reserves the right to change your job title, job responsibilities, reporting relationship or the location of posting at any time.

The terms and conditions of the appointment are set forth below:

Position - "Research Executive"

Global Job Band – **8**

COE – RI _ Client Delivery

Salary & Perquisites - Your annual Total Base Salary (TBS) is **INR 701423 /-** which will be payable monthly on a pro-rata basis. Details of your annual salary and perks (Hypothetical CTC) are shown in the attached **Annexure-II**. Your hypothetical CTC is **INR 725,000/-.** An annual performance review will be conducted to assess your performance and to provide the basis for salary review.

In order to maintain the highest standards for our new associates, a further condition of this offer is that you must successfully clear your final examinations.
Nielsen requires an official copy of your Mark sheet within three months of your joining date. If you fail to meet this standard, Nielsen reserves the right to rescind this offer

Leave Entitlement – You will be entitled to the following types of leaves:

- 24 days Privilege Leave (on confirmation, six months from the date of joining) as per company's policy;
- 10 days of Casual Leave (prorated from the date of joining, as leave is calculated as per Financial year) which cannot be carried forward or converted into cash;
- 8 days of Sick Leave which may be accumulated up to a maximum of 30 days but cannot be converted into cash.

Provident Fund (EPF) - Nielsen contributes towards EPF and you hereby consent to such contribution, including your participation towards such EFP. In keeping with applicable law, you will be entitled to benefits

such as under the Employee State Insurance Act, 1948 and the Payment of Gratuity Act, 1972, as is applicable to you.

Income Tax - You will be responsible and liable for filing and payment of your taxes on income in all applicable jurisdictions

Probation – You will undergo a probationary period of six months. Upon successful completion of probation you will be confirmed in the services of the company. During or at the end of the probation period, or any extension thereof, employment may be terminated by either party giving 15 days notice or notice pay in lieu of notice, without assigning any reason thereof.

Termination – Written notice is required by either party to terminate this contract. As per the policy notice period is one month for band 9 to band 11, two months for band 5 to band 8, and three months for band 4 and above or notice pay in lieu of notice in the event of resignation or any kind of termination including dismissal or redundancy. The employer reserves the right to dismiss without notice in the event of serious misconduct.

Retirement - You will retire from the services of the company on attaining 58 years of age.

The Nielsen Company Code of Conduct –Your terms and conditions of employment are also governed by the Nielsen Code of Conduct a copy of the same is attached herewith and any other applicable policy of Nielsen, as updated from time to time. Please go through the document(s) and convey your acceptance along with this offer of employment.

Confidentiality-
All information disclosed to you during the course of your employment with Nielsen is deemed confidential and should be maintained as confidential unless communicated otherwise. Any contravention or breach in this understanding would constitute a material breach of applicable policies of Nielsen for which Nielsen may initiate disciplinary action, including but not limited to termination of your employment. Please confirm you acceptance by affixing your signature and return the attached "Employee Confidentiality, Proprietary Rights and Conflicts Agreement", appended herein.

Working Hours – Your work hours including any need to work in shifts will be informed to you on your joining date. Nielsen reserves the right to introduce new shift timings/schedules depending on the nature and exigencies of business which more particularly are required to cater to the internal/external client's ever changing demands. Any variation in your work hours will be communicated to you by your supervisor. Non adherence to this provision constitutes a ground for termination. Any appeals against such a termination notice can be appealed against to the Chief Human Resource Officer, whose decision shall be final in this regard.

Privacy and personal information (including sensitive personal data or information) - By accepting this offer of employment, you consent to Nielsen collecting, using, or disclosing your personal information for any purpose directly or indirectly connected with your employment. This may include transfer of your personal information within the organisation to other states, territory or country as required by law for internal administrative purposes.
Some examples of personal information as detailed under Rule 3 of the Information Technology(Reasonable security practices and procedures and sensitive personal data and information)

Rules, 2011 ("IT Rules"), would be (i) financial information such as bank account or other payment instrument details; and(ii) medical records . This may be collected used or disclosed for purposes including but not limited to administering your employment relationship, processing your pay, conducting background checks and generally discharging all human resource management activities.

Please note that Nielsen will only collect personal information for the purposes mentioned above. The personal information so collected by Nielsen is solely utilized for the specific purpose of maintaining a repository of employee information in order to comply with statutory or regulatory requirements prescribed by applicable law or for internal requirements as mentioned above.

Nielsen represents that except for the purposes mentioned herein or if required under law, Nielsen will not disclose to any third party or otherwise use in any manner the personal information, without your prior consent. You provide your unequivocal consent to Nielsen using your personal information in the manner specified above.

Assignment Guide/Right to Amend – Conditions and circumstances not covered in this letter will be in accordance with established Company policy. The Company reserves the right to revise or amend the provisions outlined in this agreement as circumstances necessitate. This agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements and understandings between the parties as to the subject matter of this agreement. Except as otherwise provided herein, this agreement may be changed only in writing and with the signatures of all parties.

Governing Law and Jurisdiction – This employment cum appointment order shall be governed by and construed in accordance with the laws of India. The courts at Mumbai/New Delhi shall have exclusive jurisdiction on the matters arising from or herein, without regard to the principles of conflicts of laws.

Notices – Any notice or other communication to be given by one party to the other pursuant to the employment cum appointment order shall be made in writing and signed by or on behalf of the party giving it. It shall be served by letter or facsimile transmission or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission or email, provided that the sender has received a receipt indicating proper transmission) and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address of such party) or 5 (five) days after being dispatched in the post, postage prepaid, by registered mail to such party at the address set out above in case of the employee or the Nielsen office as applicable depending on your location of employment.

Should you agree to the terms set out in this letter, please kindly sign and return the duplicate copy of this letter together with the "Employee Confidentiality, Proprietary Rights and Conflicts Agreement" to us.

We are all looking forward to working with you in your role with Nielsen. We think the future holds great things, and we look forward to you sharing in our success.

Yours faithfully
For and on behalf of Nielsen (India) Private Limited

Anand Pandya
Executive Director, Human Resources

Date: May 7, 2021

Ashish Umesh Balsurkar
Mumbai

Dear Ashish,

Subject: Offer of Employment cum Appointment order at Nielsen (India) Private Limited

We are very pleased to offer you employment at Nielsen (India) Private Limited We are the world's leading information and measurement company and are looked upon for providing customized and tailor made apt solutions to our clients in the Market Research space. We congratulate you on your decision to join this dynamic and motivated band of professionals and welcome you to the Nielsen family!

You would be joining the company as **Research Executive** and in this role you will be based at **Mumbai.**

However, you will appreciate that the company reserves the right to change your job title, job responsibilities, reporting relationship or the location of posting at any time.

The terms and conditions of the appointment are set forth below:

Position - "Research Executive"

Global Job Band – **8**

COE – RI _ Client Delivery

Salary & Perquisites - Your annual Total Base Salary (TBS) is **INR 701423 /-** which will be payable monthly on a pro-rata basis. Details of your annual salary and perks (Hypothetical CTC) are shown in the attached **Annexure-II**. Your hypothetical CTC is **INR 725,000/-.** An annual performance review will be conducted to assess your performance and to provide the basis for salary review.

In order to maintain the highest standards for our new associates, a further condition of this offer is that you must successfully clear your final examinations.
Nielsen requires an official copy of your Mark sheet within three months of your joining date. If you fail to meet this standard, Nielsen reserves the right to rescind this offer

Leave Entitlement – You will be entitled to the following types of leaves:

- 24 days Privilege Leave (on confirmation, six months from the date of joining) as per company's policy;
- 10 days of Casual Leave (prorated from the date of joining, as leave is calculated as per Financial year) which cannot be carried forward or converted into cash;
- 8 days of Sick Leave which may be accumulated up to a maximum of 30 days but cannot be converted into cash.

Provident Fund (EPF) - Nielsen contributes towards EPF and you hereby consent to such contribution, including your participation towards such EFP. In keeping with applicable law, you will be entitled to benefits

such as under the Employee State Insurance Act, 1948 and the Payment of Gratuity Act, 1972, as is applicable to you.

Income Tax - You will be responsible and liable for filing and payment of your taxes on income in all applicable jurisdictions

Probation – You will undergo a probationary period of six months. Upon successful completion of probation you will be confirmed in the services of the company. During or at the end of the probation period, or any extension thereof, employment may be terminated by either party giving 15 days notice or notice pay in lieu of notice, without assigning any reason thereof.

Termination – Written notice is required by either party to terminate this contract. As per the policy notice period is one month for band 9 to band 11, two months for band 5 to band 8, and three months for band 4 and above or notice pay in lieu of notice in the event of resignation or any kind of termination including dismissal or redundancy. The employer reserves the right to dismiss without notice in the event of serious misconduct.

Retirement - You will retire from the services of the company on attaining 58 years of age.

The Nielsen Company Code of Conduct –Your terms and conditions of employment are also governed by the Nielsen Code of Conduct a copy of the same is attached herewith and any other applicable policy of Nielsen, as updated from time to time. Please go through the document(s) and convey your acceptance along with this offer of employment.

Confidentiality-
All information disclosed to you during the course of your employment with Nielsen is deemed confidential and should be maintained as confidential unless communicated otherwise. Any contravention or breach in this understanding would constitute a material breach of applicable policies of Nielsen for which Nielsen may initiate disciplinary action, including but not limited to termination of your employment. Please confirm you acceptance by affixing your signature and return the attached "Employee Confidentiality, Proprietary Rights and Conflicts Agreement", appended herein.

Working Hours – Your work hours including any need to work in shifts will be informed to you on your joining date. Nielsen reserves the right to introduce new shift timings/schedules depending on the nature and exigencies of business which more particularly are required to cater to the internal/external client's ever changing demands. Any variation in your work hours will be communicated to you by your supervisor. Non adherence to this provision constitutes a ground for termination. Any appeals against such a termination notice can be appealed against to the Chief Human Resource Officer, whose decision shall be final in this regard.

Privacy and personal information (including sensitive personal data or information) - By accepting this offer of employment, you consent to Nielsen collecting, using, or disclosing your personal information for any purpose directly or indirectly connected with your employment. This may include transfer of your personal information within the organisation to other states, territory or country as required by law for internal administrative purposes.
Some examples of personal information as detailed under Rule 3 of the Information Technology(Reasonable security practices and procedures and sensitive personal data and information)

Rules, 2011 ("IT Rules"), would be (i) financial information such as bank account or other payment instrument details; and(ii) medical records . This may be collected used or disclosed for purposes including but not limited to administering your employment relationship, processing your pay, conducting background checks and generally discharging all human resource management activities.

Please note that Nielsen will only collect personal information for the purposes mentioned above. The personal information so collected by Nielsen is solely utilized for the specific purpose of maintaining a repository of employee information in order to comply with statutory or regulatory requirements prescribed by applicable law or for internal requirements as mentioned above.

Nielsen represents that except for the purposes mentioned herein or if required under law, Nielsen will not disclose to any third party or otherwise use in any manner the personal information, without your prior consent. You provide your unequivocal consent to Nielsen using your personal information in the manner specified above.

Assignment Guide/Right to Amend – Conditions and circumstances not covered in this letter will be in accordance with established Company policy. The Company reserves the right to revise or amend the provisions outlined in this agreement as circumstances necessitate. This agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements and understandings between the parties as to the subject matter of this agreement. Except as otherwise provided herein, this agreement may be changed only in writing and with the signatures of all parties.

Governing Law and Jurisdiction – This employment cum appointment order shall be governed by and construed in accordance with the laws of India. The courts at Mumbai/New Delhi shall have exclusive jurisdiction on the matters arising from or herein, without regard to the principles of conflicts of laws.

Notices – Any notice or other communication to be given by one party to the other pursuant to the employment cum appointment order shall be made in writing and signed by or on behalf of the party giving it. It shall be served by letter or facsimile transmission or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission or email, provided that the sender has received a receipt indicating proper transmission) and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address of such party) or 5 (five) days after being dispatched in the post, postage prepaid, by registered mail to such party at the address set out above in case of the employee or the Nielsen office as applicable depending on your location of employment.

Should you agree to the terms set out in this letter, please kindly sign and return the duplicate copy of this letter together with the "Employee Confidentiality, Proprietary Rights and Conflicts Agreement" to us.

We are all looking forward to working with you in your role with Nielsen. We think the future holds great things, and we look forward to you sharing in our success.

Yours faithfully
For and on behalf of Nielsen (India) Private Limited

Anand Pandya
Executive Director, Human Resources

27 April, 2021

Nikita Anand

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Nikita**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **5 May, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Nikita Anand (C000003029951), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Nikita Anand

Date:
28/4/2021

Annexure 1

Private and confidential

Date: 27 April, 2021
Name: Nikita Anand
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Nikita Anand ("You**" and all similar references).

1. <u>Definitions</u>

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **27 April, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **5 May, 2021**.

2. Employment

You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
	Nikita Anand
Director – Human Capital	**Nikita Anand**
Dated:	Dated: 28/4/2021

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Final Selection and consolidated list.

Datta Arnab <arnab.datta@tatapower.com> Mon, Jul 26, 2021 at 3:27 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>
Cc: Desa Manial <manial.desa@tatapower.com>, Maheshwari Anusha <anusha.maheshwari@tatapower.com>

Dear Rajith,

As discussed over call, please find below the list of students who have been recruited in Tata Power for a CTC of 6.06 Lakhs per annum

Enroll	Name
19BSPHH01C0057	Adamya Pratap
19BSPHH01C0305	Chitra Agrawal
19BSPHH01C0336	Devendra Anand Gowda
19BSPHH01C0520	Khushboo Gupta
19BSPHH01C0735	Nishtha Sharma
19BSPHH01C0842	PRIYADHARSHINI
19BSPHH01C0907	Renuka Tailor
19BSPHH01C0944	Riya Khandare
19BSPHH01C1115	SHIVAM KHANNA
19BSPHH01C1232	SRISHTI SINGH

Regards,

Arnab Datta

Management Trainee - HR

The Tata Power Company Limited, Corporate Center B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai 400 009, Maharashtra, India

Mobile: 9903419367

From: Rajith Sukhavasi [mailto:rajiths@ibsindia.org]
Sent: Thursday, July 8, 2021 11:38 AM
To: Datta Arnab <arnab.datta@tatapower.com>
Subject: Final Selection and consolidated list.

[EXTERNAL sender, Exercise caution..!]

[Quoted text hidden]

Disclaimer:- Information contained and transmitted by this email is confidential and proprietary to The Tata Power Company Ltd. and is included for use only by the addressee. If you are not the intended recipient, you are notified that any dissemination or copying of this email or contents therein is strictly prohibited. If this message is not intended for you, then you are requested to delete this email immediately and notify the originator.

Strictly Private & Confidential

Date: 26th April 2021

To
Mr. Rajith
Training & Placement Division
ICFAI Business School Hyderabad

Dear Rajith

Sub: **Intimation of Campus Selection**

Further to the Campus selection at your institute, we are pleased to inform that **1 (One)** student has been selected by Tata Power. Details of students selected/waitlisted are given in Annexure 'A'.

This offer is subject to the student clearing the qualifying examination with a **First Class (60%)** and being certified medically fit by our Chief Medical Officer. The selected candidates would be informed regarding the medical examination in due course of time. Detailed appointment letter will be sent separately.

We would request you to please confirm the acceptance of the offer by the above students in order to enable us to make necessary arrangements at our end.

Thanking you,

Yours faithfully,

For Tata Power Company Limited

Manial Desa

Head - Campus & Cadre Management (Tata Power)

TATA POWER

The Tata Power Company Limited
Corporate Center 34 Sant Tukaram Road Carnac Bunder Mumbai 400 009
Corporate Human Resources Tel 91 22 6717 1403
Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001
CIN:L28920MH1919PLC000567 Website : www.tatapower.com Email: tatapower@tatapower.com

ANNEXURE 'A'

LIST OF STUDENTS (ICFAI Business School Hyderabad)

Sr. No	Candidate ID	Name of the student	Course	Job Role	Result
1	TATA/1611374132195	Khushboo Gupta	MBA/PGDM (Marketing)	Executive Trainee - Marketing	SELECTED

Manial Desa

Head - Campus & Cadre Management (Tata Power)

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Congratulations !!

Purnima Sharma <hr@sppl.ind.in> Mon, Apr 26, 2021 at 12:29 PM
To: lalmalvika03@gmail.com
Cc: Raj Kishore Nayak <rajkishore@ibsindia.org>, Avneet Singh Marwah <avneet@kodaktv.in>, Anurag Patidar <anurag@kodaktv.in>

Dear Malvika

With reference to your application for employment in our company and the subsequent discussion, we have the pleasure in offering you employment as

Designation: Assistant Manager- Marketing
Department: Marketing
Location: Okhla

Your CTC will be INR 5,00,000 per annum only (Five lakh per annum only).
Your date of Joining will be on 3rd- May-2021.

You will report at 10:00am at the address mentioned below
S-24, Okhla Industrial Area, Phase-II,New Delhi

In case you fail to accept the offer by 27-April-2021, this LOI shall stand cancelled / nullified.

The following documents need to be submitted on the date of Joining:

1. 4 passport size color photographs
2. Academic qualification certificates from matriculation to highest qualification.
3. Medical Fitness certificate issued by registered doctor (Minimum MBBS level).
4. Experience Certificate from the previous organizations.

For any query, you may get in touch with us at **Hr@sppl.ind.in**

A detailed appointment letter will be issued to you on your date of joining the organization.

Welcome to **SPPL** and we look forward to your contributions in growing the business.

Thanks & Regards,

Purnima Sharma

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www.kodaktv.in | **www.thomsonindia.com** | **+918744817837**

SPPL

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ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Pl upload it in PMS

Raj Kishore Nayak <rajkishore@ibsindia.org> Tue, Jul 27, 2021 at 7:13 PM
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Purnima Sharma** <hr@sppl.ind.in>
Date: Mon, Apr 26, 2021 at 12:33 PM
Subject: Congratulations !!
To: <smritibhardwaj.1234@gmail.com>
Cc: Avneet Singh Marwah <avneet@kodaktv.in>, Anurag Patidar <anurag@kodaktv.in>, Raj Kishore Nayak <rajkishore@ibsindia.org>, TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

Dear Smriti

With reference to your application for employment in our company and the subsequent discussion, we have the pleasure in offering you employment as

Designation: Assistant Manager- Marketing
Department: Marketing
Location: Okhla

Your CTC will be INR 5,00,000 per annum only (Five lakh per annum only).
Your date of Joining will be on and before 14th- May-2021.

You will report at 10:00am at the address mentioned below
S-24, Okhla Industrial Area, Phase-II,New Delhi

In case you fail to accept the offer by 27-April-2021, this LOI shall stand cancelled / nullified.

The following documents need to be submitted on the date of Joining:

1. 4 passport size color photographs
2. Academic qualification certificates from matriculation to highest qualification.
3. Medical Fitness certificate issued by registered doctor (Minimum MBBS level).
4. Experience Certificate from the previous organizations.

For any query, you may get in touch with us at **Hr@sppl.ind.in**

A detailed appointment letter will be issued to you on your date of joining the organization.

Welcome to **SPPL** and we look forward to your contributions in growing the business.

Thanks & Regards,

Purnima Sharma

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SPPL
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KODAK | THOMSON friendly technology | White-Westinghouse

Date: May 7, 2021

Steve Dsouza
Mumbai

Dear Steve,

Subject: Offer of Employment cum Appointment order at Nielsen (India) Private Limited

We are very pleased to offer you employment at Nielsen (India) Private Limited We are the world's leading information and measurement company and are looked upon for providing customized and tailor made apt solutions to our clients in the Market Research space. We congratulate you on your decision to join this dynamic and motivated band of professionals and welcome you to the Nielsen family!

You would be joining the company as **Research Executive** and in this role you will be based at **Mumbai.**

However, you will appreciate that the company reserves the right to change your job title, job responsibilities, reporting relationship or the location of posting at any time.

The terms and conditions of the appointment are set forth below:

Position - "Research Executive"

Global Job Band – **8**

COE – RI _ Client Delivery

Salary & Perquisites - Your annual Total Base Salary (TBS) is **INR 701,423 /-** which will be payable monthly on a pro-rata basis. Details of your annual salary and perks (Hypothetical CTC) are shown in the attached **Annexure-II**. Your hypothetical CTC is **INR 725,000/-.** An annual performance review will be conducted to assess your performance and to provide the basis for salary review.

In order to maintain the highest standards for our new associates, a further condition of this offer is that you must successfully clear your final examinations.
Nielsen requires an official copy of your Mark sheet within three months of your joining date. If you fail to meet this standard, Nielsen reserves the right to rescind this offer

Leave Entitlement – You will be entitled to the following types of leaves:

- 24 days Privilege Leave (on confirmation, six months from the date of joining) as per company's policy;
- 10 days of Casual Leave (prorated from the date of joining, as leave is calculated as per Financial year) which cannot be carried forward or converted into cash;
- 8 days of Sick Leave which may be accumulated up to a maximum of 30 days but cannot be converted into cash.

Provident Fund (EPF) - Nielsen contributes towards EPF and you hereby consent to such contribution, including your participation towards such EFP. In keeping with applicable law, you will be entitled to benefits

such as under the Employee State Insurance Act, 1948 and the Payment of Gratuity Act, 1972, as is applicable to you.

Income Tax - You will be responsible and liable for filing and payment of your taxes on income in all applicable jurisdictions

Probation – You will undergo a probationary period of six months. Upon successful completion of probation you will be confirmed in the services of the company. During or at the end of the probation period, or any extension thereof, employment may be terminated by either party giving 15 days notice or notice pay in lieu of notice, without assigning any reason thereof.

Termination – Written notice is required by either party to terminate this contract. As per the policy notice period is one month for band 9 to band 11, two months for band 5 to band 8, and three months for band 4 and above or notice pay in lieu of notice in the event of resignation or any kind of termination including dismissal or redundancy. The employer reserves the right to dismiss without notice in the event of serious misconduct.

Retirement - You will retire from the services of the company on attaining 58 years of age.

The Nielsen Company Code of Conduct –Your terms and conditions of employment are also governed by the Nielsen Code of Conduct a copy of the same is attached herewith and any other applicable policy of Nielsen, as updated from time to time. Please go through the document(s) and convey your acceptance along with this offer of employment.

Confidentiality-
All information disclosed to you during the course of your employment with Nielsen is deemed confidential and should be maintained as confidential unless communicated otherwise. Any contravention or breach in this understanding would constitute a material breach of applicable policies of Nielsen for which Nielsen may initiate disciplinary action, including but not limited to termination of your employment. Please confirm you acceptance by affixing your signature and return the attached "Employee Confidentiality, Proprietary Rights and Conflicts Agreement", appended herein.

Working Hours – Your work hours including any need to work in shifts will be informed to you on your joining date. Nielsen reserves the right to introduce new shift timings/schedules depending on the nature and exigencies of business which more particularly are required to cater to the internal/external client's ever changing demands. Any variation in your work hours will be communicated to you by your supervisor. Non adherence to this provision constitutes a ground for termination. Any appeals against such a termination notice can be appealed against to the Chief Human Resource Officer, whose decision shall be final in this regard.

Privacy and personal information (including sensitive personal data or information) - By accepting this offer of employment, you consent to Nielsen collecting, using, or disclosing your personal information for any purpose directly or indirectly connected with your employment. This may include transfer of your personal information within the organisation to other states, territory or country as required by law for internal administrative purposes.
Some examples of personal information as detailed under Rule 3 of the Information Technology(Reasonable security practices and procedures and sensitive personal data and information)

Rules, 2011 ("IT Rules"), would be (i) financial information such as bank account or other payment instrument details; and(ii) medical records . This may be collected used or disclosed for purposes including but not limited to administering your employment relationship, processing your pay, conducting background checks and generally discharging all human resource management activities.

Please note that Nielsen will only collect personal information for the purposes mentioned above. The personal information so collected by Nielsen is solely utilized for the specific purpose of maintaining a repository of employee information in order to comply with statutory or regulatory requirements prescribed by applicable law or for internal requirements as mentioned above.

Nielsen represents that except for the purposes mentioned herein or if required under law, Nielsen will not disclose to any third party or otherwise use in any manner the personal information, without your prior consent. You provide your unequivocal consent to Nielsen using your personal information in the manner specified above.

Assignment Guide/Right to Amend – Conditions and circumstances not covered in this letter will be in accordance with established Company policy. The Company reserves the right to revise or amend the provisions outlined in this agreement as circumstances necessitate. This agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements and understandings between the parties as to the subject matter of this agreement. Except as otherwise provided herein, this agreement may be changed only in writing and with the signatures of all parties.

Governing Law and Jurisdiction – This employment cum appointment order shall be governed by and construed in accordance with the laws of India. The courts at Mumbai/New Delhi shall have exclusive jurisdiction on the matters arising from or herein, without regard to the principles of conflicts of laws.

Notices – Any notice or other communication to be given by one party to the other pursuant to the employment cum appointment order shall be made in writing and signed by or on behalf of the party giving it. It shall be served by letter or facsimile transmission or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission or email, provided that the sender has received a receipt indicating proper transmission) and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address of such party) or 5 (five) days after being dispatched in the post, postage prepaid, by registered mail to such party at the address set out above in case of the employee or the Nielsen office as applicable depending on your location of employment.

Should you agree to the terms set out in this letter, please kindly sign and return the duplicate copy of this letter together with the "Employee Confidentiality, Proprietary Rights and Conflicts Agreement" to us.

We are all looking forward to working with you in your role with Nielsen. We think the future holds great things, and we look forward to you sharing in our success.

Yours faithfully
For and on behalf of Nielsen (India) Private Limited

Anand Pandya
Executive Director, Human Resources

Date: May 7, 2021

Swasti jain
Gurgaon

Dear Swasti,

Subject: Offer of Employment cum Appointment order at Nielsen (India) Private Limited

We are very pleased to offer you employment at Nielsen (India) Private Limited We are the world's leading information and measurement company and are looked upon for providing customized and tailor made apt solutions to our clients in the Market Research space. We congratulate you on your decision to join this dynamic and motivated band of professionals and welcome you to the Nielsen family!

You would be joining the company as **Research Executive** and in this role you will be based at **Gurgaon.**

However, you will appreciate that the company reserves the right to change your job title, job responsibilities, reporting relationship or the location of posting at any time.

The terms and conditions of the appointment are set forth below:

Position - "Research Executive"

Global Job Band – **8**

COE – RI _ Client Delivery

Salary & Perquisites - Your annual Total Base Salary (TBS) is **INR 701423 /-** which will be payable monthly on a pro-rata basis. Details of your annual salary and perks (Hypothetical CTC) are shown in the attached **Annexure-II**. Your hypothetical CTC is **INR 725,000/-.** An annual performance review will be conducted to assess your performance and to provide the basis for salary review.

In order to maintain the highest standards for our new associates, a further condition of this offer is that you must successfully clear your final examinations.
Nielsen requires an official copy of your Mark sheet within three months of your joining date. If you fail to meet this standard, Nielsen reserves the right to rescind this offer

Leave Entitlement – You will be entitled to the following types of leaves:

- 24 days Privilege Leave (on confirmation, six months from the date of joining) as per company's policy;
- 10 days of Casual Leave (prorated from the date of joining, as leave is calculated as per Financial year) which cannot be carried forward or converted into cash;
- 8 days of Sick Leave which may be accumulated up to a maximum of 30 days but cannot be converted into cash.

Provident Fund (EPF) - Nielsen contributes towards EPF and you hereby consent to such contribution, including your participation towards such EFP. In keeping with applicable law, you will be entitled to benefits

such as under the Employee State Insurance Act, 1948 and the Payment of Gratuity Act, 1972, as is applicable to you.

Income Tax - You will be responsible and liable for filing and payment of your taxes on income in all applicable jurisdictions

Probation – You will undergo a probationary period of six months. Upon successful completion of probation you will be confirmed in the services of the company. During or at the end of the probation period, or any extension thereof, employment may be terminated by either party giving 15 days notice or notice pay in lieu of notice, without assigning any reason thereof.

Termination – Written notice is required by either party to terminate this contract. As per the policy notice period is one month for band 9 to band 11, two months for band 5 to band 8, and three months for band 4 and above or notice pay in lieu of notice in the event of resignation or any kind of termination including dismissal or redundancy. The employer reserves the right to dismiss without notice in the event of serious misconduct.

Retirement - You will retire from the services of the company on attaining 58 years of age.

The Nielsen Company Code of Conduct –Your terms and conditions of employment are also governed by the Nielsen Code of Conduct a copy of the same is attached herewith and any other applicable policy of Nielsen, as updated from time to time. Please go through the document(s) and convey your acceptance along with this offer of employment.

Confidentiality-
All information disclosed to you during the course of your employment with Nielsen is deemed confidential and should be maintained as confidential unless communicated otherwise. Any contravention or breach in this understanding would constitute a material breach of applicable policies of Nielsen for which Nielsen may initiate disciplinary action, including but not limited to termination of your employment. Please confirm you acceptance by affixing your signature and return the attached "Employee Confidentiality, Proprietary Rights and Conflicts Agreement", appended herein.

Working Hours – Your work hours including any need to work in shifts will be informed to you on your joining date. Nielsen reserves the right to introduce new shift timings/schedules depending on the nature and exigencies of business which more particularly are required to cater to the internal/external client's ever changing demands. Any variation in your work hours will be communicated to you by your supervisor. Non adherence to this provision constitutes a ground for termination. Any appeals against such a termination notice can be appealed against to the Chief Human Resource Officer, whose decision shall be final in this regard.

Privacy and personal information (including sensitive personal data or information) - By accepting this offer of employment, you consent to Nielsen collecting, using, or disclosing your personal information for any purpose directly or indirectly connected with your employment. This may include transfer of your personal information within the organisation to other states, territory or country as required by law for internal administrative purposes.
Some examples of personal information as detailed under Rule 3 of the Information Technology(Reasonable security practices and procedures and sensitive personal data and information)

Rules, 2011 ("IT Rules"), would be (i) financial information such as bank account or other payment instrument details; and(ii) medical records . This may be collected used or disclosed for purposes including but not limited to administering your employment relationship, processing your pay, conducting background checks and generally discharging all human resource management activities.

Please note that Nielsen will only collect personal information for the purposes mentioned above. The personal information so collected by Nielsen is solely utilized for the specific purpose of maintaining a repository of employee information in order to comply with statutory or regulatory requirements prescribed by applicable law or for internal requirements as mentioned above.

Nielsen represents that except for the purposes mentioned herein or if required under law, Nielsen will not disclose to any third party or otherwise use in any manner the personal information, without your prior consent. You provide your unequivocal consent to Nielsen using your personal information in the manner specified above.

Assignment Guide/Right to Amend – Conditions and circumstances not covered in this letter will be in accordance with established Company policy. The Company reserves the right to revise or amend the provisions outlined in this agreement as circumstances necessitate. This agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements and understandings between the parties as to the subject matter of this agreement. Except as otherwise provided herein, this agreement may be changed only in writing and with the signatures of all parties.

Governing Law and Jurisdiction – This employment cum appointment order shall be governed by and construed in accordance with the laws of India. The courts at Mumbai/New Delhi shall have exclusive jurisdiction on the matters arising from or herein, without regard to the principles of conflicts of laws.

Notices – Any notice or other communication to be given by one party to the other pursuant to the employment cum appointment order shall be made in writing and signed by or on behalf of the party giving it. It shall be served by letter or facsimile transmission or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission or email, provided that the sender has received a receipt indicating proper transmission) and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address of such party) or 5 (five) days after being dispatched in the post, postage prepaid, by registered mail to such party at the address set out above in case of the employee or the Nielsen office as applicable depending on your location of employment.

Should you agree to the terms set out in this letter, please kindly sign and return the duplicate copy of this letter together with the "Employee Confidentiality, Proprietary Rights and Conflicts Agreement" to us.

We are all looking forward to working with you in your role with Nielsen. We think the future holds great things, and we look forward to you sharing in our success.

Yours faithfully
For and on behalf of Nielsen (India) Private Limited

Anand Pandya
Executive Director, Human Resources

Date: May 7, 2021

Lingam Yashwanth
Bangalore

Dear Lingam,

Subject: Offer of Employment cum Appointment order at Nielsen (India) Private Limited

We are very pleased to offer you employment at Nielsen (India) Private Limited We are the world's leading information and measurement company and are looked upon for providing customized and tailor made apt solutions to our clients in the Market Research space. We congratulate you on your decision to join this dynamic and motivated band of professionals and welcome you to the Nielsen family!

You would be joining the company as **Research Executive** and in this role you will be based at **Bangalore.**

However, you will appreciate that the company reserves the right to change your job title, job responsibilities, reporting relationship or the location of posting at any time.

The terms and conditions of the appointment are set forth below:

Position - "Research Executive"

Global Job Band – **8**

COE – RI _ Client Delivery

Salary & Perquisites - Your annual Total Base Salary (TBS) is **INR 701423 /-** which will be payable monthly on a pro-rata basis. Details of your annual salary and perks (Hypothetical CTC) are shown in the attached **Annexure-II**. Your hypothetical CTC is **INR 725,000/-.** An annual performance review will be conducted to assess your performance and to provide the basis for salary review.

In order to maintain the highest standards for our new associates, a further condition of this offer is that you must successfully clear your final examinations.
Nielsen requires an official copy of your Mark sheet within three months of your joining date. If you fail to meet this standard, Nielsen reserves the right to rescind this offer

Leave Entitlement – You will be entitled to the following types of leaves:

- 24 days Privilege Leave (on confirmation, six months from the date of joining) as per company's policy;
- 10 days of Casual Leave (prorated from the date of joining, as leave is calculated as per Financial year) which cannot be carried forward or converted into cash;
- 8 days of Sick Leave which may be accumulated up to a maximum of 30 days but cannot be converted into cash.

Provident Fund (EPF) - Nielsen contributes towards EPF and you hereby consent to such contribution, including your participation towards such EFP. In keeping with applicable law, you will be entitled to benefits

such as under the Employee State Insurance Act, 1948 and the Payment of Gratuity Act, 1972, as is applicable to you.

Income Tax - You will be responsible and liable for filing and payment of your taxes on income in all applicable jurisdictions

Probation – You will undergo a probationary period of six months. Upon successful completion of probation you will be confirmed in the services of the company. During or at the end of the probation period, or any extension thereof, employment may be terminated by either party giving 15 days notice or notice pay in lieu of notice, without assigning any reason thereof.

Termination – Written notice is required by either party to terminate this contract. As per the policy notice period is one month for band 9 to band 11, two months for band 5 to band 8, and three months for band 4 and above or notice pay in lieu of notice in the event of resignation or any kind of termination including dismissal or redundancy. The employer reserves the right to dismiss without notice in the event of serious misconduct.

Retirement - You will retire from the services of the company on attaining 58 years of age.

The Nielsen Company Code of Conduct –Your terms and conditions of employment are also governed by the Nielsen Code of Conduct a copy of the same is attached herewith and any other applicable policy of Nielsen, as updated from time to time. Please go through the document(s) and convey your acceptance along with this offer of employment.

Confidentiality-
All information disclosed to you during the course of your employment with Nielsen is deemed confidential and should be maintained as confidential unless communicated otherwise. Any contravention or breach in this understanding would constitute a material breach of applicable policies of Nielsen for which Nielsen may initiate disciplinary action, including but not limited to termination of your employment. Please confirm you acceptance by affixing your signature and return the attached "Employee Confidentiality, Proprietary Rights and Conflicts Agreement", appended herein.

Working Hours – Your work hours including any need to work in shifts will be informed to you on your joining date. Nielsen reserves the right to introduce new shift timings/schedules depending on the nature and exigencies of business which more particularly are required to cater to the internal/external client's ever changing demands. Any variation in your work hours will be communicated to you by your supervisor. Non adherence to this provision constitutes a ground for termination. Any appeals against such a termination notice can be appealed against to the Chief Human Resource Officer, whose decision shall be final in this regard.

Privacy and personal information (including sensitive personal data or information) - By accepting this offer of employment, you consent to Nielsen collecting, using, or disclosing your personal information for any purpose directly or indirectly connected with your employment. This may include transfer of your personal information within the organisation to other states, territory or country as required by law for internal administrative purposes.
Some examples of personal information as detailed under Rule 3 of the Information Technology(Reasonable security practices and procedures and sensitive personal data and information)

Rules, 2011 ("IT Rules"), would be (i) financial information such as bank account or other payment instrument details; and(ii) medical records . This may be collected used or disclosed for purposes including but not limited to administering your employment relationship, processing your pay, conducting background checks and generally discharging all human resource management activities.

Please note that Nielsen will only collect personal information for the purposes mentioned above. The personal information so collected by Nielsen is solely utilized for the specific purpose of maintaining a repository of employee information in order to comply with statutory or regulatory requirements prescribed by applicable law or for internal requirements as mentioned above.

Nielsen represents that except for the purposes mentioned herein or if required under law, Nielsen will not disclose to any third party or otherwise use in any manner the personal information, without your prior consent. You provide your unequivocal consent to Nielsen using your personal information in the manner specified above.

Assignment Guide/Right to Amend – Conditions and circumstances not covered in this letter will be in accordance with established Company policy. The Company reserves the right to revise or amend the provisions outlined in this agreement as circumstances necessitate. This agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements and understandings between the parties as to the subject matter of this agreement. Except as otherwise provided herein, this agreement may be changed only in writing and with the signatures of all parties.

Governing Law and Jurisdiction – This employment cum appointment order shall be governed by and construed in accordance with the laws of India. The courts at Mumbai/New Delhi shall have exclusive jurisdiction on the matters arising from or herein, without regard to the principles of conflicts of laws.

Notices – Any notice or other communication to be given by one party to the other pursuant to the employment cum appointment order shall be made in writing and signed by or on behalf of the party giving it. It shall be served by letter or facsimile transmission or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission or email, provided that the sender has received a receipt indicating proper transmission) and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address of such party) or 5 (five) days after being dispatched in the post, postage prepaid, by registered mail to such party at the address set out above in case of the employee or the Nielsen office as applicable depending on your location of employment.

Should you agree to the terms set out in this letter, please kindly sign and return the duplicate copy of this letter together with the "Employee Confidentiality, Proprietary Rights and Conflicts Agreement" to us.

We are all looking forward to working with you in your role with Nielsen. We think the future holds great things, and we look forward to you sharing in our success.

Yours faithfully
For and on behalf of Nielsen (India) Private Limited

Anand Pandya
Executive Director, Human Resources

16 May 2021

Sai Nageswara Chaitanya Vemuri

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Sai Nageswara Chaitanya**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Sai Nageswara Chaitanya Vemuri (C000002584393), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Sai Nageswara Chaitanya Vemuri
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Sai Nageswara Chaitanya Vemuri ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Sai Nageswara Chaitanya Vemuri**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC

immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

17 May 2021

Priya Pravin Katudia

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Priya**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Priya Pravin Katudia (C000002584199), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 17 May 2021
Name: Priya Pravin Katudia
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Priya Pravin Katudia ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **17 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Priya Pravin Katudia**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

23 May 2021

Simal Maheshwari

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Simal**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **16 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Simal Maheshwari (C000003050681), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 23 May 2021
Name: Simal Maheshwari
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Simal Maheshwari ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **23 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **16 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Simal Maheshwari**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

27 May, 2021

Anjana Gopalakrishnan Nair

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Anjana**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **8 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- <Seven Lakh Only>**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the

Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, **Anjana Gopalakrishnan Nair (C000002652284)**, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 27 May, 2021
Name: Anjana Gopalakrishnan Nair
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Anjana Gopalakrishnan Nair ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **27 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **8 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Anjana Gopalakrishnan Nair**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.

- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright

registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part

and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Aiswarya Ayakkad Krishnan

Location: Bangalore

PRIVATE AND CONFIDENTIAL

Employment Offer Letter and Terms and Conditions of Employment

Dear Aiswarya Ayakkad,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of Associate . Your work location will be Bangalore . Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before 08 June 2021 , or such other date as may be communicated by us to you in writing.

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. 700,000 (Seven Lakh)

The details of gross salary are specified in Annexure 1 to this offer letter ("**Offer Letter**").

2. **Bonus program**: In addition to the annual compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. **Benefits**: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("**Offer Letter**").

Other Terms: Please read the following terms and contact us with any questions that you may have.

1. **Employment Agreement**: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company.

2. **Working Hours**: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

   Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

3. **Visa**: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

4. **Taxation**: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

5. **Travel, Assignments or Secondment**:

   a. **Within India**: You are required to work on any project to which you are assigned, unless there is good reason not to do so.

   b. **Outside India**: While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

6. **Termination Notice**:

   (a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

   (b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

      (i) acts of fraud, dishonesty or misconduct involving moral turpitude;

      (ii) commission or conviction of any criminal offence;

      (iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty.

In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

7. **Return of Property**: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

8. **Acknowledgement**: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

   The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on us_advisory_ac_india_hc_operations@pwc.com

Yours truly,

For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Authorized Signatory

I, Aiswarya Ayakkad Krishnan, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature: _____

Date: 08 June 2021

Annexure 1

Private and Confidential

Date: 16 May 2021

Name: Aiswarya Ayakkad Krishnan

Designation: Associate

All figures in rupees

Gross Salary Components - Annual	
Particulars	**Amount**
Basic Salary	280,000
Flexible Benefit Package (FBP)*	386,400
Employer contribution of PF	33,600
Gross Salary	700,000

*FBP can be used for the following components:

1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent Allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

A	**Basic**	40% of Gross Salary
B	**HRA**	40% of Basic for Bangalore, 50% of Basic for Mumbai
C	**LTA**	Part of Flexible Benefits Plan or FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation)
D	**Sodexo**	INR 24,000 (i.e.2000 per month) – Part of FBP
E	**Provident Fund (PF)**	12% of Basic
F	**Special Allowance**	Balancing Figure (Gross Salary minus all above components)
G	**Gross Salary**	A+B+C+D+E+F

Benefits:

Specialist/Associate/Sr Associate	**Manager/Sr Manager**	**Director & above**
Medical Insurance- Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).	**Medical Insurance**- Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).	**Medical Insurance**- Coverage of Rs.10 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).
Term Life Insurance Coverage: Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC	**Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC	**Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
Accident Insurance Coverage: Maximum of Rs. 20,00,000/-	**Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-	**Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYMENT AGREEMENT / ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore"**) and Aiswarya Ayakkad Krishnan ("**You"** and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) continued failure to meet the performance standards as determined by PwC AC Bangalore

(vi) a breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated 16 May 2021 by which you were offered employment with PwC AC Bangalore and accepted by on 08 June 2021 .

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits thereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 **Probation**: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including but not limited to the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. <u>Compensation and Benefits</u>

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. <u>Leave Entitlement</u>

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. <u>Covenants</u>

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. <u>Termination and Resignation</u>

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records. You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu of any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC Bangalore regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by a written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers

Service Delivery Center (Bangalore) Pvt. Ltd

_____

Authorized Signatory

Dated: 08 June 2021

Employee

_____

Aiswarya Ayakkad Krishnan

Employee ID: 101092015

Dated: 08 June 2021

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director-HC immediately.

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EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore's Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director-HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by

the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if PwC AC Bangalore does not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment. I further acknowledge and agree that I waive any right to and will not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction

to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

I. any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

II. any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore**,** or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities,

supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

III. any part or aspect of any of the foregoing.

IV. For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) the submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) the compilation of directories;

(c) the organization of security procedures;

(d) the processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) financial information such as bank account numbers and tax related information; and

(d) other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) to third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll

management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

Aiswarya Ayakkad Krishnan

PP

08 June 2021

16 May 2021

Avni Sharma

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Avni**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Avni sharma (C000003053046), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Avni Sharma
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Avni Sharma ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Avni Sharma**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Shashwat Prakash

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Shashwat**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Shashwat Prakash (C000002192753), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Shashwat Prakash
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Shashwat Prakash ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Shashwat Prakash**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

17 May 2021

Priyadarshani Anand Rane

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Priyadarshani**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Priyadarshani Anand Rane (C000003051441), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 17 May 2021
Name: Priyadarshani Anand Rane
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Priyadarshani Anand Rane ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **17 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Priyadarshani Anand Rane**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

23 May 2021

Yashu Jangra

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Yashu**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **16 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Yashu Jangra (Yashu Jangra) (C000002193025), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 23 May 2021
Name: Yashu Jangra
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Yashu Jangra ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **23 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **16 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Yashu Jangra**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Aditya Khurana

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Aditya**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Aditya Khurana (Aditya Khurana) (C000003051506), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Aditya Khurana
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Aditya Khurana ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Aditya Khurana**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Manogna Madhavaram

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Manogna**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Manogna Madhavaram (C000003051091), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Manogna Madhavaram
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Manogna Madhavaram ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Manogna Madhavaram**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Shreya Kothuri

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Shreya**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Shreya Kothuri (C000002643988), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Shreya Kothuri
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Shreya Kothuri ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Shreya Kothuri**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Poonam Agrawal

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Poonam**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Poonam Agrawal (C000003052479), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Poonam Agrawal
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Poonam Agrawal ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Poonam Agrawal**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

4 June 2021

Pranit Sharan

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Pranit**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **15 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Pranit Sharan (C000003050757), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 4 June 2021
Name: Pranit Sharan
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Pranit Sharan ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **4 June 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **15 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Pranit Sharan**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

15 May 2021

Ishil Gupta

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Ishil**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **9 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Ishil Gupta (C000002583814), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 15 May 2021
Name: Ishil Gupta
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Ishil Gupta ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **15 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **9 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Ishil Gupta**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Riya Lath

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Riya**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Riya Lath (C000002193488), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature: Riya Lath
Date 05-16-2021

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Riya Lath
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Riya Lath ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	Riya Lath _____
Director – Human Capital	**Riya Lath**
Dated:	Dated 05-16-2021

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

16 May 2021

Namrata Dave

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Namrata**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. **700,000/-Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Namrata Dave (C000002193667), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 16 May 2021
Name: Namrata Dave
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Namrata Dave ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **16 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Namrata Dave**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

23 May 2021

Harsheel Paresh Vora

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Harsheel**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be communicated to you on a later date.

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Harsheel Paresh Vora (C000003053325), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 23 May 2021
Name: Harsheel Paresh Vora
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Harsheel Paresh Vora ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **23 May 2021** by which you were offered employment with PwC AC Bangalore.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Harsheel Paresh Vora**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

17 May 2021

Bhavesh Kewalkrishna Pasricha

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Bhavesh**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **1 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Bhavesh Kewalkrishna Pasricha (C000003054923), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 17 May 2021
Name: Bhavesh Kewalkrishna Pasricha
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Bhavesh Kewalkrishna Pasricha ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **17 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **1 June, 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Bhavesh Kewalkrishna Pasricha**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC

immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

27 May, 2021

Harshavardhan Reddy Gondesi

Location: Bangalore

PRIVATE AND CONFIDENTIAL

Employment Offer Letter and Terms and Conditions of Employment

Dear Harshavardhan,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate.** Your work location will be **Bangalore.** Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **08 June 2021** , or such other date as may be communicated by us to you in writing.

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. 7,00,000/- (Seven Lakh Only).

The details of gross salary are specified in Annexure 1 to this offer letter ("**Offer Letter**").

2. **Bonus program**: In addition to the annual compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.
3. **Benefits**: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("**Offer Letter**").

Other Terms: Please read the following terms and contact us with any questions that you may have.

1. **Employment Agreement**: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company.
2. **Working Hours**: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as

might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

3. **Visa**: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

4. **Taxation**: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

5. **Travel, Assignments or Secondment**:

   a. **Within India**: You are required to work on any project to which you are assigned, unless there is good reason not to do so.

   b. **Outside India**: While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

6. **Termination Notice**:

   (a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

   (b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

      (i) acts of fraud, dishonesty or misconduct involving moral turpitude;

      (ii) commission or conviction of any criminal offence;

      (iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

      (iv) material failure to adhere to the Company's corporate codes, policies or procedures;

      (v) continued failure to meet performance standards as determined by the Company

      (vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's

records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty.

In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

7. **Return of Property**: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

8. **Acknowledgement**: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

   The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on us_advisory_ac_india_hc_operations@pwc.com

Yours truly,

For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, _____, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature: _____

Date: _____

Annexure 1

Private and Confidential

Date: 27 May, 2021
Name: Harshavardhan Reddy Gondesi
Designation: Associate

All figures in rupees

Gross Salary Components - Annual	
Particulars	**Amount**
Basic Salary	2,80,000
Flexible Benefit Package (FBP)*	3,86,400
Employer contribution of PF	33,600
Gross Salary	7,00,000

*FBP can be used for the following components:

1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent Allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

A	**Basic**	40% of Gross Salary
B	**HRA**	40% of Basic for Bangalore, 50% of Basic for Mumbai
C	**LTA**	Part of Flexible Benefits Plan or FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation)
D	**Sodexo**	INR 24,000 (i.e.2000 per month) – Part of FBP
E	**Provident Fund (PF)**	12% of Basic
F	**Special Allowance**	Balancing Figure (Gross Salary minus all above components)
G	**Gross Salary**	A+B+C+D+E+F

Benefits:

Specialist/Associate/Sr Associate	**Manager/Sr Manager**	**Director & above**
Medical Insurance- Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).	**Medical Insurance**- Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).	**Medical Insurance**- Coverage of Rs.10 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).
Term Life Insurance Coverage: Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC	**Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC	**Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
Accident Insurance Coverage: Maximum of Rs. 20,00,000/-	**Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-	**Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYMENT AGREEMENT/ Associate

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore"**) and **Harshavardhan Reddy Gondesi** ("**You"** and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) continued failure to meet the performance standards as determined by PwC AC Bangalore

(vi) a breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **27 May, 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **08 June 2021.** .

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits thereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 **Probation**: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.

Director

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including but not limited to the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. <u>Compensation and Benefits</u>

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. <u>Leave Entitlement</u>

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. <u>Covenants</u>

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. <u>Termination and Resignation</u>

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records. You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu of any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC Bangalore regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by a written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. <u>Counterparts</u>

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. <u>Survival</u>

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers

Service Delivery Center (Bangalore) Pvt. Ltd **Employee**

_____ _____

Harshavardhan Reddy Gondesi

Director – Human Capital Employee ID:

Dated: Dated:

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director-HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's

work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore's Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director-HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if PwC AC Bangalore does not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment. I further acknowledge and agree that I waive any right to and will not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

I. any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

II. any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore**,** or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

III. any part or aspect of any of the foregoing.

IV. For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) the submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) the compilation of directories;

(c) the organization of security procedures;

(d) the processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) financial information such as bank account numbers and tax related information; and

(d) other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) to third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

Strictly Private and Confidential

Date: 30 April 2021

To,
A Siddhartha
Hyderabad

Dear A Siddhartha,

Thank you for the keen interest you have shown in joining our organisation. Consequent to your application, interviews and subsequent discussions with us, we are pleased to offer you a career at **GD Research Center Private Limited,** Hyderabad. Please accept our heartiest congratulations and a warm Welcome to the **GDRC** Family.

You would be designated as **Analyst**. Your employment start date is **03-May-2021.** Your annual emoluments will be **Rs.608658** (**Rupees Six Lakhs Eight Thousand Six Hundred Fifty Eight Only**) Total Cost to Company (CTC) basis. Please refer to **Annexure A** for the break-up.

You will be governed by the Company's Rules and Regulations in force from time to time and as applicable to you.

Terms and Conditions:-

1. **Working Hours:-**
   Your working hours will be regulated from time to time purely at the discretion of the management of the establishment to which you are attached. You should be flexible to work in shifts as per business needs.

2. Please note if the information and supporting documents provided by you, based on which this offer is being extended, is found to be incorrect or unauthentic, your services will be terminated with immediate effect, without any notice or notice pay.

3. You will devote whole time attention to the business of the company and will not be interested or engaged directly or indirectly in other trade or business or as principal agent or servant for any person, firm or company

4. Your employment is transferable to any of the group companies in India or abroad.

5. **Leaves :-**
   You shall be entitled to avail leave and other benefits applicable to you as per the company policy, in force and/or which may be revised from time to time. Leave of any type can be taken, in excess of this would be treated as leave without pay. Leave will have to be pre-approved by your manager. Refer to leave policy in the HR Handbook.

6. **Performance Appraisals :-**
   Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company.

   You will be eligible for a promotion and salary review assessment in the next appraisal cycle as per company policies. Your emoluments will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion but only makes you entitled to be evaluated for a possible selection to the next level.

7. **Probation and Notice Period:- (** depending on designation)
   Employees at the level of **Analyst** will be on probation for a period of six months. During this time the notice period will be **Thirty** days or salary in lieu thereof, on either side. On the completion of probation period, the notice period will be **Sixty** days or salary in lieu thereof, on either side.

8. **Provident Fund:-**
   You will be entitled to become a member of PF scheme, which is governed under the Employee Provident Fund Act, 1952.The current rate of contribution is 12% of basic per month and equal contribution will be made by the company, which will be a part of gross emoluments.

9. **Medical Scheme:-**
   You will be eligible to participate in Company's Group Medical & Term Life Insurance Policy as applicable to your category of employees.

10. **Gratuity:-**
    Applicable as per the Government Regulation.

11. **Income Tax:-**
    Income Tax will be deducted as applicable from your salary. You shall be responsible to the company for all Taxes and obligations. Company shall not be liable for any misstatement or declaration. Permanent Account Number (PAN) is mandatory.

12. **Customary Bonus:-**
    The Customary bonus will be payable in the month of your anniversary date and will be based on your prevailing CTC salary as of your anniversary date. This Bonus payment will be subject to prevailing Customary bonus policy.

Please note that your compensation is confidential information. Under no circumstance you should divulge your compensation details to anybody within or outside the organisation, without written permission from the organisation. Any non-adherence to this clause will be constituted as indiscipline and could lead to action as per the HR policies of the organisation, including termination from the services of the organisation without any notice or notice pay.

Please ensure that by accepting this offer, you warrant that before your date of Joining with the company you will clear all the pending issues with your previous organisation and GDRC is not liable to make any payments in respect of the same. By accepting this offer, you also accept the terms and conditions of Non disclosure agreement and HR policies of the Company. The full terms and conditions of your employment are as detailed in the GD Research Center Private Limited staff manual which will be provided to you on your commencement date.

Please contact Human Resources (040-67426702) if you have any questions. In the meantime, we look forward to you commencing employment with us and hope that it proves to be the start of a long and successful working relationship.

By accepting this offer, you also hereby declare that you have never indulged in any criminal activity and convicted for any criminal or illegal activities. You also declare that there are no legal cases pending against you as on this date

Annexure "A"

Date: 30 April 2021

Name: A Siddhartha
Designation: Analyst

Compensation details with effect from **03-May-21** are as given below -

Component	Annual Gross (INR)	Monthly Gross(INR)	Particulars
Basic	180000	15000	Base Pay
HRA	72000	6000	House Rent Allowance (Tax exempted as per prevailing IT Act)
Medical allow/reimbursement	15000	1250	Tax exempted if used for domiciliary medical expenses as per prevailing IT Act.
Conveyance Allowance	19200	1600	Non taxable as per prevailing IT Act.
Provident Fund contribution 12%	21600	1800	Employer contribution towards Provident fund which is payable on Basic.
Leave Travel Allowance	27000	2250	(Tax exempted as per prevailing IT Act)
Customary Bonus*	42000	3500	Annual Component & will be paid after completion of each full year of service as per company's Policy
Customized Allowance Pool**	223200	18600	
Gross Compensation	**600000**	**50000**	
Gratuity @ 4.81% on Base Salary	8658	722	Paid as per Gratuity Act.
TOTAL CTC	**608658**	**50722**	Cost to Company

**** Customary Bonus is a yearly fixed component and will be paid after completion of each full year of service as per company's policy.***

*****Customized Allowance Pool***

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

Component	Maximum Limit	Remarks
Meal Allowance(Optional, Will be adjusted against Special Allowance/Customized Allowance Pool)	26,400	Tax exempted, if opted for meal vouchers
Gift Coupons	5,000	Tax exempted If opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

***Customized allowance pool components which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.*

Yours sincerely

Praveen Kumar Chanda
Head - Human Resources, APAC

Acceptance of offer

I understand and accept all the terms & conditions of employment mentioned in the 'Offer of Appointment'. I confirm that there have been no other commitment made during the hiring process other than those specified in the offer letter. (Example Salary Hike, Promotion, transport facility etc). Please clarify in case any such commitment was made during the offer process.

Candidate's Signature

Date:

Place:

IBS®
ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Offer letter: GD Research Center

1 message

Siddhartha A <siddhartharjun0812@gmail.com> Sat, May 1, 2021 at 1:22 PM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

---------- Forwarded message ---------
From: **Dronavalli Krishna Kanth** <krishnakanth.d@globaldata.com>
Date: Fri, Apr 30, 2021 at 8:38 PM
Subject: Offer letter: GD Research Center
To: Siddhartharjun0812@gmail.com <Siddhartharjun0812@gmail.com>
Cc: T Avinash Reddy <Avinash.reddy@globaldata.com>

Dear **A Siddhartha,**

Congratulations !!

We are delighted to confirm the offer of employment at GD Research Center Pvt. Ltd. as **Analyst**. Enclosed is the offer letter for your kind perusal. We would require your email confirmation on the acceptance of the offer and date of joining at the earliest possible. (Kindly share your response with avinash.reddy@globaldata.com)

Also, attached reference request form , employee information details excel sheet and personal information form. We would be grateful if you could duly fill these forms and furnish the same before your date of joining.

The below listed mandatory details & documents hard copy needs to be submitted on the date of joining to complete the joining formalities. Soft copies of the below listed documents to be attached along with the offer acceptance email.

- Adhaar Card with DOB in DD-MM-YYYY format only - Copy to be submitted
- Pan Card Copy (Mandatory) – 2 copies

- Person(s) to notify in case of emergency.
- Certified copies of your academic transcripts and certificates.
- NOC from College (Applicable for Fresher)
- Resignation acceptance email.

- A copy of your last 3 month's salary slips from your previous employer.
- A copy of your relieving letter from all previous employers, please note that without relieving letters we will not be able to perform the joining formalities.
- Form 16 from your previous employer.
- Photo ID Proof (Driving License, Passport, PAN Card, Voter ID). – 2 copies each
- Address proof – 2 copies
- Blood Group - Mandatory
- 8 Passport size photographs. (only with white background)
- Personal Information, Reference Request form & Declaration Form_EPFO – Self Attested (Hard copy also as attached in the mail).
- A copy of your updated resume.

In case if you have any questions about the offer, please do not hesitate to contact us over telephone/email.

You are requested to report virtually on your date of joining by 9.30 AM through Skype/Zoom. In case you fail to report on this date unless otherwise agreed in written, the offer shall stand automatically withdrawn.

Looking forward to hear from you.

GlobalData.

KrishnaKanth Dronavalli
Executive – Human Resources

D: + 91 40-67426700

krishnakanth.d@globaldata.com

www.globaldata.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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5 attachments

DeclarationForm_EPFO.PDF
349K

2.Reference Request Form.doc
76K

1. Personal Information Form.doc
119K

6.A. Nomination form-V1 - GDRC.pdf
163K

Offer letter - A Siddhartha.pdf
237K

21 May 2021

Saumya Khurana

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Saumya**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **8 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Saumya Khurana (C000003118871), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 21 May 2021
Name: Saumya Khurana
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Saumya Khurana ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **21 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **8 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Saumya Khurana**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

21 May 2021

Souranga Boruah

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Souranga**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **8 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only.**

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Souranga Boruah (C000003118726), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 21 May 2021
Name: Souranga Boruah
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Souranga Boruah ("You**" and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **21 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **8 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Souranga Boruah**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

25 May 2021

Shresth Gopalkrishnan

Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear **Shresth**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of **Associate** in our **Acceleration Center ("AC")** Bangalore office. Your work location will be **Bangalore (SDC) - Eagle Ridge at Embassy Golf Links Business Park**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **8 June 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. **700,000/- Seven Lakh Only**.

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

3. Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

4. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

5. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

6. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

7. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such

verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) commission or conviction of any criminal offence;

(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;

(v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;

(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

8. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

9. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on **us_advisory_ac_india_hc_operations@pwc.com**

Yours truly,
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

Director – Human Capital

I, Shresth Gopalkrishnan (C000003118941), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:
Date

Annexure 1

Private and confidential

Date: 25 May 2021
Name: Shresth Gopalkrishnan
Designation: Associate

Salary Components - Annual (All figures in INR)

Basic Salary : 280,000
Flexible Benefit Package (FBP) : 386,400
Employer contribution of PF: 33,600

Gross Salary: 700,000/-

Note: **FBP** can be used for the following components:
1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.

Your Gross Salary consists of the following components:

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

Benefits:

Specialist/Associate/Sr Associate:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

Manager/Sr Manager:

- **Medical Insurance**: Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Director & above:

- **Medical Insurance**: Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.

EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement ("**Agreement**") is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** and **Shresth Gopalkrishnan ("You** " and all similar references).

1. Definitions

(a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.

(b) "**Cause**" means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) **"Offer Letter"** means the employment offer letter dated **25 May 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **8 June 2021**.

2. Employment

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is

confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. Termination and Resignation

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your

resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers	
Service Delivery Center (Bangalore) Pvt. Ltd	**Employee**
_____	_____
Director – Human Capital	**Shresth Gopalkrishnan**
Dated:	Dated

EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.

EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.

- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore’s Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this

policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("**CIPA**") is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) "**Proprietary Information**" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("**affiliate**" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the

time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.

(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "**Works**" means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.

4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.

5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.

6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.

7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.

8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.

9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.

10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its

affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

(a) The submission of proposals to clients and potential clients of PwC AC Bangalore;

(b) The compilation of directories;

(c) The organization of security procedures;

(d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

(a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;

(b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;

(c) Financial information such as bank account numbers and tax related information; and

(d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

(a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and

(b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

08-05-2021

EMPLOYMENT OFFER LETTER & AGREEMENT

To,
Mr Debpratik Ghosh

Dear Debpratik,

We are pleased to offer you the position of **Business Analyst** with AlgonoX Technologies.

It is my pleasure to extend the following offer of employment to you on behalf of our company.

This offer will be subject to the Standard Terms and Conditions of Employment by AlgonoX Technologies and also will be governed by the policies, rules and guidelines of the Company (See Appendix for details). You will also be required to sign and agree to be bound by The Employee Non-disclosure, No solicitation and Non-competition Agreement when you join the employment of the Company.

1.Compensation: - The Fixed CTC offered to you is Rs.4,00,000/- **(Rupees Four Lakhs per annum)** with an additional variable component over and above the fixed component (Rs.1,00,000/- **One Lakh per annum)**.

2.Joining Date & Location: 10th May, 2021 & Hyderabad

1. You have terminated your employment with your previous employer (if any) in compliance with their terms and conditions
2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company.
3. AlgonoX Technologies is not liable for any past dues owed by you as part of termination of any previous employments.
4. You are not bringing in any Intellectual Property that you do not have sole ownership of.

We take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit. We hope you will find this offer acceptable and wait to welcome you to the AlgonoX family.

Best Regards

Niraj Kothari
(Chief of Operations)

FROOTLE

FROOTLE INDIA PRIVATE LIMITED

25th May, 2021

Dear Shruti Khandelwal,

With reference to your application and the interview you had with us, we are pleased to appoint you on the following terms and conditions:

1. Your appointment will be in effect from **1st June 2021.**

2. **Designation:**
   You will be designated as **Management Trainee.**

3. **Location:**
   You will render services in **Mumbai.** However, your services are subject to be transferred anywhere in India or in any department, office or establishment owned or managed by the Company.

4. **Hours of Work:**
   Your working hours will be **09:30 AM to 07:30 PM** as may be applicable to your category of employee or as may be assigned to you. Whenever required, it will be necessary to work at any time, including in shifts, at the sole discretion of the management.

5. **Medical Examination:**
   This appointment is subject to your being declared medically fit by our medical advisor. At the time of joining, you may be asked to give a declaration of medical status in lieu of medical examination and no relevant information should be left out in this declaration.

6. **Remuneration:**
   Please refer to the CTC Breakup attached in the Annexure 1.

7. **Performance Incentive:**
   You will be entitled to Performance Incentive as per Company Policy. It will be decided on the basis of Individual Performance + Regional Performance + Overall Company Performance.

8. **Annual Review:**

   At the discretion of the company, your Annual Gross Salary may be reviewed at the end of the Financial Year, subject to Individual Performance + Regional Performance + Overall Company Performance.

9. **Expenses:**

   The Company shall reimburse authorized expenses that are incurred for business purposes, if any. The basic principle for such claim of expenses is that you should neither benefit nor lose financially as a result of the expenses incurred. The approval of such claims shall be authorized by the head of the department and needs to be accompanied by necessary of the expenditure.

10. **Probation / Confirmation:**

    You will be confirmed on completion of 6 months. At the end of the probation period, the company shall communicate to you in writing about the confirmation of your services, if overall performance is found satisfactory. Your probation may be extended up as to a maximum period of 6 months based on confirmation appraisal.

11. **Termination:**

    During your probation period, the appointment is terminable by giving a **One (01) Month Notice or Salary in Lieu of the notice period** by the employee. After confirmation the employee shall have the right to terminate the contract of employment by giving **Three (03) Month Notice or Salary in Lieu of the notice period.**

    Your services are liable to be terminated by the employer without any notice if the cessation is due to misconduct disloyalty, act or omission involving turpitude or any act of indiscipline.

12. **Amount in Lieu of Incentive and Bonus:**

    In case you leave the company before completing a year, the amount paid in lieu of your quarterly performance incentive or bonus will be recoverable from you.

13. **Engagement in Other Business:**

    Your appointment is subject to the understanding that you will not engage yourself in any other work or assignment expect with the prior consent of the company. You further agree that in case you are engaged in any other business, you will terminate all relationship with the business, active or passive before coming on board.

14. Confidentially:

You agree that the terms & conditions applying to your employment are strictly confidential. Any disclosure of these terms & conditions to third parties constitutes as a breach of your employment. However, the company may disclose the terms of your appointment as may be required under any applicable laws or regulations. You will not disclose any information regarding the affairs of the company which may come to your knowledge during the period of your service, if such disclosure is prejudicial to the interest of the Company.

15. Intellectual Property Rights:

The Copyright of any nature including idea/concept visualized, artistic/creative/intellectual work/project etc. undertaken by you or in which you may be involved during the service period shall be the sole property of the company and you will specifically give up right to the same, if any. Similarly, the works carried out by you during your employment with the company shall be treated as "work for hire" as understood in the Copyright Act 1957. Without prejudice to this understanding, you confirm that you have declared to the company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict in business of the group companies (including the company). If these interests change during the term of your employment you will promptly notify the company.

16. Non-Competence:

You agree that during the term hereof and for 6 months thereafter, you shall not directly or indirectly manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the company or its associates or related companies within India.

17. Non-Solicitation:

You shall not, within 12 months after the date of cessation of your employment with the company, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the company or appointed as a representative of the company, to join you in providing services to or be employed by any business activity in which you shall be involved.

18. Standard Code of Conduct:

The code of conduct sets out the standards of behavior expected. This shall be defined by the Management from time to time. All employees are bound by the code.

19. Safe Keeping & Return of Company Property:

You will be responsible for the safe-keeping of the company property and its return in good condition/order, which may be in your use /custody/care /charge. In the event of any loss of the company property in your possession, the company reserves the right to assess the loss and recover the damage. Upon cessation of your employment, you will return to the company, all papers, documents and any other company property that might have come into your possession during the course of your employment with the company and you will not retain any copies or extracts thereof.

20. Miscellaneous:

Your compensation constitutes an amount towards consideration that you will follow terms of engagement protecting company's business interest. Therefore, you agree that you will follow the terms of appointment as mentioned & detailed in the appointment letter.

We look forward to your joining for a long, successful and pleasant assignment.

Thanking You,

Yours Sincerely,

FROOTLE INDIA PRIVATE LIMITED N.R. MUMBAI Magiya

For Frootle India

Annexure 1 - CTC Breakup					
Sr. No.	**Components**	**Monthly**	**Quarterly**	**Annual**	**Remarks**
1	Basic Salary	रु 18,000.00		रु 216,000.00	NA
2	House Rent Allowance	रु 7,500.00		रु 90,000.00	NA
3	Other Allowance	रु 12,500.00		रु 150,000.00	NA
SALARY PAYSLIP: A (PAID MONTHLY)		**रु 38,000.00**		**रु 456,000.00**	
4	Conveyance Reimbursement	रु 7,500.00		रु 90,000.00	Subject to provision of supportings and approval by the management
5	Mobile Reimbursement	रु 500.00		रु 6,000.00	Subject to provision of supportings and approval by the management
REIMBURSEMENT: B (PAID MONTHLY)		**रु 8,000.00**		**रु 96,000.00**	
6	Territory Performance Bonus		रु 45,000.00	रु 180,000.00	Subject to performance and target achieved
BONUSES: C (PAID QUATERLY)			**रु 45,000.00**	**रु 180,000.00**	
COST TO COMPANY: D=A+B+C				**रु 732,000.00**	
	*All reimbursements as per company policy				

FROOTLE INDIA PRIVATE LIMITED * MUMBAI *

N. R. Magiya

FROOTLE

FROOTLE INDIA PRIVATE LIMITED

25th May, 2021

Dear Yash Grover,

With reference to your application and the interview you had with us, we are pleased to appoint you on the following terms and conditions:

1. Your appointment will be in effect from **1st July 2021.**

2. **Designation:**
   You will be designated as **Management Trainee.**

3. **Location:**
   You will render services in **Hyderabad.** However, your services are subject to be transferred anywhere in India or in any department, office or establishment owned or managed by the Company.

4. **Hours of Work:**
   Your working hours will be **09:30 AM to 07:30 PM** as may be applicable to your category of employee or as may be assigned to you. Whenever required, it will be necessary to work at any time, including in shifts, at the sole discretion of the management.

5. **Medical Examination:**
   This appointment is subject to your being declared medically fit by our medical advisor. At the time of joining, you may be asked to give a declaration of medical status in lieu of medical examination and no relevant information should be left out in this declaration.

6. **Remuneration:**
   Please refer to the CTC Breakup attached in the Annexure 1.

7. **Performance Incentive:**
   You will be entitled to Performance Incentive as per Company Policy. It will be decided on the basis of Individual Performance + Regional Performance + Overall Company Performance.

8. **Annual Review:**

   At the discretion of the company, your Annual Gross Salary may be reviewed at the end of the Financial Year, subject to Individual Performance + Regional Performance + Overall Company Performance.

9. **Expenses:**

   The Company shall reimburse authorized expenses that are incurred for business purposes, if any. The basic principle for such claim of expenses is that you should neither benefit nor lose financially as a result of the expenses incurred. The approval of such claims shall be authorized by the head of the department and needs to be accompanied by necessary of the expenditure.

10. **Probation / Confirmation:**

    You will be confirmed on completion of 6 months. At the end of the probation period, the company shall communicate to you in writing about the confirmation of your services, if overall performance is found satisfactory. Your probation may be extended up as to a maximum period of 6 months based on confirmation appraisal.

11. **Termination:**

    During your probation period, the appointment is terminable by giving a **One (01) Month Notice or Salary in Lieu of the notice period** by the employee. After confirmation the employee shall have the right to terminate the contract of employment by giving **Three (03) Month Notice or Salary in Lieu of the notice period.**

    Your services are liable to be terminated by the employer without any notice if the cessation is due to misconduct disloyalty, act or omission involving turpitude or any act of indiscipline.

12. **Amount in Lieu of Incentive and Bonus:**

    In case you leave the company before completing a year, the amount paid in lieu of your quarterly performance incentive or bonus will be recoverable from you.

13. **Engagement in Other Business:**

    Your appointment is subject to the understanding that you will not engage yourself in any other work or assignment expect with the prior consent of the company. You further agree that in case you are engaged in any other business, you will terminate all relationship with the business, active or passive before coming on board.

14. Confidentially:

You agree that the terms & conditions applying to your employment are strictly confidential. Any disclosure of these terms & conditions to third parties constitutes as a breach of your employment. However, the company may disclose the terms of your appointment as may be required under any applicable laws or regulations. You will not disclose any information regarding the affairs of the company which may come to your knowledge during the period of your service, if such disclosure is prejudicial to the interest of the Company.

15. Intellectual Property Rights:

The Copyright of any nature including idea/concept visualized, artistic/creative/intellectual work/project etc. undertaken by you or in which you may be involved during the service period shall be the sole property of the company and you will specifically give up right to the same, if any. Similarly, the works carried out by you during your employment with the company shall be treated as "work for hire" as understood in the Copyright Act 1957. Without prejudice to this understanding, you confirm that you have declared to the company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict in business of the group companies (including the company). If these interests change during the term of your employment you will promptly notify the company.

16. Non-Competence:

You agree that during the term hereof and for 6 months thereafter, you shall not directly or indirectly manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the company or its associates or related companies within India.

17. Non-Solicitation:

You shall not, within 12 months after the date of cessation of your employment with the company, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the company or appointed as a representative of the company, to join you in providing services to or be employed by any business activity in which you shall be involved.

18. Standard Code of Conduct:

The code of conduct sets out the standards of behavior expected. This shall be defined by the Management from time to time. All employees are bound by the code.

19. Safe Keeping & Return of Company Property:

You will be responsible for the safe-keeping of the company property and its return in good condition/order, which may be in your use /custody/care /charge. In the event of any loss of the company property in your possession, the company reserves the right to assess the loss and recover the damage. Upon cessation of your employment, you will return to the company, all papers, documents and any other company property that might have come into your possession during the course of your employment with the company and you will not retain any copies or extracts thereof.

20. Miscellaneous:

Your compensation constitutes an amount towards consideration that you will follow terms of engagement protecting company's business interest. Therefore, you agree that you will follow the terms of appointment as mentioned & detailed in the appointment letter.

We look forward to your joining for a long, successful and pleasant assignment.

Thanking You,

Yours Sincerely,

FROOTLE INDIA PRIVATE LIMITED N.R. MUMBAI Magiya

For Frootle India

Annexure 1 - CTC Breakup					
Sr. No.	**Components**	**Monthly**	**Quarterly**	**Annual**	**Remarks**
1	Basic Salary	रु 18,000.00		रु 216,000.00	NA
2	House Rent Allowance	रु 7,500.00		रु 90,000.00	NA
3	Other Allowance	रु 12,500.00		रु 150,000.00	NA
SALARY PAYSLIP: A (PAID MONTHLY)		**रु 38,000.00**		**रु 456,000.00**	
4	Conveyance Reimbursement	रु 7,500.00		रु 90,000.00	Subject to provision of supportings and approval by the management
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COST TO COMPANY: D=A+B+C				**रु 732,000.00**	
	*All reimbursements as per company policy				

FROOTLE INDIA PRIVATE LIMITED * MUMBAI *

N. R. Magiya

FROOTLE

FROOTLE INDIA PRIVATE LIMITED

25th May, 2021

Dear Venkata Sai Vishal,

With reference to your application and the interview you had with us, we are pleased to appoint you on the following terms and conditions:

1. Your appointment will be in effect from **1st July 2021.**

2. **Designation:**
   You will be designated as **Management Trainee.**

3. **Location:**
   You will render services in **Mumbai.** However, your services are subject to be transferred anywhere in India or in any department, office or establishment owned or managed by the Company.

4. **Hours of Work:**
   Your working hours will be **09:30 AM to 07:30 PM** as may be applicable to your category of employee or as may be assigned to you. Whenever required, it will be necessary to work at any time, including in shifts, at the sole discretion of the management.

5. **Medical Examination:**
   This appointment is subject to your being declared medically fit by our medical advisor. At the time of joining, you may be asked to give a declaration of medical status in lieu of medical examination and no relevant information should be left out in this declaration.

6. **Remuneration:**
   Please refer to the CTC Breakup attached in the Annexure 1.

7. **Performance Incentive:**
   You will be entitled to Performance Incentive as per Company Policy. It will be decided on the basis of Individual Performance + Regional Performance + Overall Company Performance.

8. **Annual Review:**

   At the discretion of the company, your Annual Gross Salary may be reviewed at the end of the Financial Year, subject to Individual Performance + Regional Performance + Overall Company Performance.

9. **Expenses:**

   The Company shall reimburse authorized expenses that are incurred for business purposes, if any. The basic principle for such claim of expenses is that you should neither benefit nor lose financially as a result of the expenses incurred. The approval of such claims shall be authorized by the head of the department and needs to be accompanied by necessary of the expenditure.

10. **Probation / Confirmation:**

    You will be confirmed on completion of 6 months. At the end of the probation period, the company shall communicate to you in writing about the confirmation of your services, if overall performance is found satisfactory. Your probation may be extended up as to a maximum period of 6 months based on confirmation appraisal.

11. **Termination:**

    During your probation period, the appointment is terminable by giving a **One (01) Month Notice or Salary in Lieu of the notice period** by the employee. After confirmation the employee shall have the right to terminate the contract of employment by giving **Three (03) Month Notice or Salary in Lieu of the notice period.**

    Your services are liable to be terminated by the employer without any notice if the cessation is due to misconduct disloyalty, act or omission involving turpitude or any act of indiscipline.

12. **Amount in Lieu of Incentive and Bonus:**

    In case you leave the company before completing a year, the amount paid in lieu of your quarterly performance incentive or bonus will be recoverable from you.

13. **Engagement in Other Business:**

    Your appointment is subject to the understanding that you will not engage yourself in any other work or assignment expect with the prior consent of the company. You further agree that in case you are engaged in any other business, you will terminate all relationship with the business, active or passive before coming on board.

14. Confidentially:

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16. Non-Competence:

You agree that during the term hereof and for 6 months thereafter, you shall not directly or indirectly manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the company or its associates or related companies within India.

17. Non-Solicitation:

You shall not, within 12 months after the date of cessation of your employment with the company, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the company or appointed as a representative of the company, to join you in providing services to or be employed by any business activity in which you shall be involved.

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20. Miscellaneous:

Your compensation constitutes an amount towards consideration that you will follow terms of engagement protecting company's business interest. Therefore, you agree that you will follow the terms of appointment as mentioned & detailed in the appointment letter.

We look forward to your joining for a long, successful and pleasant assignment.

Thanking You,

Yours Sincerely,

FROOTLE INDIA PRIVATE LIMITED N.R. MUMBAI Magiya

For Frootle India

Annexure 1 - CTC Breakup					
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3	Other Allowance	रु 12,500.00		रु 150,000.00	NA
SALARY PAYSLIP: A (PAID MONTHLY)		**रु 38,000.00**		**रु 456,000.00**	
4	Conveyance Reimbursement	रु 7,500.00		रु 90,000.00	Subject to provision of supportings and approval by the management
5	Mobile Reimbursement	रु 500.00		रु 6,000.00	Subject to provision of supportings and approval by the management
REIMBURSEMENT: B (PAID MONTHLY)		**रु 8,000.00**		**रु 96,000.00**	
6	Territory Performance Bonus		रु 45,000.00	रु 180,000.00	Subject to performance and target achieved
BONUSES: C (PAID QUATERLY)			**रु 45,000.00**	**रु 180,000.00**	
COST TO COMPANY: D=A+B+C				**रु 732,000.00**	
	*All reimbursements as per company policy				

FROOTLE INDIA PRIVATE LIMITED * MUMBAI *

N. R. Magiya

11th May 2021

Dear Ms. Oindrila,

Further to the discussion and interview you had with us; we are pleased to offer you the position of **Sales and Operations Associate.**

We believe that you would be a great addition to our team, and we look forward to working with you.

You will be paid CTC of Rs**. 5,00,000/-** per annum. (Annexure attached)

You are requested to join on or before **12th May 2021**, in our Delhi Office at: 19, Hauz Khas village, 2nd Floor, New Delhi – 110016

This offer is, however, subject to the details given by you being found to be in compliance with the verified evidence furnished by you.

You are requested to bring along the following documents on your date of joining and hand over to the HR department. Please carry photocopies of the documents mentioned below:

1. Passport Size Photograph – 2 copies
2. Self-attested documents of your all educational and degree certificates (X, XII, Degree, PG Certificate)
3. Permanent address proof
4. Experience Letter and Relieving Letter from current and previous employers
5. Appointment Letter from current employer
6. Salary slips of last 3 months
7. Copy of Pan Card
8. ID proof (Aadhar Card / Voter ID Card / Passport / Driving License)

Kindly return the duplicate copy of this offer letter, duly signed, as a token of your acceptance.

We look forward to a long, mutually beneficial and rewarding association with you.

For Imagine Marketing India Pvt Ltd

RITU CHOPRA
MANAGER - HUMAN RESOURCES

Imagine Marketing Pvt. Limited
Registered Office: C-255, Second Floor, Guru Gobind Singh Industrial Estate, Next to Jay Coach Off W.E. Highway, Goregaon East, Mumbai -400063 Maharashtra, India
Phone: +91-22-42102409 | Email: info@imaginemarketingIndia.com
Corporate Office: 19, Hauz Khas Village, 2nd Floor, New Delhi – 110016
Phone: +91 – 11-45024237, 45019643
CIN U52300MH2013PTC249758

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Annexure I

Name: Oindrila Banerjee	Designation: Sales and Operations Associate	
Particulars	**Rs. (P.M.)**	**Rs. (P.A.)**
Monthly Components		
Basic	17,000	2,04,000
HRA	8,500	1,02,000
General Allowance	-	-
Special Allowance	5,234	62,808
Additional Allowance	4,000	48,000
Monthly Gross Salary (A)	**34,734**	**4,16,808**
Retirals		
Provident Fund (Company Contribution)	1,950	23,400
ESIC	-	-
Gratuity (4.8%) of Basic	816	9,792.00
Monthly CTC (B)	**37,500**	**4,50,000**
Fixed Annual Compensation (A+B)	**37,500**	**4,50,000**
Performance bonus *	**4,167**	**50,000**
Total Annual Compensation (A+B+C)	**41,667**	**5,00,000**
PF Salary	15,000	
LESS:		
Provident Fund (Employee's Contribution)	1,800	21,600
ESIC	-	-
Profession Tax	-	-
Total Deduction	**1,800**	**21,600**
Net Take-Home (Gross Salary - Total Deduction)	**32,934**	**3,95,208**

Note : * Performance Bonus will be paid after completion of one year

Note * You are also eligible for Company Group Mediclaim Policy (Sum Insured of Rs.200000) & Group Personal Accident Policy (Sum Insured of Rs.500000), which is over and above-mentioned CTC.

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Phone: +91 – 11-45024237, 45019643
CIN U52300MH2013PTC249758

11th May 2021

Dear Ms. Damandeep,

Further to the discussion and interview you had with us; we are pleased to offer you the position of **Sales and Operations Associate.**

We believe that you would be a great addition to our team, and we look forward to working with you.

You will be paid CTC of Rs**. 5,00,000/-** per annum. (Annexure attached)

You are requested to join on or before **12th May 2021**, in our Delhi Office at: 19, Hauz Khas village, 2nd Floor, New Delhi – 110016

This offer is, however, subject to the details given by you being found to be in compliance with the verified evidence furnished by you.

You are requested to bring along the following documents on your date of joining and hand over to the HR department. Please carry photocopies of the documents mentioned below:

1. Passport Size Photograph – 2 copies
2. Self-attested documents of your all educational and degree certificates (X, XII, Degree, PG Certificate)
3. Permanent address proof
4. Experience Letter and Relieving Letter from current and previous employers
5. Appointment Letter from current employer
6. Salary slips of last 3 months
7. Copy of Pan Card
8. ID proof (Aadhar Card / Voter ID Card / Passport / Driving License)

Kindly return the duplicate copy of this offer letter, duly signed, as a token of your acceptance.

We look forward to a long, mutually beneficial and rewarding association with you.

For Imagine Marketing India Pvt Ltd

RITU CHOPRA
MANAGER - HUMAN RESOURCES

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Annexure I

Name: Damandeep Kaur	Designation: Sales and Operations Associate	
Particulars	**Rs. (P.M.)**	**Rs. (P.A.)**
Monthly Components		
Basic	17,000	2,04,000
HRA	8,500	1,02,000
General Allowance	-	-
Special Allowance	5,234	62,808
Additional Allowance	4,000	48,000
Monthly Gross Salary (A)	**34,734**	**4,16,808**
Retirals		
Provident Fund (Company Contribution)	1,950	23,400
ESIC	-	-
Gratuity (4.8%) of Basic	816	9,792.00
Monthly CTC (B)	**37,500**	**4,50,000**
Fixed Annual Compensation (A+B)	**37,500**	**4,50,000**
Performance bonus *	**4,167**	**50,000**
Total Annual Compensation (A+B+C)	**41,667**	**5,00,000**
PF Salary	15,000	
LESS:		
Provident Fund (Employee's Contribution)	1,800	21,600
ESIC	-	-
Profession Tax	-	-
Total Deduction	**1,800**	**21,600**
Net Take-Home (Gross Salary - Total Deduction)	**32,934**	**3,95,208**

Note : * Performance Bonus will be paid after completion of one year

Note * You are also eligible for Company Group Mediclaim Policy (Sum Insured of Rs.200000) & Group Personal Accident Policy (Sum Insured of Rs.500000), which is over and above-mentioned CTC.

Imagine Marketing Pvt. Limited
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Phone: +91 – 11-45024237, 45019643
CIN U52300MH2013PTC249758

11th May 2021

Dear Mr. Satywik,

Further to the discussion and interview you had with us; we are pleased to offer you the position of **Sales and Operations Associate.**

We believe that you would be a great addition to our team, and we look forward to working with you.

You will be paid CTC of Rs**. 5,00,000/-** per annum. (Annexure attached)

You are requested to join on or before **12th May 2021**, in our Delhi Office at: 19, Hauz Khas village, 2nd Floor, New Delhi – 110016

This offer is, however, subject to the details given by you being found to be in compliance with the verified evidence furnished by you.

You are requested to bring along the following documents on your date of joining and hand over to the HR department. Please carry photocopies of the documents mentioned below:

1. Passport Size Photograph – 2 copies
2. Self-attested documents of your all educational and degree certificates (X, XII, Degree, PG Certificate)
3. Permanent address proof
4. Experience Letter and Relieving Letter from current and previous employers
5. Appointment Letter from current employer
6. Salary slips of last 3 months
7. Copy of Pan Card
8. ID proof (Aadhar Card / Voter ID Card / Passport / Driving License)

Kindly return the duplicate copy of this offer letter, duly signed, as a token of your acceptance.

We look forward to a long, mutually beneficial and rewarding association with you.

For Imagine Marketing India Pvt Ltd

RITU CHOPRA
MANAGER - HUMAN RESOURCES

Imagine Marketing Pvt. Limited
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CIN U52300MH2013PTC249758

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Annexure I

Name: Satywik Chakraborty	Designation: Sales and Operations Associate	
Particulars	**Rs. (P.M.)**	**Rs. (P.A.)**
Monthly Components		
Basic	17,000	2,04,000
HRA	8,500	1,02,000
General Allowance	-	-
Special Allowance	5,234	62,808
Additional Allowance	4,000	48,000
Monthly Gross Salary (A)	**34,734**	**4,16,808**
Retirals		
Provident Fund (Company Contribution)	1,950	23,400
ESIC	-	-
Gratuity (4.8%) of Basic	816	9,792.00
Monthly CTC (B)	**37,500**	**4,50,000**
Fixed Annual Compensation (A+B)	**37,500**	**4,50,000**
Performance bonus *	**4,167**	**50,000**
Total Annual Compensation (A+B+C)	**41,667**	**5,00,000**
PF Salary	15,000	
LESS:		
Provident Fund (Employee's Contribution)	1,800	21,600
ESIC	-	-
Profession Tax	-	-
Total Deduction	**1,800**	**21,600**
Net Take-Home (Gross Salary - Total Deduction)	**32,934**	**3,95,208**

Note : * Performance Bonus will be paid after completion of one year

Note * You are also eligible for Company Group Mediclaim Policy (Sum Insured of Rs.200000) & Group Personal Accident Policy (Sum Insured of Rs.500000), which is over and above-mentioned CTC.

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Registered Office: C-255, Second Floor, Guru Gobind Singh Industrial Estate, Next to Jay Coach Off W.E. Highway, Goregaon East, Mumbai -400063 Maharashtra, India
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Phone: +91 – 11-45024237, 45019643
CIN U52300MH2013PTC249758

Berns Brett Masaood

Insurance Brokers : Risk Managers : Advisers

(STRICTLY PRIVATE & CONFIDENTIAL)

Date: 10th May 2021

SUBJECT: OFFER OF EMPLOYMENT

Jahnvi Kalia
India

Dear Ms. Jahnvi,

Further to your successful interview, we are pleased to offer you the position of **Management Trainee** with **Berns Brett Masaood Insurance LLC.**
Your salary details as follows:

Basic Salary	AED	2000	per month
HRA	AED	4000	Company provided accommodation
Other Allowance	AED	500	Per month
Total	AED	6500	per month

Your date of joining shall be agreed mutually upon obtaining the necessary labour and residence permits from the concerned government authorities.

Your Job Description and Employment Contract are enclosed herewith for your reference.

Your offer for employment is subject to:

a) Company's ability to obtain necessary labour and residence permit from the concerned government authorities and you shall be available for employment immediately upon obtaining such approvals.
B) Satisfactory references from two independent sources.
c) Submission of educational and professional qualifications duly attested by the competent authorities.
d) The approval of work permits application also to be completed before the employment start date.
e) Satisfactory declarations on criminal records, bankruptcy, indebtedness, Etihad Credit Bureau Report, Police Clearance Certificate and any other active business undertakings.
f) The employment is for an unlimited period, from your date of commencement of work after obtaining the required work and residence permits.

Vedanta Baruah
CEO

بيرنز بريت مسعود انشورنس ذ.م.م.
ص.ب: ١١١٥٦٦
أبوظبي - إ.ع.م
P.O.Box: 111566
Abu Dhabi, U.A.E.
BERNS BRETT MASAOOD INSURANCE L.L.C.

Acceptance signature: Jahnvi Kalia
Jahnvi Kalia
Date: 11th May, 2021

Berns Brett Masaood Insurance LLC.
PO Box 111566, Abu Dhabi, UAE
Tel : +971 2 676 1939
Fax : +971 2 676 5393
Email: enquiries@bbmiuae.com
www.bernsbrettmasaood.com

An Affiliate of Al Masaood

بيرنز بريت مسعود ذ.م.م.
ص.ب: ١١١٥٦٦ - أبوظبي - إ.ع.م.
هاتف: ١٩٣٩ ٦٧٦ ٢ ٩٧١+ - فاكس: ٥٣٩٣ ٦٧٦ ٢ ٩٧١+
البريد الإلكتروني: enquiries@bbmiuae.com
الموقع الإلكتروني: www.bernsbrettmasaood.com

منظمة من
قبل هيئة التأمين الامارات العربية المتحدة
رقم التسجيل - ٢١٩
Regulated By
United Arab Emirates Insurance Authority
Registration Number - 219

Employment Contract

This Employment Agreement ("Agreement") is made

By and between

The Berns Brett Masaood, a Private Ltd., Company addressed at 7th floor, Nissan Old Building, Naida Street, Abu Dhabi, United Arab Emirates;

And

Jahnvi Kalia, Indian National ("Employee");

Berns Brett Masaood and Employee each respectively a "Party", and collectively the "Parties".

WHEREAS Berns Brett Masaood wishes to hire **Jahnvi Kalia** and wishes to render personal services to Berns Brett Masaood, NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1) Duties

The Employee shall serve the Company in the capacity of **Management Trainee**

You are expected to work for the number of hours reasonably required to complete the tasks assigned by the company and/or to suit the local business practices.

Daily Office Timings are 8 AM to 5 PM (Sunday to Thursday) with one-hour lunch break between 1.00 pm to 2.00 pm. and Saturdays as and when required.

2) Posting

Your posting location will be confirmed at the time of Joining; however the posting can be at the branch offices / client offices based on the Job requirement.

3) Dress Code

It is mandatory to be in business formals from Sunday to Thursday during office hours and during all official meetings/trainings and Client visits.

4) Attendance

You are expected to report to the office on or before 8 AM every day and discuss your daily activities with your superior.

5) Probation Period

A probation period of six months is applicable from the date of joining. On completion of the probation period, "The Company" will confirm appointment subject to satisfactory performance. During the probation period not eligible for sick leave and /or any paid leave including maternity (For female candidates).

6)Annual Leave

For every year of service, you are entitled to an annual leave of not less than the following:

- Two days leave for every month if their service is more than six months and less than a year.
- 22 working days annually if their service exceeds one year.
- During probation period you are not eligible for any leave.
- At the end of the service you are entitled to an annual leave for the fraction of the last year you had spent in service.
- During annual leave you shall be paid your basic wage plus the housing allowance, if applicable.

7) Medical Insurance

Medical Insurance cover shall be in accordance with company policy for self.

8)Air Ticket

Travel ticket allowance to home country (nearest international airport) as per the passport address for self, once in a year as per company policy after completing one year.

9)Sick Leave

Upon completion of probation period, you are entitled to a sick leave of not more than 90 days per year subject to

- The first 15 days with full pay, followed by thirty days with half pay and 45 days period without pay.

10)Suspension

The Company has the right to suspend all or any of your duties for such period and on such terms as it considers appropriate. The Company can exercise this right at any time (including during a period of notice terminating your employment) and whether or not it is in connection with a disciplinary investigation. The Company will not pay the suspended employee if proven guilty.

11)Disciplinary Procedure

You are subject to the Company's disciplinary rules and disciplinary procedure. These do not form part of your terms and conditions of employment and the Company is entitled to change such

procedures in which case such change will be notified to you in writing. Alternatively, the Company may decide to adopt a procedure, which it considers to be more appropriate to the circumstances of a particular case than any of the written procedure referred herein.

12)Confidentiality

You shall not, either during or after your employment divulge or utilize any confidential information belonging to this organization (or belonging or relating to any or company and/customers) which may have come to your knowledge during your employment with this organization. You shall both during and after your employment take all reasonable precautions to keep all such information confidential.

You undertake not to make any statement to the press or media about the company or its company's and the company's or its companies' business without having prior written authorization from the company and / or companies.

13)Employee's Obligation

During the hours of work, the employee will be expected to devote the whole time and attention to the work the employee has been employed to perform and will not be in any way actively engaged or concerned with any other business.

The employee is expected to carry out any legitimate and work-related instructions from his/her superior, as long as these are reasonable and lawful.

The employee shall keep themselves updated with all internal guidelines and policies which are published by the employer from time to time and acknowledges that they may constitute binding obligations for the employee.

The employee must not accept gifts given by any person having business relations directly or indirectly with the employer. Please refer to the Staff Handbook for full details.

The employee undertakes to comply with all laws, regulations and moral principles prevailing in the United Arab Emirates during and outside his duties, so that the reputation and interests of the employer will not be adversely affected in any way.

Whilst this contract is in force you may not take any outside employment or engage in any business without prior written agreement of your employer nor may your additional employment render your total working time in breach of the working time regulations.

14)Compliance with the Laws, Company policies and instructions

You shall undertake to comply with the company's policies and instructions relating to, Ethical Standards, Information Security Standards and all other policies and instructions applicable from time to time. The company reserves the right to amend its policies and instructions impacting the Employee's employment conditions. The provisions of the company's policies and instructions

are deemed as integral part of this Offer Letter. You also undertake to comply with all laws and regulations, which relate to or impact his employment with the company.

15)Non-Competition

The Employee shall not during the term of this contract, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, agent, representative, sponsor or otherwise carry on or be engaged, concerned or interested in carrying on any business or employment which may compete with the business of the Company or any of its affiliates or subsidiaries. By signing this letter of employment, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
At no time during the term of this Agreement, and for a period of one (1) year thereafter ("Non-Compete Period"), shall the Employee directly or indirectly provide consultation or other services to, any clients of the Berns Brett Masaood except his own clients during the Non-Compete Period without the express prior written consent of Berns Brett Masaood.

16)Notice Period for End of service

The employment may be terminated by either party by giving one day's notice during the probation period and one-month (30 calendar days) notice after confirmation of the employment. If the termination by the Company is on the grounds of serious misconduct the termination will be with immediate effect.

If the employee is terminated during the probation period, the employer is not liable to pay end of service benefits. After completion of the probation period, the first 6 months will be counted as valid employment and is taken into account in calculation end of service benefits.

17) End of Service Benefits

Upon completion of one-year service, gratuity shall be calculated as follows:
- On Termination:
- For Services beyond 1 year and upto 5 years – 21 days of Basic Salary for each completed year or part thereof
- Beyond 5 years – 30 days of Basic Salary for each completed year or part thereof
- Always provided that the total gratuity does not exceed the wage of two years.
- On Resignation:
- For Services beyond 1 year and upto 3 years – 7 days of Basic Salary for each completed year or part thereof
- For Services beyond 3 years and upto 5 years – 14 days of Basic Salary for each completed year or part thereof
- Beyond 5 years – 21 days of Basic Salary for each completed year upto 5 years and 30 days of Basic Salary for each completed year from 6th year onwards or part thereof.

Your employment will be governed by the UAE governmental laws and regulations plus the terms and conditions as laid down in our company policies and procedures.

We look forward to a long and mutually beneficial working relationship.

Yours sincerely,

Vedanta Baruah
Chief Executive Officer

---

18)Acceptance

I understand and agree with all details contained therein and undertake to abide to them.

Jahnvikalia

Jahnvi Kalia
Date: 11th May, 2021

virinchi
www.virinchi.com

OFFER LETTER

Date: 11th May, 2021
Name: Ms. Shrankhala Agrawal,
Address: Mehsana, Gujarat
Phone No: +91 7984343874
Email id: Shrankhala3006@gmail.com

Dear Ms Shrankhala Agrawal,

Congratulations! Subsequent to the discussions we had with you recently, it is a sincere pleasure to make you an offer in our organization as **Management Trainee in General Management.** Please find the details below:

Date of Joining: **1st June, 2021**

Designation: **Management Trainee**

Compensation: Your total Gross annual compensation will be Rs.5,00,000/- (Rupees Five Lakh Only) Per Annum (Subjected to Statutory liabilities).

Notice period: The employee is entitled to terminate this appointment without assigning any reason by giving two months' notice in writing or payment of two month's salary in lieu thereof after completion of the service agreement, provided the company agrees at its sole discretion to relieve you prior to notice period based on the project priorities/ deliverables. Whereas the company reserves the right to terminate the employment at any given point of time, assigning no reason, by giving a two months' notice in writing or two month's salary in lieu.

The employee will be on Probation for the initial Six Months during which the company has the right to terminate his/her employment without assigning any reason and will not need any notice period. Whereas the employee has to comply with the terms of the service agreement in case he/she wishes to terminate his/her employment.

After completion of the Probation period you will be assigned a fulltime role in a particular department along with change in designation which will be decided after completion of the probation period.

Service Agreement: The company is going to invest in training you over the 24 months on various domains due to which you shall agree to be bound by a bond to work with the company for a minimum period of 24 months from the date of joining failing which you shall be liable to pay a sum of Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand Only). This sum is exclusive of all the dues from you to the company at that point of time.

Any issues subjected to performance, discipline, confidentiality, company has the right to terminate your service at any point without giving notice period.

While reporting for duty, please bring the following documents in original, along with a photocopy of each, without fail:

- Educational Qualifications
- Address Proof – Local and Native
- Passport Copy
- 2 Passport size photographs

You are required to sign a copy of this letter confirming the acceptance of the terms of offer and policies existing and modified from time to time.

Please note that your compensation package is confidential between you and the organization, and you are advised to discuss only with the Human Resources Department.

Once again, let me express our unanimous excitement at the prospect of you joining the organization. We look forward to the prospect of a long and mutually rewarding professional relationship.

Sincerely,

For,

Virinchi Limited

Mallika

Senior Manager-HR

www.virinchi.com

ANNEXURE – I

Salary Structure	**Amount in Rupees**
Basic	20,000
HRA	10,000
Conveyance	1,600
Medical	1,000
Special Allowance	5,834
Total	**38,434**
Deductions	
PF	2,400
PT	200
Net Pay	**35,834**
Benefits	
PF	2,400
Gratuity	833
CTC	**41,667**

Note – Subjected to Statutory Liabilities

virinchi
www.virinchi.com

01st June, 2021

Name: Ms. Shruti Jain,
Address: Indore, MP
Phone No: +91 7400676070
Email id: Shrutijain886@gmail.com

Dear Shruti ,

Appointment as Management Trainee - General Management

With reference to the interest shown by you in our organization and the subsequent discussions with you, we are glad to inform that you have been appointed as **Management Trainee in General Management**. in our company from **01st June, 2021**. The following are the terms and conditions of the said appointment.

Place of Posting: You would initially be working at our Banjara Hills Office. The Company shall have the right to transfer you at any of its offices in India and abroad

Key Responsibilities:

1. Your job content involves the following:
    a) To undertake all activities related to growing Virinchi group businesses – including those for IT Products, IT Services and Healthcare Solutions.
    b) Specifically, you will be responsible for client prospecting, pre-sales, sales and transition to the delivery team.
    c) For new businesses and clients, you will be responsible for all planning, fund raising, partnerships, external and internal communications, solution design, go-to-market strategy, execution and all associated businesses activities required to acquire and set up the new business/ accounts.
    d) Identifying, qualifying, and securing business opportunities
    e) Building business relationships with current and potential clients
    f) Collaborating with sales and leadership to secure, retain, and grow accounts
    g) Developing customized targeted sales strategies
    h) Creating informative presentations; Presenting and delivering information to potential clients at client meetings, industry exhibits, trade shows, and conferences.

i) Researching organisations and individuals online (especially on social media) to identify new leads and potential new markets
j) Selling products and services using solid arguments to prospective customers
k) Performing cost-benefit analyses of existing and potential customers
l) Maintaining positive business relationships to ensure future sales

Compensation:

Your total Gross annual compensation will be Rs.5,00,000/- (Rupees Five Lakhs Only) Per Annum (Subjected to Statutory liabilities) of which Rs. 1 lakhs will be retention bonus which will be paid after completion of 1 year of services

TERMS AND CONDITIONS:

- This appointment is made solely relying upon your representation/ information furnished. If any such information or representation is found during your employment to be false, incorrect, misleading, or suppressed the Company will have the right to forthwith terminate your services at any time during or even on completion of the probation period without giving any notice whatsoever.

Code of Conduct

- (i)You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interest of the Company and will at no time do or say anything which compromises the Company's goal or reputation. If there is any breach of the same, or the terms and conditions laid down in this document, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein.

  (ii) You are bound by the Rules, Regulations; Policies of the Company as laid down from time to time .You are expected to apprise yourself of the Company Rules, Regulations and Policies from time to time.

Probation

- The Employee will be on Probation for a period of 6 months. During your period of probation if your performance is found unsatisfactory, the company may extend the probation for up to 3 months or discontinue the services of your employment with immediate effect. During the extension of your probation period if your performance is still found unsatisfactory, then the Company shall be entitled to discontinue your services forthwith without any notice whatsoever.

Notice Period

- During the period of your employment your services would be liable to be terminated by the Company without assigning any reason on a two months' notice or on payment of a two month's remuneration in lieu of the notice period. In the event of any employee leaving the organization voluntarily, he/she should do so with a notice of at least 60 days / two month's remuneration provided the company agrees at its sole discretion to relieve you prior to notice period based on the project priorities/pending deliverables and the company reserves the right to stop any outstanding receivables by the employee also any letters like relieving and experience will not be issued.

Alternate Employment

- While serving the Company, you shall give and devote the whole of your work day exclusively to your duties with the Company and shall not engage yourself, directly or indirectly without prior consent in writing of the Company with or without remuneration in any trade, business, occupation, employment, service or calling which is similar to or the same as that carried out by the Company nor shall you undertake any activities which are contrary to or inconsistent either with your duties and obligations under this appointment or with the Company's interests. The Company reserves the right to alter or allocate different responsibility to you from time to time depending on the business needs of the Company.

Confidentiality

- You will not give anyone, by word of mouth, writing, facsimile, any devices or otherwise, any particulars or details, which you acquire during the course of your employment of our working systems, technical knowhow, security arrangements, administrative and or organization matters of our and our clients whether confidential, secret or otherwise, either during your employment with the Company or afterwards.
  For a period of 2 years after the end of employment, you shall not accept any offer of employment from any customer/client of the Company where you had worked in a professional capacity with that customer in the one year immediately preceding the termination of your employment, control, consult to or be employed by any business who are competition to the company directly or indirectly.

Intellectual Property Rights:

- You acknowledge and represent that the Intellectual Property Rights (IPR) in all the work(s) done by you during the time of your employment or contract or assignment in any manner with Virinchi Limited or its

Clients will be deemed as work done for hire and it belongs to Virinchi Limited perpetually and without any claim from you. IPR would mean rights in systems, documentations, designs, patents, utility models, trademarks, knowhow, drawings, specifications, reports, source code, flowcharts, algorithms, moral rights, database rights, etc. (whether or not, in each case, the right is registered and including applications for, and any right to apply for, such registrations) and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of these which may subsist anywhere in the world, together with all renewals and extensions to such rights. As and when requested by Virinchi Limited, you shall sign all such documents and instruments including any actions that is required to effect the purpose of assignment of IPR to Virinchi Limited during your tenure with Virinchi Limited or otherwise.

- In case of any violation of any of the terms and conditions of this offer letter or Rules, Regulations, norms, policies laid down by the company from time to time, the Company reserves the right to terminate your service at any point without giving notice period.

- You will keep the Company informed of any change in your residential address or in your civilian status.

- You shall be eligible to take holidays as per the Declared List of Holidays for the year as prescribed by the relevant statute from time to time.

- If you are agreeable to the above-mentioned terms and conditions please sign and return a copy of this letter in token of your acceptance.

We look forward to a mutually fruitful association.

With best regards,

For,
Virinchi Limited

Mallika
Senior Manager HR
www.virinchi.com

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Fwd: Ricaria Support Services Pvt Ltd-Offer letter

Srishti Aneja <srishti010993@gmail.com> Fri, May 14, 2021 at 2:00 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Dear sir,

Kindly refer to the trail mail for the offer letter given by the company

Thanks and regards
Srishti Aneja
---------- Forwarded message ---------
From: **Srishti Aneja** <srishti010993@gmail.com>
Date: Thu, 13 May, 2021, 1:07 pm
Subject: Re: Ricaria Support Services Pvt Ltd-Offer letter
To: HR Digi-Prex <hr@digi-prex.com>

Hi
Thank you for the offer letter, I am delighted to formally accept the offer letter and very much looking forward to joining the team
Appended are the above mentioned documents

Thanks and regards
Srishti Aneja

On Thu, 13 May 2021 at 10:54, HR Digi-Prex <hr@digi-prex.com> wrote:

> Dear Srishti Aneja,
>
> Congratulations on your **offer** from Ricaria Support Services Pvt Ltd! We are delighted to **offer** you the position of **Operations Manager** please find the attachment of your offer letter. Revert back with your confirmation and Documents.
>
> **Documents Required** AAdhar, PAN, Educational Certificates, Experience Certificates, Payslips.
>
> **Regards,**
>
> **Sai Teja .P**
>
> **Human Resources**
>
> **91+ 9392924840**
>
> **Email: hr@digi-prex.com**
>
> **#8-2-326/5, 3rd Floor, Road No. 3, Banjara Hills,**
>
> **Hyderabad - 500034, Telangana, India.**

RICARIA SUPPORT SERVICES PRIVATE LIMITED
8-2-326/3 Road no. 3 Banjara hills, Hyderabad – 50003

Offer Letter

Date: 11/05/2021
Station: Hyderabad,
Ref/HR-EOL/HYD/07/05-21

To,
Mr. Srishti Aneja,
Address: Hyderabad.

Dear Mr. Srishti Aneja,
We are pleased to inform you that, after careful consideration, Ricaria Services Support Pvt Ltd have decided to extend the following full-time employment offer to you as **Operations Manager** the following terms and conditions.

1. You will be given CTC of Rs 5,50,000**/- (Rupees Five Lakhs Fifty thousand only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms. Payable monthly in the manner set out in **Annexure.**

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ricaria Support Services Pvt Ltd**., family and look forward to a fruitful collaboration

With best wishes,
Ricaria Support Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

Annexure A

Name	**Srishti Aneja**
Designation	**Manager**
Department	**Operations**
Location/Branch	**Hyderabad**

Pay Components (A)	**Monthly**	**Yearly**
Basic	17613	211360
HRA	7045	84540
Journal Allownace	1000	12000
C.Edu Allowance	200	2400
C.Host Allowance	600	7200
Gift Voucher	417	5004
Special Allowance	17158	205896
Total Gross Salary	**44033**	**528400**
Employer Contributions (B)		
Provident Fund	1800	21600
Total Contributions	**1800**	**21600**

Total CTC Incl benefits (A+B+C)	**45833**	**550000**

Annual CTC (in words): **Rupees Five Lakh Fifty Thousand only**

Note:

1. Leave Encashment can be availed at the end of calendar year based on availability.
2. PF and PT deductions in CTC are as per the statutory norms.

2 July 2021

Piyush Jain
Flat no 716, B-Block, Brindavan Apartments, Lakdikapul, Hyderabad, 500004
Hyderabad

Dear Piyush

Further to your recent interview and conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with HSBC Electronic Data Processing India Private Limited, with a commencement date of **7 July 2021**. Please report to the undersigned on **7 July 2021** at 09:00 AM at **"HSBC-EDPI, ""Futura - 2"", 148/1, Bannerghatta Road, Bilekahalli Village, Bangalore - 560 076 "** .

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

JOB TITLE: Analyst GMMO RVQ and R, GSC'S

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

PAY

Your commencing remuneration – Total Cost will be INR **950000** per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR **300000** per annum and under Personal Accident Insurance for a sum of INR **3118535**. You will also be covered under Life Insurance for a sum of INR **3118535** per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other

things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

DEDUCTIONS FROM PAY

When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

HOURS OF WORK

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

SHIFT WORKING

The company may at any time on issuance of one month’s prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours. In these circumstances, you will be entitled to an overtime pay for every half an hour worked over and above 45 hours a week.

ANNUAL LEAVE

The company’s holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 years' service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorized absence due to sickness, subject to any service criteria that may exist from time to time.

PLACE OF WORK AND MOBILITY

Your location will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

RULES AND REGULATIONS

HSBC Electronic Data Processing India Private Limited, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSBC. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSBC immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

In the event that your duties require successful completion/certification of mandatory training such as Anti- Money laundering/ Sanctions modules etc. as prescribed by HSBC, you will need to ensure that this is successfully completed within the stipulated time period. In the event that you are unsuccessful, the management reserves its rights to either redeploy you to other duties or take suitable steps as deemed appropriate.

If your terms of employment are covered under any treaty of co-operation or MOU with any friendly nation and India, such employment shall cease immediately on withdrawal of such co-operation or MOU or a change in such agreement with India which has a significant impact on the terms of such employment including but not limited to duration, work permits or visa requirements, minimum remuneration requirements. However, should such change be minimal to an extent of change in documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. A copy is enclosed with this letter, for signature and return.

PERSONAL DATA

Data relating to your job application and as an employee of HDPI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people.

A form of consent to these arrangements is enclosed with this letter for signature and return.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

STAFF DEALING PROCEDURES

Personal dealing in securities by company employees is subject to specific procedures, which may be amended from time to time, that must be strictly observed at all times. A copy of the current guidelines to staff will be made available to you when you commence employment. You are required to read it and familiarize yourself with it as soon as possible.

DATA PROTECTION

Under the company's policies, all employees have a responsibility to ensure that computerized data is accurate and is kept secure. Unauthorized disclosure of personal data is a serious offence and can result in prosecution. Therefore, you must ensure that you:

do not disclose personal data without authority
do not access information or systems directly relevant to each task
do not treat personal data carelessly
lock all printouts away when not in use
do not disclose your computer password to any unauthorized person

Many employee details are maintained on a computerized database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's internal, restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE PERIOD

TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of **3** months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of **3** months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company.

Such change would be intimated by the Company through an internal communication to the employees at large.

ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

"This is a computer generated letter and hence no signature is required"

ANNEXURE

Name: **Piyush Jain**

Designation: **Analyst GMMO RVQ and R, GSC'S**

Basic Salary (A):	350,925.00
Flexible Allowance Package: (B)	540,085.00
Total Cash (A+B):	**891010.00**
Companies Contribution of Provident Fund (C):	42,111.00
Gratuity (D):	16,879.00
Total CTC (A+B+C+D):	**950000**

* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

* EPFO guidelines for International Worker applicable

* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

"This is a computer generated letter and hence no signature is required"

HSBC

New Hire Relocation Letter

1 July 2021

Piyush Jain
Flat no 716, B-Block, Brindavan Apartments, Lakdikapul, Hyderabad, 500004

500004

Further to your offer letter dated **1 July 2021** for the position of **Analyst GMMO RVQ and R, GSC'S** joining at **Bangalore** effective **7 July 2021,** find below the relocation benefits extended for your movement from **Hyderabad** to join the organization.

1. **Transportation**

- You are entitled for reimbursement of your travel expenses incurred to travel for joining the organization for yourself and your family
- You are also entitled for reimbursement of the cost incurrent for local travel (taxi fare) for reaching the airport / railway station at your current location and hotel / guest house at destination
- Please make your own travel arrangement by the most direct route
- To initiate the reimbursement process, submit all original documents viz., if travelling by air - boarding pass & tickets, if travelling by rail - railway ticket and original invoice for taxi fare via fusion tool
- This amount will be paid directly to your bank account upon receipt of necessary proof by finance team

2. **Temporary Accommodation**

- You will be provided temporary accommodation for the first 14 calendar days for you and your family upon your relocation
- Accommodation is provided only from two days prior to the start date. In case you wish to arrive earlier, you are requested to inform your Recruiter at least one week prior to your start date. Else, you will have to make your own arrangements till you are eligible to check in
- If you intend to make your own accommodation arrangements, a corresponding sum can be claimed (subject to entitlement). To initiate the reimbursement process, submit the original documents viz. Hotel Bill via Fusion tool. The amount will be paid by Finance post appropriate tax withholding
- Please note the following:
  - Accommodation once booked cannot be cancelled
  - No request for providing accommodation post joining (not requested earlier) will be accepted
  - Accommodation entitlement is not extended to parents / siblings / friends or relatives
- You are requested to comply with the rules and regulations of the Hotel / Guest House and ensure you behave in accordance with the organizational conduct guidelines

3. **Daily Allowance (DA)**

- You are eligible for daily allowance for the first 14 calendar days upon your relocation for self and family to meet the expenses towards food and other incidentals. The maximum eligible amount is indicated in the annexure
- Only cost of accommodation will be borne by the organization, and you have to settle all other expenses directly at the Hotel / Guest House at the time of checkout
- DA can be claimed by submitting the request on Fusion tool with required documents like bills, receipts etc., The amount will be paid through Finance

4. **Housing Security Deposit (HSD)**

- The security deposit you will pay to formalize the rental agreement, can be availed as advance from the organization. The maximum eligible amount is indicated in the annexure.
- To initiate payout, submit the rental agreement to your Recruitment Spoc. The same will be paid through payroll and will be recovered from your salary in 24 equal monthly installments
- Since the amount is extended as advance, it would attract perquisite tax at your hands

5. **Realtor Fees**

- You are entitled for realtor fees and the maximum eligible amount is indicated in the annexure.
- To initiate the payout, please submit the original invoice to your Recruitment Spoc
- The amount will be paid through payroll post appropriate tax withholding

6. **Shipment of Household Goods and Vehicle**

- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location. The maximum eligible amount is indicated in the annexure
- You shall ship your house hold goods along with one vehicle in one go. Split shipments are not allowed
- Cost incurred towards payment of tax and registration of your vehicle upon your relocation is over and above the amount specified and will be reimbursed on actuals
- To initiate reimbursement of expenses for shipment of household goods and vehicle, submit a fusion request along with all original documents viz. invoices detailed the list of goods shifted (revenue stamped by the agency) along with C&F challan etc. The amount will be paid directly to your bank account upon receipt of necessary approvals
- To initiate reimbursement of payment of tax and registration of your vehicle, Submit a fusion request along with all original documents, the copies of challan with NOC etc., The amount will be paid directly to your bank account upon receipt of necessary approvals.

Timeframe for availing the benefits

- All relocation benefits must be availed within 6 months of your joining the organization, else, the offer will lapse. In case, you have a need to avail these at a later date, please raise this with your Recruitment Spoc and obtain prior approval.
- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location and the maximum eligible amount is indicated in the annexure.

Repayment

- If you resign voluntarily / termination on account of gross misconduct
  - Within 18 months of commencement of employment, gross amount paid towards shipment of household goods and vehicle has to be repaid back.
  - Within 24 months of commencement of employment, unrecovered HSD (House Security Deposit) advance has to be repaid back.
- Alternatively, the same will be recovered from your full & final settlement.

“This is a computer generated letter and hence no signature is required”

Annexure

Relocation Entitlements & Acceptance to Terms

Name	Piyush Jain
Designation	Analyst GMMO RVQ and R, GSC'S
GCB	07
Location of Joining	Bangalore
Relocation Assistance	**Entitlements**
Transport Entitlement	Economy Air Fare/ AC Train Fare for self, spouse and 2 dependent children
Daily Allowance	INR 3000for Self, Spouse + upto 2 dependent children
Shipping of Household Goods & Vehicle	Upto INR 40,000
Housing Security Deposit (HSD)	INR 150,000 (Max.)
Realtor Fees	Upto INR 5,000 (Max)

I have read, understood and accept the terms of the Intra-India relocation program as described in this memo.

"This is a computer generated letter and hence no signature is required"

Restricted

Attachments

- HR 2.01 F4 - Pre- Employment Medical Questionnaire.pdf
- HR 2.01 F5 - Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- INTERNET BROWSER REQUEST - TERMS AND CONDITIONS.pdf
- HR 2.01 F10 - Data Consent Form.pdf

Offer electronically accepted by: Jain, Piyush
Offer electronically accepted on: 02-Jul-2021 11:39
Offer electronically accepted from: 157.47.60.71

1 July 2021

Sivaananda sai Gullapalli
d no 4-2-91/4 perivari street bhupayya agraharam
amalapuram

Dear Sivaananda sai

Further to your recent interview and conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with HSBC Electronic Data Processing India Private Limited, with a commencement date of 7 July 2021. Please report to the undersigned on 7 July 2021 at 09:00 AM at "HSBC-EDPI, ""Futura - 2"", 148/1, Bannerghatta Road, Bilekahalli Village, Bangalore - 560 076 " .

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

JOB TITLE: Analyst - Regulatory Reporting and Trade Conduct, GSC's

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

PAY

Your commencing remuneration – Total Cost will be INR 950000 per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR 300,000 per annum and under Personal Accident Insurance for a sum of INR 3118535. You will also be covered under Life Insurance for a sum of INR 3118535 per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

DEDUCTIONS FROM PAY

When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

HOURS OF WORK

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

SHIFT WORKING

The company may at any time on issuance of one month’s prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours. In these circumstances, you will be entitled to an overtime pay for every half an hour worked over and above 45 hours a week.

ANNUAL LEAVE

The company’s holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 years' service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorized absence due to sickness, subject to any service criteria that may exist from time to time.

PLACE OF WORK AND MOBILITY

Your location will be Bangalore. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

RULES AND REGULATIONS

HSBC Electronic Data Processing India Private Limited, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSBC. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSBC immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

In the event that your duties require successful completion/certification of mandatory training such as Anti- Money laundering/ Sanctions modules etc. as prescribed by HSBC, you will need to ensure that this is successfully completed within the stipulated time period. In the event that you are unsuccessful, the management reserves its rights to either redeploy you to other duties or take suitable steps as deemed appropriate.

If your terms of employment are covered under any treaty of co-operation or MOU with any friendly nation and India, such employment shall cease immediately on withdrawal of such co-operation or MOU or a change in such agreement with India which has a significant impact on the terms of such employment including but not limited to duration, work permits or visa requirements, minimum remuneration requirements. However, should such change be minimal to an extent of change in documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. A copy is enclosed with this letter, for signature and return.

PERSONAL DATA

Data relating to your job application and as an employee of HDPI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people.

A form of consent to these arrangements is enclosed with this letter for signature and return.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

STAFF DEALING PROCEDURES

Personal dealing in securities by company employees is subject to specific procedures, which may be amended from time to time, that must be strictly observed at all times. A copy of the current guidelines to staff will be made available to you when you commence employment. You are required to read it and familiarize yourself with it as soon as possible.

DATA PROTECTION

Under the company's policies, all employees have a responsibility to ensure that computerized data is accurate and is kept secure. Unauthorized disclosure of personal data is a serious offence and can result in prosecution. Therefore, you must ensure that you:

do not disclose personal data without authority
do not access information or systems directly relevant to each task
do not treat personal data carelessly
lock all printouts away when not in use
do not disclose your computer password to any unauthorized person

Many employee details are maintained on a computerized database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's internal, restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE PERIOD

TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of 3 months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of 3 months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company.

Such change would be intimated by the Company through an internal communication to the employees at large.

ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

"This is a computer generated letter and hence no signature is required"

ANNEXURE

Name: Sivaananda sai Gullapalli

Designation: Analyst - Regulatory Reporting and Trade Conduct, GSC's

Basic Salary (A):	350,925.00
Flexible Allowance Package: (B)	540,085.00
Total Cash (A+B):	**891010.00**
Companies Contribution of Provident Fund (C):	42,111.00
Gratuity (D):	16,879.00
Total CTC (A+B+C+D):	**950000**

* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

* EPFO guidelines for International Worker applicable

* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

"This is a computer generated letter and hence no signature is required"

HSBC

New Hire Relocation Letter

30 June 2021

Sivaananda sai Gullapalli
d no 4-2-91/4 perivari street bhupayya agraharam

533201

Further to your offer letter dated 30 June 2021 for the position of Analyst - Regulatory Reporting and Trade Conduct, GSC's joining at Bangalore effective 7 July 2021, find below the relocation benefits extended for your movement from amalapuram to join the organization.

1. Transportation

- You are entitled for reimbursement of your travel expenses incurred to travel for joining the organization for yourself and your family
- You are also entitled for reimbursement of the cost incurrent for local travel (taxi fare) for reaching the airport / railway station at your current location and hotel / guest house at destination
- Please make your own travel arrangement by the most direct route
- To initiate the reimbursement process, submit all original documents viz., if travelling by air - boarding pass & tickets, if travelling by rail - railway ticket and original invoice for taxi fare via fusion tool
- This amount will be paid directly to your bank account upon receipt of necessary proof by finance team

2. Temporary Accommodation

- You will be provided temporary accommodation for the first 14 calendar days for you and your family upon your relocation
- Accommodation is provided only from two days prior to the start date. In case you wish to arrive earlier, you are requested to inform your Recruiter at least one week prior to your start date. Else, you will have to make your own arrangements till you are eligible to check in
- If you intend to make your own accommodation arrangements, a corresponding sum can be claimed (subject to entitlement). To initiate the reimbursement process, submit the original documents viz. Hotel Bill via Fusion tool. The amount will be paid by Finance post appropriate tax withholding
- Please note the following:
  - Accommodation once booked cannot be cancelled
  - No request for providing accommodation post joining (not requested earlier) will be accepted
  - Accommodation entitlement is not extended to parents / siblings / friends or relatives
- You are requested to comply with the rules and regulations of the Hotel / Guest House and ensure you

behave in accordance with the organizational conduct guidelines

3. Daily Allowance (DA)

- You are eligible for daily allowance for the first 14 calendar days upon your relocation for self and family to meet the expenses towards food and other incidentals. The maximum eligible amount is indicated in the annexure
- Only cost of accommodation will be borne by the organization, and you have to settle all other expenses directly at the Hotel / Guest House at the time of checkout
- DA can be claimed by submitting the request on Fusion tool with required documents like bills, receipts etc., The amount will be paid through Finance

4. Housing Security Deposit (HSD)

- The security deposit you will pay to formalize the rental agreement, can be availed as advance from the organization. The maximum eligible amount is indicated in the annexure.
- To initiate payout, submit the rental agreement to your Recruitment Spoc. The same will be paid through payroll and will be recovered from your salary in 24 equal monthly installments
- Since the amount is extended as advance, it would attract perquisite tax at your hands

5. Realtor Fees

- You are entitled for realtor fees and the maximum eligible amount is indicated in the annexure.
- To initiate the payout, please submit the original invoice to your Recruitment Spoc
- The amount will be paid through payroll post appropriate tax withholding

6. Shipment of Household Goods and Vehicle

- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location. The maximum eligible amount is indicated in the annexure
- You shall ship your house hold goods along with one vehicle in one go. Split shipments are not allowed
- Cost incurred towards payment of tax and registration of your vehicle upon your relocation is over and above the amount specified and will be reimbursed on actuals
- To initiate reimbursement of expenses for shipment of household goods and vehicle, submit a fusion request along with all original documents viz. invoices detailed the list of goods shifted (revenue stamped by the agency) along with C&F challan etc. The amount will be paid directly to your bank account upon receipt of necessary approvals
- To initiate reimbursement of payment of tax and registration of your vehicle, Submit a fusion request along with all original documents, the copies of challan with NOC etc., The amount will be paid directly to your bank account upon receipt of necessary approvals.

Timeframe for availing the benefits

- All relocation benefits must be availed within 6 months of your joining the organization, else, the offer will lapse. In case, you have a need to avail these at a later date, please raise this with your Recruitment Spoc and obtain prior approval.
- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location and the maximum eligible amount is indicated in the annexure.

Repayment

- If you resign voluntarily / termination on account of gross misconduct
  - Within 18 months of commencement of employment, gross amount paid towards shipment of household goods and vehicle has to be repaid back.
  - Within 24 months of commencement of employment, unrecovered HSD (House Security Deposit) advance has to be repaid back.
- Alternatively, the same will be recovered from your full & final settlement.

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Annexure

Relocation Entitlements & Acceptance to Terms

Name	Sivaananda sai Gullapalli
Designation	Analyst - Regulatory Reporting and Trade Conduct, GSC's
GCB	07
Location of Joining	Bangalore
Relocation Assistance	**Entitlements**
Transport Entitlement	Economy Air Fare/ AC Train Fare for self, spouse and 2 dependent children
Daily Allowance	INR INR 3000/- per person per dayfor Self, Spouse + upto 2 dependent children
Shipping of Household Goods & Vehicle	Upto INR 40,000
Housing Security Deposit (HSD)	INR 150,000 (Max.)
Realtor Fees	Upto INR 5,000 (Max)

I have read, understood and accept the terms of the Intra-India relocation program as described in this memo.

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Restricted

Attachments

- HR 2.01 F4 - Pre- Employment Medical Questionnaire.pdf
- HR 2.01 F5 - Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- INTERNET BROWSER REQUEST - TERMS AND CONDITIONS.pdf
- HR 2.01 F10 - Data Consent Form.pdf

1 July 2021

pooja rani
2250 sector 8
Faridabad
faridabad

Dear pooja

Further to your recent interview and conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with HSBC Electronic Data Processing India Private Limited, with a commencement date of **7 July 2021**. Please report to the undersigned on **7 July 2021** at 09:00 AM at **"HSBC-EDPI, ""Futura - 2"", 148/1, Bannerghatta Road, Bilekahalli Village, Bangalore - 560 076 "** .

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

JOB TITLE: Operations Associate, GSC'S

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

PAY

Your commencing remuneration – Total Cost will be INR **950000** per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR **300,000** per annum and under Personal Accident Insurance for a sum of INR **3118535**. You will also be covered under Life Insurance for a sum of INR **3118535** per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

DEDUCTIONS FROM PAY

When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

HOURS OF WORK

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

SHIFT WORKING

The company may at any time on issuance of one month's prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours. In these circumstances, you will be entitled to an overtime pay for every half an hour worked over and above 45 hours a week.

ANNUAL LEAVE

The company's holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 years' service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorized absence due to sickness, subject to any service criteria that may exist from time to time.

PLACE OF WORK AND MOBILITY

Your location will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

RULES AND REGULATIONS

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documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

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do not disclose personal data without authority
do not access information or systems directly relevant to each task
do not treat personal data carelessly
lock all printouts away when not in use
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NOTICE PERIOD

TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of **3** months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of **3** months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

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ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

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ANNEXURE

Name: **pooja rani**

Designation: **Operations Associate, GSC'S**

Basic Salary (A):	350,925.00
Flexible Allowance Package: (B)	540,085.00
Total Cash (A+B):	**891010.00**
Companies Contribution of Provident Fund (C):	42,111.00
Gratuity (D):	16,879.00
Total CTC (A+B+C+D):	**950000**

* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

* EPFO guidelines for International Worker applicable

* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

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New Hire Relocation Letter

30 June 2021

pooja rani
2250 sector 8
Faridabad
121006

Further to your offer letter dated **30 June 2021** for the position of **Operations Associate, GSC'S** joining at **Bangalore** effective **7 July 2021,** find below the relocation benefits extended for your movement from **faridabad** to join the organization.

1. **Transportation**

- You are entitled for reimbursement of your travel expenses incurred to travel for joining the organization for yourself and your family
- You are also entitled for reimbursement of the cost incurrent for local travel (taxi fare) for reaching the airport / railway station at your current location and hotel / guest house at destination
- Please make your own travel arrangement by the most direct route
- To initiate the reimbursement process, submit all original documents viz., if travelling by air - boarding pass & tickets, if travelling by rail - railway ticket and original invoice for taxi fare via fusion tool
- This amount will be paid directly to your bank account upon receipt of necessary proof by finance team

2. **Temporary Accommodation**

- You will be provided temporary accommodation for the first 14 calendar days for you and your family upon your relocation
- Accommodation is provided only from two days prior to the start date. In case you wish to arrive earlier, you are requested to inform your Recruiter at least one week prior to your start date. Else, you will have to make your own arrangements till you are eligible to check in
- If you intend to make your own accommodation arrangements, a corresponding sum can be claimed (subject to entitlement). To initiate the reimbursement process, submit the original documents viz. Hotel Bill via Fusion tool. The amount will be paid by Finance post appropriate tax withholding
- Please note the following:
  - Accommodation once booked cannot be cancelled
  - No request for providing accommodation post joining (not requested earlier) will be accepted
  - Accommodation entitlement is not extended to parents / siblings / friends or relatives
- You are requested to comply with the rules and regulations of the Hotel / Guest House and ensure you behave in accordance with the organizational conduct guidelines

3. **Daily Allowance (DA)**

- You are eligible for daily allowance for the first 14 calendar days upon your relocation for self and family to meet the expenses towards food and other incidentals. The maximum eligible amount is indicated in the annexure
- Only cost of accommodation will be borne by the organization, and you have to settle all other expenses directly at the Hotel / Guest House at the time of checkout
- DA can be claimed by submitting the request on Fusion tool with required documents like bills, receipts etc., The amount will be paid through Finance

4. **Housing Security Deposit (HSD)**

- The security deposit you will pay to formalize the rental agreement, can be availed as advance from the organization. The maximum eligible amount is indicated in the annexure.
- To initiate payout, submit the rental agreement to your Recruitment Spoc. The same will be paid through payroll and will be recovered from your salary in 24 equal monthly installments
- Since the amount is extended as advance, it would attract perquisite tax at your hands

5. **Realtor Fees**

- You are entitled for realtor fees and the maximum eligible amount is indicated in the annexure.
- To initiate the payout, please submit the original invoice to your Recruitment Spoc
- The amount will be paid through payroll post appropriate tax withholding

6. **Shipment of Household Goods and Vehicle**

- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location. The maximum eligible amount is indicated in the annexure
- You shall ship your house hold goods along with one vehicle in one go. Split shipments are not allowed
- Cost incurred towards payment of tax and registration of your vehicle upon your relocation is over and above the amount specified and will be reimbursed on actuals
- To initiate reimbursement of expenses for shipment of household goods and vehicle, submit a fusion request along with all original documents viz. invoices detailed the list of goods shifted (revenue

stamped by the agency) along with C&F challan etc. The amount will be paid directly to your bank account upon receipt of necessary approvals
- To initiate reimbursement of payment of tax and registration of your vehicle, Submit a fusion request along with all original documents, the copies of challan with NOC etc., The amount will be paid directly to your bank account upon receipt of necessary approvals.

Timeframe for availing the benefits

- All relocation benefits must be availed within 6 months of your joining the organization, else, the offer will lapse. In case, you have a need to avail these at a later date, please raise this with your Recruitment Spoc and obtain prior approval.
- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location and the maximum eligible amount is indicated in the annexure.

Repayment

- If you resign voluntarily / termination on account of gross misconduct
  - Within 18 months of commencement of employment, gross amount paid towards shipment of household goods and vehicle has to be repaid back.
  - Within 24 months of commencement of employment, unrecovered HSD (House Security Deposit) advance has to be repaid back.
- Alternatively, the same will be recovered from your full & final settlement.

“This is a computer generated letter and hence no signature is required”

Annexure

Relocation Entitlements & Acceptance to Terms

Name	pooja rani
Designation	Operations Associate, GSC'S
GCB	07
Location of Joining	Bangalore
Relocation Assistance	**Entitlements**
Transport Entitlement	Economy Air Fare/ AC Train Fare for self, spouse and 2 dependent children
Daily Allowance	INR INR 3000/- per person per dayfor Self, Spouse + upto 2 dependent childrer
Shipping of Household Goods & Vehicle	Upto INR 40,000
Housing Security Deposit (HSD)	INR 150,000 (Max.)
Realtor Fees	Upto INR 5,000 (Max)

I have read, understood and accept the terms of the Intra-India relocation program as described in this memo.

"This is a computer generated letter and hence no signature is required"

Restricted

Attachments

- HR 2.01 F4 - Pre- Employment Medical Questionnaire.pdf

- HR 2.01 F5 - Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- INTERNET BROWSER REQUEST - TERMS AND CONDITIONS.pdf
- HR 2.01 F10 - Data Consent Form.pdf

2 July 2021

Akansha Agrahari
14/193 Vikas nagar
Lucknow

Dear Akansha

Further to your recent interview and conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with HSBC Electronic Data Processing India Private Limited, with a commencement date of **7 July 2021**. Please report to the undersigned on **7 July 2021** at 09:00 AM at **"HSBC-EDPI, ""Futura - 2"", 148/1, Bannerghatta Road, Bilekahalli Village, Bangalore - 560 076 "** .

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

JOB TITLE: Analyst-MMO-RVQ-R,GSC's

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

PAY

Your commencing remuneration – Total Cost will be INR **950000** per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR **300000** per annum and under Personal Accident Insurance for a sum of INR **3118535**. You will also be covered under Life Insurance for a sum of INR **3118535** per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized

by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

DEDUCTIONS FROM PAY

When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

HOURS OF WORK

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

SHIFT WORKING

The company may at any time on issuance of one month's prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours. In these circumstances, you will be entitled to an overtime pay for every half an hour worked over and above 45 hours a week.

ANNUAL LEAVE

The company's holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 years' service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorized absence due to sickness, subject to any service criteria that may exist from time to time.

PLACE OF WORK AND MOBILITY

Your location will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

RULES AND REGULATIONS

HSBC Electronic Data Processing India Private Limited, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSBC. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSBC immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

In the event that your duties require successful completion/certification of mandatory training such as Anti- Money laundering/ Sanctions modules etc. as prescribed by HSBC, you will need to ensure that this is successfully completed within the stipulated time period. In the event that you are unsuccessful, the management reserves its rights to either redeploy you to other duties or take suitable steps as deemed appropriate.

If your terms of employment are covered under any treaty of co-operation or MOU with any friendly nation and India, such employment shall cease immediately on withdrawal of such co-operation or MOU or a change in such agreement with India which has a significant impact on the terms of such employment including but not limited to duration, work permits or visa requirements, minimum remuneration requirements. However, should such change be minimal to an extent of change in documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

SECRECY

As a condition of employment, all employees are required to sign and return the company’s Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. A copy is enclosed with this letter, for signature and return.

PERSONAL DATA

Data relating to your job application and as an employee of HDPI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people.

A form of consent to these arrangements is enclosed with this letter for signature and return.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

STAFF DEALING PROCEDURES

Personal dealing in securities by company employees is subject to specific procedures, which may be amended from time to time, that must be strictly observed at all times. A copy of the current guidelines to staff will be made available to you when you commence employment. You are required to read it and familiarize yourself with it as soon as possible.

DATA PROTECTION

Under the company's policies, all employees have a responsibility to ensure that computerized data is accurate and is kept secure. Unauthorized disclosure of personal data is a serious offence and can result in prosecution. Therefore, you must ensure that you:

do not disclose personal data without authority
do not access information or systems directly relevant to each task
do not treat personal data carelessly
lock all printouts away when not in use
do not disclose your computer password to any unauthorized person

Many employee details are maintained on a computerized database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's internal, restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE PERIOD

TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of **3** months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of **3** months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company.

Such change would be intimated by the Company through an internal communication to the employees at large.

ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

"This is a computer generated letter and hence no signature is required"

ANNEXURE

Name: **Akansha Agrahari**

Designation: **Analyst-MMO-RVQ-R,GSC's**

Basic Salary (A):	350,925.00
Flexible Allowance Package: (B)	540,085.00
Total Cash (A+B):	**891010.00**
Companies Contribution of Provident Fund (C):	42,111.00
Gratuity (D):	16,879.00
Total CTC (A+B+C+D):	**950000**

* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

* EPFO guidelines for International Worker applicable

* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

"This is a computer generated letter and hence no signature is required"

New Hire Relocation Letter

1 July 2021

Akansha Agrahari
14/193 Vikas nagar
Lucknow
226022

Further to your offer letter dated **1 July 2021** for the position of **Analyst-MMO-RVQ-R,GSC's** joining at **Bangalore** effective **7 July 2021,** find below the relocation benefits extended for your movement from **Lucknow** to join the organization.

1. **Transportation**

    - You are entitled for reimbursement of your travel expenses incurred to travel for joining the organization for yourself and your family
    - You are also entitled for reimbursement of the cost incurrent for local travel (taxi fare) for reaching the airport / railway station at your current location and hotel / guest house at destination
    - Please make your own travel arrangement by the most direct route
    - To initiate the reimbursement process, submit all original documents viz., if travelling by air - boarding pass & tickets, if travelling by rail - railway ticket and original invoice for taxi fare via fusion tool
    - This amount will be paid directly to your bank account upon receipt of necessary proof by finance team

2. **Temporary Accommodation**

    - You will be provided temporary accommodation for the first 14 calendar days for you and your family upon your relocation
    - Accommodation is provided only from two days prior to the start date. In case you wish to arrive earlier, you are requested to inform your Recruiter at least one week prior to your start date. Else, you will have to make your own arrangements till you are eligible to check in
    - If you intend to make your own accommodation arrangements, a corresponding sum can be claimed (subject to entitlement). To initiate the reimbursement process, submit the original documents viz. Hotel Bill via Fusion tool. The

amount will be paid by Finance post appropriate tax withholding
- Please note the following:
  - Accommodation once booked cannot be cancelled
  - No request for providing accommodation post joining (not requested earlier) will be accepted
  - Accommodation entitlement is not extended to parents / siblings / friends or relatives
- You are requested to comply with the rules and regulations of the Hotel / Guest House and ensure you behave in accordance with the organizational conduct guidelines

3. **Daily Allowance (DA)**

- You are eligible for daily allowance for the first 14 calendar days upon your relocation for self and family to meet the expenses towards food and other incidentals. The maximum eligible amount is indicated in the annexure
- Only cost of accommodation will be borne by the organization, and you have to settle all other expenses directly at the Hotel / Guest House at the time of checkout
- DA can be claimed by submitting the request on Fusion tool with required documents like bills, receipts etc., The amount will be paid through Finance

4. **Housing Security Deposit (HSD)**

- The security deposit you will pay to formalize the rental agreement, can be availed as advance from the organization. The maximum eligible amount is indicated in the annexure.
- To initiate payout, submit the rental agreement to your Recruitment Spoc. The same will be paid through payroll and will be recovered from your salary in 24 equal monthly installments
- Since the amount is extended as advance, it would attract perquisite tax at your hands

5. **Realtor Fees**

- You are entitled for realtor fees and the maximum eligible amount is indicated in the annexure.
- To initiate the payout, please submit the original invoice to your Recruitment Spoc
- The amount will be paid through payroll post appropriate tax withholding

6. **Shipment of Household Goods and Vehicle**

- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location. The maximum eligible amount is indicated in the annexure

- You shall ship your house hold goods along with one vehicle in one go. Split shipments are not allowed
- Cost incurred towards payment of tax and registration of your vehicle upon your relocation is over and above the amount specified and will be reimbursed on actuals
- To initiate reimbursement of expenses for shipment of household goods and vehicle, submit a fusion request along with all original documents viz. invoices detailed the list of goods shifted (revenue stamped by the agency) along with C&F challan etc. The amount will be paid directly to your bank account upon receipt of necessary approvals
- To initiate reimbursement of payment of tax and registration of your vehicle, Submit a fusion request along with all original documents, the copies of challan with NOC etc., The amount will be paid directly to your bank account upon receipt of necessary approvals.

Timeframe for availing the benefits

- All relocation benefits must be availed within 6 months of your joining the organization, else, the offer will lapse. In case, you have a need to avail these at a later date, please raise this with your Recruitment Spoc and obtain prior approval.
- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location and the maximum eligible amount is indicated in the annexure.

Repayment

- If you resign voluntarily / termination on account of gross misconduct
  - Within 18 months of commencement of employment, gross amount paid towards shipment of household goods and vehicle has to be repaid back.
  - Within 24 months of commencement of employment, unrecovered HSD (House Security Deposit) advance has to be repaid back.
- Alternatively, the same will be recovered from your full & final settlement.

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Annexure

Relocation Entitlements & Acceptance to Terms

Name	Akansha Agrahari
Designation	Analyst-MMO-RVQ-R,GSC's

GCB	07
Location of Joining	Bangalore
Relocation Assistance	**Entitlements**
Transport Entitlement	Economy Air Fare/ AC Train Fare for self, spouse and 2 dependent children
Daily Allowance	INR 3000for Self, Spouse + upto 2 dependent children
Shipping of Household Goods & Vehicle	Upto INR 40,000
Housing Security Deposit (HSD)	INR 150,000 (Max.)
Realtor Fees	Upto INR 5,000 (Max)

I have read, understood and accept the terms of the Intra-India relocation program as described in this memo.

"This is a computer generated letter and hence no signature is required"

Restricted

Attachments

- HR 2.01 F4 - Pre- Employment Medical Questionnaire.pdf
- HR 2.01 F5 - Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- INTERNET BROWSER REQUEST - TERMS AND CONDITIONS.pdf
- HR 2.01 F10 - Data Consent Form.pdf

1 July 2021

P NAVEEN REDDY
Mandakki Bhatti near MRF Showroom
Shahapur

Dear P NAVEEN

Further to your recent interview and conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with HSBC Electronic Data Processing India Private Limited, with a commencement date of 7 **July 2021**. Please report to the undersigned on **7 July 2021** at 09:00 AM at **"HSBC-EDPI, ""Futura - 2"", 148/1, Bannerghatta Road, Bilekahalli Village, Bangalore - 560 076 "** .

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

JOB TITLE: Operations Associate, GSC'S

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

PAY

Your commencing remuneration – Total Cost will be INR **950000** per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR **300,000** per annum and under Personal Accident Insurance for a sum of INR **3118535**. You will also be covered under Life Insurance for a sum of INR **3118535** per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

DEDUCTIONS FROM PAY

When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

HOURS OF WORK

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

SHIFT WORKING

The company may at any time on issuance of one month’s prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours. In these circumstances, you will be entitled to an overtime pay for every half an hour worked over and above 45 hours a week.

ANNUAL LEAVE

The company’s holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 years' service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorized absence due to sickness, subject to any service criteria that may exist from time to time.

PLACE OF WORK AND MOBILITY

Your location will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

RULES AND REGULATIONS

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During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSBC. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSBC immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

In the event that your duties require successful completion/certification of mandatory training such as Anti- Money laundering/ Sanctions modules etc. as prescribed by HSBC, you will need to ensure that this is successfully completed within the stipulated time period. In the event that you are unsuccessful, the management reserves its rights to either redeploy you to other duties or take suitable steps as deemed appropriate.

If your terms of employment are covered under any treaty of co-operation or MOU with any friendly nation and India, such employment shall cease immediately on withdrawal of such co-operation or MOU or a change in such agreement with India which has a significant impact on the terms of such employment including but not limited to duration, work permits or visa requirements, minimum remuneration requirements. However, should such change be minimal to an extent of change in documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. A copy is enclosed with this letter, for signature and return.

PERSONAL DATA

Data relating to your job application and as an employee of HDPI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people.

A form of consent to these arrangements is enclosed with this letter for signature and return.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

STAFF DEALING PROCEDURES

Personal dealing in securities by company employees is subject to specific procedures, which may be amended from time to time, that must be strictly observed at all times. A copy of the current guidelines to staff will be made available to you when you commence employment. You are required to read it and familiarize yourself with it as soon as possible.

DATA PROTECTION

Under the company's policies, all employees have a responsibility to ensure that computerized data is accurate and is kept secure. Unauthorized disclosure of personal data is a serious offence and can result in prosecution. Therefore, you must ensure that you:

do not disclose personal data without authority
do not access information or systems directly relevant to each task
do not treat personal data carelessly
lock all printouts away when not in use
do not disclose your computer password to any unauthorized person

Many employee details are maintained on a computerized database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's internal, restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE PERIOD

TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of **3** months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of **3** months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company.

Such change would be intimated by the Company through an internal communication to the employees at large.

ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that

acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

"This is a computer generated letter and hence no signature is required"

ANNEXURE

Name: **P NAVEEN REDDY**

Designation: **Operations Associate, GSC'S**

Basic Salary (A):	350,925.00
Flexible Allowance Package: (B)	540,085.00
Total Cash (A+B):	**891010.00**
Companies Contribution of Provident Fund (C):	42,111.00
Gratuity (D):	16,879.00
Total CTC (A+B+C+D):	**950000**

* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

* EPFO guidelines for International Worker applicable

* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

"This is a computer generated letter and hence no signature is required"

HSBC

New Hire Relocation Letter

30 June 2021

P NAVEEN REDDY
Mandakki Bhatti near MRF Showroom

585223

Further to your offer letter dated **30 June 2021** for the position of **Operations Associate, GSC'S** joining at **Bangalore** effective **7 July 2021,** find below the relocation benefits extended for your movement from **Shahapur** to join the organization.

1. **Transportation**

    - You are entitled for reimbursement of your travel expenses incurred to travel for joining the organization for yourself and your family
    - You are also entitled for reimbursement of the cost incurrent for local travel (taxi fare) for reaching the airport / railway station at your current location and hotel / guest house at destination
    - Please make your own travel arrangement by the most direct route
    - To initiate the reimbursement process, submit all original documents viz., if travelling by air - boarding pass & tickets, if travelling by rail - railway ticket and original invoice for taxi fare via fusion tool
    - This amount will be paid directly to your bank account upon receipt of necessary proof by finance team

2. **Temporary Accommodation**

    - You will be provided temporary accommodation for the first 14 calendar days for you and your family upon your relocation
    - Accommodation is provided only from two days prior to the start date. In case you wish to arrive earlier, you are requested to inform your Recruiter at least one week prior to your start date. Else, you will have to make your own arrangements till you are eligible to check in
    - If you intend to make your own accommodation arrangements, a corresponding sum can be claimed (subject to entitlement). To initiate the reimbursement process, submit the original documents viz. Hotel Bill via Fusion tool. The amount will be paid by Finance post appropriate tax withholding
    - Please note the following:
        - Accommodation once booked cannot be cancelled
        - No request for providing accommodation post joining (not requested earlier) will be accepted
        - Accommodation entitlement is not extended to parents / siblings / friends or relatives
    - You are requested to comply with the rules and regulations of the Hotel / Guest House and ensure you behave in accordance with the organizational conduct guidelines

3. **Daily Allowance (DA)**

    - You are eligible for daily allowance for the first 14 calendar days upon your relocation for self and family to meet the expenses towards food and other incidentals. The maximum eligible amount is indicated in the annexure
    - Only cost of accommodation will be borne by the organization, and you have to settle all other expenses directly at the Hotel / Guest House at the time of checkout
    - DA can be claimed by submitting the request on Fusion tool with required documents like bills, receipts etc., The amount will be paid through Finance

4. **Housing Security Deposit (HSD)**

    - The security deposit you will pay to formalize the rental agreement, can be availed as advance from the organization. The maximum eligible amount is indicated in the annexure.
    - To initiate payout, submit the rental agreement to your Recruitment Spoc. The same will be paid through payroll and will be recovered from your salary in 24 equal monthly installments
    - Since the amount is extended as advance, it would attract perquisite tax at your hands

5. **Realtor Fees**

    - You are entitled for realtor fees and the maximum eligible amount is indicated in the annexure.

- To initiate the payout, please submit the original invoice to your Recruitment Spoc
- The amount will be paid through payroll post appropriate tax withholding

6. **Shipment of Household Goods and Vehicle**

- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location. The maximum eligible amount is indicated in the annexure
- You shall ship your house hold goods along with one vehicle in one go. Split shipments are not allowed
- Cost incurred towards payment of tax and registration of your vehicle upon your relocation is over and above the amount specified and will be reimbursed on actuals
- To initiate reimbursement of expenses for shipment of household goods and vehicle, submit a fusion request along with all original documents viz. invoices detailed the list of goods shifted (revenue stamped by the agency) along with C&F challan etc. The amount will be paid directly to your bank account upon receipt of necessary approvals
- To initiate reimbursement of payment of tax and registration of your vehicle, Submit a fusion request along with all original documents, the copies of challan with NOC etc., The amount will be paid directly to your bank account upon receipt of necessary approvals.

Timeframe for availing the benefits

- All relocation benefits must be availed within 6 months of your joining the organization, else, the offer will lapse. In case, you have a need to avail these at a later date, please raise this with your Recruitment Spoc and obtain prior approval.
- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location and the maximum eligible amount is indicated in the annexure.

Repayment

- If you resign voluntarily / termination on account of gross misconduct
  - Within 18 months of commencement of employment, gross amount paid towards shipment of household goods and vehicle has to be repaid back.
  - Within 24 months of commencement of employment, unrecovered HSD (House Security Deposit) advance has to be repaid back.
- Alternatively, the same will be recovered from your full & final settlement.

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Annexure

Relocation Entitlements & Acceptance to Terms

Name	P NAVEEN REDDY
Designation	Operations Associate, GSC'S
GCB	07
Location of Joining	Bangalore
Relocation Assistance	**Entitlements**
Transport Entitlement	Economy Air Fare/ AC Train Fare for self, spouse and 2 dependent children
Daily Allowance	INR INR 3000/- per person per dayfor Self, Spouse + upto 2 dependent children
Shipping of Household Goods & Vehicle	Upto INR 40,000
Housing Security Deposit (HSD)	INR 150,000 (Max.)
Realtor Fees	Upto INR 5,000 (Max)

I have read, understood and accept the terms of the Intra-India relocation program as described in this memo.

"This is a computer generated letter and hence no signature is required"

Restricted

Attachments

- HR 2.01 F4 - Pre- Employment Medical Questionnaire.pdf
- HR 2.01 F5 - Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- INTERNET BROWSER REQUEST - TERMS AND CONDITIONS.pdf
- HR 2.01 F10 - Data Consent Form.pdf

1 July 2021

Nishok Kumar E
60/20 Kamarajar Nagar 5th street Avarampalayam
Coimbatore

Dear Nishok

Further to your recent interview and conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with HSBC Electronic Data Processing India Private Limited, with a commencement date of **7 July 2021**. Please report to the undersigned on **7 July 2021** at 09:00 AM at **"HSBC-EDPI, ""Futura - 2"", 148/1, Bannerghatta Road, Bilekahalli Village, Bangalore - 560 076 "** .

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

JOB TITLE: Analyst - Regulatory Reporting and Trade Conduct, GSC's

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

PAY

Your commencing remuneration – Total Cost will be INR **950000** per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR **300,000** per annum and under Personal Accident Insurance for a sum of INR **3118535**. You will also be covered under Life Insurance for a sum of INR **3118535** per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

DEDUCTIONS FROM PAY

When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

HOURS OF WORK

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

SHIFT WORKING

The company may at any time on issuance of one month's prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours. In these circumstances, you will be entitled to an overtime pay for every half an hour worked over and above 45 hours a week.

ANNUAL LEAVE

The company's holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 years' service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorized absence due to sickness, subject to any service criteria that may exist from time to time.

PLACE OF WORK AND MOBILITY

Your location will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

RULES AND REGULATIONS

HSBC Electronic Data Processing India Private Limited, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSBC. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSBC immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such

information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

In the event that your duties require successful completion/certification of mandatory training such as Anti- Money laundering/ Sanctions modules etc. as prescribed by HSBC, you will need to ensure that this is successfully completed within the stipulated time period. In the event that you are unsuccessful, the management reserves its rights to either redeploy you to other duties or take suitable steps as deemed appropriate.

If your terms of employment are covered under any treaty of co-operation or MOU with any friendly nation and India, such employment shall cease immediately on withdrawal of such co-operation or MOU or a change in such agreement with India which has a significant impact on the terms of such employment including but not limited to duration, work permits or visa requirements, minimum remuneration requirements. However, should such change be minimal to an extent of change in documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. A copy is enclosed with this letter, for signature and return.

PERSONAL DATA

Data relating to your job application and as an employee of HDPI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people.

A form of consent to these arrangements is enclosed with this letter for signature and return.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

STAFF DEALING PROCEDURES

Personal dealing in securities by company employees is subject to specific procedures, which may be amended from time to time, that must be strictly observed at all times. A copy of the current guidelines to staff will be made available to you when you commence employment. You are required to read it and familiarize yourself with it as soon as possible.

DATA PROTECTION

Under the company's policies, all employees have a responsibility to ensure that computerized data is accurate and is kept secure. Unauthorized disclosure of personal data is a serious offence and can result in prosecution. Therefore, you must ensure that you:

do not disclose personal data without authority
do not access information or systems directly relevant to each task
do not treat personal data carelessly
lock all printouts away when not in use
do not disclose your computer password to any unauthorized person

Many employee details are maintained on a computerized database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's internal, restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE PERIOD

TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of **3** months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of **3** months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company.

Such change would be intimated by the Company through an internal communication to the employees at large.

ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

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ANNEXURE

Name: **Nishok Kumar E**

Designation: **Analyst - Regulatory Reporting and Trade Conduct, GSC's**

Basic Salary (A):	350,925.00
Flexible Allowance Package: (B)	540,085.00
Total Cash (A+B):	**891010.00**
Companies Contribution of Provident Fund (C):	42,111.00
Gratuity (D):	16,879.00
Total CTC (A+B+C+D):	**950000**

* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

* EPFO guidelines for International Worker applicable

* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

"This is a computer generated letter and hence no signature is required"

New Hire Relocation Letter

30 June 2021

Nishok Kumar E
60/20 Kamarajar Nagar 5th street Avarampalayam

641006

Further to your offer letter dated **30 June 2021** for the position of **Analyst - Regulatory Reporting and Trade Conduct, GSC's** joining at **Bangalore** effective **7 July 2021,** find below the relocation benefits extended for your movement from **Coimbatore** to join the organization.

1. **Transportation**

- You are entitled for reimbursement of your travel expenses incurred to travel for joining the organization for yourself and your family
- You are also entitled for reimbursement of the cost incurrent for local travel (taxi fare) for reaching the airport / railway station at your current location and hotel / guest house at destination
- Please make your own travel arrangement by the most direct route
- To initiate the reimbursement process, submit all original documents viz., if travelling by air - boarding pass & tickets, if travelling by rail - railway ticket and original invoice for taxi fare via fusion tool
- This amount will be paid directly to your bank account upon receipt of necessary proof by finance team

2. **Temporary Accommodation**

- You will be provided temporary accommodation for the first 14 calendar days for you and your family upon your relocation
- Accommodation is provided only from two days prior to the start date. In case you wish to arrive earlier, you are requested to inform your Recruiter at least one week prior to your start date. Else, you will have to make your own arrangements till you are eligible to check in
- If you intend to make your own accommodation arrangements, a corresponding sum can be claimed (subject to entitlement). To initiate the reimbursement process, submit the original documents viz. Hotel Bill via Fusion tool. The amount will be paid by Finance post appropriate tax withholding
- Please note the following:
  - Accommodation once booked cannot be cancelled
  - No request for providing accommodation post joining (not requested earlier) will be accepted
  - Accommodation entitlement is not extended to parents / siblings / friends or relatives
- You are requested to comply with the rules and regulations of the Hotel / Guest House and ensure you behave in accordance with the organizational conduct guidelines

3. **Daily Allowance (DA)**

- You are eligible for daily allowance for the first 14 calendar days upon your relocation for self and family to meet the expenses towards food and other incidentals. The maximum eligible amount is indicated in the annexure
- Only cost of accommodation will be borne by the organization, and you have to settle all other expenses directly at the Hotel / Guest House at the time of checkout
- DA can be claimed by submitting the request on Fusion tool with required documents like bills, receipts etc., The amount will be paid through Finance

4. **Housing Security Deposit (HSD)**

- The security deposit you will pay to formalize the rental agreement, can be availed as advance from the organization. The maximum eligible amount is indicated in the annexure.
- To initiate payout, submit the rental agreement to your Recruitment Spoc. The same will be paid through payroll and will be recovered from your salary in 24 equal monthly installments
- Since the amount is extended as advance, it would attract perquisite tax at your hands

5. **Realtor Fees**

- You are entitled for realtor fees and the maximum eligible amount is indicated in the annexure.
- To initiate the payout, please submit the original invoice to your Recruitment Spoc
- The amount will be paid through payroll post appropriate tax withholding

6. **Shipment of Household Goods and Vehicle**

- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location. The maximum eligible amount is indicated in the annexure
- You shall ship your house hold goods along with one vehicle in one go. Split shipments are not allowed
- Cost incurred towards payment of tax and registration of your vehicle upon your relocation is over and above the amount specified and will be reimbursed on actuals
- To initiate reimbursement of expenses for shipment of household goods and vehicle, submit a fusion request along with all original documents viz. invoices detailed the list of goods shifted (revenue stamped by the agency) along with C&F challan etc. The amount will be paid directly to your bank account upon receipt of necessary approvals
- To initiate reimbursement of payment of tax and registration of your vehicle, Submit a fusion request along with all original documents, the copies of challan with NOC etc., The amount will be paid directly to your bank account upon receipt of necessary approvals.

Timeframe for availing the benefits

- All relocation benefits must be availed within 6 months of your joining the organization, else, the offer will lapse. In case, you have a need to avail these at a later date, please raise this with your Recruitment Spoc and obtain prior approval.
- You are entitled to reimbursement of expenses incurred towards shipping of your house hold goods and one vehicle (packing and transportation) from your current location and the maximum eligible amount is indicated in the annexure.

Repayment

- If you resign voluntarily / termination on account of gross misconduct
  - Within 18 months of commencement of employment, gross amount paid towards shipment of household goods and vehicle has to be repaid back.
  - Within 24 months of commencement of employment, unrecovered HSD (House Security Deposit) advance has to be repaid back.
- Alternatively, the same will be recovered from your full & final settlement.

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Annexure

Relocation Entitlements & Acceptance to Terms

Name	Nishok Kumar E

Designation	Analyst - Regulatory Reporting and Trade Conduct, GSC's
GCB	07
Location of Joining	Bangalore
Relocation Assistance	**Entitlements**
Transport Entitlement	Economy Air Fare/ AC Train Fare for self, spouse and 2 dependent children
Daily Allowance	INR INR 3000/- per person per dayfor Self, Spouse + upto 2 dependent childrer
Shipping of Household Goods & Vehicle	Upto INR 40,000
Housing Security Deposit (HSD)	INR 150,000 (Max.)
Realtor Fees	Upto INR 5,000 (Max)

I have read, understood and accept the terms of the Intra-India relocation program as described in this memo.

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Restricted

Attachments

- HR 2.01 F4 - Pre- Employment Medical Questionnaire.pdf
- HR 2.01 F5 - Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- INTERNET BROWSER REQUEST - TERMS AND CONDITIONS.pdf
- HR 2.01 F10 - Data Consent Form.pdf

Offer electronically accepted by: Kumar E, Nishok
Offer electronically accepted on: 01-Jul-2021 21:25
Offer electronically accepted from: 103.154.204.240

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer letter - Ashita Sharma - Management Trainee - Sales

1 message

Roopa Mahesh Kumar <roopa.maheshkumar@radiobigfm.com> Fri, May 14, 2021 at 1:38 PM
To: ashitasharma2194@gmail.com
Cc: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>, Ridhi Menon <ridhi.menon@radiobigfm.com>, Charu Vijayvargiya <charu.vijayvargiya@radiobigfm.com>

Dear **Ashita,**

Welcome to BIG FM! We are pleased to offer you the position of **Management Trainee – Sales**.

Your **Fixed Compensation** is **Rs. 8,00,000/-** (*Rupees Eight lakhs only*) per annum. In addition you will be eligible for performance bonus of **Rs. 2,00,000/-** (*Rupees two lakhs only*) applicable after completion of one year. You will be also entitled for following benefits

- Mobile/Internet reimbursement : As per company policy
- Medical insurance for self + Spouse + 2 kids
- Performance linked variable pay : As per company policy
- Gratuity
- Field Travel Allowance (only for Sales) As per company policy

We are sure – you would be excited about your next innings post completion of your professional degree and we too are equally excited about magical beginning of your career with BIG FM! This marks the start of an awesome journey which will begin virtually from your base location.

We look forward for you to join on May 17, 2021. For any questions or if you need additional information, our team will be happy to answer by email or phone-

Ridhi Menon, Sr. HR Business Partner and Lead- Talent Acquisition (ridhi.menon@radiobigfm.com) #9555618082 or

Charu Vijayvargiya, Sr. HR Business Partner and Lead- Organization & Development (charu.vijayvargiya@radiobigfm.com) #9004071081

A detailed copy of the letter of appointment will be shared with you on your day of joining the Company. You are requested to confirm your acceptance to the letter.

Thanks & Regards,

Roopa Mahesh Kumar

Senior HR Business Partner - South & Lead - Employee Relations

Reliance Broadcast Network Limited

Mobile: +91 8088896096

Disclaimer: The information contained in this e-mail message is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you should return it to the sender immediately. Please note that while we scan all e-mails for viruses we cannot guarantee that any e-mails virus-free and accept no liability for any damage caused by any virus transmitted by this email.

Annual Performance Linked Incentive Policy

Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria for Ninja's

- All *aPLI* will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *aPLI* is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *aPLI* for the fiscal
- *aPLI* entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *aPLI* for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation
- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive
- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.
- Sales Associates CAR will be considered for Increments and Promotions; for *aPLI* consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Annual Performance Linked Incentive Policy

***aPLI* entitlement is as per the below Reward Meter**

Consolidated Revenue % Of Annual Target	No of Months Salary		
	Metro	Mini Metro**	Emerging Markets
85-89.99	2	1	0.5
90-94.99	3	2	1
95-99.99	4	3	1.5
100-109.99	6	5	3
110-119.9	8	7	5
120-129.99	10	9	7
130 & above	12	11	9

*** Markets with Annual Revenue Target of 12 cr*

Applicable for Sr. BP, ASM, Cluster Head, Regional Business Director, NSH	
Consolidated Revenue % Of Annual Target	**No of Months Salary**
85-89.99	2
90-94.99	3
95-99.99	4
100-109.99	6
110-119.9	8
120-129.99	10
130 & above	12

Revised Effective April 2018

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Shortlisted Candidate- Himanshu Asawa

Raj Kishore Nayak <rajkishore@ibsindia.org> 3 December 2021 at 10:28
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Mandvi Shringi** <mandvi.shringi@jindalstainless.com>
Date: Sat, 15 May 2021 at 7:46 PM
Subject: Shortlisted Candidate- Himanshu Asawa
To: <rajkishore@ibsindia.org>
Cc: Rajeev Ranjan (HR) <r.ranjan@jindalstainless.com>, Ritima Mehta <ritima.mehta@jindalstainless.com>, Ankit Kumar (JSL Lifestyle) <ankit.k@jindalstainless.com>

Dear Rajkishore,

It was a good interaction the other day with students at IBS
Kindly be informed that we have shortlisted **Himanshu Asawa**

We shall come back with the offer letter in the next week.

Best Regards

Mandvi Shringi

Head- Human Resources

JSL Lifestyle Ltd.

4th Floor Stainless Tower, Plot Number 50, Sector 32,Gurgaon 122001

M: +91 9910991232

Virus-free. www.avg.com

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: IBS Hyderabad

Raj Kishore Nayak <rajkishore@ibsindia.org> 3 December 2021 at 12:25
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Ankit Kumar (JSL Lifestyle)** <ankit.k@jindalstainless.com>
Date: Wed, 5 May, 2021, 11:06 AM
Subject: Re: IBS Hyderabad
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi,

Please find the the details.

1. Selection Methodology: Personal Interview(Virtual), Aptitude + psychometric
2. Designation : Management trainee
3.Job Descriptions:

Assisting in business strategy formulation/ business analysis/ competitor analysis/ MIS & digitization/ consumer insights/ consumer immersion/ market development/channel development efforts in the sales & marketing function. The incumbent shall be cross-trained in business and operations giving a holistic view of business
These roles are being carved out as a clear cut succession planning for critical business driver positions in future.

4. No of Openings And Functional Area: 4-8 Nos.
5. Probation Period: 1 Year
6. Cost to Company and its break-up: 6.5 LPA
7. Joining of students :with immediate effect- By June
8. Location of Posting : DELHI NCR

Regards
Ankit

On Tue, May 4, 2021 at 2:55 PM Raj Kishore Nayak <rajkishore@ibsindia.org> wrote:

Dear Sir,

Good Afternoon. At the very outset we thank you profusely for showing your interest in our institute for Campus Recruitment .In this regard it gives us immense pleasure to inform you that our students are drawn from various parts of the country and represent a very cosmopolitan mix .As a part of the placement process, we request you to send us a confirmation mail of your requirement by giving the following information for necessary notification:

1. Selection Methodology:
2. Designation :
3.Job Descriptions:
4. No of Openings And Functional Area:
5. Probation Period:
6. Cost to Company and its break-up:
7. Joining of students :with immediate effect
8. Location of Posting :

We may put up a notice ,invite applications and take it forward with immediate effect.

We look forward to have a long-lasting mutually fruitful association with your esteemed Organisation.

With best regards

Rajkishore Nayak
Placements & Corporate Relations Department
The ICFAI Foundation for Higher Education
IBS - HYDERABAD,
Mobile:07416687466
==========
IFHE Campus, Survey No. 156/157
Donthanapally Village, Shankerpalli Road
Hyderabad- 501203,Telangana
www.ibshyderabad.org

--
Best Regards
Ankit
8595328996
Human Resources
JSL Lifestyle Ltd.

DISCLAIMER:
The information contained in this electronic communication is intended solely for the individual(s) or entity to which it is addressed. It may contain proprietary, confidential and/or legally privileged information. Any review, retransmission, dissemination, printing, copying or other use of, or taking any action in reliance on the contents of this information by person(s) or entities other than the intended recipient is strictly prohibited and may be unlawful and all liability arising therefrom is disclaimed. If you have received this communication in error, please notify us by responding to this email or telephone and immediately and permanently delete all copies of this message and any attachments from your system(s). The contents of this message do not necessarily represent the views or policies of our company. Though we attempt to sweep e-mails and attachments for viruses, it does not guarantee that either are virus free and the recipient should check this email and any attachments before opening the same. Jindal Stainless and associated business entities does not accept any liability for any damage sustained as a result of viruses.

May 19, 2021
Aamenah Mumtaz Khan

Dear Aamenah,

Subject: Your appointment as "Associate Research Strategist"

We have pleasure in offering you the appointment for the above position in our Organization subject to the following terms and conditions:

1. **Job Title**
   You shall be designated as **'Associate Research Strategist'**

2. **Annual Compensation**
   Your consolidated annual compensation including benefits, allowances, and perquisites payable by the Company on any item of your fixed remunerationan/or perquisite is Rs. 5,00,000 (Rupees Five Lacs Only). Please refer to the Annexure for details.

3. **Date of Joining**
   As agreed between us, you shall join the services of the Company latest by May 24, 2021.

4. **Training**
   You shall be on training for a period of two weeks from the date of commencement of your duties, the period of which may be further extended at the discretion of the Management. During the training period, you will receive a training allowance of INR 5,000 after the successful completion of the training.

5. **Leave Policy**
   In addition to company's annual holidays, you will recieve 15 earned leaves and 6 casual leaves per year. The leaves will be accrued on a monthly basis. It is necessary that leave(s) are scheduled in advance and in a manner that balances both the individual's desires and MavenMagnet's needs. You must schedule leave(s) with prior approval of your Manager. Because it is not a certainty that all your leave requests will be granted, it is strongly recommended that you obtain approval for leave plans prior to making travel bookings. You are urged to use your Earned Leave time in the year it has accrued. However, if you are unable to use all of your accrued Earned Leave during a calendar year, you may elect to carry forward any accrued but unused vacation time into the next calendar year, subject to the maximum accrual level of 30 working days. Hence you can accumulate/ carry forward

your earned leaves up to a maximum of 30 days only. Casual leaves can not be carried forward or enchashed upon termination. Leave in Excess of Entitlements is normally not permitted. However, should there be a need, the employee must apply for the same with full details of the reason and the same will be decided on a case to case basis. The Company may, notwithstanding reason advanced by employee, refuse leave in excess of entitlement in its absolute discretion.

6. **Termination**

   The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice.

7. **Confidentiality**

   a. Remuneration: It is a condition of your service to ensure that the organization's policy of maintaining the strictest confidentiality for the remuneration you receive is observed at all times.
   b. Information: You shall observe utmost confidentiality and secrecy of any and all information received by you or entrusted to you in the course of your employment and you shall at all times, whether during or after the termination of your employment , act with utmost fidelity and not disclose or divulge such information to a third party or make use of such information for your own benefit.

      Upon termination of your employment, you will immediately surrender to the Company, all files, books, magazines, reports, documents, manuals, audio and video tapes, discs or any other knowledge databases entrusted to you in the course of your employment.

      You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise – any copy righted material which is the property of the Company – for your own benefit or for the benefit of any third party – either during the course of your employment or after your seperation.

8. For as long as you shall remain employed by the Company and for a period of twelve (12) months after termination of employment with the Company for any reason (to be known as the "Non-Compete Period"), you shall not directly or indirectly solicit business from customers or clients of the Company and not engage in (as an employee, principal, shareholder, partner, consultant or any other capacity) any enterprise conducting business activities that are the same or similar to those of the Company. Finally, during the Non-Compete Period, you shall not directly or indirectly solicit any

employee of the Company for employment elsewhere (i.e., employment with any person or entity other than Employer). Your bar from soliciting business from "customers or clients" of the Company applies to all individuals or entities who were or are "customers or clients" of the Company at any time during the Noncompete Period.

a. The brief description of the Company's business activities contained in the recitals to this agreement shall not be considered an exclusive and exhaust list of the business activities of the Company.

b. The term "Non-Compete Geographic Area", for purposes of this agreement, shall be defined as competing online companies within India and USA.

9. General

a. You will not engage yourself directly or indirectly, full- time or part-time, elsewhere in any job, profession or business of any nature during the tenure of your employment with the Company.

b. The Rules and Regulations as framed by the organization from time to time shall become conditional upon you by which you will abide.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this letter and returning the same to us for Company records.

Thanking you,
Yours sincerely,

For MavenMagnet Research Private Limited

Ritu Ghuwalewala
Founder & COO

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Aamenah Mumtaz Khan

Designation: Associate Research Strategist **Location: Mumbai, India**

Particulars	Annual Value (INR)
Basic Salary	222,000
House Rent Allowance	111,000
Medical Allowance / Reimbursement	15,000
Conveyance Allowance	19,200
Telephone Allowance/Reimbursement	24,000
Special Allowance	28,800
Fixed Annual Bonus 1*	40,000
Fixed Annual Bonus 2**	40,000
Total Cost to Company* **	**500,000**

***** Fixed annual bonus will be payable at the end of 12 months from the date of commencement of service in the organization. In order to be eligible for Annual Bonus, you need to complete 12 months of service in the organization.

** Second installment of fixed annual bonus will be payable at the end of 18 months from the date of commencement of service in the organization. In order to be eligible for Annual Bonus, you need to complete 18 months of service in the organization.

***The annual salary cost indicates the amount that will be paid after confirmation.

(STRICTLY PRIVATE & CONFIDENTIAL)

Date: 19th May 2021

SUBJECT: OFFER OF EMPLOYMENT

Jatin Sapra
India

Dear Mr. Sapra,

Further to your successful interview, we are pleased to offer you the position of **Management Trainee** with **Berns Brett Masaood Insurance LLC.**
Your salary details as follows:

Basic Salary	AED	2000	per month
HRA	AED	4000	Company provided accommodation
Other Allowance	AED	500	Per month
Total	AED	6500	per month

Your date of joining shall be agreed mutually upon obtaining the necessary labour and residence permits from the concerned government authorities.

Your Job Description and Employment Contract are enclosed herewith for your reference.

Your offer for employment is subject to:

a) Company's ability to obtain necessary labour and residence permit from the concerned government authorities and you shall be available for employment immediately upon obtaining such approvals.
b) Submission of educational and professional qualifications duly attested by the competent authorities.
c) The approval of work permits application also to be completed before the employment start date.
d) Satisfactory declarations on criminal records, bankruptcy, indebtedness, Etihad Credit Bureau Report, Police Clearance Certificate and any other active business undertakings.
e) The employment is for an unlimited period, from your date of commencement of work after obtaining the required work and residence permits.

Lavanya Mamidanna
Executive Director

بيرنز بريت مسعود انشورنس ذ.م.م
ص.ب: ١١١٥٦٦
ابوظبي - أ.ع.م
P.O.Box: 111566
Abu Dhabi, U.A.E.
BERNS BRETT MASAOOD INSURANCE L.L.C.

Acceptance signature.....
Jatin Sapra
Date: 20th May 2021

Employment Contract

This Employment Agreement ("Agreement") is made

By and between

The Berns Brett Masaood, a Private Ltd., Company addressed at 7th floor, Nissan Old Building, Naida Street, Abu Dhabi, United Arab Emirates;

And

Jatin Sapra , Indian National ("Employee");

Berns Brett Masaood and Employee each respectively a "Party", and collectively the "Parties".

WHEREAS Berns Brett Masaood wishes to hire **Jatin Sapra** and wishes to render personal services to Berns Brett Masaood, NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1) Duties

The Employee shall serve the Company in the capacity of **Management Trainee**

You are expected to work for the number of hours reasonably required to complete the tasks assigned by the company and/or to suit the local business practices.

Daily Office Timings are 8 AM to 5 PM (Sunday to Thursday) with one-hour lunch break between 1.00 pm to 2.00 pm. and Saturdays as and when required.

2) Posting

Your posting location will be confirmed at the time of Joining; however the posting can be at the branch offices / client offices based on the Job requirement.

3) Dress Code

It is mandatory to be in business formals from Sunday to Thursday during office hours and during all official meetings/trainings and Client visits.

4) Attendance

You are expected to report to the office on or before 8 AM every day and discuss your daily activities with your superior.

5) Probation Period

A probation period of six months is applicable from the date of joining. On completion of the probation period, "The Company" will confirm appointment subject to satisfactory performance. During the probation period not eligible for sick leave and /or any paid leave including maternity (For female candidates).

6)Annual Leave

For every year of service, you are entitled to an annual leave of not less than the following:

- Two days leave for every month if their service is more than six months and less than a year.
- 22 working days annually if their service exceeds one year.
- During probation period you are not eligible for any leave.
- At the end of the service you are entitled to an annual leave for the fraction of the last year you had spent in service.
- During annual leave you shall be paid your basic wage plus the housing allowance, if applicable.

7) Medical Insurance

Medical Insurance cover shall be in accordance with company policy for self.

8)Air Ticket

Travel ticket allowance to home country (nearest international airport) as per the passport address for self, once in a year as per company policy after completing one year.

9)Sick Leave

Upon completion of probation period, you are entitled to a sick leave of not more than 90 days per year subject to

- The first 15 days with full pay, followed by thirty days with half pay and 45 days period without pay.

10)Suspension

The Company has the right to suspend all or any of your duties for such period and on such terms as it considers appropriate. The Company can exercise this right at any time (including during a period of notice terminating your employment) and whether or not it is in connection with a disciplinary investigation. The Company will not pay the suspended employee if proven guilty.

11)Disciplinary Procedure

You are subject to the Company's disciplinary rules and disciplinary procedure. These do not form part of your terms and conditions of employment and the Company is entitled to change such procedures in which case such change will be notified to you in writing. Alternatively, the Company may decide to adopt a procedure, which it considers to be more appropriate to the circumstances of a particular case than any of the written procedure referred herein.

12)Confidentiality

You shall not, either during or after your employment divulge or utilize any confidential information belonging to this organization (or belonging or relating to any or company and/customers) which may have come to your knowledge during your employment with this organization. You shall both during and after your employment take all reasonable precautions to keep all such information confidential.

You undertake not to make any statement to the press or media about the company or its company's and the company's or its companies' business without having prior written authorization from the company and / or companies.

13)Employee's Obligation

During the hours of work, the employee will be expected to devote the whole time and attention to the work the employee has been employed to perform and will not be in any way actively engaged or concerned with any other business.

The employee is expected to carry out any legitimate and work-related instructions from his/her superior, as long as these are reasonable and lawful.

The employee shall keep themselves updated with all internal guidelines and policies which are published by the employer from time to time and acknowledges that they may constitute binding obligations for the employee.

The employee must not accept gifts given by any person having business relations directly or indirectly with the employer. Please refer to the Staff Handbook for full details.

The employee undertakes to comply with all laws, regulations and moral principles prevailing in the United Arab Emirates during and outside his duties, so that the reputation and interests of the employer will not be adversely affected in any way.

Whilst this contract is in force you may not take any outside employment or engage in any business without prior written agreement of your employer nor may your additional employment render your total working time in breach of the working time regulations.

14)Compliance with the Laws, Company policies and instructions

You shall undertake to comply with the company's policies and instructions relating to, Ethical Standards, Information Security Standards and all other policies and instructions applicable from time to time. The company reserves the right to amend its policies and instructions impacting the

are deemed as integral part of this Offer Letter. You also undertake to comply with all laws and regulations, which relate to or impact his employment with the company.

15)Non-Competition

The Employee shall not during the term of this contract, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, agent, representative, sponsor or otherwise carry on or be engaged, concerned or interested in carrying on any business or employment which may compete with the business of the Company or any of its affiliates or subsidiaries. By signing this letter of employment, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
At no time during the term of this Agreement, and for a period of one (1) year thereafter ("Non-Compete Period"), shall the Employee directly or indirectly provide consultation or other services to, any clients of the Berns Brett Masaood except his own clients during the Non-Compete Period without the express prior written consent of Berns Brett Masaood.

16)Notice Period for End of service

The employment may be terminated by either party by giving one day's notice during the probation period and one-month (30 calendar days) notice after confirmation of the employment. If the termination by the Company is on the grounds of serious misconduct the termination will be with immediate effect.

If the employee is terminated during the probation period, the employer is not liable to pay end of service benefits. After completion of the probation period, the first 6 months will be counted as valid employment and is taken into account in calculation end of service benefits.

17) End of Service Benefits

Upon completion of one-year service, gratuity shall be calculated as follows:
- On Termination:
- For Services beyond 1 year and upto 5 years – 21 days of Basic Salary for each completed year or part thereof
- Beyond 5 years – 30 days of Basic Salary for each completed year or part thereof
- Always provided that the total gratuity does not exceed the wage of two years.
- On Resignation:
- For Services beyond 1 year and upto 3 years – 7 days of Basic Salary for each completed year or part thereof
- For Services beyond 3 years and upto 5 years – 14 days of Basic Salary for each completed year or part thereof
- Beyond 5 years – 21 days of Basic Salary for each completed year upto 5 years and 30 days of Basic Salary for each completed year from 6th year onwards or part thereof.

Your employment will be governed by the UAE governmental laws and regulations plus the terms and conditions as laid down in our company policies and procedures.

We look forward to a long and mutually beneficial working relationship.

Yours sincerely,

Lavanya Mamidanna
Executive Director

---

18)Acceptance

I understand and agree with all details contained therein and undertake to abide to them.

Jatin Sapra
Date: 20th May 2021

(STRICTLY PRIVATE & CONFIDENTIAL)

Date: 19th May 2021

SUBJECT: OFFER OF EMPLOYMENT

Kranthi Kiran
India

Dear Mr. Kiran,

Further to your successful interview, we are pleased to offer you the position of **Management Trainee** with **Berns Brett Masaood Insurance LLC.**
Your salary details as follows:

Basic Salary	AED	2000	per month
HRA	AED	4000	Company provided accommodation
Other Allowance	AED	500	Per month
Total	AED	6500	per month

Your date of joining shall be agreed mutually upon obtaining the necessary labour and residence permits from the concerned government authorities.

Your Job Description and Employment Contract are enclosed herewith for your reference.

Your offer for employment is subject to:

a) Company's ability to obtain necessary labour and residence permit from the concerned government authorities and you shall be available for employment immediately upon obtaining such approvals.
b) Submission of educational and professional qualifications duly attested by the competent authorities.
c) The approval of work permits application also to be completed before the employment start date.
d) Satisfactory declarations on criminal records, bankruptcy, indebtedness, Etihad Credit Bureau Report, Police Clearance Certificate and any other active business undertakings.
e) The employment is for an unlimited period, from your date of commencement of work after obtaining the required work and residence permits.

Lavanya Mamidanna
Executive Director

بيرنز بريت مسعود انشورنس ذ.م.م
ص.ب: ١١١٥٦٦
أبوظبي - إ.ع.م
P.O.Box: 111566
Abu Dhabi, U.A.E.
BERNS BRETT MASAOOD INSURANCE L.L.C.

Acceptance signature.....
Kranthi Kiran
Date: 20-05-2021

Employment Contract

This Employment Agreement ("Agreement") is made

By and between

The Berns Brett Masaood, a Private Ltd., Company addressed at 7th floor, Nissan Old Building, Naida Street, Abu Dhabi, United Arab Emirates;

And

Kranthi Kiran, Indian National ("Employee");

Berns Brett Masaood and Employee each respectively a "Party", and collectively the "Parties".

WHEREAS Berns Brett Masaood wishes to hire **Kranthi Kiran** and wishes to render personal services to Berns Brett Masaood, NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1) Duties

The Employee shall serve the Company in the capacity of **Management Trainee**

You are expected to work for the number of hours reasonably required to complete the tasks assigned by the company and/or to suit the local business practices.

Daily Office Timings are 8 AM to 5 PM (Sunday to Thursday) with one-hour lunch break between 1.00 pm to 2.00 pm. and Saturdays as and when required.

2) Posting

Your posting location will be confirmed at the time of Joining; however the posting can be at the branch offices / client offices based on the Job requirement.

3) Dress Code

It is mandatory to be in business formals from Sunday to Thursday during office hours and during all official meetings/trainings and Client visits.

4) Attendance

You are expected to report to the office on or before 8 AM every day and discuss your daily activities with your superior.

5) Probation Period

A probation period of six months is applicable from the date of joining. On completion of the probation period, "The Company" will confirm appointment subject to satisfactory performance. During the probation period not eligible for sick leave and /or any paid leave including maternity (For female candidates).

6)Annual Leave

For every year of service, you are entitled to an annual leave of not less than the following:

- Two days leave for every month if their service is more than six months and less than a year.
- 22 working days annually if their service exceeds one year.
- During probation period you are not eligible for any leave.
- At the end of the service you are entitled to an annual leave for the fraction of the last year you had spent in service.
- During annual leave you shall be paid your basic wage plus the housing allowance, if applicable.

7) Medical Insurance

Medical Insurance cover shall be in accordance with company policy for self.

8)Air Ticket

Travel ticket allowance to home country (nearest international airport) as per the passport address for self, once in a year as per company policy after completing one year.

9)Sick Leave

Upon completion of probation period, you are entitled to a sick leave of not more than 90 days per year subject to

- The first 15 days with full pay, followed by thirty days with half pay and 45 days period without pay.

10)Suspension

The Company has the right to suspend all or any of your duties for such period and on such terms as it considers appropriate. The Company can exercise this right at any time (including during a period of notice terminating your employment) and whether or not it is in connection with a disciplinary investigation. The Company will not pay the suspended employee if proven guilty.

11)Disciplinary Procedure

You are subject to the Company's disciplinary rules and disciplinary procedure. These do not form part of your terms and conditions of employment and the Company is entitled to change such procedures in which case such change will be notified to you in writing. Alternatively, the Company may decide to adopt a procedure, which it considers to be more appropriate to the circumstances of a particular case than any of the written procedure referred herein.

12)Confidentiality

You shall not, either during or after your employment divulge or utilize any confidential information belonging to this organization (or belonging or relating to any or company and/customers) which may have come to your knowledge during your employment with this organization. You shall both during and after your employment take all reasonable precautions to keep all such information confidential.

You undertake not to make any statement to the press or media about the company or its company's and the company's or its companies' business without having prior written authorization from the company and / or companies.

13)Employee's Obligation

During the hours of work, the employee will be expected to devote the whole time and attention to the work the employee has been employed to perform and will not be in any way actively engaged or concerned with any other business.

The employee is expected to carry out any legitimate and work-related instructions from his/her superior, as long as these are reasonable and lawful.

The employee shall keep themselves updated with all internal guidelines and policies which are published by the employer from time to time and acknowledges that they may constitute binding obligations for the employee.

The employee must not accept gifts given by any person having business relations directly or indirectly with the employer. Please refer to the Staff Handbook for full details.

The employee undertakes to comply with all laws, regulations and moral principles prevailing in the United Arab Emirates during and outside his duties, so that the reputation and interests of the employer will not be adversely affected in any way.

Whilst this contract is in force you may not take any outside employment or engage in any business without prior written agreement of your employer nor may your additional employment render your total working time in breach of the working time regulations.

14)Compliance with the Laws, Company policies and instructions

You shall undertake to comply with the company's policies and instructions relating to, Ethical Standards, Information Security Standards and all other policies and instructions applicable from time to time. The company reserves the right to amend its policies and instructions impacting the

are deemed as integral part of this Offer Letter. You also undertake to comply with all laws and regulations, which relate to or impact his employment with the company.

15)Non-Competition

The Employee shall not during the term of this contract, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, agent, representative, sponsor or otherwise carry on or be engaged, concerned or interested in carrying on any business or employment which may compete with the business of the Company or any of its affiliates or subsidiaries. By signing this letter of employment, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
At no time during the term of this Agreement, and for a period of one (1) year thereafter ("Non-Compete Period"), shall the Employee directly or indirectly provide consultation or other services to, any clients of the Berns Brett Masaood except his own clients during the Non-Compete Period without the express prior written consent of Berns Brett Masaood.

16)Notice Period for End of service

The employment may be terminated by either party by giving one day's notice during the probation period and one-month (30 calendar days) notice after confirmation of the employment. If the termination by the Company is on the grounds of serious misconduct the termination will be with immediate effect.

If the employee is terminated during the probation period, the employer is not liable to pay end of service benefits. After completion of the probation period, the first 6 months will be counted as valid employment and is taken into account in calculation end of service benefits.

17) End of Service Benefits

Upon completion of one-year service, gratuity shall be calculated as follows:
- On Termination:
- For Services beyond 1 year and upto 5 years – 21 days of Basic Salary for each completed year or part thereof
- Beyond 5 years – 30 days of Basic Salary for each completed year or part thereof
- Always provided that the total gratuity does not exceed the wage of two years.
- On Resignation:
- For Services beyond 1 year and upto 3 years – 7 days of Basic Salary for each completed year or part thereof
- For Services beyond 3 years and upto 5 years – 14 days of Basic Salary for each completed year or part thereof
- Beyond 5 years – 21 days of Basic Salary for each completed year upto 5 years and 30 days of Basic Salary for each completed year from 6th year onwards or part thereof.

Your employment will be governed by the UAE governmental laws and regulations plus the terms and conditions as laid down in our company policies and procedures.

We look forward to a long and mutually beneficial working relationship.

Yours sincerely,

Lavanya Mamidanna
Executive Director

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18)Acceptance

I understand and agree with all details contained therein and undertake to abide to them.

Kranthi Kiran
Date: 20-05-2021

Gmail

Rajith IBS <rajith.ibs@gmail.com>

Fwd: Ghost Concept Software Services Pvt Ltd - Offer Letter

Vishnuvardhan reddy <vrvishnureddy761@gmail.com> Wed, May 19, 2021 at 6:04 PM
To: rajith.ibs@gmail.com

---------- Forwarded message ---------
From: **Hr Gkc** <hr@gkcfood.com>
Date: Tue, May 18, 2021 at 2:27 PM
Subject: Ghost Concept Software Services Pvt Ltd - Offer Letter
To: <vrvishnureddy761@gmail.com>

Dear Vishnu,

Congratulations on your **offer** from Ghost Concepts Software Services Pvt Ltd! We are delighted to **offer** you the position of **Product Manager** find the attachment of your offer letter. Revert back with your confirmation and Documents.

Regards

HR Department

---

offer letter Vishnu Product Manager.pdf
258K

Ghost Concepts Software Services Pvt Ltd

Offer Letter

Date: 17/05/2021,
Station: Hyderabad,
Ref/HR-EOL/HYD/5/5-21

To,
Mr. **R.Vishnu Vardhan Reddy,**
Address: Hyderabad.

Dear **Mr. R.Vishnu Vardhan Reddy,**
We are pleased to inform you that, after careful consideration, Ghost Concepts Software Services Pvt Ltd have decided to extend the following full-time employment offer to you as **Product Manager** the following terms and conditions.

1. You will be given CTC of **Rs 5,50,000/- (Five Lakh Fifty Thousand Rupees only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms.

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ghost Concepts Software Services Pvt Ltd.,** family and look forward to a fruitful collaboration

With best wishes,
Ghost Concepts Software Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

HR TAD/B/PR-39595/OFP-275/2021-22 23 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Divyanshu Chandra ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Divyanshu Chandra
2nd Floor
Above Chandra Electricals, Raj Marg
Near Allahabad, Orai
Jalaun, Uttar Pradesh-285001

Offer of appointment to Mr. Divyanshu Chandra as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Chandigarh** situated at Sco 139-140, Sector 8 C, Madhya Marg, Chandigarh-160 009. You will have to join Branch/Office: Chandigarh on 17/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a four day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 09/08/2021 to 12/08/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 4 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical

aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as

Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred

by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Divyanshu Chandra , accept and confirm the above terms and conditions.
Place:
Date: 23 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39907/OFP-416/2021-22 18 November 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Goli Chandra Sree ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Ms. Goli Chandra Sree
Mayfair Villas, Villa#139
Tellapur
Osman Nagar Road
Hyderabad, Telangana-500019

Offer of appointment to Ms. Goli Chandra Sree as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Bhimavaram** situated at First Floor,Viyaan Plaza, D No: 1-1-11, Vamsi Krishna Nagar, Opp. Sita Towers, Jp Road, Bhimavaram, West Godavari Disrict, Andhra Pradesh-534202. You will have to join Branch/Office: Bhimavaram on 14/12/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a four day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 06/12/2021 to 09/12/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 4 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	12912.72
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	70316.72

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

You will be enrolled as a member of the Group Term Assurance Plan from the date of next annual renewal of the Policy by the Bank. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred

by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Goli Chandra Sree , accept and confirm the above terms and conditions.
Place:
Date:

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	12912.72
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	8000.00
Total	83091.72

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39554/OFP-212/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Visakh V ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Visakh V
Vysakham
Thevakkal
VK Colony PO
Ernakulam, Kerala-682021

Offer of appointment to Mr. Visakh V as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Kasaragode** situated at Emeralad Towers, M G Road, Kasargode, Kerala-671 121. You will have to join Branch/Office: Kasaragode on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical

aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as

Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred

by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Visakh V , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39520/OFP-195/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Sarbani Show ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Ms. Sarbani Show
7/1 A G.T. Road
Kamala Complex
Burdwan
Purba Burdwan, West Bengal-713101

Offer of appointment to Ms. Sarbani Show as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Ranchi** / **Lalpur** situated at Ground Floor, Jeet Plaza, Hb Road, Opp Hotel Arya, Lalpur,Ranchi, Jharkahand-834001. You will have to join Branch/Office: Ranchi / Lalpur on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Sarbani Show , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

BRANDSCAPESWORLDWIDE

Sajeed Khan
D.no. 26-35-6/1, Chaitanya Nagar,
Old Gajuwaka, Visakhapatnam. Pin- 530026.

May 28, 2021

Dear Sajeed,

Further to our recent discussions, it is with pleasure that we extend this offer of employment with Brandscapes Consultancy Private Limited (the "Company") as Senior Executive Insights.

This letter agreement sets forth the terms and conditions of your employment with the Company going forward. We anticipate that you would begin work latest by June 01, 2021.

1. **Location**

You will be based in Mumbai and log into the Company servers/systems for work coordination with required teams in other locations. If business exigencies so require, the Company has the right to relocate you elsewhere within India or outside.

2. **Remuneration**

Your annual gross remuneration will be Rs.5,20,183/- (Rupees Five Lakh Twenty Thousand and One Hundred & Eighty-Three Only). Do note, this is excluding the discretionary variable performance linked incentive component which may vary and actually be higher or lower than the amount indicated, depending on Company's and your own performance evaluation from year to year.

Due remuneration, as broken up under separate heads in line with company policy, will be payable monthly, net of applicable statutory taxes and/or other deductions.

3. **Duties**

Your duties will consist of all usual and customary duties consistent with the position title as shown in the introductory paragraph of this document. The Company can, at its discretion and business requirement, alter duties and responsibilities as considered necessary.

4. **Probation & Confirmation**

As per Company policy your confirmation would be based on performance evaluation during the probation period which will be of minimum twelve months and may extend till confirmed in writing.

Company has an internal performance review process for employees. The first review necessitates employment confirmation. Remuneration revision decisions are based on performance evaluation during the review period (April 1st to March 31st) and become effective July 1st onwards.

5. **Leave**

You will be entitled to annual/sick/casual leave (currently 23 working days in a twelve-month period from April to March) as also to carry forward unutilized leave entitlement as per Company policy. Any accumulated leave in excess of the maximum permissible limit (one year's leave entitlement) will automatically lapse at the end of each financial year. The Company has no provision for leave encashment either during the employment tenure or at the end of it.

In determining timing and duration of leave, it is expected of the employee to consider Company's business requirements.

Public holidays, as announced are over and above the annual paid leave entitlement. This may differ for different work locations, if so applicable.

6. **Retirement Age**

The normal retirement age for employees is 60 years.

7. **Notice Period**

During probation period, either party can terminate the engagement by serving a notice period of one month. Post confirmation of services, either party may terminate the contract by giving two months' notice in writing or salary in lieu thereof.

Serving the entire notice period is binding unless explicitly advised otherwise by the management. The Company reserves the right to pay pro-rata applicable disbursable compensation, in lieu of the notice period, if it so decides.

Adjustment of leave balance in the notice period will be at the sole discretion of the management.

Notwithstanding the above, Company may terminate the employment without any notice, indemnities and/or compensation in the event of an employee's misconduct, fraud or unethical behavior.

8. **Confidentiality and Non-Interference Agreement**

You will be required to accept/sign the Confidentiality and Non-interference Agreement along with your acceptance of this letter agreement.

9. **Prior Agreements**

You have represented to us that you are not bound by any written or oral agreements, promises, requirements or understandings with any present or previous employer that would or might (to the extent pertinent to your duties for the Company) prevent, impede or constrain you from entering into this letter agreement, working for the
Company in a sales, client development or service capacity, or soliciting any persons or entities to become clients of the Company. We have relied upon those representations in determining to extend this employment to you. Without limiting the consequences of that reliance, we wish to specify that this offer of employment, and your rights as an employee of the Company going forward, are and will be contingent upon your continuing to being free from the foregoing agreements, promises, requirements and understandings.

10. **Other Business Interests/Engagement**

You shall work to the best of your ability and devote your full time to the Company's business as required/directed. So long as you are employed by the Company you shall not have interests - pecuniary, honorary or otherwise, or be engaged at any time either directly or indirectly in any other business or enterprise unless it has been formally communicated and agreed to by the Company.

11. **Media Interaction**

You will not give out to any one, by word of mouth or otherwise, particulars of Company business, its processes and/or client assignments - past, present or in the process, which you may be privy to by virtue of your being our employee. You will also not make any remarks/statements in media (including social media) which may impact the reputation of the Company, its affiliates and/or clients. Indiscretion in this matter could be ground for severe consequences, including termination, as deemed appropriate by the Company.

12. **General**

This letter agreement, together with the Confidentiality and Non-Interference Agreement, represent your entire agreement with the Company and its affiliates on these subjects. This letter agreement reflects your agreement with the Company only; and although the Company's affiliates are additional beneficiaries of this letter agreement, the letter agreement is not binding on any person or entity other than the Company. The Company may assign its rights and benefits under this letter agreement and the Confidentiality Agreement to one or more affiliated companies, or to any company that may purchase all or substantially all of the assets (whether by sale of assets, stock, merger or otherwise) of the Company or any affiliate company.

Please sign this letter below indicating your acceptance to all its terms.

For Brandscapes Consultancy Private Limited

Shailesh Shah
Chief Financial Officer

I hereby confirm and agree to the above.

Signature: _____Date: _____
(Sajeed Khan)

BRANDSCAPESWORLDWIDE

CONFIDENTIALITY AND NON-INTERFERENCE AGREEMENT

THIS AGREEMENT is between Brandscapes Consultancy Private Limited (the "Company") and Sajeed Khan ('Employee') concerning the confidentiality of certain data, information, and other material, and concerning certain other matters, as follows:

A. Confidential Information of the Company

1. The Company has provided and/or will be providing the Employee with Confidential Information, as hereinafter defined, for the Employee properly to perform the Employee's work for the Company. For purposes hereof, "Confidential Information" shall mean that confidential business information of the Company discovered, developed or known by the Employee as a consequence of the Employee's employment with the Company, past or future. Without limiting the generality of the foregoing, Confidential Information shall include, but shall not be limited to, information which is not generally known to the competitors of the Company concerning the Company's business and operations, trade secrets, customer identity and lists, customer statistics, and compilations of customer information; sales and management data, supplier lists, employee effectiveness and compensation, market strategies and plans, profit and loss information, product cost and gross margins, credit and other sales terms and conditions, computer programs, source code, formats and algorithms, other technical information and know how, data bases, business systems, and market research processes, methods and techniques unique to the Company; professional advice rendered or taken by the Company; decisions and deliberations of the Company's committees and boards; litigation, disputes and investigations; generally, the Company's goodwill with its customers. Confidential Information shall also include information contained in Company research projects, marketing surveys, manuals, memoranda, price lists, employee programs, records, training methods, personnel information, and all other proprietary information, whether or not designated, legended, or otherwise identified by the Company as Confidential Information. Confidential Information shall also include all comparable confidential information of the Company's clients; and the Employee specifically acknowledges that as a general matter, all client-supplied information is confidential. Confidential information does not include information that is in the public domain.

2. The Employee understands and agrees that the terms of this Agreement constitute conditions of and are in consideration for the Employee's employment by the Company. The Company would not be willing to make such Confidential Information available to the Employee going forward in the absence of this Agreement.

3. The Employee shall not, at any time during or after the Employee's employment by the Company, directly or indirectly use any Confidential Information for himself or herself or for any other person or entity for any purpose other than the proper performance of the Employee's work for the Company, or publish, disseminate or otherwise disclose any Confidential Information to any person or entity under any circumstances.

4. The Employee further acknowledges that the Company and its affiliates own and/or may come to own various proprietary branded products for use in the performance of market research studies, and that the Employee may not ever, whether during or after employment by the Company or its affiliates, use or disclose any of the methodologies, know-how or algorithms contained within those products.

B. Confidential Information of Other Organizations

If the Employee has any confidential information relating to the business of any prior employer, the Employee will not disclose such information to the Company or use it for the benefit of the Company.

C. Non-Interference

Employee agrees that during his/her employment, and for one year thereafter, Employee will not, directly or indirectly:

1. persuade, or attempt to persuade, any client of the Company on whose account Employee worked within three years prior to the termination of Employee's employment, to cease doing business with or to reduce the amount of business it does with the Company.

2. persuade, or attempt to persuade, any potential client to which Employee has made a formal or informal presentation, with which there has been business-related discussions, or for which there has been specific marketing strategy, within three years prior to the termination of Employee's employment, not to hire the Company or to hire another company to perform services which the Company could provide.

3. solicit for Employee or any person or entity other than the Company the market research business of any company on whose account Employee worked while employed by the Company, which is a client of the Company or was a client of the Company within three years prior to the termination of Employee's employment; or

4. persuade, stimulate or influence (or attempt to persuade, stimulate or influence) any employee of the Company, or any individual who was the Company's employee within one year prior to, or within one year after, the termination of Employee's employment, to leave the Company's employ or to become employed or affiliated at any time with any enterprise other than the Company.

   Employee further agrees that Employee will not, at any time after the end of Employee's employment by the Company, either on Employee's own account or on behalf of any other enterprise, directly or indirectly engage in or be concerned with any trade or business in the faithful performance of which it would be highly likely that Employee would, or would be required or expected to, use or disclose any confidential information or trade secrets of the Company.

   Employee further agrees that, if Employee will have participated in developing, managing or specializing in a syndicated product or branded solution while employed by the Company, during Employee's employment by the Company and for one year thereafter Employee will not participate in developing, managing, marketing or selling a competing market research product or solution for or with another market research enterprise.

   Employee agrees that if, during or within one year subsequent to Employee's employment by the Company, Employee is approached to become, seek to become and/or become employed by, or affiliated in any way with, any other entity or person in, or desiring to be in, any aspect of business which is the same or similar to the Company, Employee will give to that entity or persons a copy of this Agreement. If in fact Employee takes a position with such a person or entity during that period,

Employee will so advise the Company so that the Company can evaluate Employee's compliance with this Agreement.

D. Conflicts of Interest

The Employee will devote the Employee's best efforts full time to the performance of the Employee's duties for the Company; and will give proper time and attention to furthering the Company's business; and will comply with all rules, regulations and policies of the Company. At the time of signing this Agreement, the Employee has no obligations to any prior employer or other person or organization which will interfere with the Employee's performance of the Employee's work for the Company or which will result in any conflict of interest for the Employee, the Company or its clients. Further, the Employee has no commitments or restrictions on the Employee's service as a result of past or present consulting agreements, directorships, ownership or other position or connection with any other organization and will not enter into such commitments without prior written approval of the Company. During the period of the Employee's employment by the Company, the Employee will not engage in any other employment or other activity which may be inconsistent with or interfere with the Employee's obligations to the Company and its clients, and, after termination of the Employee's employment, the Employee will not engage in any activity inconsistent with the Employee's obligation to the Company and its clients. Without limiting the generality of the foregoing, during the period of the Employee's employment, the Employee will not (1) undertake the planning of any business which competes with the Company, (2) organize or assist any enterprise, individual or entity which competes with the Company, (3) commence employment with any enterprise that competes with the Company, (4) undertake any actions to prepare to solicit the Company's clients or to compete with the Company, (5) disparage the Company, or (6) do anything else to impair the Company's relationship with its clients.

E. Intellectual Property

The term "intellectual property," as used in this paragraph, includes all inventions, improvements, discoveries, concepts, ideas, systems, methods, computer programs, proprietary models, databases, and computer software and works of authorship, whether or not patentable or copyrightable, which may be of value to the Company or its clients. The Employee will disclose to the Company, and will assign to the Company, all of the Employee's interest in, all "intellectual property" which the Employee makes, conceives or creates during the period of the Employee's employment by the Company (whether alone or jointly with others, whether during normal business hours or otherwise, and whether on Company premises or elsewhere). The Employee also will disclose to the Company and will assign to the Company all of the Employee's interest in any "intellectual property" of which the Employee is informed by other employees of the Company or by clients of the Company during the period of the Employee's employment by the Company.

F. Patents

If so requested by the Company, the Employee will cooperate with the Company in doing whatever is appropriate to apply for, obtain, and enforce patents (U.S. or foreign or both) for the Company or its clients, on any inventions which are made by the Employee (either alone or jointly with others) during the period of the Employee's employment. This obligation will continue after termination of the Employee's employment, provided that (a) all expenses required to apply for, obtain, and enforce any patents will be paid by the Company and (b) if the Employee is required to spend any substantial amount of time (over and above usual working hours) to carry out the Employee's obligations, the Employee will be entitled to reasonable compensation from the Company for that time.

The Employee understands that the Employee will have no rights to any royalties or other compensation for the use of such patents, and that the Company will have no obligation to the Employee to apply for or obtain any such patents.

G. Writings

Any written or printed materials which the Employee prepares during the course of the Employee's employment will be the property of the Company, and if so requested by the Company, the Employee will do whatever is appropriate to obtain copyright protection for such materials for the benefit of the Company. The Employee will not publish or cause the publication of any written or printed materials relating to the Employee's work for the Company or its clients without the prior written approval of the Company. Copyrights resulting from professional activities of a general nature not resulting from a specific Company or client assignment will be the Employee's own property, subject to the Company's prior written approval of the creative undertaking.

H. Software Copying

The Employee agrees not to make any unauthorized copies of any third-party software that Employee gains access to in the performance of the Employee's duties for the Company, whether for use by the Employee, the Company or others, without the prior approval of the Company's MIS/IT department. The Employee agrees not to install in the Company's computers any software that has not been explicitly approved and licensed by the Company's MIS/IT department. Without limiting the generality of the foregoing, the Employee acknowledges that unauthorized copying or installation of Microsoft, Lotus, Adobe and other brand-name software products is strictly forbidden, without the approval of the Company's MIS/IT department. The Employee will be responsible for all costs and penalties that the Company may incur by reason of the Employee's breach of the undertakings contained in this paragraph.

I. Financial Obligations

If the Employee is provided with travel advances or other advances of expenses in connection with the Employee's employment, the Employee will make a prompt settlement of all such advances after completion of the travel or other activities. If the Employee owes any money to the Company at the time of termination of the Employee's employment, it may be deducted from any money otherwise owed to the Employee by the Company and, if not sufficient, shall be paid by Employee to the Company.

J. Length of Employment

Unless the Employee has executed a separate employment agreement with the Company for a term of employment for a fixed number of years, the Employee understands that: (a) the Employee's employment may be terminated by the Company at any time with or without cause; (b) this Agreement shall not be considered in any manner to affect any aspect of the Employee's employment except with respect to the matters as provided herein, and shall not be construed as a contract of employment for a definite term; and (c) the Employee understands that the Employee is an employee-at-will.

K. Company Property

Upon the termination of the Employee's employment (or during the Employee's employment, if so requested by the Company), the Employee will deliver to an authorized representative of the Company all credit cards, identification cards, badges, keys, and

other items which have been provided to the Employee by the Company, (b) tools and equipment provided to the Employee by the Company, and (c) all written printed and computerized materials (including reports, case memoranda, notebooks, drawings, records, files, magnetic media, and other documents) which relate to the business of the Company including access to company subscribed online or otherwise, services, materials, information, reports, etc. used and/or useful for company's products or purposes. The Employee will not retain any copies or duplicates of the items described above, except that the Employee may retain copies of the Employee's own records relating to the Employee's compensation from the Company, a copy of this Agreement.

L. Other Obligations to the Company

The Employee understands that the Employee may have obligations to the Company which are not expressly set forth in this Agreement, including obligations to perform the duties of the Employee's employment with honesty and integrity and in good faith.

M. Continuing Obligations

Some of the Employee's obligations under this Agreement or otherwise will continue in effect after termination of the Employee's employment by the Company. The provisions of this Agreement will be binding upon the Employee's executors, administrators, or other legal representatives in the event of the Employee's death or disability, and they will inure to the benefit of the Company and its successors and assigns.

N. Severability

The Employee agrees that if any portion of the foregoing covenants, or the application thereof, is construed to be invalid or unenforceable, the remainder of such covenant or covenants or the application thereof shall not be affected thereby and that the remaining covenant or covenants shall be given full force and effect without regard to the invalid or unenforceable portions. If any covenant is held to be unenforceable because of its geographic area, duration and/or scope, the Employee agrees that the court making such determination shall have the power to reduce the area and/or the duration and/or the scope thereof and the covenant shall be enforceable in its reduced form and to the maximum extent permitted under the law.

O. Remedies

The Employee hereby acknowledges that, in view of the nature of the business in which the Company is engaged, the Confidential Information is of unique, special and extraordinary character, and irreparable injury to the Company would result should the Employee violate any of the provisions of this Agreement. The Employee therefore agrees that in the event of any actual or threatened violation of any of the provisions of this Agreement, the Company shall, in addition to other rights and remedies available to it, at law or otherwise, be entitled to an immediate injunction to be issued by any court of competent jurisdiction and restraining the Employee from committing any violation of this Agreement, together with reimbursement of any costs and attorneys' fees incurred by the Company to enforce this Agreement. The Employee also agrees that the Company will be entitled to obtain an equitable accounting of all profits and benefits arising out of the Employee's violation of this Agreement. Employee specifically agrees that the promises Employee is making in this Agreement constitute independent covenants, and that any breach or alleged breach by the Company of any of its obligations to Employee will not operate as a defense against the enforceability of the covenants Employee is giving.

P. Governing Law

This Agreement will be governed by and construed in accordance with the laws the Government of India.

I HAVE READ AND I UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT, AND I AGREE TO SUCH PROVISIONS WITHOUT RESERVATION.

By: _____ Dated: _____
(Sajeed Khan)

Sajeed Khan
Senior Executive Insights

Particulars	Rupees Per Annum
Basic	2,00,400
HRA	1,00,200
Professional Development Allowance	1,00,200
LTA	30,000
PF (Company's Contribution)	24,048
Group Insurance Policy Premium	12,500
Gratuity	9,635
Bonus	43,200
CTC	5,20,183
Brandscapes Variable Performance Incentive ** (annualised, calculated using average factor)	45,000
Total Offer	**5,65,183**

Note :

*Brandscapes Variable Performance Incentive (BVPI) is subject to the company meeting its annual financial goals and is based on the individual's assessed performance during the year. This amount is indicative and can be lower or higher based on the levels of performance of the company and the individual. Please note that BVPI is payable only if you are in service (and not serving the notice period) at the time of payout.

LTA and Bonus, where applicable, is paid proportionately/monthly.

Unclaimed entitlements are paid, net of tax, along with March salary.

All Employees and their dependent family (spouse+2 children) will be covered under Group Medical upto 3 lakhs as a risk coverage. Additionally, Life and Accident insurance policy for risk coverage of Rs 5 lakhs each would be covered for employees.

Performance appraisal period is April to March. At least 6 months tenure is necessary to be part of an annual appraisal process. Salary revision, where applicable, will be effective July 1.

Offer stands withdrawn if not accepted within a week from first communication.

Past employment, experience and other details provided at joining, if later found incorrect/over-stated, will be sufficient grounds for the Company to withdraw offer or appointment/employment cessation.

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Welcome to Lawyered

SUBHAM DUTTA . <subham.dutta19@ibsindia.org> Tue, May 25, 2021 at 1:41 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **nidhi singh** <nidhisingh0294@gmail.com>
Date: Tue, May 25, 2021 at 1:40 PM
Subject: Fwd: Welcome to Lawyered
To: subham.dutta19@ibsindia.org <subham.dutta19@ibsindia.org>

---------- Forwarded message ---------
From: **Career Lawyered** <joinus@lawyered.in>
Date: Mon, 24 May 2021 at 6:23 PM
Subject: Welcome to Lawyered
To: <nidhisingh0294@gmail.com>
Cc: HR Lawyered <hr@lawyered.in>, Accounts Lawyered <accounts@lawyered.in>

Name : Nidhi Singh
Designation : Business Development - Sales
Email: nidhisingh0294@gmail.com
Phone: 9650280294
Work Location - Gurugram , Delhi NCR (Head Office) or as advised

Dear Nidhi Singh ,

Congratulations and welcome to the team! We are excited to have you at Lawyered. We know you're going to be a valuable asset to our company and are looking forward to the positive impact you're going to have here.

The following would be the salient points you need to adhere to.

1. Date of Probationary Onboarding Joining - 01.06.21 [1st June 2021, Tuesday**]**

2.a. Probation tenure - 30 - 90 days

2.b. Probationary Emoluments - *as per attached template* **.**

3.a. Probationary Joining – It is a process that a new joiner/joinee has to undergo during their first days in the office to help and enable you to understand your role and responsibilities in the company. During this period, a quality amount of time/money will be invested in you to make you go through a **training and induction programme** successfully. The **training and induction program is of 30 days** (inclusive in the period of probation). In case, where you are unable to complete or go through this induction and training session successfully we may hold a right to cancel your appointment with us on an immediate basis, and result in forfeiture of any sort of entitled benefits from the Company. The Probationary session is of 30 to 90 days and in between this period you cannot take leaves. In case of any unwarranted leaves, absence from work, unwillingness to continue with work, unadaptive nature or unwillingness to adhere to work protocols or any other circumstances that doesn't align with the company interest and goals - *would result in immediate termination and forfeiture of any sort of entitled benefits from the Company.*

3.b. Training and Induction - The compensation offered during the Training and Probation Period (is part of the Probation Period emoluments) and would be credited to you along with the Probationary Stipend of the subsequent month.

3.c. Offer Letter - A detailed Offer Letter would be rolled out on successful completion of the training program (within 30 days of the initiation of Probation).

4. Office Policies/Protocols -

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5. Location of Work - Work From Office or as advised by your Line Manager.

a) Training at Office/Location .

b) Importance of Training - We care about giving our employees everything they need to perform their best. As you will soon see, we have prepared your schedules and planned your initial days to help you settle in properly. You will also meet/e-meet with your Reporting Manager, to discuss your first steps during your induction, we have also arranged a few training sessions to give you a better understanding of our company and operations.

c) We would be initiating your training and induction prior to your formal joining date in the form of assignments, impart process and knowledge training , and other learnings pertaining to our company and its service offerings.

d) We would be sharing your Official Email Address credentials in a separate email (please follow the instructions as mentioned in the mailer) do reach out if you face any difficulties.

e) You will be meeting your line-manager during the Pre-Onboarding.

f) Compensation Benefits - Details of compensation and allowances are mentioned in the attached template.

g) Documentation - All necessary details to prepare your employment with us in terms of documentation, contract signing, etc will be communicated to you separately based on your acknowledgement.

Our team is excited to meet you and look forward to introducing themselves to you. If you have any questions prior to your arrival, please feel free to reach out to us.

We are looking forward to working with you and seeing you achieve great things!

Please share your acknowledgement to proceed further.

For any further assistance please reach out to
Ms Ankita Singh
Phone - 7018668565,
Email - *ankita.singh@lawyered.in*

Warm Regards,
Team HR
www.lawyered.in | o: +91-84-4849-5959 | m: +91-83-8309-7251
UG-006, MGF Metropolis Mall, MG-Rd, Gurugram
(https://g.page/lawyered-in)

Lawyered for Lawyers | Addressing all your needs
https://youtu.be/peQwcmSS4Dw

Follow us on LinkedIn | FB | Twitter | YouTube | Instagram

Component	Amount	Frequency	Annually
Fixed Component			
Basic Salary	₹13,000	Monthly	₹156,000
HRA	₹8,000	Monthly	₹96,000
Special Allowance 1	₹4,000	Monthly	₹48,000
Special Allowance 2	₹30,000	Half Yearly	₹60,000
Variable Component			
Individual Performance Allowance	₹10,000	Monthly*	₹120,000
Company Performance Allowance	₹120,000	Annually	₹120,000
Annual CTC		**₹600,000**	
During Probation/ WFH	**Amount**	**Frequency**	
Fixed Stipend	₹15,000	Monthly	
Incentive			
Performance Allowance	₹10,000	Monthly*	

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156K

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Welcome to Lawyered

SUBHAM DUTTA . <subham.dutta19@ibsindia.org> Tue, May 25, 2021 at 1:58 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Akhil Panyam** <akhil.panyam98@gmail.com>
Date: Tue, May 25, 2021 at 1:45 PM
Subject: Fwd: Welcome to Lawyered
To: subham.dutta19@ibsindia.org <subham.dutta19@ibsindia.org>

Name : Akhil Panyam
Designation : Business Development - Sales
Email: akhil.panyam98@gmail.com
Phone: 8317633534
Work Location - Gurugram , Delhi NCR (Head Office) or **as advised**

Dear Akhil Panyam,

Congratulations and welcome to the team! We are excited to have you at Lawyered. We know you're going to be a valuable asset to our company and are looking forward to the positive impact you're going to have here.

The following would be the salient points you need to adhere to.

1. Date of Probationary Onboarding Joining - 01.06.21 [1st June 2021, Tuesday**]**

2.a. Probation tenure - 30 - 90 days

2.b. Probationary Emoluments - *as per attached template* **.**

3.a. Probationary Joining – It is a process that a new joiner/joinee has to undergo during their first days in the office to help and enable you to understand your role and responsibilities in the company. During this period, a quality amount of time/money will be invested in you to make you go through a **training and induction programme** successfully. The **training and induction program is of 30 days** (inclusive in the period of probation). In case, where you are unable to complete or go through this induction and training session successfully we may hold a right to cancel your appointment with us on an immediate basis, and result in forfeiture of any sort of entitled benefits from the Company. The Probationary session is of 30 to 90 days and in between this period you cannot take leaves. In case of any unwarranted leaves, absence from work, unwillingness to continue with work, unadaptive nature or unwillingness to adhere to work protocols or any other circumstances that doesn't align with the company interest and goals - *would result in immediate termination and forfeiture of any sort of entitled benefits from the Company.*

3.b. Training and Induction - The compensation offered during the Training and Probation Period (is part of the Probation Period emoluments) and would be credited to you along with the Probationary Stipend of the subsequent month.

3.c. Offer Letter - A detailed Offer Letter would be rolled out on successful completion of the training program (within 30 days of the initiation of Probation).

4. Office Policies/Protocols -

a) Office Days - Mondays to Saturdays, 10 am to 6 pm, any changes in timings will be shared during your one on one discussions with your line manager.

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d) We would be sharing your Official Email Address credentials in a separate email (please follow the instructions as mentioned in the mailer) do reach out if you face any difficulties.

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Please share your acknowledgement to proceed further.

For any further assistance please reach out to
Ms Ankita Singh
Phone - 7018668565,
Email - ***ankita.singh@lawyered.in***

Warm Regards,
Team HR
www.lawyered.in | o: +91-84-4849-5959 | m: +91-83-8309-7251
UG-006, MGF Metropolis Mall, MG-Rd, Gurugram
(https://g.page/lawyered-in)

---------- Forwarded message ---------
From: **Career Lawyered** <joinus@lawyered.in>
Date: Mon, May 24, 2021, 18:47
Subject: Welcome to Lawyered
To: <akhil.panyam98@gmail.com>
Cc: HR Lawyered <hr@lawyered.in>, Accounts Lawyered <accounts@lawyered.in>

Name : Akhil Panyam
Designation : Business Development - Sales
Email: akhil.panyam98@gmail.com
Phone: 8317633534
Work Location - Gurugram , Delhi NCR (Head Office) or **as advised**

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Component	Amount	Frequency	Annually
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IBS_Compensation.jpg
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Rajith Sukhavasi <rajiths@ibsindia.org>

List of selected student's for Business Development Trainee- Sales Role at BYJUS- The Learning app.

Shalini Suman <shalini.suman2@byjus.com> Sat, May 22, 2021 at 6:46 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

To Whomsoever it may concern,

It is to bring to your kind attention the recent drive done in your esteemed college was pretty successful and we have selected below students for the **Business Development Trainee- Sales Role at BYJUS- The Learning app.**

Please note these students are being considered for immediate joining purposes starting 1st june 2021.

candidate name	candidate email id	contact number	CTC	DATE OF JOINING
Sambit Das	sambit.das644@gmail.com	9647665853	10LPA(7LPA FIXED+3LPA VARIABLE)	1ST JUNE 2021
Ranjeev Singh	ranjeevsingh7697@gmail.com	9781881900	10LPA(7LPA FIXED+3LPA VARIABLE)	1ST JUNE 2021

It was a pleasure connecting with college, hoping to work together for future endeavours as well. Wishing heartiest congratulations to the selected candidates.

Warm Regards
Team BYJU'S

Please consider the environment before printing this mail

The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Gmail

Naga Raju <naga1354@gmail.com>

Fwd: PROPERTYCLOUD REALTY SPECIFIER PVT LTD Process at IBS Hyderabad

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 15:31
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **HR Propertycloud** <hr@propertycloud.in>
Date: Sat, May 22, 2021, 18:59
Subject: RE: PROPERTYCLOUD REALTY SPECIFIER PVT LTD Process at IBS Hyderabad
To: Rajkishore Nayak . <rajkishore@ibsindia.org>
Cc: subodh@propertycloud.in <subodh@propertycloud.in>, sanjay.choudhary@propertycloud.in <sanjay.choudhary@propertycloud.in>

Dear Rajkishore,

Ankit Bharadwaj is shortlisted.

Thanks & Regards,

Ashwini Ghawali

HR

Propertycloud Realty Specifier Pvt Ltd.

Virus-free. www.avg.com

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Campus Recruitment

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 15:40
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **hr property cloud** <hr@propertycloud.in>
Date: Tue, Jan 5, 2021 at 11:21 AM
Subject: Campus Recruitment
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Rajkishore,

Hope you are safe during this time & taking good care of your health.

Let me take this opportunity to introduce myself.

I take care of Human Resources for PROPERTYCLOUD REALTY SPECIFIER PVT LTD, Mumbai.

As discussed, Property Cloud Realty Specifier Pvt Ltd is looking for Sales profile from MBA in marketing.

Property Cloud is silently heralding a revolution in Indian Real estate. Property Cloud is an online real estate advisor that functions on the fundamentals of trust, transparency and expertise. As a digital marketplace with an exhaustive range of property listings. At Property Cloud we guide home buyers right from the start of their home search to the very end. We browse through more than verified real estate properties with accurate lowdown on amenities, neighborhoods and cities, and genuine pictures.

Propertycloud has also received several accolades for its performance.

We are very excited and looking forward for a good blend of students who can serve for our esteemed organization.

Please find attached job description. Kindly Share the Job description and CTC to the process for students to apply.

Regards,

PROPERTY CLOUD
REALTY SPECIFIER

Ashwini Ghawali|Assistant Manager HR

Contact : +91 9769450829

Email : hr@propertycloud.in

Address : Property Cloud Realty Specifier Pvt Ltd

D-209, Twin Arcade complex, Military Road,

Marol Maroshi road, Marol,

Andheri(E), Mumbai – 400059.

Virus-free. www.avg.com

Job Description.pdf
429K

Please go through the company details and job description

Who we are?

Property Cloud is silently heralding a revolution in Indian Real estate. Property Cloud is an online real estate advisor that functions on the fundamentals of trust, transparency and expertise. As a digital marketplace with an exhaustive range of property listings. At Property Cloud we guide home buyers right from the start of their home search to the very end. We browse through more than verified real estate properties with accurate lowdown on amenities, neighbourhoods and cities, and genuine pictures.

Company website: - www.propertycloud.in

Role: Sr. Sales Executive

Industry: Real Estate

- Build good working relationship among brokers and clients.
- Research the market and related products for possible business opportunities.
- Present the product favourably and in a structured professional way face to face.
- Maintain and develop relationship with channel partners in person and via telephone calls and emails.
- Cold call to arrange meetings with potential customers to prospect for new business.
- Respond to incoming phone and email enquiries.
- Act as a contact between our company and its existing and potential markets.
- Negotiate the terms of an agreement and close details.
- Advise on forth coming product developments and discuss special promotions to the brokers.

Salary Structure :	**P.M**	**P.A**
Basic Salary	25000	300000
Telephone allowance	1000	12000
Bonus (once in a year performance basis)		30000
Other allowance (once in a year)		12000
Sales incentives (performance based)	6500	78000
Project incentives (performance based)	5000	60000
Presales incentive (performance based)	2500	30000
Total CTC	**40000**	**522000**

Date: 24 May 2021

Ref No: 5175/63983343/14205861/240521/1217

Dear Monisha Subhash,

Offer of Employment

We are delighted to offer you employment into Reliance BP Mobility Ltd. in the position of Area Sales Rep. - JioBP - MH2 - Raipur, at level **J** in Hydrocarbon group, based at Nagpur subject to the terms set out in this letter. Your joining date will be 01/06/2021.

Documentation

In addition to this offer letter, please find appended:

- A compensation term sheet
- Components of Compensation
- Terms and conditions
- Other applicable paperwork based upon your specific needs

You are required to read these before you commence your employment.

As mentioned above, your initial posting will be at Nagpur. During employment with the Company, you may be posted at any other location in India or abroad at any Reliance Group Company without any additional compensation.

Please note that all the compensation, benefits and assistance set out in the attached appendices are not contractual and can be varied, replaced or withdrawn at any time at the Company's absolute discretion.

We would also like to draw your particular attention to our Values and Behaviours. We have six values that express our shared understanding of what we believe, how we aim to behave and what we aspire to be as an organisation. Our values are about delivering customer value, having an ownership mind-set, showing respect and integrity, pursuing excellence and being one team.

Conditions of the offer

This offer of employment is subject to you completing the following requirements 1-4 and providing all of the below information and documentation requested **BEFORE** you commence employment with us. All information / documentation submitted by you will be considered as submitted on your own freewill and consent. We reserve the right to withdraw our offer of employment/ terminate your employment with us without assigning any reason whatsoever thereof, or delay your joining date if you do not provide the required information and documentation within the required timelines or if during this process you intentionally leave out any information or provide any information which is inaccurate or untrue.

1. Confirming your acceptance of this offer of employment, **within two weeks** of the date of this letter as detailed below in Next Steps. By confirming your acceptance, you are also confirming that you do not have any legal or other restrictions that prevent you from commencing employment with us. This includes any outstanding obligations that you may owe to your current/previous employer

2. Providing evidence (such as your passport, national identity card or work permit) of being entitled to live and work in India for RIL

3. Clearing the employment reference checks, background checks, medical checks and receiving satisfactory reports.

4. Providing (what the company considers appropriate) evidence of your qualifications if requested

(This letter is computer generated and does not necessarily require a signature)

Reliance BP Mobility Limited.
Corporate Office: 2nd Floor, 5C, Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai – 400701.

Registered Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400021. **Phone:** +91-22-3555-5000.
CIN: U50100MH2015PLC327401

Next Steps

This offer will remain valid for two weeks from the date of this letter, after which time it will lapse. In the next two weeks, we request that you contact your Recruiter, Pragya Chaturvedi as soon as possible to discuss our offer and if you have any other questions about joining our organization.

Please then confirm your acceptance of this offer by clicking 'Accept' button online. Please also return any additional documents requested at 1-4 above and any other documents you are requested to send to us by the two week deadline.

This offer is confidential and you must not discuss this or disclose any documentation related to it with anyone other than your immediate family. Any disclosure of the details of this offer to a third party other than your immediate family may result in withdrawal of the offer.

We very much hope you will accept this offer of employment and look forward to welcoming you to the Company.

Yours sincerely,

Authorized Signatory

(This letter is computer generated and does not necessarily require a signature)

Reliance BP Mobility Limited.
Corporate Office: 2nd Floor, 5C, Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai – 400701.

Registered Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400021. **Phone:** +91-22-3555-5000.
CIN: U50100MH2015PLC327401

ANNEXURE A

Compensation Term Sheet

1.1 Annual Compensation Summary

Name: **Monisha Subhash**
Level: **J**

Details of Compensation	Monthly (INR)	Annual (INR)
I. Components of Compensation		
Basic Pay	16,779	2,01,353
Medical Reimbursement	1,250	15,000
Food Coupon	2,750	33,000
Gift Coupon	417	5,000
Leave Travel Allowance	2,797	33,559
Residual Choice Pay	10,001	1,20,008
Vehicle		
Company Vehicle Scheme	Refer Annexure B	
Fuel & Maintenance		
Conveyance Allowance		
Housing		
House Rent Allowance	8,390	1,00,676
Insurance		
GPA Insurance Premium (GPA)	57	679
Group Term Life Insurance Premium	307	3,688
Medical Insurance Premium * (Self, Spouse, 3 Dependent Children & Dependent Parents)	3,432	41,190
SUB TOTAL - I	46,179	5,54,153
II. Retirals		
Employer's Contribution to Provident Fund: PF (12% of Basic Pay)	2,014	24,162
Gratuity (4.81% of Basic Pay)	807	9,685
SUB TOTAL - II	2,821	33,847
FIXED PAY (I + II)	49,000	5,88,000
III. Annual Cash Bonus (ACB)		
Annual Cash Bonus	6,500	78,000
SUB TOTAL - III	6,500	78,000
TOTAL PAY (I + II + III)	55,500	6,66,000

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Registered Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400021. **Phone:** +91-22-3555-5000.
CIN: U50100MH2015PLC327401

***Medical Insurance premium -**
For employees joining at level F or above, you are requested to update your information on the ESS portal (Employee Self Service) after joining the organization in order to ensure that the coverage for Medical Insurance is as desired.

***Provident Fund -**
Employee makes an equal contribution from his salary towards Provident Fund.

Reliance BP Mobility Limited.
Corporate Office: 2nd Floor, 5C, Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai – 400701.

Registered Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400021. **Phone:** +91-22-3555-5000.
CIN: U50100MH2015PLC327401

1.2 Tax Status of compensation elements

Below table shows all of the Total Pay components and their taxability status.

S.No.	Total Pay Components	Taxability Status (as per prevailing norms)
I	**Base Salary**	
a.	Basic Salary	Taxable
b.	Provident Fund Contribution (PF)	Please refer Annexure B
c.	Gratuity	Please refer Annexure B
II	**Choice Pay**	
a.	Medical Reimbursement	Taxable
b.	Food Coupon	Tax exempt subject to conditions
c.	Gift Coupon	Tax exempt subject to conditions
d.	Leave Travel Allowance (LTA)	Tax exempt subject to conditions
e.	Office Wear Allowance (OWA)	Tax exempt subject to conditions (only applicable to locations having a 'Uniform Policy')
f.	Children's Education Allowance (CEA)	Tax exempt subject to conditions
g.	Children's Hostel Allowance (CHA)	Tax exempt subject to conditions
h.	Residual Choice Pay (RCP)	Taxable
i.	**Vehicle**	
1.	Company Lease Vehicle Scheme	Tax exempt (up to the value of EMI)
2.	Fuel and Vehicle Maintenance Reimbursement	Tax exempt (Taxable Perquisite Notional Value)
3.	Conveyance Allowance	Taxable
j.	**Housing**	
1.	House Rent Allowance (HRA)	Tax exempt subject to conditions
2.	Company Accommodation (where it is provided)	Taxable Perquisite
k.	**Insurance**	
1.	Group Personal Accident Insurance Premium (GPA)	Tax exempt
2.	Group Term Life Insurance Premium (GTLI)	Tax exempt
3.	Medical Insurance Premium	Tax exempt
III	**Annual Cash Bonus (ACB) / Performance Linked Incentive (PLI)**	Taxable, If Applicable

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Please Note:-

- The income tax calculation is provisional and is based on the current income tax rules (**Rules**). Any change in the Rules may impact the income tax projections.

- You shall bear and pay the tax liabilities, if any, applicable in relation to all the perquisites or benefits provided to you in accordance with the provisions of this Agreement. Please note that all the details set out above are indicative and subject to change with change in Indian tax policies and rules.

- Employee shall be solely responsible for the payment of any and all taxes on salary / income, employee benefits and personal income. You are advised to get updated information in relation to the income tax calculation on your salary from independent external advisors

- Fixed Pay elements like fuel and maintenance reimbursement, office wear allowance, medical reimbursement, LTA will be reimbursed at actuals based on the bills submitted and in case the reimbursement amount falls short of the amount chosen, the balance will be paid as taxable allowance.

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Annexure B

Components of Total Pay

The Company follows a Total Pay structure that reflects the total cost of an employee to the Company this includes all direct and indirect payments including all benefits, perquisites, subsidies, and Annual Cash Bonus (**ACB**). This structure is being followed so as to provide flexibility to the employees in structuring their compensation package. The components within each category of payments are discretionary and these components may be changed by the Company from time to time without notice.

The main components under the Total Pay structure are as follows:

I. Components of Compensation

1. **Base Salary:** This is first part of the total pay, which may include Basic Salary, PF and Gratuity

   a. **Basic Salary:** This is the base pay component of the fixed pay and is the reference salary for provident fund and gratuity contribution.

   b. **Provident Fund (PF)**:

   The contributions payable by the Employer under the scheme shall be at the rate specified under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (**PF Act**). The current rate of contribution is 12% of PF Salary. Employee also contributes an equal amount from his/her monthly salary, as per PF Act. Both of these are remitted on a monthly basis to the Company's PF Trust / RPFC.

   Out of the Employer's contribution, a portion (presently 8.33% of PF Salary subject to a maximum of INR 1250) is deposited into the Employees' Pension Scheme. The part of the company's contribution deposited under Employees' Pension Scheme to RPFC is to provide employees with pension on retirement or after completion of a specified period of service. TDS recovery from PF settlement will be as per the relevant provision of the Income Tax Act, 1961.

   Benefits associated with Employees' Provident Fund and Employees' Pension Scheme will be as per the prevailing rules and regulations outlined in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Employees are advised to refer to EPFO site (http://www.epfindia.com/) for detailed rules, procedures and any other updates.

   Please note that the contribution amounts, limits, withdrawals and other rules applicable to the PF and pension are subject to applicable Indian laws in force from time to time. Employee is bound to adhere to all changes in the applicable law. Any implications on contribution, accumulation and withdrawal conditions outlined in the Employees' Provident Fund and Employees' Pension Scheme is to be borne by the employee. To understand implications associated with any such change in relevant laws or the Employees' Provident Fund and Employees' Pension Scheme, employees are recommended to solicit independent external advice.

   c. **Gratuity**

   Employer's contribution to the Company's Gratuity Fund will be as specified under 'The Payment of Gratuity Act ,1972'. Currently, the Employer's contribution to the Company's Gratuity fund is @ 4.81% of Basic Salary. Gratuity shall be payable to an employee on completion / end of his /her employment with the Company provided he/she has rendered continuous service for a minimum period of 4 years and 240 days. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment and in the event of separation prior to such 4 years and 240 days, the same will be paid as ex-gratia, except in case of separation due to disciplinary grounds.

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Gratuity is calculated as follows:

(Last Drawn Salary / 26 Days) x 15 days x Number of completed years of service (In the case of death, the minimum service requirement does not apply)

For every completed year of service or part thereof in excess of 6 months, the employer will pay the employee gratuity at the rate of 15 days wages based on the rate of wages last drawn by such employee. Income Tax on the gratuity payment will be applicable as per Income Tax Rules. In the event an employee fails to complete 4 years and 240 days of continuous service, ex-gratia will be paid up to the amount of gratuity accumulated and will be subject to prevailing Income Tax Rules.

Maximum Amount of Gratuity which will be exempt from Income Tax will be as per 'The Payment of Gratuity Act, 1972'.

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2. Choice Pay :

This is second part of the total pay. Subject to eligibility and availability of amount mentioned under various components in Annexure A, an employee may opt for all the allowances or combination of them

a. Medical Reimbursement

Employee may opt for medical reimbursement for expenses incurred by the employee to meet health related expenditure, such as medicines, doctor's fees etc. of the employee and his/her family members. Medical expenses up to a maximum of INR 15,000 per annum will be reimbursed at actuals against production of bills.

This component is taxable.

b. Food Coupons

Employee may opt for Sodexo / Accor Pass Meal Vouchers. These are food coupons that can be exchanged for food and beverages at all approved affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

c. Gift Coupons

Employee may opt for gift coupons. Company provides Sodexo / Accor Pass Gift Vouchers that can be used to buy dailynecessities at over 6000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

Up to INR 5,000 per annum is tax exempt.

d. Leave Travel Allowance (LTA)

Employee may opt for LTA. It refers to reimbursement by Company of actual expenses incurred only on travel by employee along with their dependents to any place within India. Expenses such as hotel accommodation, sightseeing, food etc. are not eligible to be reimbursed as LTA or for tax exemption. The following qualifying criteria are to be met for claiming LTA:

1. Employee must necessarily take 5 days of continuous Privilege Leave.
2. The family for this purpose includes spouse, unmarried dependent children (maximum of two only), parents and dependent brothers and sisters.
3. No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be up to 2 months' basic salary) that employee wishes to avail as part of employee's choice pay component. This choice has to be made by employee initially at the time of joining and thereafter at the beginning of each financial year. A mid-year change in the quantum of LTA is not permissible.

As per current Income Tax rules, tax exemption for LTA is allowed twice in a block of 4 calendar years. Tax authorities have defined the current 4 year block as being from 1 January 2018 - 31 December 2021.

The quantum of exemption is subject to following maximum limits depending on the mode of transport used or available:-

1. Journey by air: Economy class air fare of national carrier by shortest route or the actual amount spent, whichever is lesser
2. Journey by rail: AC first class fare by shortest route or the actual amount spent, whichever is lesser
3. Place of origin and place of destination connected by rail but journey performed by other mode of transport: AC first class fare by shortest route or the actual amount spent, whichever is lesser
4. Place of origin and place of destination not connected by rail (partially or fully) and not connected by other recognized public transport system: AC first class fare by the shortest route or the actual amount spent, whichever is lesser

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e. Office Wear Allowance (OWA)

Only employees' working at locations where a `Uniform Policy' is in place may opt for OWA.

OWA is an allowance provided to employees to meet expenditures incurred by him/her towards purchase of uniform to be worn at the workplace.

OWA is tax exempt subject to the following limits:-

a. For all Grade: INR 24,000

f. Children's Education Allowance (CEA)

Employee may opt for CEA to meet education expenses of their children.

INR 100 per month per child subject to a maximum of two children is tax exempt

g. Children's Hostel Allowance (CHA)

Employee may opt for CHA to meet hostel expenses of their children.

INR 300 per month per child subject to a maximum of two children, is tax exempt

h. Residual Choice Pay (RCP)

The balance un-utilized amount is paid under the salary head as "Residual Choice Pay" and is subject to tax.

Please note that you are required to make a declaration within 7 days of joining the Company and at the beginning of each financial year and thereafter from time to time within the timelines notified by the company, regarding the amounts to be claimed under each expense mentioned above. You are required to submit all bills and other supporting documents on or by 15th January for each financial year

i. Vehicle

1. Company Leased Vehicle Scheme (CLV)

As part of the compensation structure the company offers an option of availing a vehicle under the prevailing company vehicle policy, subject to eligibility. The major features of the scheme are as follows:

Parameter	Four Wheeler
Scheme Details	Company Leased Vehicle (CLV)
EMI Calculation Base	Vehicle Invoice Value (Final on-road price, excluding taxes)
EMI Limit	Grade `H' and above - upto 100% of Residual Choice Pay Grade `I' and below - upto 50% of Residual Choice Pay
Interest rate	11.5 % per annum on monthly reducing balance basis
Vehicle Cost Limit	NA
Tenure	2 to 4 Years (Upto 48 Instalments)
Insurance Coverage Options	1.Comprehensive 2.Bumper to Bumper (Zero depreciation)

Mandatory debits towards Vehicle Insurance would be applicable to those opting this scheme.

The company vehicle policy provides more details regarding the vehicle scheme.

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2. Fuel and Vehicle Maintenance Reimbursements

All employees covered by the Company Vehicle Scheme are eligible for fuel and vehicle maintenance reimbursements. Employees using self-owned vehicles are also eligible for such reimbursement.

The limits for Fuel & Vehicle Maintenance for Own Vehicles and Vehicles under Company Vehicle Scheme are as under:

Level	4 Wheeler	2 Wheeler
All Grades	INR 1,80,000 p.a.	INR 36,000 p.a.

In case an employee is using a self-owned vehicle, he/she needs to maintain a vehicle usage log in the system (ESS). Tax exemption will be available upto the limits set out above, subject to submission of supporting documents.

3. Conveyance Allowance

To be opted by an employee to meet the expenditure incurred for the purpose of commuting between place of his/her residence and place of his/her duty. However, this option may be availed only if the employee is not opting for fuel and maintenance reimbursement.

This component is taxable.

j. Housing

1. House Rent Allowance (HRA)

House Rent Allowance is paid in respect of expenses incurred on rented accommodation.

As per Section 10(13A) and Rule 2A of the Income Tax Act and Rules respectively, the lesser of the following is

exempt from tax-

1. An amount equal to 50% of the salary, where the residential house is situated at Mumbai, Kolkata, Delhi or Chennai and an amount equal to 40% of salary where the residential house is situated at any other place;
2. House rent allowance received by the employee in respect of the period during which the rental accommodation is occupied by the employee during the previous year
3. The excess of rent paid over 10% of salary

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2. Company provided Accommodation

In case the employee is opting for an accommodation provided by the company, the basis of valuation will be as under-

Population of City as per 2001 census where Accommodation is provided	Where the Accommodation is owned by the Employer	Where the Accommodation is taken on lease or rent by the Employer
Exceeding 25 lakhs	15% of Salary in respect of the period during which the accommodation is occupied by the Employee	1. 15% of Salary; or 2. Lease rent (paid or payable) by the Employer, whichever is less
Exceeding 10 lakhs but not exceeding 25 lakhs	10% of the Salary in respect of period during which the accommodation is occupied by the Employee	
Any other	7.5% of the Salary in respect of period during which the accommodation is occupied by the Employee	

k. Insurance

i. Group Personal Accident Insurance (GPA)

All Employees are mandatorily covered under the Group Personal Accident Insurance scheme.

The sum insured is INR 25 lakhs and the corresponding debit towards premium is INR 679 per annum.

Benefit Clauses:

1. Death: 100% of sum insured
2. Permanent Total Disablement: 100% of sum insured as per insurance policy
3. Permanent Partial Disablement: varies from 1% to 75% of sum insured as per insurance policy
4. Temporary Total disablement: 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

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ii. Group Term Life Insurance (GTLI)

All employees are mandatorily insured under Group Term Life Insurance. The insured amount and corresponding premium [mandatory debit] are as follows:

Fixed Pay (Base Pay + Choice Pay)	Sum Assured	Mandatory Debit (per annum)
Up to INR 24,99,975	INR 25 Lakhs	INR 3,688
From INR 24,99,975 to below INR 49,99,975	INR 50 Lakhs	INR 7,375
From INR 49,99,975 to below INR 74,99,975	INR 75 Lakhs	INR 11,063
INR 74,99,975 and above	INR 100 Lakhs	INR 14,750

Benefit Clause: -

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

iii. Medical Coverage

The Company endeavors to ensure that financial support is available to all employees to meet their medical needs and those of their dependent family members. All employees are mandatorily covered under this scheme. The coverage and mandatory debits in respect of the same are as follows-

Level	Family Definition	Benefits of Mandatory Coverage
B to F: Company's Management Medical Scheme	Self, Spouse, 3 dependent children (up to 25 years)	Floater Mediclaim Policy of INR 5 Lakhs, Plus Additional floater Mediclaim policy of Domiciliary reimbursement at actuals (as per INR 5 Lakhs the Management Medical Scheme)
	Dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospitalization room category up to Deluxe Single AC Room 2. Dental treatment reimbursement up to INR 15,000 per family p.a. (cosmetics not covered) 3. Full time Retainers shall be covered as per commitment / joining terms 4. For non-allopathy (e.g. Homeopathy, Ayurveda, Unani or other Medical practitioner) treatment, the medical practitioner should be registered as per the guidelines of Indian Medical Association	
G to Below: Group Mediclaim Policy	Family of 7 members - Self, spouse, 3 dependent children (up to 25 years), 2 dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospital Room Category - Eligibility of up to Non- Deluxe Single AC Room 2. Sub limit of Maternity benefit (for first three children) up to INR 50,000 3. Sub limit for OPD basis treatment for Dental INR 1,500 (excluding the cost of dentures, bridges, crowns, scaling, filling, cleaning, polishing and cosmetic dentistry) 4. Sub limit for OPD basis treatment for Eye INR 500 (excluding cost of contact Lens, spectacles and cosmetic treatments)	

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Medical Insurance Debits:
F & Above grades

- INR 30,259 per annum per person for self and spouse
- INR 15,631 per annum per child (upto 25 years)
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for self, spouse and child covered under mandatory policy
- INR 29,154 per annum for dependent parents
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for parents.

G & Below grades :

- INR 29,154 per annum per family unit of 7 members
- INR 12,036 per annum for **Additional** Medical floater cover of INR 5 Lakhs

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Annexure C

Terms and Conditions

01. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

i. Medical Fitness: Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company .

ii. Verification of Particulars: In case the particulars mentioned in your application or the representations or warranties or any other information provided by you are found to be false, inaccurate or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

02. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits payable to you are in consideration of the terms, covenants, and conditions stated in the offer of employment including this Annexure C, and you represent, warrant and covenant to the Company that:

i. You are under no contractual or other restriction or obligation which is inconsistent with the terms or conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

ii. You are under no physical or mental disability that may hinder the performance of your duties / obligations contained herein;

iii. You shall not raise any issue as to the reasonableness of the terms, covenants, or conditions contained herein in any proceeding to enforce these terms, covenants and/or conditions;

iv. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, that is inconsistent herewith

v. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company.

You acknowledge that the terms, covenants, and conditions set forth herein are essential for the Company's protection and are not unreasonable and that the Company has relied on these representations, warranties, and covenants provided by you.

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03. DUTIES AND RESPONSIBILITIES:

i. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability exclusively for the Company. You agree that you will devote all of your working time, attention and best efforts in performing your duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities during the terms hereof. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules, regulations and directions of the Company, as applicable from time to time.

ii. **Non Solicitation:** You will not, during the term of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its affiliates or associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company.

iii. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial shareholding or other beneficial interest in any business enterprise or entity which is engaged in, or is in competition with, any business engaged in by the Company or any of its affiliates or associated companies. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business or entity whose securities are traded on any national stock exchanges or in the over-the-counter market.

v. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Company, as specified from time to time. However, you may be required to work additional hours, from time to time, to carry out your duties and responsibilities effectively.

vi. **Confidentiality and Non-disclosure:** You shall keep confidential and not disclose to any person or entity any information received or that comes to your knowledge during the course of your employment including in relation to the Company, its affiliates, associated companies, and third parties, in relation to any of our or their businesses or operations, particulars or details of manufacturing processes, technical know-how, security arrangements, analysis, compilations, forecasts, studies, summaries, notes, ideas(whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business model/strategies, administrative organizational matters and any other information important for the Company. This shall include information in relation to third parties received by the Company in relation to any transaction being contemplated by the Company. Your obligation to maintain confidentiality of such information shall continue notwithstanding expiry or termination of your employment with the Company.

Third party Confidential obligations & prevention of IP contamination: You shall not use or disclose to the Company any confidential information of any third party received by you in your personal capacity from such a third party under an obligation of confidentiality, or knowingly induce use of such information in the business of the Company. Your employment/engagement with the Company shall not violate any obligation of confidentiality or non-solicitation of employment/assignment with any other party and that in case you are made aware of any such change in circumstances, you will inform the Company immediately of such change in the circumstances. You shall refrain from using/applying information/data in your current employment which qualifies as third party intellectual property to avoid any potential scenario of Intellectual Property contamination.

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vii. **Proprietary Rights:** You will disclose to the Company forthwith any discovery, invention, process or improvement made or discovered by you while in the service of the Company or thereafter, and all the rights, title, interest in such discovery, invention, process or improvement shall automatically belong absolutely to the Company and be the sole, absolute and exclusive property of the Company immediately upon discovery, invention or creation of process or improvement, whether or not delivered to the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letter's patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company and you will execute and deliver all such deeds and documents, including in particular instruments of assignment and do all such acts and things as may be required by the Company for assigning, transferring or otherwise vesting all rights, title and interest in the same and all benefits arising in respect thereof in favor of the Company or its nominee.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

viii. **Safe-keeping of Company's property:** You will be responsible for safe keeping of and returning in good order and condition all properties of the Company, its affiliates and associated companies which may be in your possession, custody, care or charge or being used by you. In case of loss of any such property, the Company will be entitled to assess the value of the loss / damages caused to it and recover the same from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

ix. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of authority or power of attorney issued in your favour and any property or material of the Company or any of its affiliates or associated companies in your possession at the time of cessation of your employment with the Company. You shall also return to the Company all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

x. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have not been expressly authorised nor will you alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous written consent of the Company. You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

xi. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliate or associated companies or any other employee or business associate of the Company or any of its affiliates or associated companies in any public or non-public communication with any customer, client or member of the investment community or media or in any communication whatsoever.

xii. **Confidential nature of terms of employment:** You agree that, save and except as may be required by applicable law, (with the prior consent of the Company), you shall not disclose the terms of your employment to any person.

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xiii. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company.

You agree that the restrictions and remedies contained herein are reasonable and that it is your intention that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

Further, you hereby agree to indemnify and keep fully and effectively indemnified and hold harmless the Company, its affiliates, associates subsidiaries, and the directors, trustees, officers, employees, agents, authorized representatives and successors of all the foregoing from and against any and all claims, suits, actions, legal or other proceedings, demands, damages, liabilities, interest, costs, expenses (including attorney fees), and losses of whatsoever kind or nature incurred or sustained by Company or any of the third party directly or indirectly arising due to breach of any of obligations mentioned in the letter of employment and/or these terms and conditions.

04. TERMINATION OF EMPLOYMENT:

i. Employment At-Will: You acknowledge that your employment is and shall continue to be AT-WILL. This means that you have the right to terminate your employment with the Company at any time without providing any reason in accordance with the provisions hereof. Similarly, the Company may terminate your employment with or without cause at any time and for any reason in accordance with the provisions hereof. Accordingly, this letter of employment is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

ii. Superannuation: In the normal course, you will retire from the company on attaining superannuation at the age of 58 years.

iii. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

a. return to work within 8 days from the commencement of such absence, and

b. give an explanation to the satisfaction of the Company regarding such absence

iv. Medical Fitness: The Company has the right to request you to get yourself medically examined by a certified medical practitioner specified by the Company during the tenure of your employment. In case you are found to be medically unfit to perform your duties, your employment may be terminated.

v. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months notice in writing or payment of three months Basic Salary on a pro rata basis, in lieu thereof. Similarly, you may resign from the Company's employment without cause by giving three months notice in writing or by payment of three months Basic Salary on a pro rata basis, in lieu thereof. In the event of your resignation, the Company may in its sole discretion opt to accept the same and relieve you prior to the completion of the stipulated notice period of three months, without any pay in lieu of the notice period.

vi. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for fraud, misconduct, negligence or breach of any of the terms and conditions of your letter of employment which includes this Annexure C. Without prejudice to the general meaning of the term "misconduct", "misconduct" shall include any case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, or any action of indiscipline or inefficiency.

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vii. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business as the Company or any of its affiliates or associate companies.

viii. Recovery of Payments: (If applicable) Payments made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the Company prior to completion of 1 year from joining the Company.

05. GENERAL:

i. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated at such time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives.

ii. Rules, Regulations and Policies on Ethics: You will be governed by the service rules, regulations and policies including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come into force from time to time. You must observe the policies that the Company publishes / notifies from time to time. These policies include requirement that you maintain the highest standards of conduct and act with the highest ethical principles.

a. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

b. You are required to read and understand all policies applicable to you, all of which are available in the Reliance Management System ("RMS") portal. If you have any questions, now or in the future, please ask the Human Resources Department through the Query Management System in the ESS portal. You may also be required to sign and abide by the Policy on Ethics of the Company and undertake to sign such declarations that the Policy may demand from time to time.

c. Women employees will be entitled to all the statutory benefits provided by the Company under the Maternity Benefit Act 1961, and its subsequent amendments, if any, details of which are set out in the RMS/ESS portal.

iii. Media Interaction: You will not interact with the media - electronic, print or otherwise in

a. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as a representative of the Company. Only persons duly authorized by the Company are permitted to interact with media and then only on specified subjects. Disclosure of any information other than those specifically authorized by the Company is prohibited.

b. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Company.

c. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

d. For any outside publication of books, articles or manuscripts which relate in any manner to the Company's business, policies and processes, you are required to obtain prior written approval of the Company prior to its publication or release.

e. Any violation of the Company's media policy, will tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

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iv. **Jurisdiction:** The letter of employment is made at Mumbai and competent courts of Mumbai shall have jurisdiction over any dispute or difference whatsoever arising out of, under, in relation to or in connection with the letter of employment or breach hereof or in respect of any matter or thing herein contained.

v. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

vi. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

vii. **Change of address:** You will intimate in writing to the Company any change of your residential address within a week of the same changing, failing which any communication sent to you on your last recorded address shall be deemed to have been duly served on you.

viii. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

ix. **Suspension:** You may be placed under suspension pending enquiry into the charges of misconduct or any other breach hereof. The salary for the suspension period will be paid to you only if you are found not guilty of any of the charges for which you are suspended and not otherwise.

x. **Travel:** You shall make your own transport arrangements to and from the place of work.

xi. **Documentation:** Please submit the following documents, if not submitted earlier:

a. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.

b. Three copies of your recent passport size photographs with blue background.

c. Relieving letter and salary certificate from your last employer, in case you are/were employed.

xii. **Severability**: If any term or provision of this letter of employment shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder hereof. If the remainder of this letter is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this letter of employment and such provision shall be replaced by a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

xiii. **Non Waiver**: No delay or omission on the part of Company in exercising any right, power, privilege or remedy in respect of your employment terms shall neither impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single partial exercise of such right, power, privilege or remedy, preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

I confirm that I have read and understood the terms and conditions set out herein and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: Monisha Subhash

Signature:

Date: 24 May 2021

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Date: 24 May 2021

Ref No: 5175/63981776/14205686/240521/1213

Dear Aditya D,

Offer of Employment

We are delighted to offer you employment into Reliance BP Mobility Ltd. in the position of Area Sales Rep. - JioBP - KR - Gulbarga, at level **J** in Hydrocarbon group, based at Gulbarga - RO - KRF055 subject to the terms set out in this letter. Your joining date will be 01/06/2021.

Documentation

In addition to this offer letter, please find appended:

- A compensation term sheet
- Components of Compensation
- Terms and conditions
- Other applicable paperwork based upon your specific needs

You are required to read these before you commence your employment.

As mentioned above, your initial posting will be at Gulbarga - RO - KRF055. During employment with the Company, you may be posted at any other location in India or abroad at any Reliance Group Company without any additional compensation.

Please note that all the compensation, benefits and assistance set out in the attached appendices are not contractual and can be varied, replaced or withdrawn at any time at the Company's absolute discretion.

We would also like to draw your particular attention to our Values and Behaviours. We have six values that express our shared understanding of what we believe, how we aim to behave and what we aspire to be as an organisation. Our values are about delivering customer value, having an ownership mind-set, showing respect and integrity, pursuing excellence and being one team.

Conditions of the offer

This offer of employment is subject to you completing the following requirements 1-4 and providing all of the below information and documentation requested **BEFORE** you commence employment with us. All information / documentation submitted by you will be considered as submitted on your own freewill and consent. We reserve the right to withdraw our offer of employment/ terminate your employment with us without assigning any reason whatsoever thereof, or delay your joining date if you do not provide the required information and documentation within the required timelines or if during this process you intentionally leave out any information or provide any information which is inaccurate or untrue.

1. Confirming your acceptance of this offer of employment, **within two weeks** of the date of this letter as detailed below in Next Steps. By confirming your acceptance, you are also confirming that you do not have any legal or other restrictions that prevent you from commencing employment with us. This includes any outstanding obligations that you may owe to your current/previous employer
2. Providing evidence (such as your passport, national identity card or work permit) of being entitled to live and work in India for RIL
3. Clearing the employment reference checks, background checks, medical checks and receiving satisfactory reports.
4. Providing (what the company considers appropriate) evidence of your qualifications if requested

(This letter is computer generated and does not necessarily require a signature)

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Next Steps

This offer will remain valid for two weeks from the date of this letter, after which time it will lapse. In the next two weeks, we request that you contact your Recruiter, Pragya Chaturvedi as soon as possible to discuss our offer and if you have any other questions about joining our organization.

Please then confirm your acceptance of this offer by clicking 'Accept' button online. Please also return any additional documents requested at 1-4 above and any other documents you are requested to send to us by the two week deadline.

This offer is confidential and you must not discuss this or disclose any documentation related to it with anyone other than your immediate family. Any disclosure of the details of this offer to a third party other than your immediate family may result in withdrawal of the offer.

We very much hope you will accept this offer of employment and look forward to welcoming you to the Company.

Yours sincerely,

Authorized Signatory

(This letter is computer generated and does not necessarily require a signature)

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ANNEXURE A

Compensation Term Sheet

1.1 Annual Compensation Summary

Name: Aditya D
Level: J

Details of Compensation	Monthly (INR)	Annual (INR)
I. Components of Compensation		
Basic Pay	16,779	2,01,353
Medical Reimbursement	1,250	15,000
Food Coupon	2,750	33,000
Gift Coupon	417	5,000
Leave Travel Allowance	2,797	33,559
Residual Choice Pay	10,001	1,20,008
Vehicle		
Company Vehicle Scheme	Refer Annexure B	
Fuel & Maintenance		
Conveyance Allowance		
Housing		
House Rent Allowance	8,390	1,00,676
Insurance		
GPA Insurance Premium (GPA)	57	679
Group Term Life Insurance Premium	307	3,688
Medical Insurance Premium * (Self, Spouse, 3 Dependent Children & Dependent Parents)	3,432	41,190
SUB TOTAL - I	46,179	5,54,153
II. Retirals		
Employer's Contribution to Provident Fund: PF (12% of Basic Pay)	2,014	24,162
Gratuity (4.81% of Basic Pay)	807	9,685
SUB TOTAL - II	2,821	33,847
FIXED PAY (I + II)	49,000	5,88,000
III. Annual Cash Bonus (ACB)		
Annual Cash Bonus	6,500	78,000
SUB TOTAL - III	6,500	78,000
TOTAL PAY (I + II + III)	55,500	6,66,000

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***Medical Insurance premium -**
For employees joining at level F or above, you are requested to update your information on the ESS portal (Employee Self Service) after joining the organization in order to ensure that the coverage for Medical Insurance is as desired.

***Provident Fund -**
Employee makes an equal contribution from his salary towards Provident Fund.

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1.2 Tax Status of compensation elements

Below table shows all of the Total Pay components and their taxability status.

S.No.	Total Pay Components	Taxability Status (as per prevailing norms)
I	**Base Salary**	
a.	Basic Salary	Taxable
b.	Provident Fund Contribution (PF)	Please refer Annexure B
c.	Gratuity	Please refer Annexure B
II	**Choice Pay**	
a.	Medical Reimbursement	Taxable
b.	Food Coupon	Tax exempt subject to conditions
c.	Gift Coupon	Tax exempt subject to conditions
d.	Leave Travel Allowance (LTA)	Tax exempt subject to conditions
e.	Office Wear Allowance (OWA)	Tax exempt subject to conditions (only applicable to locations having a 'Uniform Policy')
f.	Children's Education Allowance (CEA)	Tax exempt subject to conditions
g.	Children's Hostel Allowance (CHA)	Tax exempt subject to conditions
h.	Residual Choice Pay (RCP)	Taxable
i.	**Vehicle**	
1.	Company Lease Vehicle Scheme	Tax exempt (up to the value of EMI)
2.	Fuel and Vehicle Maintenance Reimbursement	Tax exempt (Taxable Perquisite Notional Value)
3.	Conveyance Allowance	Taxable
j.	**Housing**	
1.	House Rent Allowance (HRA)	Tax exempt subject to conditions
2.	Company Accommodation (where it is provided)	Taxable Perquisite
k.	**Insurance**	
1.	Group Personal Accident Insurance Premium (GPA)	Tax exempt
2.	Group Term Life Insurance Premium (GTLI)	Tax exempt
3.	Medical Insurance Premium	Tax exempt
III	**Annual Cash Bonus (ACB) / Performance Linked Incentive (PLI)**	Taxable, If Applicable

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Please Note:-

- The income tax calculation is provisional and is based on the current income tax rules (**Rules**). Any change in the Rules may impact the income tax projections.

- You shall bear and pay the tax liabilities, if any, applicable in relation to all the perquisites or benefits provided to you in accordance with the provisions of this Agreement. Please note that all the details set out above are indicative and subject to change with change in Indian tax policies and rules.

- Employee shall be solely responsible for the payment of any and all taxes on salary / income, employee benefits and personal income. You are advised to get updated information in relation to the income tax calculation on your salary from independent external advisors

- Fixed Pay elements like fuel and maintenance reimbursement, office wear allowance, medical reimbursement, LTA will be reimbursed at actuals based on the bills submitted and in case the reimbursement amount falls short of the amount chosen, the balance will be paid as taxable allowance.

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Annexure B

Components of Total Pay

The Company follows a Total Pay structure that reflects the total cost of an employee to the Company this includes all direct and indirect payments including all benefits, perquisites, subsidies, and Annual Cash Bonus (**ACB**). This structure is being followed so as to provide flexibility to the employees in structuring their compensation package. The components within each category of payments are discretionary and these components may be changed by the Company from time to time without notice.

The main components under the Total Pay structure are as follows:

I. Components of Compensation

1. **Base Salary:** This is first part of the total pay, which may include Basic Salary, PF and Gratuity

   a. **Basic Salary:** This is the base pay component of the fixed pay and is the reference salary for provident fund and gratuity contribution.

   b. **Provident Fund (PF)**:

   The contributions payable by the Employer under the scheme shall be at the rate specified under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (**PF Act**). The current rate of contribution is 12% of PF Salary. Employee also contributes an equal amount from his/her monthly salary, as per PF Act. Both of these are remitted on a monthly basis to the Company's PF Trust / RPFC.

   Out of the Employer's contribution, a portion (presently 8.33% of PF Salary subject to a maximum of INR 1250) is deposited into the Employees' Pension Scheme. The part of the company's contribution deposited under Employees' Pension Scheme to RPFC is to provide employees with pension on retirement or after completion of a specified period of service. TDS recovery from PF settlement will be as per the relevant provision of the Income Tax Act, 1961.

   Benefits associated with Employees' Provident Fund and Employees' Pension Scheme will be as per the prevailing rules and regulations outlined in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Employees are advised to refer to EPFO site (http://www.epfindia.com/) for detailed rules, procedures and any other updates.

   Please note that the contribution amounts, limits, withdrawals and other rules applicable to the PF and pension are subject to applicable Indian laws in force from time to time. Employee is bound to adhere to all changes in the applicable law. Any implications on contribution, accumulation and withdrawal conditions outlined in the Employees' Provident Fund and Employees' Pension Scheme is to be borne by the employee. To understand implications associated with any such change in relevant laws or the Employees' Provident Fund and Employees' Pension Scheme, employees are recommended to solicit independent external advice.

   c. **Gratuity**

   Employer's contribution to the Company's Gratuity Fund will be as specified under 'The Payment of Gratuity Act ,1972'. Currently, the Employer's contribution to the Company's Gratuity fund is @ 4.81% of Basic Salary. Gratuity shall be payable to an employee on completion / end of his /her employment with the Company provided he/she has rendered continuous service for a minimum period of 4 years and 240 days. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment and in the event of separation prior to such 4 years and 240 days, the same will be paid as ex-gratia, except in case of separation due to disciplinary grounds.

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Gratuity is calculated as follows:

(Last Drawn Salary / 26 Days) x 15 days x Number of completed years of service (In the case of death, the minimum service requirement does not apply)

For every completed year of service or part thereof in excess of 6 months, the employer will pay the employee gratuity at the rate of 15 days wages based on the rate of wages last drawn by such employee. Income Tax on the gratuity payment will be applicable as per Income Tax Rules. In the event an employee fails to complete 4 years and 240 days of continuous service, ex-gratia will be paid up to the amount of gratuity accumulated and will be subject to prevailing Income Tax Rules.

Maximum Amount of Gratuity which will be exempt from Income Tax will be as per 'The Payment of Gratuity Act, 1972'.

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2. Choice Pay :

This is second part of the total pay. Subject to eligibility and availability of amount mentioned under various components in Annexure A, an employee may opt for all the allowances or combination of them

a. Medical Reimbursement

Employee may opt for medical reimbursement for expenses incurred by the employee to meet health related expenditure, such as medicines, doctor's fees etc. of the employee and his/her family members. Medical expenses up to a maximum of INR 15,000 per annum will be reimbursed at actuals against production of bills.

This component is taxable.

b. Food Coupons

Employee may opt for Sodexo / Accor Pass Meal Vouchers. These are food coupons that can be exchanged for food and beverages at all approved affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

c. Gift Coupons

Employee may opt for gift coupons. Company provides Sodexo / Accor Pass Gift Vouchers that can be used to buy dailynecessities at over 6000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

Up to INR 5,000 per annum is tax exempt.

d. Leave Travel Allowance (LTA)

Employee may opt for LTA. It refers to reimbursement by Company of actual expenses incurred only on travel by employee along with their dependents to any place within India. Expenses such as hotel accommodation, sightseeing, food etc. are not eligible to be reimbursed as LTA or for tax exemption. The following qualifying criteria are to be met for claiming LTA:

1. Employee must necessarily take 5 days of continuous Privilege Leave.
2. The family for this purpose includes spouse, unmarried dependent children (maximum of two only), parents and dependent brothers and sisters.
3. No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be up to 2 months' basic salary) that employee wishes to avail as part of employee's choice pay component. This choice has to be made by employee initially at the time of joining and thereafter at the beginning of each financial year. A mid-year change in the quantum of LTA is not permissible.

As per current Income Tax rules, tax exemption for LTA is allowed twice in a block of 4 calendar years. Tax authorities have defined the current 4 year block as being from 1 January 2018 - 31 December 2021.

The quantum of exemption is subject to following maximum limits depending on the mode of transport used or available:-

1. Journey by air: Economy class air fare of national carrier by shortest route or the actual amount spent, whichever is lesser
2. Journey by rail: AC first class fare by shortest route or the actual amount spent, whichever is lesser
3. Place of origin and place of destination connected by rail but journey performed by other mode of transport: AC first class fare by shortest route or the actual amount spent, whichever is lesser
4. Place of origin and place of destination not connected by rail (partially or fully) and not connected by other recognized public transport system: AC first class fare by the shortest route or the actual amount spent, whichever is lesser

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e. Office Wear Allowance (OWA)

Only employees' working at locations where a `Uniform Policy' is in place may opt for OWA.

OWA is an allowance provided to employees to meet expenditures incurred by him/her towards purchase of uniform to be worn at the workplace.

OWA is tax exempt subject to the following limits:-

a. For all Grade: INR 24,000

f. Children's Education Allowance (CEA)

Employee may opt for CEA to meet education expenses of their children.

INR 100 per month per child subject to a maximum of two children is tax exempt

g. Children's Hostel Allowance (CHA)

Employee may opt for CHA to meet hostel expenses of their children.

INR 300 per month per child subject to a maximum of two children, is tax exempt

h. Residual Choice Pay (RCP)

The balance un-utilized amount is paid under the salary head as "Residual Choice Pay" and is subject to tax.

Please note that you are required to make a declaration within 7 days of joining the Company and at the beginning of each financial year and thereafter from time to time within the timelines notified by the company, regarding the amounts to be claimed under each expense mentioned above. You are required to submit all bills and other supporting documents on or by 15th January for each financial year

i. Vehicle

1. Company Leased Vehicle Scheme (CLV)

As part of the compensation structure the company offers an option of availing a vehicle under the prevailing company vehicle policy, subject to eligibility. The major features of the scheme are as follows:

Parameter	Four Wheeler
Scheme Details	Company Leased Vehicle (CLV)
EMI Calculation Base	Vehicle Invoice Value (Final on-road price, excluding taxes)
EMI Limit	Grade `H' and above - upto 100% of Residual Choice Pay Grade `I' and below - upto 50% of Residual Choice Pay
Interest rate	11.5 % per annum on monthly reducing balance basis
Vehicle Cost Limit	NA
Tenure	2 to 4 Years (Upto 48 Instalments)
Insurance Coverage Options	1.Comprehensive 2.Bumper to Bumper (Zero depreciation)

Mandatory debits towards Vehicle Insurance would be applicable to those opting this scheme.

The company vehicle policy provides more details regarding the vehicle scheme.

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2. Fuel and Vehicle Maintenance Reimbursements

All employees covered by the Company Vehicle Scheme are eligible for fuel and vehicle maintenance reimbursements. Employees using self-owned vehicles are also eligible for such reimbursement.

The limits for Fuel & Vehicle Maintenance for Own Vehicles and Vehicles under Company Vehicle Scheme are as under:

Level	4 Wheeler	2 Wheeler
All Grades	INR 1,80,000 p.a.	INR 36,000 p.a.

In case an employee is using a self-owned vehicle, he/she needs to maintain a vehicle usage log in the system (ESS). Tax exemption will be available upto the limits set out above, subject to submission of supporting documents.

3. Conveyance Allowance

To be opted by an employee to meet the expenditure incurred for the purpose of commuting between place of his/her residence and place of his/her duty. However, this option may be availed only if the employee is not opting for fuel and maintenance reimbursement.

This component is taxable.

j. Housing

1. House Rent Allowance (HRA)

House Rent Allowance is paid in respect of expenses incurred on rented accommodation.

As per Section 10(13A) and Rule 2A of the Income Tax Act and Rules respectively, the lesser of the following is

exempt from tax-

1. An amount equal to 50% of the salary, where the residential house is situated at Mumbai, Kolkata, Delhi or Chennai and an amount equal to 40% of salary where the residential house is situated at any other place;
2. House rent allowance received by the employee in respect of the period during which the rental accommodation is occupied by the employee during the previous year
3. The excess of rent paid over 10% of salary

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2. Company provided Accommodation

In case the employee is opting for an accommodation provided by the company, the basis of valuation will be as under-

Population of City as per 2001 census where Accommodation is provided	Where the Accommodation is owned by the Employer	Where the Accommodation is taken on lease or rent by the Employer
Exceeding 25 lakhs	15% of Salary in respect of the period during which the accommodation is occupied by the Employee	1. 15% of Salary; or 2. Lease rent (paid or payable) by the Employer, whichever is less
Exceeding 10 lakhs but not exceeding 25 lakhs	10% of the Salary in respect of period during which the accommodation is occupied by the Employee	
Any other	7.5% of the Salary in respect of period during which the accommodation is occupied by the Employee	

k. Insurance

i. Group Personal Accident Insurance (GPA)

All Employees are mandatorily covered under the Group Personal Accident Insurance scheme.

The sum insured is INR 25 lakhs and the corresponding debit towards premium is INR 679 per annum.

Benefit Clauses:

1. Death: 100% of sum insured
2. Permanent Total Disablement: 100% of sum insured as per insurance policy
3. Permanent Partial Disablement: varies from 1% to 75% of sum insured as per insurance policy
4. Temporary Total disablement: 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

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ii. Group Term Life Insurance (GTLI)

All employees are mandatorily insured under Group Term Life Insurance. The insured amount and corresponding premium [mandatory debit] are as follows:

Fixed Pay (Base Pay + Choice Pay)	Sum Assured	Mandatory Debit (per annum)
Up to INR 24,99,975	INR 25 Lakhs	INR 3,688
From INR 24,99,975 to below INR 49,99,975	INR 50 Lakhs	INR 7,375
From INR 49,99,975 to below INR 74,99,975	INR 75 Lakhs	INR 11,063
INR 74,99,975 and above	INR 100 Lakhs	INR 14,750

Benefit Clause: -

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

iii. Medical Coverage

The Company endeavors to ensure that financial support is available to all employees to meet their medical needs and those of their dependent family members. All employees are mandatorily covered under this scheme. The coverage and mandatory debits in respect of the same are as follows-

Level	Family Definition	Benefits of Mandatory Coverage
B to F: Company's Management Medical Scheme	Self, Spouse, 3 dependent children (up to 25 years)	Floater Mediclaim Policy of INR 5 Lakhs, Plus Additional floater Mediclaim policy of Domiciliary reimbursement at actuals (as per INR 5 Lakhs the Management Medical Scheme)
	Dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospitalization room category up to Deluxe Single AC Room 2. Dental treatment reimbursement up to INR 15,000 per family p.a. (cosmetics not covered) 3. Full time Retainers shall be covered as per commitment / joining terms 4. For non-allopathy (e.g. Homeopathy, Ayurveda, Unani or other Medical practitioner) treatment, the medical practitioner should be registered as per the guidelines of Indian Medical Association	
G to Below: Group Mediclaim Policy	Family of 7 members - Self, spouse, 3 dependent children (up to 25 years), 2 dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospital Room Category - Eligibility of up to Non- Deluxe Single AC Room 2. Sub limit of Maternity benefit (for first three children) up to INR 50,000 3. Sub limit for OPD basis treatment for Dental INR 1,500 (excluding the cost of dentures, bridges, crowns, scaling, filling, cleaning, polishing and cosmetic dentistry) 4. Sub limit for OPD basis treatment for Eye INR 500 (excluding cost of contact Lens, spectacles and cosmetic treatments)	

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Medical Insurance Debits:
F & Above grades

- INR 30,259 per annum per person for self and spouse
- INR 15,631 per annum per child (upto 25 years)
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for self, spouse and child covered under mandatory policy
- INR 29,154 per annum for dependent parents
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for parents.

G & Below grades :

- INR 29,154 per annum per family unit of 7 members
- INR 12,036 per annum for **Additional** Medical floater cover of INR 5 Lakhs

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Annexure C

Terms and Conditions

01. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

i. Medical Fitness: Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company .

ii. Verification of Particulars: In case the particulars mentioned in your application or the representations or warranties or any other information provided by you are found to be false, inaccurate or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

02. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits payable to you are in consideration of the terms, covenants, and conditions stated in the offer of employment including this Annexure C, and you represent, warrant and covenant to the Company that:

i. You are under no contractual or other restriction or obligation which is inconsistent with the terms or conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

ii. You are under no physical or mental disability that may hinder the performance of your duties / obligations contained herein;

iii. You shall not raise any issue as to the reasonableness of the terms, covenants, or conditions contained herein in any proceeding to enforce these terms, covenants and/or conditions;

iv. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, that is inconsistent herewith

v. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company.

You acknowledge that the terms, covenants, and conditions set forth herein are essential for the Company's protection and are not unreasonable and that the Company has relied on these representations, warranties, and covenants provided by you.

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03. DUTIES AND RESPONSIBILITIES:

i. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability exclusively for the Company. You agree that you will devote all of your working time, attention and best efforts in performing your duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities during the terms hereof. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules, regulations and directions of the Company, as applicable from time to time.

ii. **Non Solicitation:** You will not, during the term of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its affiliates or associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company.

iii. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial shareholding or other beneficial interest in any business enterprise or entity which is engaged in, or is in competition with, any business engaged in by the Company or any of its affiliates or associated companies. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business or entity whose securities are traded on any national stock exchanges or in the over-the-counter market.

v. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Company, as specified from time to time. However, you may be required to work additional hours, from time to time, to carry out your duties and responsibilities effectively.

vi. **Confidentiality and Non-disclosure:** You shall keep confidential and not disclose to any person or entity any information received or that comes to your knowledge during the course of your employment including in relation to the Company, its affiliates, associated companies, and third parties, in relation to any of our or their businesses or operations, particulars or details of manufacturing processes, technical know-how, security arrangements, analysis, compilations, forecasts, studies, summaries, notes, ideas(whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business model/strategies, administrative organizational matters and any other information important for the Company. This shall include information in relation to third parties received by the Company in relation to any transaction being contemplated by the Company. Your obligation to maintain confidentiality of such information shall continue notwithstanding expiry or termination of your employment with the Company.

Third party Confidential obligations & prevention of IP contamination: You shall not use or disclose to the Company any confidential information of any third party received by you in your personal capacity from such a third party under an obligation of confidentiality, or knowingly induce use of such information in the business of the Company. Your employment/engagement with the Company shall not violate any obligation of confidentiality or non-solicitation of employment/assignment with any other party and that in case you are made aware of any such change in circumstances, you will inform the Company immediately of such change in the circumstances. You shall refrain from using/applying information/data in your current employment which qualifies as third party intellectual property to avoid any potential scenario of Intellectual Property contamination.

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vii. **Proprietary Rights:** You will disclose to the Company forthwith any discovery, invention, process or improvement made or discovered by you while in the service of the Company or thereafter, and all the rights, title, interest in such discovery, invention, process or improvement shall automatically belong absolutely to the Company and be the sole, absolute and exclusive property of the Company immediately upon discovery, invention or creation of process or improvement, whether or not delivered to the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letter's patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company and you will execute and deliver all such deeds and documents, including in particular instruments of assignment and do all such acts and things as may be required by the Company for assigning, transferring or otherwise vesting all rights, title and interest in the same and all benefits arising in respect thereof in favor of the Company or its nominee.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

viii. **Safe-keeping of Company's property:** You will be responsible for safe keeping of and returning in good order and condition all properties of the Company, its affiliates and associated companies which may be in your possession, custody, care or charge or being used by you. In case of loss of any such property, the Company will be entitled to assess the value of the loss / damages caused to it and recover the same from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

ix. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of authority or power of attorney issued in your favour and any property or material of the Company or any of its affiliates or associated companies in your possession at the time of cessation of your employment with the Company. You shall also return to the Company all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

x. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have not been expressly authorised nor will you alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous written consent of the Company. You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

xi. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliate or associated companies or any other employee or business associate of the Company or any of its affiliates or associated companies in any public or non-public communication with any customer, client or member of the investment community or media or in any communication whatsoever.

xii. **Confidential nature of terms of employment:** You agree that, save and except as may be required by applicable law, (with the prior consent of the Company), you shall not disclose the terms of your employment to any person.

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xiii. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company.

You agree that the restrictions and remedies contained herein are reasonable and that it is your intention that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

Further, you hereby agree to indemnify and keep fully and effectively indemnified and hold harmless the Company, its affiliates, associates subsidiaries, and the directors, trustees, officers, employees, agents, authorized representatives and successors of all the foregoing from and against any and all claims, suits, actions, legal or other proceedings, demands, damages, liabilities, interest, costs, expenses (including attorney fees), and losses of whatsoever kind or nature incurred or sustained by Company or any of the third party directly or indirectly arising due to breach of any of obligations mentioned in the letter of employment and/or these terms and conditions.

04. TERMINATION OF EMPLOYMENT:

i. Employment At-Will: You acknowledge that your employment is and shall continue to be AT-WILL. This means that you have the right to terminate your employment with the Company at any time without providing any reason in accordance with the provisions hereof. Similarly, the Company may terminate your employment with or without cause at any time and for any reason in accordance with the provisions hereof. Accordingly, this letter of employment is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

ii. Superannuation: In the normal course, you will retire from the company on attaining superannuation at the age of 58 years.

iii. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

a. return to work within 8 days from the commencement of such absence, and

b. give an explanation to the satisfaction of the Company regarding such absence

iv. Medical Fitness: The Company has the right to request you to get yourself medically examined by a certified medical practitioner specified by the Company during the tenure of your employment. In case you are found to be medically unfit to perform your duties, your employment may be terminated.

v. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months notice in writing or payment of three months Basic Salary on a pro rata basis, in lieu thereof. Similarly, you may resign from the Company's employment without cause by giving three months notice in writing or by payment of three months Basic Salary on a pro rata basis, in lieu thereof. In the event of your resignation, the Company may in its sole discretion opt to accept the same and relieve you prior to the completion of the stipulated notice period of three months, without any pay in lieu of the notice period.

vi. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for fraud, misconduct, negligence or breach of any of the terms and conditions of your letter of employment which includes this Annexure C. Without prejudice to the general meaning of the term "misconduct", "misconduct" shall include any case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, or any action of indiscipline or inefficiency.

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vii. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business as the Company or any of its affiliates or associate companies.

viii. Recovery of Payments: (If applicable) Payments made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the Company prior to completion of 1 year from joining the Company.

05. GENERAL:

i. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated at such time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives.

ii. Rules, Regulations and Policies on Ethics: You will be governed by the service rules, regulations and policies including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come into force from time to time. You must observe the policies that the Company publishes / notifies from time to time. These policies include requirement that you maintain the highest standards of conduct and act with the highest ethical principles.

a. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

b. You are required to read and understand all policies applicable to you, all of which are available in the Reliance Management System ("RMS") portal. If you have any questions, now or in the future, please ask the Human Resources Department through the Query Management System in the ESS portal. You may also be required to sign and abide by the Policy on Ethics of the Company and undertake to sign such declarations that the Policy may demand from time to time.

c. Women employees will be entitled to all the statutory benefits provided by the Company under the Maternity Benefit Act 1961, and its subsequent amendments, if any, details of which are set out in the RMS/ESS portal.

iii. Media Interaction: You will not interact with the media - electronic, print or otherwise in

a. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as a representative of the Company. Only persons duly authorized by the Company are permitted to interact with media and then only on specified subjects. Disclosure of any information other than those specifically authorized by the Company is prohibited.

b. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Company.

c. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

d. For any outside publication of books, articles or manuscripts which relate in any manner to the Company's business, policies and processes, you are required to obtain prior written approval of the Company prior to its publication or release.

e. Any violation of the Company's media policy, will tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

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iv. **Jurisdiction:** The letter of employment is made at Mumbai and competent courts of Mumbai shall have jurisdiction over any dispute or difference whatsoever arising out of, under, in relation to or in connection with the letter of employment or breach hereof or in respect of any matter or thing herein contained.

v. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

vi. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

vii. **Change of address:** You will intimate in writing to the Company any change of your residential address within a week of the same changing, failing which any communication sent to you on your last recorded address shall be deemed to have been duly served on you.

viii. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

ix. **Suspension:** You may be placed under suspension pending enquiry into the charges of misconduct or any other breach hereof. The salary for the suspension period will be paid to you only if you are found not guilty of any of the charges for which you are suspended and not otherwise.

x. **Travel:** You shall make your own transport arrangements to and from the place of work.

xi. **Documentation:** Please submit the following documents, if not submitted earlier:

a. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.

b. Three copies of your recent passport size photographs with blue background.

c. Relieving letter and salary certificate from your last employer, in case you are/were employed.

xii. **Severability**: If any term or provision of this letter of employment shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder hereof. If the remainder of this letter is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this letter of employment and such provision shall be replaced by a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

xiii. **Non Waiver**: No delay or omission on the part of Company in exercising any right, power, privilege or remedy in respect of your employment terms shall neither impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single partial exercise of such right, power, privilege or remedy, preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

I confirm that I have read and understood the terms and conditions set out herein and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: Aditya D

Signature:

Date: 24 May 2021

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CIN: U50100MH2015PLC327401

Date: 24 May 2021

Ref No: 5175/63915021/14206060/240521/1215

Dear K Goutham,

Offer of Employment

We are delighted to offer you employment into Reliance BP Mobility Ltd. in the position of Area Sales Rep. - JioBP - TN - Erode, at level **J** in Hydrocarbon group, based at Erode - RO subject to the terms set out in this letter. Your joining date will be 01/06/2021.

Documentation

In addition to this offer letter, please find appended:

- A compensation term sheet
- Components of Compensation
- Terms and conditions
- Other applicable paperwork based upon your specific needs

You are required to read these before you commence your employment.

As mentioned above, your initial posting will be at Erode - RO. During employment with the Company, you may be posted at any other location in India or abroad at any Reliance Group Company without any additional compensation.

Please note that all the compensation, benefits and assistance set out in the attached appendices are not contractual and can be varied, replaced or withdrawn at any time at the Company's absolute discretion.

We would also like to draw your particular attention to our Values and Behaviours. We have six values that express our shared understanding of what we believe, how we aim to behave and what we aspire to be as an organisation. Our values are about delivering customer value, having an ownership mind-set, showing respect and integrity, pursuing excellence and being one team.

Conditions of the offer

This offer of employment is subject to you completing the following requirements 1-4 and providing all of the below information and documentation requested **BEFORE** you commence employment with us. All information / documentation submitted by you will be considered as submitted on your own freewill and consent. We reserve the right to withdraw our offer of employment/ terminate your employment with us without assigning any reason whatsoever thereof, or delay your joining date if you do not provide the required information and documentation within the required timelines or if during this process you intentionally leave out any information or provide any information which is inaccurate or untrue.

1. Confirming your acceptance of this offer of employment, **within two weeks** of the date of this letter as detailed below in Next Steps. By confirming your acceptance, you are also confirming that you do not have any legal or other restrictions that prevent you from commencing employment with us. This includes any outstanding obligations that you may owe to your current/previous employer

2. Providing evidence (such as your passport, national identity card or work permit) of being entitled to live and work in India for RIL

3. Clearing the employment reference checks, background checks, medical checks and receiving satisfactory reports.

4. Providing (what the company considers appropriate) evidence of your qualifications if requested

(This letter is computer generated and does not necessarily require a signature)

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Next Steps

This offer will remain valid for two weeks from the date of this letter, after which time it will lapse. In the next two weeks, we request that you contact your Recruiter, Pragya Chaturvedi as soon as possible to discuss our offer and if you have any other questions about joining our organization.

Please then confirm your acceptance of this offer by clicking 'Accept' button online. Please also return any additional documents requested at 1-4 above and any other documents you are requested to send to us by the two week deadline.

This offer is confidential and you must not discuss this or disclose any documentation related to it with anyone other than your immediate family. Any disclosure of the details of this offer to a third party other than your immediate family may result in withdrawal of the offer.

We very much hope you will accept this offer of employment and look forward to welcoming you to the Company.

Yours sincerely,

Authorized Signatory

(This letter is computer generated and does not necessarily require a signature)

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ANNEXURE A

Compensation Term Sheet

1.1 Annual Compensation Summary

Name: K Goutham
Level: J

Details of Compensation	Monthly (INR)	Annual (INR)
I. Components of Compensation		
Basic Pay	16,779	2,01,353
Medical Reimbursement	1,250	15,000
Food Coupon	2,750	33,000
Gift Coupon	417	5,000
Leave Travel Allowance	2,797	33,559
Residual Choice Pay	10,001	1,20,008
Vehicle		
Company Vehicle Scheme	Refer Annexure B	
Fuel & Maintenance		
Conveyance Allowance		
Housing		
House Rent Allowance	8,390	1,00,676
Insurance		
GPA Insurance Premium (GPA)	57	679
Group Term Life Insurance Premium	307	3,688
Medical Insurance Premium * (Self, Spouse, 3 Dependent Children & Dependent Parents)	3,432	41,190
SUB TOTAL - I	46,179	5,54,153
II. Retirals		
Employer's Contribution to Provident Fund: PF (12% of Basic Pay)	2,014	24,162
Gratuity (4.81% of Basic Pay)	807	9,685
SUB TOTAL - II	2,821	33,847
FIXED PAY (I + II)	49,000	5,88,000
III. Annual Cash Bonus (ACB)		
Annual Cash Bonus	6,500	78,000
SUB TOTAL - III	6,500	78,000
TOTAL PAY (I + II + III)	55,500	6,66,000

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***Medical Insurance premium -**
For employees joining at level F or above, you are requested to update your information on the ESS portal (Employee Self Service) after joining the organization in order to ensure that the coverage for Medical Insurance is as desired.

***Provident Fund -**
Employee makes an equal contribution from his salary towards Provident Fund.

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1.2 Tax Status of compensation elements

Below table shows all of the Total Pay components and their taxability status.

S.No.	Total Pay Components	Taxability Status (as per prevailing norms)
I	**Base Salary**	
a.	Basic Salary	Taxable
b.	Provident Fund Contribution (PF)	Please refer Annexure B
c.	Gratuity	Please refer Annexure B
II	**Choice Pay**	
a.	Medical Reimbursement	Taxable
b.	Food Coupon	Tax exempt subject to conditions
c.	Gift Coupon	Tax exempt subject to conditions
d.	Leave Travel Allowance (LTA)	Tax exempt subject to conditions
e.	Office Wear Allowance (OWA)	Tax exempt subject to conditions (only applicable to locations having a 'Uniform Policy')
f.	Children's Education Allowance (CEA)	Tax exempt subject to conditions
g.	Children's Hostel Allowance (CHA)	Tax exempt subject to conditions
h.	Residual Choice Pay (RCP)	Taxable
i.	**Vehicle**	
1.	Company Lease Vehicle Scheme	Tax exempt (up to the value of EMI)
2.	Fuel and Vehicle Maintenance Reimbursement	Tax exempt (Taxable Perquisite Notional Value)
3.	Conveyance Allowance	Taxable
j.	**Housing**	
1.	House Rent Allowance (HRA)	Tax exempt subject to conditions
2.	Company Accommodation (where it is provided)	Taxable Perquisite
k.	**Insurance**	
1.	Group Personal Accident Insurance Premium (GPA)	Tax exempt
2.	Group Term Life Insurance Premium (GTLI)	Tax exempt
3.	Medical Insurance Premium	Tax exempt
III	**Annual Cash Bonus (ACB) / Performance Linked Incentive (PLI)**	Taxable, If Applicable

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Please Note:-

- The income tax calculation is provisional and is based on the current income tax rules (**Rules**). Any change in the Rules may impact the income tax projections.

- You shall bear and pay the tax liabilities, if any, applicable in relation to all the perquisites or benefits provided to you in accordance with the provisions of this Agreement. Please note that all the details set out above are indicative and subject to change with change in Indian tax policies and rules.

- Employee shall be solely responsible for the payment of any and all taxes on salary / income, employee benefits and personal income. You are advised to get updated information in relation to the income tax calculation on your salary from independent external advisors

- Fixed Pay elements like fuel and maintenance reimbursement, office wear allowance, medical reimbursement, LTA will be reimbursed at actuals based on the bills submitted and in case the reimbursement amount falls short of the amount chosen, the balance will be paid as taxable allowance.

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Annexure B

Components of Total Pay

The Company follows a Total Pay structure that reflects the total cost of an employee to the Company this includes all direct and indirect payments including all benefits, perquisites, subsidies, and Annual Cash Bonus (**ACB**). This structure is being followed so as to provide flexibility to the employees in structuring their compensation package. The components within each category of payments are discretionary and these components may be changed by the Company from time to time without notice.

The main components under the Total Pay structure are as follows:

I. Components of Compensation

1. **Base Salary:** This is first part of the total pay, which may include Basic Salary, PF and Gratuity

   a. **Basic Salary:** This is the base pay component of the fixed pay and is the reference salary for provident fund and gratuity contribution.

   b. **Provident Fund (PF)**:

   The contributions payable by the Employer under the scheme shall be at the rate specified under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (**PF Act**). The current rate of contribution is 12% of PF Salary. Employee also contributes an equal amount from his/her monthly salary, as per PF Act. Both of these are remitted on a monthly basis to the Company's PF Trust / RPFC.

   Out of the Employer's contribution, a portion (presently 8.33% of PF Salary subject to a maximum of INR 1250) is deposited into the Employees' Pension Scheme. The part of the company's contribution deposited under Employees' Pension Scheme to RPFC is to provide employees with pension on retirement or after completion of a specified period of service. TDS recovery from PF settlement will be as per the relevant provision of the Income Tax Act, 1961.

   Benefits associated with Employees' Provident Fund and Employees' Pension Scheme will be as per the prevailing rules and regulations outlined in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Employees are advised to refer to EPFO site (http://www.epfindia.com/) for detailed rules, procedures and any other updates.

   Please note that the contribution amounts, limits, withdrawals and other rules applicable to the PF and pension are subject to applicable Indian laws in force from time to time. Employee is bound to adhere to all changes in the applicable law. Any implications on contribution, accumulation and withdrawal conditions outlined in the Employees' Provident Fund and Employees' Pension Scheme is to be borne by the employee. To understand implications associated with any such change in relevant laws or the Employees' Provident Fund and Employees' Pension Scheme, employees are recommended to solicit independent external advice.

   c. **Gratuity**

   Employer's contribution to the Company's Gratuity Fund will be as specified under 'The Payment of Gratuity Act ,1972'. Currently, the Employer's contribution to the Company's Gratuity fund is @ 4.81% of Basic Salary. Gratuity shall be payable to an employee on completion / end of his /her employment with the Company provided he/she has rendered continuous service for a minimum period of 4 years and 240 days. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment and in the event of separation prior to such 4 years and 240 days, the same will be paid as ex-gratia, except in case of separation due to disciplinary grounds.

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Gratuity is calculated as follows:

(Last Drawn Salary / 26 Days) x 15 days x Number of completed years of service (In the case of death, the minimum service requirement does not apply)

For every completed year of service or part thereof in excess of 6 months, the employer will pay the employee gratuity at the rate of 15 days wages based on the rate of wages last drawn by such employee. Income Tax on the gratuity payment will be applicable as per Income Tax Rules. In the event an employee fails to complete 4 years and 240 days of continuous service, ex-gratia will be paid up to the amount of gratuity accumulated and will be subject to prevailing Income Tax Rules.

Maximum Amount of Gratuity which will be exempt from Income Tax will be as per 'The Payment of Gratuity Act, 1972'.

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2. Choice Pay :

This is second part of the total pay. Subject to eligibility and availability of amount mentioned under various components in Annexure A, an employee may opt for all the allowances or combination of them

a. Medical Reimbursement

Employee may opt for medical reimbursement for expenses incurred by the employee to meet health related expenditure, such as medicines, doctor's fees etc. of the employee and his/her family members. Medical expenses up to a maximum of INR 15,000 per annum will be reimbursed at actuals against production of bills.

This component is taxable.

b. Food Coupons

Employee may opt for Sodexo / Accor Pass Meal Vouchers. These are food coupons that can be exchanged for food and beverages at all approved affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

c. Gift Coupons

Employee may opt for gift coupons. Company provides Sodexo / Accor Pass Gift Vouchers that can be used to buy dailynecessities at over 6000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

Up to INR 5,000 per annum is tax exempt.

d. Leave Travel Allowance (LTA)

Employee may opt for LTA. It refers to reimbursement by Company of actual expenses incurred only on travel by employee along with their dependents to any place within India. Expenses such as hotel accommodation, sightseeing, food etc. are not eligible to be reimbursed as LTA or for tax exemption. The following qualifying criteria are to be met for claiming LTA:

1. Employee must necessarily take 5 days of continuous Privilege Leave.
2. The family for this purpose includes spouse, unmarried dependent children (maximum of two only), parents and dependent brothers and sisters.
3. No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be up to 2 months' basic salary) that employee wishes to avail as part of employee's choice pay component. This choice has to be made by employee initially at the time of joining and thereafter at the beginning of each financial year. A mid-year change in the quantum of LTA is not permissible.

As per current Income Tax rules, tax exemption for LTA is allowed twice in a block of 4 calendar years. Tax authorities have defined the current 4 year block as being from 1 January 2018 - 31 December 2021.

The quantum of exemption is subject to following maximum limits depending on the mode of transport used or available:-

1. Journey by air: Economy class air fare of national carrier by shortest route or the actual amount spent, whichever is lesser
2. Journey by rail: AC first class fare by shortest route or the actual amount spent, whichever is lesser
3. Place of origin and place of destination connected by rail but journey performed by other mode of transport: AC first class fare by shortest route or the actual amount spent, whichever is lesser
4. Place of origin and place of destination not connected by rail (partially or fully) and not connected by other recognized public transport system: AC first class fare by the shortest route or the actual amount spent, whichever is lesser

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e. Office Wear Allowance (OWA)

Only employees' working at locations where a `Uniform Policy' is in place may opt for OWA.

OWA is an allowance provided to employees to meet expenditures incurred by him/her towards purchase of uniform to be worn at the workplace.

OWA is tax exempt subject to the following limits:-

a. For all Grade: INR 24,000

f. Children's Education Allowance (CEA)

Employee may opt for CEA to meet education expenses of their children.

INR 100 per month per child subject to a maximum of two children is tax exempt

g. Children's Hostel Allowance (CHA)

Employee may opt for CHA to meet hostel expenses of their children.

INR 300 per month per child subject to a maximum of two children, is tax exempt

h. Residual Choice Pay (RCP)

The balance un-utilized amount is paid under the salary head as "Residual Choice Pay" and is subject to tax.

Please note that you are required to make a declaration within 7 days of joining the Company and at the beginning of each financial year and thereafter from time to time within the timelines notified by the company, regarding the amounts to be claimed under each expense mentioned above. You are required to submit all bills and other supporting documents on or by 15th January for each financial year

i. Vehicle

1. Company Leased Vehicle Scheme (CLV)

As part of the compensation structure the company offers an option of availing a vehicle under the prevailing company vehicle policy, subject to eligibility. The major features of the scheme are as follows:

Parameter	Four Wheeler
Scheme Details	Company Leased Vehicle (CLV)
EMI Calculation Base	Vehicle Invoice Value (Final on-road price, excluding taxes)
EMI Limit	Grade `H' and above - upto 100% of Residual Choice Pay Grade `I' and below - upto 50% of Residual Choice Pay
Interest rate	11.5 % per annum on monthly reducing balance basis
Vehicle Cost Limit	NA
Tenure	2 to 4 Years (Upto 48 Instalments)
Insurance Coverage Options	1.Comprehensive 2.Bumper to Bumper (Zero depreciation)

Mandatory debits towards Vehicle Insurance would be applicable to those opting this scheme.

The company vehicle policy provides more details regarding the vehicle scheme.

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2. Fuel and Vehicle Maintenance Reimbursements

All employees covered by the Company Vehicle Scheme are eligible for fuel and vehicle maintenance reimbursements. Employees using self-owned vehicles are also eligible for such reimbursement.

The limits for Fuel & Vehicle Maintenance for Own Vehicles and Vehicles under Company Vehicle Scheme are as under:

Level	4 Wheeler	2 Wheeler
All Grades	INR 1,80,000 p.a.	INR 36,000 p.a.

In case an employee is using a self-owned vehicle, he/she needs to maintain a vehicle usage log in the system (ESS). Tax exemption will be available upto the limits set out above, subject to submission of supporting documents.

3. Conveyance Allowance

To be opted by an employee to meet the expenditure incurred for the purpose of commuting between place of his/her residence and place of his/her duty. However, this option may be availed only if the employee is not opting for fuel and maintenance reimbursement.

This component is taxable.

j. Housing

1. House Rent Allowance (HRA)

House Rent Allowance is paid in respect of expenses incurred on rented accommodation.

As per Section 10(13A) and Rule 2A of the Income Tax Act and Rules respectively, the lesser of the following is

exempt from tax-

1. An amount equal to 50% of the salary, where the residential house is situated at Mumbai, Kolkata, Delhi or Chennai and an amount equal to 40% of salary where the residential house is situated at any other place;
2. House rent allowance received by the employee in respect of the period during which the rental accommodation is occupied by the employee during the previous year
3. The excess of rent paid over 10% of salary

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2. Company provided Accommodation

In case the employee is opting for an accommodation provided by the company, the basis of valuation will be as under-

Population of City as per 2001 census where Accommodation is provided	Where the Accommodation is owned by the Employer	Where the Accommodation is taken on lease or rent by the Employer
Exceeding 25 lakhs	15% of Salary in respect of the period during which the accommodation is occupied by the Employee	1. 15% of Salary; or 2. Lease rent (paid or payable) by the Employer, whichever is less
Exceeding 10 lakhs but not exceeding 25 lakhs	10% of the Salary in respect of period during which the accommodation is occupied by the Employee	
Any other	7.5% of the Salary in respect of period during which the accommodation is occupied by the Employee	

k. Insurance

i. Group Personal Accident Insurance (GPA)

All Employees are mandatorily covered under the Group Personal Accident Insurance scheme.

The sum insured is INR 25 lakhs and the corresponding debit towards premium is INR 679 per annum.

Benefit Clauses:

1. Death: 100% of sum insured
2. Permanent Total Disablement: 100% of sum insured as per insurance policy
3. Permanent Partial Disablement: varies from 1% to 75% of sum insured as per insurance policy
4. Temporary Total disablement: 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

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ii. Group Term Life Insurance (GTLI)

All employees are mandatorily insured under Group Term Life Insurance. The insured amount and corresponding premium [mandatory debit] are as follows:

Fixed Pay (Base Pay + Choice Pay)	Sum Assured	Mandatory Debit (per annum)
Up to INR 24,99,975	INR 25 Lakhs	INR 3,688
From INR 24,99,975 to below INR 49,99,975	INR 50 Lakhs	INR 7,375
From INR 49,99,975 to below INR 74,99,975	INR 75 Lakhs	INR 11,063
INR 74,99,975 and above	INR 100 Lakhs	INR 14,750

Benefit Clause: -

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

iii. Medical Coverage

The Company endeavors to ensure that financial support is available to all employees to meet their medical needs and those of their dependent family members. All employees are mandatorily covered under this scheme. The coverage and mandatory debits in respect of the same are as follows-

Level	Family Definition	Benefits of Mandatory Coverage
B to F: Company's Management Medical Scheme	Self, Spouse, 3 dependent children (up to 25 years)	Floater Mediclaim Policy of INR 5 Lakhs, Plus Additional floater Mediclaim policy of Domiciliary reimbursement at actuals (as per INR 5 Lakhs the Management Medical Scheme)
	Dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospitalization room category up to Deluxe Single AC Room 2. Dental treatment reimbursement up to INR 15,000 per family p.a. (cosmetics not covered) 3. Full time Retainers shall be covered as per commitment / joining terms 4. For non-allopathy (e.g. Homeopathy, Ayurveda, Unani or other Medical practitioner) treatment, the medical practitioner should be registered as per the guidelines of Indian Medical Association	
G to Below: Group Mediclaim Policy	Family of 7 members - Self, spouse, 3 dependent children (up to 25 years), 2 dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospital Room Category - Eligibility of up to Non- Deluxe Single AC Room 2. Sub limit of Maternity benefit (for first three children) up to INR 50,000 3. Sub limit for OPD basis treatment for Dental INR 1,500 (excluding the cost of dentures, bridges, crowns, scaling, filling, cleaning, polishing and cosmetic dentistry) 4. Sub limit for OPD basis treatment for Eye INR 500 (excluding cost of contact Lens, spectacles and cosmetic treatments)	

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Medical Insurance Debits:
F & Above grades

- INR 30,259 per annum per person for self and spouse
- INR 15,631 per annum per child (upto 25 years)
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for self, spouse and child covered under mandatory policy
- INR 29,154 per annum for dependent parents
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for parents.

G & Below grades :

- INR 29,154 per annum per family unit of 7 members
- INR 12,036 per annum for **Additional** Medical floater cover of INR 5 Lakhs

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Annexure C

Terms and Conditions

01. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

i. Medical Fitness: Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company .

ii. Verification of Particulars: In case the particulars mentioned in your application or the representations or warranties or any other information provided by you are found to be false, inaccurate or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

02. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits payable to you are in consideration of the terms, covenants, and conditions stated in the offer of employment including this Annexure C, and you represent, warrant and covenant to the Company that:

i. You are under no contractual or other restriction or obligation which is inconsistent with the terms or conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

ii. You are under no physical or mental disability that may hinder the performance of your duties / obligations contained herein;

iii. You shall not raise any issue as to the reasonableness of the terms, covenants, or conditions contained herein in any proceeding to enforce these terms, covenants and/or conditions;

iv. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, that is inconsistent herewith

v. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company.

You acknowledge that the terms, covenants, and conditions set forth herein are essential for the Company's protection and are not unreasonable and that the Company has relied on these representations, warranties, and covenants provided by you.

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03. DUTIES AND RESPONSIBILITIES:

i. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability exclusively for the Company. You agree that you will devote all of your working time, attention and best efforts in performing your duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities during the terms hereof. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules, regulations and directions of the Company, as applicable from time to time.

ii. **Non Solicitation:** You will not, during the term of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its affiliates or associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company.

iii. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial shareholding or other beneficial interest in any business enterprise or entity which is engaged in, or is in competition with, any business engaged in by the Company or any of its affiliates or associated companies. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business or entity whose securities are traded on any national stock exchanges or in the over-the-counter market.

v. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Company, as specified from time to time. However, you may be required to work additional hours, from time to time, to carry out your duties and responsibilities effectively.

vi. **Confidentiality and Non-disclosure:** You shall keep confidential and not disclose to any person or entity any information received or that comes to your knowledge during the course of your employment including in relation to the Company, its affiliates, associated companies, and third parties, in relation to any of our or their businesses or operations, particulars or details of manufacturing processes, technical know-how, security arrangements, analysis, compilations, forecasts, studies, summaries, notes, ideas(whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business model/strategies, administrative organizational matters and any other information important for the Company. This shall include information in relation to third parties received by the Company in relation to any transaction being contemplated by the Company. Your obligation to maintain confidentiality of such information shall continue notwithstanding expiry or termination of your employment with the Company.

Third party Confidential obligations & prevention of IP contamination: You shall not use or disclose to the Company any confidential information of any third party received by you in your personal capacity from such a third party under an obligation of confidentiality, or knowingly induce use of such information in the business of the Company. Your employment/engagement with the Company shall not violate any obligation of confidentiality or non-solicitation of employment/assignment with any other party and that in case you are made aware of any such change in circumstances, you will inform the Company immediately of such change in the circumstances. You shall refrain from using/applying information/data in your current employment which qualifies as third party intellectual property to avoid any potential scenario of Intellectual Property contamination.

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vii. **Proprietary Rights:** You will disclose to the Company forthwith any discovery, invention, process or improvement made or discovered by you while in the service of the Company or thereafter, and all the rights, title, interest in such discovery, invention, process or improvement shall automatically belong absolutely to the Company and be the sole, absolute and exclusive property of the Company immediately upon discovery, invention or creation of process or improvement, whether or not delivered to the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letter's patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company and you will execute and deliver all such deeds and documents, including in particular instruments of assignment and do all such acts and things as may be required by the Company for assigning, transferring or otherwise vesting all rights, title and interest in the same and all benefits arising in respect thereof in favor of the Company or its nominee.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

viii. **Safe-keeping of Company's property:** You will be responsible for safe keeping of and returning in good order and condition all properties of the Company, its affiliates and associated companies which may be in your possession, custody, care or charge or being used by you. In case of loss of any such property, the Company will be entitled to assess the value of the loss / damages caused to it and recover the same from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

ix. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of authority or power of attorney issued in your favour and any property or material of the Company or any of its affiliates or associated companies in your possession at the time of cessation of your employment with the Company. You shall also return to the Company all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

x. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have not been expressly authorised nor will you alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous written consent of the Company. You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

xi. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliate or associated companies or any other employee or business associate of the Company or any of its affiliates or associated companies in any public or non-public communication with any customer, client or member of the investment community or media or in any communication whatsoever.

xii. **Confidential nature of terms of employment:** You agree that, save and except as may be required by applicable law, (with the prior consent of the Company), you shall not disclose the terms of your employment to any person.

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xiii. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company.

You agree that the restrictions and remedies contained herein are reasonable and that it is your intention that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

Further, you hereby agree to indemnify and keep fully and effectively indemnified and hold harmless the Company, its affiliates, associates subsidiaries, and the directors, trustees, officers, employees, agents, authorized representatives and successors of all the foregoing from and against any and all claims, suits, actions, legal or other proceedings, demands, damages, liabilities, interest, costs, expenses (including attorney fees), and losses of whatsoever kind or nature incurred or sustained by Company or any of the third party directly or indirectly arising due to breach of any of obligations mentioned in the letter of employment and/or these terms and conditions.

04. TERMINATION OF EMPLOYMENT:

i. Employment At-Will: You acknowledge that your employment is and shall continue to be AT-WILL. This means that you have the right to terminate your employment with the Company at any time without providing any reason in accordance with the provisions hereof. Similarly, the Company may terminate your employment with or without cause at any time and for any reason in accordance with the provisions hereof. Accordingly, this letter of employment is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

ii. Superannuation: In the normal course, you will retire from the company on attaining superannuation at the age of 58 years.

iii. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

a. return to work within 8 days from the commencement of such absence, and

b. give an explanation to the satisfaction of the Company regarding such absence

iv. Medical Fitness: The Company has the right to request you to get yourself medically examined by a certified medical practitioner specified by the Company during the tenure of your employment. In case you are found to be medically unfit to perform your duties, your employment may be terminated.

v. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months notice in writing or payment of three months Basic Salary on a pro rata basis, in lieu thereof. Similarly, you may resign from the Company's employment without cause by giving three months notice in writing or by payment of three months Basic Salary on a pro rata basis, in lieu thereof. In the event of your resignation, the Company may in its sole discretion opt to accept the same and relieve you prior to the completion of the stipulated notice period of three months, without any pay in lieu of the notice period.

vi. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for fraud, misconduct, negligence or breach of any of the terms and conditions of your letter of employment which includes this Annexure C. Without prejudice to the general meaning of the term "misconduct", "misconduct" shall include any case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, or any action of indiscipline or inefficiency.

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vii. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business as the Company or any of its affiliates or associate companies.

viii. Recovery of Payments: (If applicable) Payments made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the Company prior to completion of 1 year from joining the Company.

05. GENERAL:

i. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated at such time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives.

ii. Rules, Regulations and Policies on Ethics: You will be governed by the service rules, regulations and policies including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come into force from time to time. You must observe the policies that the Company publishes / notifies from time to time. These policies include requirement that you maintain the highest standards of conduct and act with the highest ethical principles.

a. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

b. You are required to read and understand all policies applicable to you, all of which are available in the Reliance Management System ("RMS") portal. If you have any questions, now or in the future, please ask the Human Resources Department through the Query Management System in the ESS portal. You may also be required to sign and abide by the Policy on Ethics of the Company and undertake to sign such declarations that the Policy may demand from time to time.

c. Women employees will be entitled to all the statutory benefits provided by the Company under the Maternity Benefit Act 1961, and its subsequent amendments, if any, details of which are set out in the RMS/ESS portal.

iii. Media Interaction: You will not interact with the media - electronic, print or otherwise in

a. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as a representative of the Company. Only persons duly authorized by the Company are permitted to interact with media and then only on specified subjects. Disclosure of any information other than those specifically authorized by the Company is prohibited.

b. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Company.

c. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

d. For any outside publication of books, articles or manuscripts which relate in any manner to the Company's business, policies and processes, you are required to obtain prior written approval of the Company prior to its publication or release.

e. Any violation of the Company's media policy, will tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

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iv. **Jurisdiction:** The letter of employment is made at Mumbai and competent courts of Mumbai shall have jurisdiction over any dispute or difference whatsoever arising out of, under, in relation to or in connection with the letter of employment or breach hereof or in respect of any matter or thing herein contained.

v. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

vi. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

vii. **Change of address:** You will intimate in writing to the Company any change of your residential address within a week of the same changing, failing which any communication sent to you on your last recorded address shall be deemed to have been duly served on you.

viii. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

ix. **Suspension:** You may be placed under suspension pending enquiry into the charges of misconduct or any other breach hereof. The salary for the suspension period will be paid to you only if you are found not guilty of any of the charges for which you are suspended and not otherwise.

x. **Travel:** You shall make your own transport arrangements to and from the place of work.

xi. **Documentation:** Please submit the following documents, if not submitted earlier:

a. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.

b. Three copies of your recent passport size photographs with blue background.

c. Relieving letter and salary certificate from your last employer, in case you are/were employed.

xii. **Severability**: If any term or provision of this letter of employment shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder hereof. If the remainder of this letter is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this letter of employment and such provision shall be replaced by a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

xiii. **Non Waiver**: No delay or omission on the part of Company in exercising any right, power, privilege or remedy in respect of your employment terms shall neither impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single partial exercise of such right, power, privilege or remedy, preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

I confirm that I have read and understood the terms and conditions set out herein and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: K Goutham

Signature:

Date: 24 May 2021

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Date: 31 May 2021

Ref No: 5175/64088412/14222116/310521/1226

Dear AdityaRajendra Sakpal,

Offer of Employment

We are delighted to offer you employment into Reliance BP Mobility Ltd. in the position of Area Sales Rep. - JioBP - MH1 - Kolhapur, at level **J** in Hydrocarbon group, based at Kolhapur - RO - MHF126 subject to the terms set out in this letter. Your joining date will be 01/06/2021.

Documentation

In addition to this offer letter, please find appended:

- A compensation term sheet
- Components of Compensation
- Terms and conditions
- Other applicable paperwork based upon your specific needs

You are required to read these before you commence your employment.

As mentioned above, your initial posting will be at Kolhapur - RO - MHF126. During employment with the Company, you may be posted at any other location in India or abroad at any Reliance Group Company without any additional compensation.

Please note that all the compensation, benefits and assistance set out in the attached appendices are not contractual and can be varied, replaced or withdrawn at any time at the Company's absolute discretion.

We would also like to draw your particular attention to our Values and Behaviours. We have six values that express our shared understanding of what we believe, how we aim to behave and what we aspire to be as an organisation. Our values are about delivering customer value, having an ownership mind-set, showing respect and integrity, pursuing excellence and being one team.

Conditions of the offer

This offer of employment is subject to you completing the following requirements 1-4 and providing all of the below information and documentation requested **BEFORE** you commence employment with us. All information / documentation submitted by you will be considered as submitted on your own freewill and consent. We reserve the right to withdraw our offer of employment/ terminate your employment with us without assigning any reason whatsoever thereof, or delay your joining date if you do not provide the required information and documentation within the required timelines or if during this process you intentionally leave out any information or provide any information which is inaccurate or untrue.

1. Confirming your acceptance of this offer of employment, **within two weeks** of the date of this letter as detailed below in Next Steps. By confirming your acceptance, you are also confirming that you do not have any legal or other restrictions that prevent you from commencing employment with us. This includes any outstanding obligations that you may owe to your current/previous employer
2. Providing evidence (such as your passport, national identity card or work permit) of being entitled to live and work in India for RIL
3. Clearing the employment reference checks, background checks, medical checks and receiving satisfactory reports.
4. Providing (what the company considers appropriate) evidence of your qualifications if requested

(This letter is computer generated and does not necessarily require a signature)

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Next Steps

This offer will remain valid for two weeks from the date of this letter, after which time it will lapse. In the next two weeks, we request that you contact your Recruiter, Pragya Chaturvedi as soon as possible to discuss our offer and if you have any other questions about joining our organization.

Please then confirm your acceptance of this offer by clicking 'Accept' button online. Please also return any additional documents requested at 1-4 above and any other documents you are requested to send to us by the two week deadline.

This offer is confidential and you must not discuss this or disclose any documentation related to it with anyone other than your immediate family. Any disclosure of the details of this offer to a third party other than your immediate family may result in withdrawal of the offer.

We very much hope you will accept this offer of employment and look forward to welcoming you to the Company.

Yours sincerely,

Authorized Signatory

(This letter is computer generated and does not necessarily require a signature)

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ANNEXURE A

Compensation Term Sheet

1.1 Annual Compensation Summary

Name: **AdityaRajendra Sakpal**
Level: **J**

Details of Compensation	Monthly (INR)	Annual (INR)
I. Components of Compensation		
Basic Pay	16,779	2,01,353
Medical Reimbursement	1,250	15,000
Food Coupon	2,750	33,000
Gift Coupon	417	5,000
Leave Travel Allowance	2,797	33,559
Residual Choice Pay	10,001	1,20,008
Vehicle		
Company Vehicle Scheme	Refer Annexure B	
Fuel & Maintenance		
Conveyance Allowance		
Housing		
House Rent Allowance	8,390	1,00,676
Insurance		
GPA Insurance Premium (GPA)	57	679
Group Term Life Insurance Premium	307	3,688
Medical Insurance Premium * (Self, Spouse, 3 Dependent Children & Dependent Parents)	3,432	41,190
SUB TOTAL - I	46,179	5,54,153
II. Retirals		
Employer's Contribution to Provident Fund: PF (12% of Basic Pay)	2,014	24,162
Gratuity (4.81% of Basic Pay)	807	9,685
SUB TOTAL - II	2,821	33,847
FIXED PAY (I + II)	49,000	5,88,000
III. Annual Cash Bonus (ACB)		
Annual Cash Bonus	6,500	78,000
SUB TOTAL - III	6,500	78,000
TOTAL PAY (I + II + III)	55,500	6,66,000

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***Medical Insurance premium -**
For employees joining at level F or above, you are requested to update your information on the ESS portal (Employee Self Service) after joining the organization in order to ensure that the coverage for Medical Insurance is as desired.

***Provident Fund -**
Employee makes an equal contribution from his salary towards Provident Fund.

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1.2 Tax Status of compensation elements

Below table shows all of the Total Pay components and their taxability status.

S.No.	Total Pay Components	Taxability Status (as per prevailing norms)
I	**Base Salary**	
a.	Basic Salary	Taxable
b.	Provident Fund Contribution (PF)	Please refer Annexure B
c.	Gratuity	Please refer Annexure B
II	**Choice Pay**	
a.	Medical Reimbursement	Taxable
b.	Food Coupon	Tax exempt subject to conditions
c.	Gift Coupon	Tax exempt subject to conditions
d.	Leave Travel Allowance (LTA)	Tax exempt subject to conditions
e.	Office Wear Allowance (OWA)	Tax exempt subject to conditions (only applicable to locations having a 'Uniform Policy')
f.	Children's Education Allowance (CEA)	Tax exempt subject to conditions
g.	Children's Hostel Allowance (CHA)	Tax exempt subject to conditions
h.	Residual Choice Pay (RCP)	Taxable
i.	**Vehicle**	
1.	Company Lease Vehicle Scheme	Tax exempt (up to the value of EMI)
2.	Fuel and Vehicle Maintenance Reimbursement	Tax exempt (Taxable Perquisite Notional Value)
3.	Conveyance Allowance	Taxable
j.	**Housing**	
1.	House Rent Allowance (HRA)	Tax exempt subject to conditions
2.	Company Accommodation (where it is provided)	Taxable Perquisite
k.	**Insurance**	
1.	Group Personal Accident Insurance Premium (GPA)	Tax exempt
2.	Group Term Life Insurance Premium (GTLI)	Tax exempt
3.	Medical Insurance Premium	Tax exempt
III	**Annual Cash Bonus (ACB) / Performance Linked Incentive (PLI)**	Taxable, If Applicable

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Please Note:-

- The income tax calculation is provisional and is based on the current income tax rules (**Rules**). Any change in the Rules may impact the income tax projections.

- You shall bear and pay the tax liabilities, if any, applicable in relation to all the perquisites or benefits provided to you in accordance with the provisions of this Agreement. Please note that all the details set out above are indicative and subject to change with change in Indian tax policies and rules.

- Employee shall be solely responsible for the payment of any and all taxes on salary / income, employee benefits and personal income. You are advised to get updated information in relation to the income tax calculation on your salary from independent external advisors

- Fixed Pay elements like fuel and maintenance reimbursement, office wear allowance, medical reimbursement, LTA will be reimbursed at actuals based on the bills submitted and in case the reimbursement amount falls short of the amount chosen, the balance will be paid as taxable allowance.

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Annexure B

Components of Total Pay

The Company follows a Total Pay structure that reflects the total cost of an employee to the Company this includes all direct and indirect payments including all benefits, perquisites, subsidies, and Annual Cash Bonus (**ACB**). This structure is being followed so as to provide flexibility to the employees in structuring their compensation package. The components within each category of payments are discretionary and these components may be changed by the Company from time to time without notice.

The main components under the Total Pay structure are as follows:

I. Components of Compensation

1. **Base Salary:** This is first part of the total pay, which may include Basic Salary, PF and Gratuity

   a. **Basic Salary:** This is the base pay component of the fixed pay and is the reference salary for provident fund and gratuity contribution.

   b. **Provident Fund (PF)**:

   The contributions payable by the Employer under the scheme shall be at the rate specified under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (**PF Act**). The current rate of contribution is 12% of PF Salary. Employee also contributes an equal amount from his/her monthly salary, as per PF Act. Both of these are remitted on a monthly basis to the Company's PF Trust / RPFC.

   Out of the Employer's contribution, a portion (presently 8.33% of PF Salary subject to a maximum of INR 1250) is deposited into the Employees' Pension Scheme. The part of the company's contribution deposited under Employees' Pension Scheme to RPFC is to provide employees with pension on retirement or after completion of a specified period of service. TDS recovery from PF settlement will be as per the relevant provision of the Income Tax Act, 1961.

   Benefits associated with Employees' Provident Fund and Employees' Pension Scheme will be as per the prevailing rules and regulations outlined in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Employees are advised to refer to EPFO site (http://www.epfindia.com/) for detailed rules, procedures and any other updates.

   Please note that the contribution amounts, limits, withdrawals and other rules applicable to the PF and pension are subject to applicable Indian laws in force from time to time. Employee is bound to adhere to all changes in the applicable law. Any implications on contribution, accumulation and withdrawal conditions outlined in the Employees' Provident Fund and Employees' Pension Scheme is to be borne by the employee. To understand implications associated with any such change in relevant laws or the Employees' Provident Fund and Employees' Pension Scheme, employees are recommended to solicit independent external advice.

   c. **Gratuity**

   Employer's contribution to the Company's Gratuity Fund will be as specified under 'The Payment of Gratuity Act ,1972'. Currently, the Employer's contribution to the Company's Gratuity fund is @ 4.81% of Basic Salary. Gratuity shall be payable to an employee on completion / end of his /her employment with the Company provided he/she has rendered continuous service for a minimum period of 4 years and 240 days. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment and in the event of separation prior to such 4 years and 240 days, the same will be paid as ex-gratia, except in case of separation due to disciplinary grounds.

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Gratuity is calculated as follows:

(Last Drawn Salary / 26 Days) x 15 days x Number of completed years of service (In the case of death, the minimum service requirement does not apply)

For every completed year of service or part thereof in excess of 6 months, the employer will pay the employee gratuity at the rate of 15 days wages based on the rate of wages last drawn by such employee. Income Tax on the gratuity payment will be applicable as per Income Tax Rules. In the event an employee fails to complete 4 years and 240 days of continuous service, ex-gratia will be paid up to the amount of gratuity accumulated and will be subject to prevailing Income Tax Rules.

Maximum Amount of Gratuity which will be exempt from Income Tax will be as per 'The Payment of Gratuity Act, 1972'.

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2. Choice Pay :

This is second part of the total pay. Subject to eligibility and availability of amount mentioned under various components in Annexure A, an employee may opt for all the allowances or combination of them

a. Medical Reimbursement

Employee may opt for medical reimbursement for expenses incurred by the employee to meet health related expenditure, such as medicines, doctor's fees etc. of the employee and his/her family members. Medical expenses up to a maximum of INR 15,000 per annum will be reimbursed at actuals against production of bills.

This component is taxable.

b. Food Coupons

Employee may opt for Sodexo / Accor Pass Meal Vouchers. These are food coupons that can be exchanged for food and beverages at all approved affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

c. Gift Coupons

Employee may opt for gift coupons. Company provides Sodexo / Accor Pass Gift Vouchers that can be used to buy dailynecessities at over 6000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

Up to INR 5,000 per annum is tax exempt.

d. Leave Travel Allowance (LTA)

Employee may opt for LTA. It refers to reimbursement by Company of actual expenses incurred only on travel by employee along with their dependents to any place within India. Expenses such as hotel accommodation, sightseeing, food etc. are not eligible to be reimbursed as LTA or for tax exemption. The following qualifying criteria are to be met for claiming LTA:

1. Employee must necessarily take 5 days of continuous Privilege Leave.
2. The family for this purpose includes spouse, unmarried dependent children (maximum of two only), parents and dependent brothers and sisters.
3. No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be up to 2 months' basic salary) that employee wishes to avail as part of employee's choice pay component. This choice has to be made by employee initially at the time of joining and thereafter at the beginning of each financial year. A mid-year change in the quantum of LTA is not permissible.

As per current Income Tax rules, tax exemption for LTA is allowed twice in a block of 4 calendar years. Tax authorities have defined the current 4 year block as being from 1 January 2018 - 31 December 2021.

The quantum of exemption is subject to following maximum limits depending on the mode of transport used or available:-

1. Journey by air: Economy class air fare of national carrier by shortest route or the actual amount spent, whichever is lesser
2. Journey by rail: AC first class fare by shortest route or the actual amount spent, whichever is lesser
3. Place of origin and place of destination connected by rail but journey performed by other mode of transport: AC first class fare by shortest route or the actual amount spent, whichever is lesser
4. Place of origin and place of destination not connected by rail (partially or fully) and not connected by other recognized public transport system: AC first class fare by the shortest route or the actual amount spent, whichever is lesser

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e. Office Wear Allowance (OWA)

Only employees' working at locations where a `Uniform Policy' is in place may opt for OWA.

OWA is an allowance provided to employees to meet expenditures incurred by him/her towards purchase of uniform to be worn at the workplace.

OWA is tax exempt subject to the following limits:-

a. For all Grade: INR 24,000

f. Children's Education Allowance (CEA)

Employee may opt for CEA to meet education expenses of their children.

INR 100 per month per child subject to a maximum of two children is tax exempt

g. Children's Hostel Allowance (CHA)

Employee may opt for CHA to meet hostel expenses of their children.

INR 300 per month per child subject to a maximum of two children, is tax exempt

h. Residual Choice Pay (RCP)

The balance un-utilized amount is paid under the salary head as "Residual Choice Pay" and is subject to tax.

Please note that you are required to make a declaration within 7 days of joining the Company and at the beginning of each financial year and thereafter from time to time within the timelines notified by the company, regarding the amounts to be claimed under each expense mentioned above. You are required to submit all bills and other supporting documents on or by 15th January for each financial year

i. Vehicle

1. Company Leased Vehicle Scheme (CLV)

As part of the compensation structure the company offers an option of availing a vehicle under the prevailing company vehicle policy, subject to eligibility. The major features of the scheme are as follows:

Parameter	Four Wheeler
Scheme Details	Company Leased Vehicle (CLV)
EMI Calculation Base	Vehicle Invoice Value (Final on-road price, excluding taxes)
EMI Limit	Grade `H' and above - upto 100% of Residual Choice Pay Grade `I' and below - upto 50% of Residual Choice Pay
Interest rate	11.5 % per annum on monthly reducing balance basis
Vehicle Cost Limit	NA
Tenure	2 to 4 Years (Upto 48 Instalments)
Insurance Coverage Options	1.Comprehensive 2.Bumper to Bumper (Zero depreciation)

Mandatory debits towards Vehicle Insurance would be applicable to those opting this scheme.

The company vehicle policy provides more details regarding the vehicle scheme.

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2. Fuel and Vehicle Maintenance Reimbursements

All employees covered by the Company Vehicle Scheme are eligible for fuel and vehicle maintenance reimbursements. Employees using self-owned vehicles are also eligible for such reimbursement.

The limits for Fuel & Vehicle Maintenance for Own Vehicles and Vehicles under Company Vehicle Scheme are as under:

Level	4 Wheeler	2 Wheeler
All Grades	INR 1,80,000 p.a.	INR 36,000 p.a.

In case an employee is using a self-owned vehicle, he/she needs to maintain a vehicle usage log in the system (ESS). Tax exemption will be available upto the limits set out above, subject to submission of supporting documents.

3. Conveyance Allowance

To be opted by an employee to meet the expenditure incurred for the purpose of commuting between place of his/her residence and place of his/her duty. However, this option may be availed only if the employee is not opting for fuel and maintenance reimbursement.

This component is taxable.

j. Housing

1. House Rent Allowance (HRA)

House Rent Allowance is paid in respect of expenses incurred on rented accommodation.

As per Section 10(13A) and Rule 2A of the Income Tax Act and Rules respectively, the lesser of the following is

exempt from tax-

1. An amount equal to 50% of the salary, where the residential house is situated at Mumbai, Kolkata, Delhi or Chennai and an amount equal to 40% of salary where the residential house is situated at any other place;
2. House rent allowance received by the employee in respect of the period during which the rental accommodation is occupied by the employee during the previous year
3. The excess of rent paid over 10% of salary

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2. **Company provided Accommodation**

In case the employee is opting for an accommodation provided by the company, the basis of valuation will be as under-

Population of City as per 2001 census where Accommodation is provided	Where the Accommodation is owned by the Employer	Where the Accommodation is taken on lease or rent by the Employer
Exceeding 25 lakhs	15% of Salary in respect of the period during which the accommodation is occupied by the Employee	1. 15% of Salary; or 2. Lease rent (paid or payable) by the Employer, whichever is less
Exceeding 10 lakhs but not exceeding 25 lakhs	10% of the Salary in respect of period during which the accommodation is occupied by the Employee	
Any other	7.5% of the Salary in respect of period during which the accommodation is occupied by the Employee	

k. Insurance

i. Group Personal Accident Insurance (GPA)

All Employees are mandatorily covered under the Group Personal Accident Insurance scheme.

The sum insured is INR 25 lakhs and the corresponding debit towards premium is INR 679 per annum.

Benefit Clauses:

1. Death: 100% of sum insured
2. Permanent Total Disablement: 100% of sum insured as per insurance policy
3. Permanent Partial Disablement: varies from 1% to 75% of sum insured as per insurance policy
4. Temporary Total disablement: 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

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ii. Group Term Life Insurance (GTLI)

All employees are mandatorily insured under Group Term Life Insurance. The insured amount and corresponding premium [mandatory debit] are as follows:

Fixed Pay (Base Pay + Choice Pay)	Sum Assured	Mandatory Debit (per annum)
Up to INR 24,99,975	INR 25 Lakhs	INR 3,688
From INR 24,99,975 to below INR 49,99,975	INR 50 Lakhs	INR 7,375
From INR 49,99,975 to below INR 74,99,975	INR 75 Lakhs	INR 11,063
INR 74,99,975 and above	INR 100 Lakhs	INR 14,750

Benefit Clause: -

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

iii. Medical Coverage

The Company endeavors to ensure that financial support is available to all employees to meet their medical needs and those of their dependent family members. All employees are mandatorily covered under this scheme. The coverage and mandatory debits in respect of the same are as follows-

Level	Family Definition	Benefits of Mandatory Coverage
B to F: Company's Management Medical Scheme	Self, Spouse, 3 dependent children (up to 25 years)	Floater Mediclaim Policy of INR 5 Lakhs, Plus Additional floater Mediclaim policy of Domiciliary reimbursement at actuals (as per INR 5 Lakhs the Management Medical Scheme)
	Dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospitalization room category up to Deluxe Single AC Room 2. Dental treatment reimbursement up to INR 15,000 per family p.a. (cosmetics not covered) 3. Full time Retainers shall be covered as per commitment / joining terms 4. For non-allopathy (e.g. Homeopathy, Ayurveda, Unani or other Medical practitioner) treatment, the medical practitioner should be registered as per the guidelines of Indian Medical Association	
G to Below: Group Mediclaim Policy	Family of 7 members - Self, spouse, 3 dependent children (up to 25 years), 2 dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospital Room Category - Eligibility of up to Non- Deluxe Single AC Room 2. Sub limit of Maternity benefit (for first three children) up to INR 50,000 3. Sub limit for OPD basis treatment for Dental INR 1,500 (excluding the cost of dentures, bridges, crowns, scaling, filling, cleaning, polishing and cosmetic dentistry) 4. Sub limit for OPD basis treatment for Eye INR 500 (excluding cost of contact Lens, spectacles and cosmetic treatments)	

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Medical Insurance Debits:
F & Above grades

- INR 30,259 per annum per person for self and spouse
- INR 15,631 per annum per child (upto 25 years)
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for self, spouse and child covered under mandatory policy
- INR 29,154 per annum for dependent parents
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for parents.

G & Below grades :

- INR 29,154 per annum per family unit of 7 members
- INR 12,036 per annum for **Additional** Medical floater cover of INR 5 Lakhs

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Annexure C

Terms and Conditions

01. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

i. Medical Fitness: Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company .

ii. Verification of Particulars: In case the particulars mentioned in your application or the representations or warranties or any other information provided by you are found to be false, inaccurate or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

02. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits payable to you are in consideration of the terms, covenants, and conditions stated in the offer of employment including this Annexure C, and you represent, warrant and covenant to the Company that:

i. You are under no contractual or other restriction or obligation which is inconsistent with the terms or conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

ii. You are under no physical or mental disability that may hinder the performance of your duties / obligations contained herein;

iii. You shall not raise any issue as to the reasonableness of the terms, covenants, or conditions contained herein in any proceeding to enforce these terms, covenants and/or conditions;

iv. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, that is inconsistent herewith

v. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company.

You acknowledge that the terms, covenants, and conditions set forth herein are essential for the Company's protection and are not unreasonable and that the Company has relied on these representations, warranties, and covenants provided by you.

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03. DUTIES AND RESPONSIBILITIES:

i. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability exclusively for the Company. You agree that you will devote all of your working time, attention and best efforts in performing your duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities during the terms hereof. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules, regulations and directions of the Company, as applicable from time to time.

ii. **Non Solicitation:** You will not, during the term of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its affiliates or associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company.

iii. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial shareholding or other beneficial interest in any business enterprise or entity which is engaged in, or is in competition with, any business engaged in by the Company or any of its affiliates or associated companies. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business or entity whose securities are traded on any national stock exchanges or in the over-the-counter market.

v. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Company, as specified from time to time. However, you may be required to work additional hours, from time to time, to carry out your duties and responsibilities effectively.

vi. **Confidentiality and Non-disclosure:** You shall keep confidential and not disclose to any person or entity any information received or that comes to your knowledge during the course of your employment including in relation to the Company, its affiliates, associated companies, and third parties, in relation to any of our or their businesses or operations, particulars or details of manufacturing processes, technical know-how, security arrangements, analysis, compilations, forecasts, studies, summaries, notes, ideas(whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business model/strategies, administrative organizational matters and any other information important for the Company. This shall include information in relation to third parties received by the Company in relation to any transaction being contemplated by the Company. Your obligation to maintain confidentiality of such information shall continue notwithstanding expiry or termination of your employment with the Company.

Third party Confidential obligations & prevention of IP contamination: You shall not use or disclose to the Company any confidential information of any third party received by you in your personal capacity from such a third party under an obligation of confidentiality, or knowingly induce use of such information in the business of the Company. Your employment/engagement with the Company shall not violate any obligation of confidentiality or non-solicitation of employment/assignment with any other party and that in case you are made aware of any such change in circumstances, you will inform the Company immediately of such change in the circumstances. You shall refrain from using/applying information/data in your current employment which qualifies as third party intellectual property to avoid any potential scenario of Intellectual Property contamination.

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vii. **Proprietary Rights:** You will disclose to the Company forthwith any discovery, invention, process or improvement made or discovered by you while in the service of the Company or thereafter, and all the rights, title, interest in such discovery, invention, process or improvement shall automatically belong absolutely to the Company and be the sole, absolute and exclusive property of the Company immediately upon discovery, invention or creation of process or improvement, whether or not delivered to the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letter's patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company and you will execute and deliver all such deeds and documents, including in particular instruments of assignment and do all such acts and things as may be required by the Company for assigning, transferring or otherwise vesting all rights, title and interest in the same and all benefits arising in respect thereof in favor of the Company or its nominee.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

viii. **Safe-keeping of Company's property:** You will be responsible for safe keeping of and returning in good order and condition all properties of the Company, its affiliates and associated companies which may be in your possession, custody, care or charge or being used by you. In case of loss of any such property, the Company will be entitled to assess the value of the loss / damages caused to it and recover the same from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

ix. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of authority or power of attorney issued in your favour and any property or material of the Company or any of its affiliates or associated companies in your possession at the time of cessation of your employment with the Company. You shall also return to the Company all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

x. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have not been expressly authorised nor will you alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous written consent of the Company. You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

xi. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliate or associated companies or any other employee or business associate of the Company or any of its affiliates or associated companies in any public or non-public communication with any customer, client or member of the investment community or media or in any communication whatsoever.

xii. **Confidential nature of terms of employment:** You agree that, save and except as may be required by applicable law, (with the prior consent of the Company), you shall not disclose the terms of your employment to any person.

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xiii. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company.

You agree that the restrictions and remedies contained herein are reasonable and that it is your intention that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

Further, you hereby agree to indemnify and keep fully and effectively indemnified and hold harmless the Company, its affiliates, associates subsidiaries, and the directors, trustees, officers, employees, agents, authorized representatives and successors of all the foregoing from and against any and all claims, suits, actions, legal or other proceedings, demands, damages, liabilities, interest, costs, expenses (including attorney fees), and losses of whatsoever kind or nature incurred or sustained by Company or any of the third party directly or indirectly arising due to breach of any of obligations mentioned in the letter of employment and/or these terms and conditions.

04. TERMINATION OF EMPLOYMENT:

i. Employment At-Will: You acknowledge that your employment is and shall continue to be AT-WILL. This means that you have the right to terminate your employment with the Company at any time without providing any reason in accordance with the provisions hereof. Similarly, the Company may terminate your employment with or without cause at any time and for any reason in accordance with the provisions hereof. Accordingly, this letter of employment is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

ii. Superannuation: In the normal course, you will retire from the company on attaining superannuation at the age of 58 years.

iii. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

a. return to work within 8 days from the commencement of such absence, and

b. give an explanation to the satisfaction of the Company regarding such absence

iv. Medical Fitness: The Company has the right to request you to get yourself medically examined by a certified medical practitioner specified by the Company during the tenure of your employment. In case you are found to be medically unfit to perform your duties, your employment may be terminated.

v. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months notice in writing or payment of three months Basic Salary on a pro rata basis, in lieu thereof. Similarly, you may resign from the Company's employment without cause by giving three months notice in writing or by payment of three months Basic Salary on a pro rata basis, in lieu thereof. In the event of your resignation, the Company may in its sole discretion opt to accept the same and relieve you prior to the completion of the stipulated notice period of three months, without any pay in lieu of the notice period.

vi. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for fraud, misconduct, negligence or breach of any of the terms and conditions of your letter of employment which includes this Annexure C. Without prejudice to the general meaning of the term "misconduct", "misconduct" shall include any case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, or any action of indiscipline or inefficiency.

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vii. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business as the Company or any of its affiliates or associate companies.

viii. Recovery of Payments: (If applicable) Payments made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the Company prior to completion of 1 year from joining the Company.

05. GENERAL:

i. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated at such time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives.

ii. Rules, Regulations and Policies on Ethics: You will be governed by the service rules, regulations and policies including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come into force from time to time. You must observe the policies that the Company publishes / notifies from time to time. These policies include requirement that you maintain the highest standards of conduct and act with the highest ethical principles.

a. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

b. You are required to read and understand all policies applicable to you, all of which are available in the Reliance Management System ("RMS") portal. If you have any questions, now or in the future, please ask the Human Resources Department through the Query Management System in the ESS portal. You may also be required to sign and abide by the Policy on Ethics of the Company and undertake to sign such declarations that the Policy may demand from time to time.

c. Women employees will be entitled to all the statutory benefits provided by the Company under the Maternity Benefit Act 1961, and its subsequent amendments, if any, details of which are set out in the RMS/ESS portal.

iii. Media Interaction: You will not interact with the media - electronic, print or otherwise in

a. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as a representative of the Company. Only persons duly authorized by the Company are permitted to interact with media and then only on specified subjects. Disclosure of any information other than those specifically authorized by the Company is prohibited.

b. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Company.

c. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

d. For any outside publication of books, articles or manuscripts which relate in any manner to the Company's business, policies and processes, you are required to obtain prior written approval of the Company prior to its publication or release.

e. Any violation of the Company's media policy, will tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

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iv. **Jurisdiction:** The letter of employment is made at Mumbai and competent courts of Mumbai shall have jurisdiction over any dispute or difference whatsoever arising out of, under, in relation to or in connection with the letter of employment or breach hereof or in respect of any matter or thing herein contained.

v. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

vi. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

vii. **Change of address:** You will intimate in writing to the Company any change of your residential address within a week of the same changing, failing which any communication sent to you on your last recorded address shall be deemed to have been duly served on you.

viii. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

ix. **Suspension:** You may be placed under suspension pending enquiry into the charges of misconduct or any other breach hereof. The salary for the suspension period will be paid to you only if you are found not guilty of any of the charges for which you are suspended and not otherwise.

x. **Travel:** You shall make your own transport arrangements to and from the place of work.

xi. **Documentation:** Please submit the following documents, if not submitted earlier:

a. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.

b. Three copies of your recent passport size photographs with blue background.

c. Relieving letter and salary certificate from your last employer, in case you are/were employed.

xii. **Severability**: If any term or provision of this letter of employment shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder hereof. If the remainder of this letter is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this letter of employment and such provision shall be replaced by a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

xiii. **Non Waiver**: No delay or omission on the part of Company in exercising any right, power, privilege or remedy in respect of your employment terms shall neither impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single partial exercise of such right, power, privilege or remedy, preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

I confirm that I have read and understood the terms and conditions set out herein and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: AdityaRajendra Sakpal

Signature:

Date: 31 May 2021

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CIN: U50100MH2015PLC327401

Date: 21 May 2021

Ref No: 5175/63866243/14205177/210521/1141

Dear Nandini Kotla,

Offer of Employment

We are delighted to offer you employment into Reliance BP Mobility Ltd. in the position of Area Sales Rep. - JioBP -AP - Hyderabad1, at level **J** in Hydrocarbon group, based at Hyderabad - RO subject to the terms set out in this letter. Your joining date will be 01/06/2021.

Documentation

In addition to this offer letter, please find appended:

- A compensation term sheet
- Components of Compensation
- Terms and conditions
- Other applicable paperwork based upon your specific needs

You are required to read these before you commence your employment.

As mentioned above, your initial posting will be at Hyderabad - RO. During employment with the Company, you may be posted at any other location in India or abroad at any Reliance Group Company without any additional compensation.

Please note that all the compensation, benefits and assistance set out in the attached appendices are not contractual and can be varied, replaced or withdrawn at any time at the Company's absolute discretion.

We would also like to draw your particular attention to our Values and Behaviours. We have six values that express our shared understanding of what we believe, how we aim to behave and what we aspire to be as an organisation. Our values are about delivering customer value, having an ownership mind-set, showing respect and integrity, pursuing excellence and being one team.

Conditions of the offer

This offer of employment is subject to you completing the following requirements 1-4 and providing all of the below information and documentation requested **BEFORE** you commence employment with us. All information / documentation submitted by you will be considered as submitted on your own freewill and consent. We reserve the right to withdraw our offer of employment/ terminate your employment with us without assigning any reason whatsoever thereof, or delay your joining date if you do not provide the required information and documentation within the required timelines or if during this process you intentionally leave out any information or provide any information which is inaccurate or untrue.

1. Confirming your acceptance of this offer of employment, **within two weeks** of the date of this letter as detailed below in Next Steps. By confirming your acceptance, you are also confirming that you do not have any legal or other restrictions that prevent you from commencing employment with us. This includes any outstanding obligations that you may owe to your current/previous employer
2. Providing evidence (such as your passport, national identity card or work permit) of being entitled to live and work in India for RIL
3. Clearing the employment reference checks, background checks, medical checks and receiving satisfactory reports.
4. Providing (what the company considers appropriate) evidence of your qualifications if requested

(This letter is computer generated and does not necessarily require a signature)

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Next Steps

This offer will remain valid for two weeks from the date of this letter, after which time it will lapse. In the next two weeks, we request that you contact your Recruiter, Pragya Chaturvedi as soon as possible to discuss our offer and if you have any other questions about joining our organization.

Please then confirm your acceptance of this offer by clicking 'Accept' button online. Please also return any additional documents requested at 1-4 above and any other documents you are requested to send to us by the two week deadline.

This offer is confidential and you must not discuss this or disclose any documentation related to it with anyone other than your immediate family. Any disclosure of the details of this offer to a third party other than your immediate family may result in withdrawal of the offer.

We very much hope you will accept this offer of employment and look forward to welcoming you to the Company.

Yours sincerely,

Authorized Signatory

(This letter is computer generated and does not necessarily require a signature)

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ANNEXURE A

Compensation Term Sheet

1.1 Annual Compensation Summary

Name: Nandini Kotla Level: J		
Details of Compensation	**Monthly (INR)**	**Annual (INR)**
I. Components of Compensation		
Basic Pay	16,779	2,01,353
Medical Reimbursement	1,250	15,000
Food Coupon	2,750	33,000
Gift Coupon	417	5,000
Leave Travel Allowance	2,797	33,559
Residual Choice Pay	10,001	1,20,008
Vehicle		
Company Vehicle Scheme	Refer Annexure B	
Fuel & Maintenance		
Conveyance Allowance		
Housing		
House Rent Allowance	8,390	1,00,676
Insurance		
GPA Insurance Premium (GPA)	57	679
Group Term Life Insurance Premium	307	3,688
Medical Insurance Premium * (Self, Spouse, 3 Dependent Children & Dependent Parents)	3,432	41,190
SUB TOTAL - I	46,179	5,54,153
II. Retirals		
Employer's Contribution to Provident Fund: PF (12% of Basic Pay)	2,014	24,162
Gratuity (4.81% of Basic Pay)	807	9,685
SUB TOTAL - II	2,821	33,847
FIXED PAY (I + II)	49,000	5,88,000
III. Annual Cash Bonus (ACB)		
Annual Cash Bonus	6,500	78,000
SUB TOTAL - III	6,500	78,000
TOTAL PAY (I + II + III)	55,500	6,66,000

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***Medical Insurance premium -**
For employees joining at level F or above, you are requested to update your information on the ESS portal (Employee Self Service) after joining the organization in order to ensure that the coverage for Medical Insurance is as desired.

***Provident Fund -**
Employee makes an equal contribution from his salary towards Provident Fund.

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1.2 Tax Status of compensation elements

Below table shows all of the Total Pay components and their taxability status.

S.No.	Total Pay Components	Taxability Status (as per prevailing norms)
I	**Base Salary**	
a.	Basic Salary	Taxable
b.	Provident Fund Contribution (PF)	Please refer Annexure B
c.	Gratuity	Please refer Annexure B
II	**Choice Pay**	
a.	Medical Reimbursement	Taxable
b.	Food Coupon	Tax exempt subject to conditions
c.	Gift Coupon	Tax exempt subject to conditions
d.	Leave Travel Allowance (LTA)	Tax exempt subject to conditions
e.	Office Wear Allowance (OWA)	Tax exempt subject to conditions (only applicable to locations having a 'Uniform Policy')
f.	Children's Education Allowance (CEA)	Tax exempt subject to conditions
g.	Children's Hostel Allowance (CHA)	Tax exempt subject to conditions
h.	Residual Choice Pay (RCP)	Taxable
i.	**Vehicle**	
1.	Company Lease Vehicle Scheme	Tax exempt (up to the value of EMI)
2.	Fuel and Vehicle Maintenance Reimbursement	Tax exempt (Taxable Perquisite Notional Value)
3.	Conveyance Allowance	Taxable
j.	**Housing**	
1.	House Rent Allowance (HRA)	Tax exempt subject to conditions
2.	Company Accommodation (where it is provided)	Taxable Perquisite
k.	**Insurance**	
1.	Group Personal Accident Insurance Premium (GPA)	Tax exempt
2.	Group Term Life Insurance Premium (GTLI)	Tax exempt
3.	Medical Insurance Premium	Tax exempt
III	**Annual Cash Bonus (ACB) / Performance Linked Incentive (PLI)**	Taxable, If Applicable

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Please Note:-

- The income tax calculation is provisional and is based on the current income tax rules (**Rules**). Any change in the Rules may impact the income tax projections.

- You shall bear and pay the tax liabilities, if any, applicable in relation to all the perquisites or benefits provided to you in accordance with the provisions of this Agreement. Please note that all the details set out above are indicative and subject to change with change in Indian tax policies and rules.

- Employee shall be solely responsible for the payment of any and all taxes on salary / income, employee benefits and personal income. You are advised to get updated information in relation to the income tax calculation on your salary from independent external advisors

- Fixed Pay elements like fuel and maintenance reimbursement, office wear allowance, medical reimbursement, LTA will be reimbursed at actuals based on the bills submitted and in case the reimbursement amount falls short of the amount chosen, the balance will be paid as taxable allowance.

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Annexure B

Components of Total Pay

The Company follows a Total Pay structure that reflects the total cost of an employee to the Company this includes all direct and indirect payments including all benefits, perquisites, subsidies, and Annual Cash Bonus (**ACB**). This structure is being followed so as to provide flexibility to the employees in structuring their compensation package. The components within each category of payments are discretionary and these components may be changed by the Company from time to time without notice.

The main components under the Total Pay structure are as follows:

I. Components of Compensation

1. **Base Salary:** This is first part of the total pay, which may include Basic Salary, PF and Gratuity

   a. **Basic Salary:** This is the base pay component of the fixed pay and is the reference salary for provident fund and gratuity contribution.

   b. **Provident Fund (PF)**:

   The contributions payable by the Employer under the scheme shall be at the rate specified under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (**PF Act**). The current rate of contribution is 12% of PF Salary. Employee also contributes an equal amount from his/her monthly salary, as per PF Act. Both of these are remitted on a monthly basis to the Company's PF Trust / RPFC.

   Out of the Employer's contribution, a portion (presently 8.33% of PF Salary subject to a maximum of INR 1250) is deposited into the Employees' Pension Scheme. The part of the company's contribution deposited under Employees' Pension Scheme to RPFC is to provide employees with pension on retirement or after completion of a specified period of service. TDS recovery from PF settlement will be as per the relevant provision of the Income Tax Act, 1961.

   Benefits associated with Employees' Provident Fund and Employees' Pension Scheme will be as per the prevailing rules and regulations outlined in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Employees are advised to refer to EPFO site (http://www.epfindia.com/) for detailed rules, procedures and any other updates.

   Please note that the contribution amounts, limits, withdrawals and other rules applicable to the PF and pension are subject to applicable Indian laws in force from time to time. Employee is bound to adhere to all changes in the applicable law. Any implications on contribution, accumulation and withdrawal conditions outlined in the Employees' Provident Fund and Employees' Pension Scheme is to be borne by the employee. To understand implications associated with any such change in relevant laws or the Employees' Provident Fund and Employees' Pension Scheme, employees are recommended to solicit independent external advice.

   c. **Gratuity**

   Employer's contribution to the Company's Gratuity Fund will be as specified under 'The Payment of Gratuity Act ,1972'. Currently, the Employer's contribution to the Company's Gratuity fund is @ 4.81% of Basic Salary. Gratuity shall be payable to an employee on completion / end of his /her employment with the Company provided he/she has rendered continuous service for a minimum period of 4 years and 240 days. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment and in the event of separation prior to such 4 years and 240 days, the same will be paid as ex-gratia, except in case of separation due to disciplinary grounds.

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Gratuity is calculated as follows:

(Last Drawn Salary / 26 Days) x 15 days x Number of completed years of service (In the case of death, the minimum service requirement does not apply)

For every completed year of service or part thereof in excess of 6 months, the employer will pay the employee gratuity at the rate of 15 days wages based on the rate of wages last drawn by such employee. Income Tax on the gratuity payment will be applicable as per Income Tax Rules. In the event an employee fails to complete 4 years and 240 days of continuous service, ex-gratia will be paid up to the amount of gratuity accumulated and will be subject to prevailing Income Tax Rules.

Maximum Amount of Gratuity which will be exempt from Income Tax will be as per 'The Payment of Gratuity Act, 1972'.

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2. Choice Pay :

This is second part of the total pay. Subject to eligibility and availability of amount mentioned under various components in Annexure A, an employee may opt for all the allowances or combination of them

a. Medical Reimbursement

Employee may opt for medical reimbursement for expenses incurred by the employee to meet health related expenditure, such as medicines, doctor's fees etc. of the employee and his/her family members. Medical expenses up to a maximum of INR 15,000 per annum will be reimbursed at actuals against production of bills.

This component is taxable.

b. Food Coupons

Employee may opt for Sodexo / Accor Pass Meal Vouchers. These are food coupons that can be exchanged for food and beverages at all approved affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

c. Gift Coupons

Employee may opt for gift coupons. Company provides Sodexo / Accor Pass Gift Vouchers that can be used to buy dailynecessities at over 6000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

Up to INR 5,000 per annum is tax exempt.

d. Leave Travel Allowance (LTA)

Employee may opt for LTA. It refers to reimbursement by Company of actual expenses incurred only on travel by employee along with their dependents to any place within India. Expenses such as hotel accommodation, sightseeing, food etc. are not eligible to be reimbursed as LTA or for tax exemption. The following qualifying criteria are to be met for claiming LTA:

1. Employee must necessarily take 5 days of continuous Privilege Leave.
2. The family for this purpose includes spouse, unmarried dependent children (maximum of two only), parents and dependent brothers and sisters.
3. No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be up to 2 months' basic salary) that employee wishes to avail as part of employee's choice pay component. This choice has to be made by employee initially at the time of joining and thereafter at the beginning of each financial year. A mid-year change in the quantum of LTA is not permissible.

As per current Income Tax rules, tax exemption for LTA is allowed twice in a block of 4 calendar years. Tax authorities have defined the current 4 year block as being from 1 January 2018 - 31 December 2021.

The quantum of exemption is subject to following maximum limits depending on the mode of transport used or available:-

1. Journey by air: Economy class air fare of national carrier by shortest route or the actual amount spent, whichever is lesser
2. Journey by rail: AC first class fare by shortest route or the actual amount spent, whichever is lesser
3. Place of origin and place of destination connected by rail but journey performed by other mode of transport: AC first class fare by shortest route or the actual amount spent, whichever is lesser
4. Place of origin and place of destination not connected by rail (partially or fully) and not connected by other recognized public transport system: AC first class fare by the shortest route or the actual amount spent, whichever is lesser

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e. Office Wear Allowance (OWA)

Only employees' working at locations where a `Uniform Policy' is in place may opt for OWA.

OWA is an allowance provided to employees to meet expenditures incurred by him/her towards purchase of uniform to be worn at the workplace.

OWA is tax exempt subject to the following limits:-

a. For all Grade: INR 24,000

f. Children's Education Allowance (CEA)

Employee may opt for CEA to meet education expenses of their children.

INR 100 per month per child subject to a maximum of two children is tax exempt

g. Children's Hostel Allowance (CHA)

Employee may opt for CHA to meet hostel expenses of their children.

INR 300 per month per child subject to a maximum of two children, is tax exempt

h. Residual Choice Pay (RCP)

The balance un-utilized amount is paid under the salary head as "Residual Choice Pay" and is subject to tax.

Please note that you are required to make a declaration within 7 days of joining the Company and at the beginning of each financial year and thereafter from time to time within the timelines notified by the company, regarding the amounts to be claimed under each expense mentioned above. You are required to submit all bills and other supporting documents on or by 15th January for each financial year

i. Vehicle

1. Company Leased Vehicle Scheme (CLV)

As part of the compensation structure the company offers an option of availing a vehicle under the prevailing company vehicle policy, subject to eligibility. The major features of the scheme are as follows:

Parameter	Four Wheeler
Scheme Details	Company Leased Vehicle (CLV)
EMI Calculation Base	Vehicle Invoice Value (Final on-road price, excluding taxes)
EMI Limit	Grade `H' and above - upto 100% of Residual Choice Pay Grade `I' and below - upto 50% of Residual Choice Pay
Interest rate	11.5 % per annum on monthly reducing balance basis
Vehicle Cost Limit	NA
Tenure	2 to 4 Years (Upto 48 Instalments)
Insurance Coverage Options	1.Comprehensive 2.Bumper to Bumper (Zero depreciation)

Mandatory debits towards Vehicle Insurance would be applicable to those opting this scheme.

The company vehicle policy provides more details regarding the vehicle scheme.

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2. Fuel and Vehicle Maintenance Reimbursements

All employees covered by the Company Vehicle Scheme are eligible for fuel and vehicle maintenance reimbursements. Employees using self-owned vehicles are also eligible for such reimbursement.

The limits for Fuel & Vehicle Maintenance for Own Vehicles and Vehicles under Company Vehicle Scheme are as under:

Level	4 Wheeler	2 Wheeler
All Grades	INR 1,80,000 p.a.	INR 36,000 p.a.

In case an employee is using a self-owned vehicle, he/she needs to maintain a vehicle usage log in the system (ESS). Tax exemption will be available upto the limits set out above, subject to submission of supporting documents.

3. Conveyance Allowance

To be opted by an employee to meet the expenditure incurred for the purpose of commuting between place of his/her residence and place of his/her duty. However, this option may be availed only if the employee is not opting for fuel and maintenance reimbursement.

This component is taxable.

j. Housing

1. House Rent Allowance (HRA)

House Rent Allowance is paid in respect of expenses incurred on rented accommodation.

As per Section 10(13A) and Rule 2A of the Income Tax Act and Rules respectively, the lesser of the following is

exempt from tax-

1. An amount equal to 50% of the salary, where the residential house is situated at Mumbai, Kolkata, Delhi or Chennai and an amount equal to 40% of salary where the residential house is situated at any other place;
2. House rent allowance received by the employee in respect of the period during which the rental accommodation is occupied by the employee during the previous year
3. The excess of rent paid over 10% of salary

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2. Company provided Accommodation

In case the employee is opting for an accommodation provided by the company, the basis of valuation will be as under-

Population of City as per 2001 census where Accommodation is provided	Where the Accommodation is owned by the Employer	Where the Accommodation is taken on lease or rent by the Employer
Exceeding 25 lakhs	15% of Salary in respect of the period during which the accommodation is occupied by the Employee	1. 15% of Salary; or 2. Lease rent (paid or payable) by the Employer, whichever is less
Exceeding 10 lakhs but not exceeding 25 lakhs	10% of the Salary in respect of period during which the accommodation is occupied by the Employee	
Any other	7.5% of the Salary in respect of period during which the accommodation is occupied by the Employee	

k. Insurance

i. Group Personal Accident Insurance (GPA)

All Employees are mandatorily covered under the Group Personal Accident Insurance scheme.

The sum insured is INR 25 lakhs and the corresponding debit towards premium is INR 679 per annum.

Benefit Clauses:

1. Death: 100% of sum insured
2. Permanent Total Disablement: 100% of sum insured as per insurance policy
3. Permanent Partial Disablement: varies from 1% to 75% of sum insured as per insurance policy
4. Temporary Total disablement: 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

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ii. Group Term Life Insurance (GTLI)

All employees are mandatorily insured under Group Term Life Insurance. The insured amount and corresponding premium [mandatory debit] are as follows:

Fixed Pay (Base Pay + Choice Pay)	Sum Assured	Mandatory Debit (per annum)
Up to INR 24,99,975	INR 25 Lakhs	INR 3,688
From INR 24,99,975 to below INR 49,99,975	INR 50 Lakhs	INR 7,375
From INR 49,99,975 to below INR 74,99,975	INR 75 Lakhs	INR 11,063
INR 74,99,975 and above	INR 100 Lakhs	INR 14,750

Benefit Clause: -

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

iii. Medical Coverage

The Company endeavors to ensure that financial support is available to all employees to meet their medical needs and those of their dependent family members. All employees are mandatorily covered under this scheme. The coverage and mandatory debits in respect of the same are as follows-

Level	Family Definition	Benefits of Mandatory Coverage
B to F: Company's Management Medical Scheme	Self, Spouse, 3 dependent children (up to 25 years)	Floater Mediclaim Policy of INR 5 Lakhs, Plus Additional floater Mediclaim policy of Domiciliary reimbursement at actuals (as per INR 5 Lakhs the Management Medical Scheme)
	Dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospitalization room category up to Deluxe Single AC Room 2. Dental treatment reimbursement up to INR 15,000 per family p.a. (cosmetics not covered) 3. Full time Retainers shall be covered as per commitment / joining terms 4. For non-allopathy (e.g. Homeopathy, Ayurveda, Unani or other Medical practitioner) treatment, the medical practitioner should be registered as per the guidelines of Indian Medical Association	
G to Below: Group Mediclaim Policy	Family of 7 members - Self, spouse, 3 dependent children (up to 25 years), 2 dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospital Room Category - Eligibility of up to Non- Deluxe Single AC Room 2. Sub limit of Maternity benefit (for first three children) up to INR 50,000 3. Sub limit for OPD basis treatment for Dental INR 1,500 (excluding the cost of dentures, bridges, crowns, scaling, filling, cleaning, polishing and cosmetic dentistry) 4. Sub limit for OPD basis treatment for Eye INR 500 (excluding cost of contact Lens, spectacles and cosmetic treatments)	

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Medical Insurance Debits:
F & Above grades

- INR 30,259 per annum per person for self and spouse
- INR 15,631 per annum per child (upto 25 years)
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for self, spouse and child covered under mandatory policy
- INR 29,154 per annum for dependent parents
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for parents.

G & Below grades :

- INR 29,154 per annum per family unit of 7 members
- INR 12,036 per annum for **Additional** Medical floater cover of INR 5 Lakhs

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Annexure C

Terms and Conditions

01. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

i. Medical Fitness: Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company .

ii. Verification of Particulars: In case the particulars mentioned in your application or the representations or warranties or any other information provided by you are found to be false, inaccurate or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

02. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits payable to you are in consideration of the terms, covenants, and conditions stated in the offer of employment including this Annexure C, and you represent, warrant and covenant to the Company that:

i. You are under no contractual or other restriction or obligation which is inconsistent with the terms or conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

ii. You are under no physical or mental disability that may hinder the performance of your duties / obligations contained herein;

iii. You shall not raise any issue as to the reasonableness of the terms, covenants, or conditions contained herein in any proceeding to enforce these terms, covenants and/or conditions;

iv. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, that is inconsistent herewith

v. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company.

You acknowledge that the terms, covenants, and conditions set forth herein are essential for the Company's protection and are not unreasonable and that the Company has relied on these representations, warranties, and covenants provided by you.

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03. DUTIES AND RESPONSIBILITIES:

i. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability exclusively for the Company. You agree that you will devote all of your working time, attention and best efforts in performing your duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities during the terms hereof. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules, regulations and directions of the Company, as applicable from time to time.

ii. **Non Solicitation:** You will not, during the term of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its affiliates or associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company.

iii. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial shareholding or other beneficial interest in any business enterprise or entity which is engaged in, or is in competition with, any business engaged in by the Company or any of its affiliates or associated companies. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business or entity whose securities are traded on any national stock exchanges or in the over-the-counter market.

v. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Company, as specified from time to time. However, you may be required to work additional hours, from time to time, to carry out your duties and responsibilities effectively.

vi. **Confidentiality and Non-disclosure:** You shall keep confidential and not disclose to any person or entity any information received or that comes to your knowledge during the course of your employment including in relation to the Company, its affiliates, associated companies, and third parties, in relation to any of our or their businesses or operations, particulars or details of manufacturing processes, technical know-how, security arrangements, analysis, compilations, forecasts, studies, summaries, notes, ideas(whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business model/strategies, administrative organizational matters and any other information important for the Company. This shall include information in relation to third parties received by the Company in relation to any transaction being contemplated by the Company. Your obligation to maintain confidentiality of such information shall continue notwithstanding expiry or termination of your employment with the Company.

Third party Confidential obligations & prevention of IP contamination: You shall not use or disclose to the Company any confidential information of any third party received by you in your personal capacity from such a third party under an obligation of confidentiality, or knowingly induce use of such information in the business of the Company. Your employment/engagement with the Company shall not violate any obligation of confidentiality or non-solicitation of employment/assignment with any other party and that in case you are made aware of any such change in circumstances, you will inform the Company immediately of such change in the circumstances. You shall refrain from using/applying information/data in your current employment which qualifies as third party intellectual property to avoid any potential scenario of Intellectual Property contamination.

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vii. **Proprietary Rights:** You will disclose to the Company forthwith any discovery, invention, process or improvement made or discovered by you while in the service of the Company or thereafter, and all the rights, title, interest in such discovery, invention, process or improvement shall automatically belong absolutely to the Company and be the sole, absolute and exclusive property of the Company immediately upon discovery, invention or creation of process or improvement, whether or not delivered to the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letter's patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company and you will execute and deliver all such deeds and documents, including in particular instruments of assignment and do all such acts and things as may be required by the Company for assigning, transferring or otherwise vesting all rights, title and interest in the same and all benefits arising in respect thereof in favor of the Company or its nominee.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

viii. **Safe-keeping of Company's property:** You will be responsible for safe keeping of and returning in good order and condition all properties of the Company, its affiliates and associated companies which may be in your possession, custody, care or charge or being used by you. In case of loss of any such property, the Company will be entitled to assess the value of the loss / damages caused to it and recover the same from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

ix. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of authority or power of attorney issued in your favour and any property or material of the Company or any of its affiliates or associated companies in your possession at the time of cessation of your employment with the Company. You shall also return to the Company all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

x. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have not been expressly authorised nor will you alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous written consent of the Company. You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

xi. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliate or associated companies or any other employee or business associate of the Company or any of its affiliates or associated companies in any public or non-public communication with any customer, client or member of the investment community or media or in any communication whatsoever.

xii. **Confidential nature of terms of employment:** You agree that, save and except as may be required by applicable law, (with the prior consent of the Company), you shall not disclose the terms of your employment to any person.

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xiii. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company.

You agree that the restrictions and remedies contained herein are reasonable and that it is your intention that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

Further, you hereby agree to indemnify and keep fully and effectively indemnified and hold harmless the Company, its affiliates, associates subsidiaries, and the directors, trustees, officers, employees, agents, authorized representatives and successors of all the foregoing from and against any and all claims, suits, actions, legal or other proceedings, demands, damages, liabilities, interest, costs, expenses (including attorney fees), and losses of whatsoever kind or nature incurred or sustained by Company or any of the third party directly or indirectly arising due to breach of any of obligations mentioned in the letter of employment and/or these terms and conditions.

04. TERMINATION OF EMPLOYMENT:

i. Employment At-Will: You acknowledge that your employment is and shall continue to be AT-WILL. This means that you have the right to terminate your employment with the Company at any time without providing any reason in accordance with the provisions hereof. Similarly, the Company may terminate your employment with or without cause at any time and for any reason in accordance with the provisions hereof. Accordingly, this letter of employment is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

ii. Superannuation: In the normal course, you will retire from the company on attaining superannuation at the age of 58 years.

iii. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

a. return to work within 8 days from the commencement of such absence, and

b. give an explanation to the satisfaction of the Company regarding such absence

iv. Medical Fitness: The Company has the right to request you to get yourself medically examined by a certified medical practitioner specified by the Company during the tenure of your employment. In case you are found to be medically unfit to perform your duties, your employment may be terminated.

v. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months notice in writing or payment of three months Basic Salary on a pro rata basis, in lieu thereof. Similarly, you may resign from the Company's employment without cause by giving three months notice in writing or by payment of three months Basic Salary on a pro rata basis, in lieu thereof. In the event of your resignation, the Company may in its sole discretion opt to accept the same and relieve you prior to the completion of the stipulated notice period of three months, without any pay in lieu of the notice period.

vi. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for fraud, misconduct, negligence or breach of any of the terms and conditions of your letter of employment which includes this Annexure C. Without prejudice to the general meaning of the term "misconduct", "misconduct" shall include any case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, or any action of indiscipline or inefficiency.

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vii. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business as the Company or any of its affiliates or associate companies.

viii. Recovery of Payments: (If applicable) Payments made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the Company prior to completion of 1 year from joining the Company.

05. GENERAL:

i. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated at such time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives.

ii. Rules, Regulations and Policies on Ethics: You will be governed by the service rules, regulations and policies including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come into force from time to time. You must observe the policies that the Company publishes / notifies from time to time. These policies include requirement that you maintain the highest standards of conduct and act with the highest ethical principles.

a. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

b. You are required to read and understand all policies applicable to you, all of which are available in the Reliance Management System ("RMS") portal. If you have any questions, now or in the future, please ask the Human Resources Department through the Query Management System in the ESS portal. You may also be required to sign and abide by the Policy on Ethics of the Company and undertake to sign such declarations that the Policy may demand from time to time.

c. Women employees will be entitled to all the statutory benefits provided by the Company under the Maternity Benefit Act 1961, and its subsequent amendments, if any, details of which are set out in the RMS/ESS portal.

iii. Media Interaction: You will not interact with the media - electronic, print or otherwise in

a. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as a representative of the Company. Only persons duly authorized by the Company are permitted to interact with media and then only on specified subjects. Disclosure of any information other than those specifically authorized by the Company is prohibited.

b. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Company.

c. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

d. For any outside publication of books, articles or manuscripts which relate in any manner to the Company's business, policies and processes, you are required to obtain prior written approval of the Company prior to its publication or release.

e. Any violation of the Company's media policy, will tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

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iv. **Jurisdiction:** The letter of employment is made at Mumbai and competent courts of Mumbai shall have jurisdiction over any dispute or difference whatsoever arising out of, under, in relation to or in connection with the letter of employment or breach hereof or in respect of any matter or thing herein contained.

v. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

vi. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

vii. **Change of address:** You will intimate in writing to the Company any change of your residential address within a week of the same changing, failing which any communication sent to you on your last recorded address shall be deemed to have been duly served on you.

viii. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

ix. **Suspension:** You may be placed under suspension pending enquiry into the charges of misconduct or any other breach hereof. The salary for the suspension period will be paid to you only if you are found not guilty of any of the charges for which you are suspended and not otherwise.

x. **Travel:** You shall make your own transport arrangements to and from the place of work.

xi. **Documentation:** Please submit the following documents, if not submitted earlier:

a. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.

b. Three copies of your recent passport size photographs with blue background.

c. Relieving letter and salary certificate from your last employer, in case you are/were employed.

xii. **Severability**: If any term or provision of this letter of employment shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder hereof. If the remainder of this letter is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this letter of employment and such provision shall be replaced by a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

xiii. **Non Waiver**: No delay or omission on the part of Company in exercising any right, power, privilege or remedy in respect of your employment terms shall neither impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single partial exercise of such right, power, privilege or remedy, preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

I confirm that I have read and understood the terms and conditions set out herein and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: Nandini Kotla

Signature:

Date: 21 May 2021

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Date: 21 May 2021

Ref No: 5175/63983438/14205094/210521/1144

Dear GunturSatya Sumanth,

Offer of Employment

We are delighted to offer you employment into Reliance BP Mobility Ltd. in the position of Area Sales Rep - JioBP - AP - Warangal, at level **J** in Hydrocarbon group, based at Hyderabad subject to the terms set out in this letter. Your joining date will be 01/06/2021.

Documentation

In addition to this offer letter, please find appended:

- A compensation term sheet
- Components of Compensation
- Terms and conditions
- Other applicable paperwork based upon your specific needs

You are required to read these before you commence your employment.

As mentioned above, your initial posting will be at Hyderabad. During employment with the Company, you may be posted at any other location in India or abroad at any Reliance Group Company without any additional compensation.

Please note that all the compensation, benefits and assistance set out in the attached appendices are not contractual and can be varied, replaced or withdrawn at any time at the Company's absolute discretion.

We would also like to draw your particular attention to our Values and Behaviours. We have six values that express our shared understanding of what we believe, how we aim to behave and what we aspire to be as an organisation. Our values are about delivering customer value, having an ownership mind-set, showing respect and integrity, pursuing excellence and being one team.

Conditions of the offer

This offer of employment is subject to you completing the following requirements 1-4 and providing all of the below information and documentation requested **BEFORE** you commence employment with us. All information / documentation submitted by you will be considered as submitted on your own freewill and consent. We reserve the right to withdraw our offer of employment/ terminate your employment with us without assigning any reason whatsoever thereof, or delay your joining date if you do not provide the required information and documentation within the required timelines or if during this process you intentionally leave out any information or provide any information which is inaccurate or untrue.

1. Confirming your acceptance of this offer of employment, **within two weeks** of the date of this letter as detailed below in Next Steps. By confirming your acceptance, you are also confirming that you do not have any legal or other restrictions that prevent you from commencing employment with us. This includes any outstanding obligations that you may owe to your current/previous employer

2. Providing evidence (such as your passport, national identity card or work permit) of being entitled to live and work in India for RIL

3. Clearing the employment reference checks, background checks, medical checks and receiving satisfactory reports.

4. Providing (what the company considers appropriate) evidence of your qualifications if requested

(This letter is computer generated and does not necessarily require a signature)

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Next Steps

This offer will remain valid for two weeks from the date of this letter, after which time it will lapse. In the next two weeks, we request that you contact your Recruiter, Pragya Chaturvedi as soon as possible to discuss our offer and if you have any other questions about joining our organization.

Please then confirm your acceptance of this offer by clicking 'Accept' button online. Please also return any additional documents requested at 1-4 above and any other documents you are requested to send to us by the two week deadline.

This offer is confidential and you must not discuss this or disclose any documentation related to it with anyone other than your immediate family. Any disclosure of the details of this offer to a third party other than your immediate family may result in withdrawal of the offer.

We very much hope you will accept this offer of employment and look forward to welcoming you to the Company.

Yours sincerely,

Authorized Signatory

(This letter is computer generated and does not necessarily require a signature)

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ANNEXURE A

Compensation Term Sheet

1.1 Annual Compensation Summary

Name: GunturSatya Sumanth Level: J		
Details of Compensation	**Monthly (INR)**	**Annual (INR)**
I. Components of Compensation		
Basic Pay	16,779	2,01,353
Medical Reimbursement	1,250	15,000
Food Coupon	2,750	33,000
Gift Coupon	417	5,000
Leave Travel Allowance	2,797	33,559
Residual Choice Pay	10,001	1,20,008
Vehicle		
Company Vehicle Scheme	Refer Annexure B	
Fuel & Maintenance		
Conveyance Allowance		
Housing		
House Rent Allowance	8,390	1,00,676
Insurance		
GPA Insurance Premium (GPA)	57	679
Group Term Life Insurance Premium	307	3,688
Medical Insurance Premium * (Self, Spouse, 3 Dependent Children & Dependent Parents)	3,432	41,190
SUB TOTAL - I	46,179	5,54,153
II. Retirals		
Employer's Contribution to Provident Fund: PF (12% of Basic Pay)	2,014	24,162
Gratuity (4.81% of Basic Pay)	807	9,685
SUB TOTAL - II	2,821	33,847
FIXED PAY (I + II)	49,000	5,88,000
III. Annual Cash Bonus (ACB)		
Annual Cash Bonus	6,500	78,000
SUB TOTAL - III	6,500	78,000
TOTAL PAY (I + II + III)	55,500	6,66,000

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***Medical Insurance premium -**
For employees joining at level F or above, you are requested to update your information on the ESS portal (Employee Self Service) after joining the organization in order to ensure that the coverage for Medical Insurance is as desired.

***Provident Fund -**
Employee makes an equal contribution from his salary towards Provident Fund.

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1.2 Tax Status of compensation elements

Below table shows all of the Total Pay components and their taxability status.

S.No.	Total Pay Components	Taxability Status (as per prevailing norms)
I	**Base Salary**	
a.	Basic Salary	Taxable
b.	Provident Fund Contribution (PF)	Please refer Annexure B
c.	Gratuity	Please refer Annexure B
II	**Choice Pay**	
a.	Medical Reimbursement	Taxable
b.	Food Coupon	Tax exempt subject to conditions
c.	Gift Coupon	Tax exempt subject to conditions
d.	Leave Travel Allowance (LTA)	Tax exempt subject to conditions
e.	Office Wear Allowance (OWA)	Tax exempt subject to conditions (only applicable to locations having a 'Uniform Policy')
f.	Children's Education Allowance (CEA)	Tax exempt subject to conditions
g.	Children's Hostel Allowance (CHA)	Tax exempt subject to conditions
h.	Residual Choice Pay (RCP)	Taxable
i.	**Vehicle**	
1.	Company Lease Vehicle Scheme	Tax exempt (up to the value of EMI)
2.	Fuel and Vehicle Maintenance Reimbursement	Tax exempt (Taxable Perquisite Notional Value)
3.	Conveyance Allowance	Taxable
j.	**Housing**	
1.	House Rent Allowance (HRA)	Tax exempt subject to conditions
2.	Company Accommodation (where it is provided)	Taxable Perquisite
k.	**Insurance**	
1.	Group Personal Accident Insurance Premium (GPA)	Tax exempt
2.	Group Term Life Insurance Premium (GTLI)	Tax exempt
3.	Medical Insurance Premium	Tax exempt
III	**Annual Cash Bonus (ACB) / Performance Linked Incentive (PLI)**	Taxable, If Applicable

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Please Note:-

- The income tax calculation is provisional and is based on the current income tax rules (**Rules**). Any change in the Rules may impact the income tax projections.

- You shall bear and pay the tax liabilities, if any, applicable in relation to all the perquisites or benefits provided to you in accordance with the provisions of this Agreement. Please note that all the details set out above are indicative and subject to change with change in Indian tax policies and rules.

- Employee shall be solely responsible for the payment of any and all taxes on salary / income, employee benefits and personal income. You are advised to get updated information in relation to the income tax calculation on your salary from independent external advisors

- Fixed Pay elements like fuel and maintenance reimbursement, office wear allowance, medical reimbursement, LTA will be reimbursed at actuals based on the bills submitted and in case the reimbursement amount falls short of the amount chosen, the balance will be paid as taxable allowance.

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Annexure B

Components of Total Pay

The Company follows a Total Pay structure that reflects the total cost of an employee to the Company this includes all direct and indirect payments including all benefits, perquisites, subsidies, and Annual Cash Bonus (**ACB**). This structure is being followed so as to provide flexibility to the employees in structuring their compensation package. The components within each category of payments are discretionary and these components may be changed by the Company from time to time without notice.

The main components under the Total Pay structure are as follows:

I. Components of Compensation

1. **Base Salary:** This is first part of the total pay, which may include Basic Salary, PF and Gratuity

   a. **Basic Salary:** This is the base pay component of the fixed pay and is the reference salary for provident fund and gratuity contribution.

   b. **Provident Fund (PF)**:

   The contributions payable by the Employer under the scheme shall be at the rate specified under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (**PF Act**). The current rate of contribution is 12% of PF Salary. Employee also contributes an equal amount from his/her monthly salary, as per PF Act. Both of these are remitted on a monthly basis to the Company's PF Trust / RPFC.

   Out of the Employer's contribution, a portion (presently 8.33% of PF Salary subject to a maximum of INR 1250) is deposited into the Employees' Pension Scheme. The part of the company's contribution deposited under Employees' Pension Scheme to RPFC is to provide employees with pension on retirement or after completion of a specified period of service. TDS recovery from PF settlement will be as per the relevant provision of the Income Tax Act, 1961.

   Benefits associated with Employees' Provident Fund and Employees' Pension Scheme will be as per the prevailing rules and regulations outlined in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Employees are advised to refer to EPFO site (http://www.epfindia.com/) for detailed rules, procedures and any other updates.

   Please note that the contribution amounts, limits, withdrawals and other rules applicable to the PF and pension are subject to applicable Indian laws in force from time to time. Employee is bound to adhere to all changes in the applicable law. Any implications on contribution, accumulation and withdrawal conditions outlined in the Employees' Provident Fund and Employees' Pension Scheme is to be borne by the employee. To understand implications associated with any such change in relevant laws or the Employees' Provident Fund and Employees' Pension Scheme, employees are recommended to solicit independent external advice.

   c. **Gratuity**

   Employer's contribution to the Company's Gratuity Fund will be as specified under 'The Payment of Gratuity Act ,1972'. Currently, the Employer's contribution to the Company's Gratuity fund is @ 4.81% of Basic Salary. Gratuity shall be payable to an employee on completion / end of his /her employment with the Company provided he/she has rendered continuous service for a minimum period of 4 years and 240 days. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment and in the event of separation prior to such 4 years and 240 days, the same will be paid as ex-gratia, except in case of separation due to disciplinary grounds.

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Gratuity is calculated as follows:

(Last Drawn Salary / 26 Days) x 15 days x Number of completed years of service (In the case of death, the minimum service requirement does not apply)

For every completed year of service or part thereof in excess of 6 months, the employer will pay the employee gratuity at the rate of 15 days wages based on the rate of wages last drawn by such employee. Income Tax on the gratuity payment will be applicable as per Income Tax Rules. In the event an employee fails to complete 4 years and 240 days of continuous service, ex-gratia will be paid up to the amount of gratuity accumulated and will be subject to prevailing Income Tax Rules.

Maximum Amount of Gratuity which will be exempt from Income Tax will be as per 'The Payment of Gratuity Act, 1972'.

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2. Choice Pay :

This is second part of the total pay. Subject to eligibility and availability of amount mentioned under various components in Annexure A, an employee may opt for all the allowances or combination of them

a. Medical Reimbursement

Employee may opt for medical reimbursement for expenses incurred by the employee to meet health related expenditure, such as medicines, doctor's fees etc. of the employee and his/her family members. Medical expenses up to a maximum of INR 15,000 per annum will be reimbursed at actuals against production of bills.

This component is taxable.

b. Food Coupons

Employee may opt for Sodexo / Accor Pass Meal Vouchers. These are food coupons that can be exchanged for food and beverages at all approved affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

c. Gift Coupons

Employee may opt for gift coupons. Company provides Sodexo / Accor Pass Gift Vouchers that can be used to buy dailynecessities at over 6000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash.

Up to INR 5,000 per annum is tax exempt.

d. Leave Travel Allowance (LTA)

Employee may opt for LTA. It refers to reimbursement by Company of actual expenses incurred only on travel by employee along with their dependents to any place within India. Expenses such as hotel accommodation, sightseeing, food etc. are not eligible to be reimbursed as LTA or for tax exemption. The following qualifying criteria are to be met for claiming LTA:

1. Employee must necessarily take 5 days of continuous Privilege Leave.
2. The family for this purpose includes spouse, unmarried dependent children (maximum of two only), parents and dependent brothers and sisters.
3. No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be up to 2 months' basic salary) that employee wishes to avail as part of employee's choice pay component. This choice has to be made by employee initially at the time of joining and thereafter at the beginning of each financial year. A mid-year change in the quantum of LTA is not permissible.

As per current Income Tax rules, tax exemption for LTA is allowed twice in a block of 4 calendar years. Tax authorities have defined the current 4 year block as being from 1 January 2018 - 31 December 2021.

The quantum of exemption is subject to following maximum limits depending on the mode of transport used or available:-

1. Journey by air: Economy class air fare of national carrier by shortest route or the actual amount spent, whichever is lesser
2. Journey by rail: AC first class fare by shortest route or the actual amount spent, whichever is lesser
3. Place of origin and place of destination connected by rail but journey performed by other mode of transport: AC first class fare by shortest route or the actual amount spent, whichever is lesser
4. Place of origin and place of destination not connected by rail (partially or fully) and not connected by other recognized public transport system: AC first class fare by the shortest route or the actual amount spent, whichever is lesser

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e. Office Wear Allowance (OWA)

Only employees' working at locations where a `Uniform Policy' is in place may opt for OWA.

OWA is an allowance provided to employees to meet expenditures incurred by him/her towards purchase of uniform to be worn at the workplace.

OWA is tax exempt subject to the following limits:-

a. For all Grade: INR 24,000

f. Children's Education Allowance (CEA)

Employee may opt for CEA to meet education expenses of their children.

INR 100 per month per child subject to a maximum of two children is tax exempt

g. Children's Hostel Allowance (CHA)

Employee may opt for CHA to meet hostel expenses of their children.

INR 300 per month per child subject to a maximum of two children, is tax exempt

h. Residual Choice Pay (RCP)

The balance un-utilized amount is paid under the salary head as "Residual Choice Pay" and is subject to tax.

Please note that you are required to make a declaration within 7 days of joining the Company and at the beginning of each financial year and thereafter from time to time within the timelines notified by the company, regarding the amounts to be claimed under each expense mentioned above. You are required to submit all bills and other supporting documents on or by 15th January for each financial year

i. Vehicle

1. Company Leased Vehicle Scheme (CLV)

As part of the compensation structure the company offers an option of availing a vehicle under the prevailing company vehicle policy, subject to eligibility. The major features of the scheme are as follows:

Parameter	Four Wheeler
Scheme Details	Company Leased Vehicle (CLV)
EMI Calculation Base	Vehicle Invoice Value (Final on-road price, excluding taxes)
EMI Limit	Grade `H' and above - upto 100% of Residual Choice Pay Grade `I' and below - upto 50% of Residual Choice Pay
Interest rate	11.5 % per annum on monthly reducing balance basis
Vehicle Cost Limit	NA
Tenure	2 to 4 Years (Upto 48 Instalments)
Insurance Coverage Options	1.Comprehensive 2.Bumper to Bumper (Zero depreciation)

Mandatory debits towards Vehicle Insurance would be applicable to those opting this scheme.

The company vehicle policy provides more details regarding the vehicle scheme.

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2. Fuel and Vehicle Maintenance Reimbursements

All employees covered by the Company Vehicle Scheme are eligible for fuel and vehicle maintenance reimbursements. Employees using self-owned vehicles are also eligible for such reimbursement.

The limits for Fuel & Vehicle Maintenance for Own Vehicles and Vehicles under Company Vehicle Scheme are as under:

Level	4 Wheeler	2 Wheeler
All Grades	INR 1,80,000 p.a.	INR 36,000 p.a.

In case an employee is using a self-owned vehicle, he/she needs to maintain a vehicle usage log in the system (ESS). Tax exemption will be available upto the limits set out above, subject to submission of supporting documents.

3. Conveyance Allowance

To be opted by an employee to meet the expenditure incurred for the purpose of commuting between place of his/her residence and place of his/her duty. However, this option may be availed only if the employee is not opting for fuel and maintenance reimbursement.

This component is taxable.

j. Housing

1. House Rent Allowance (HRA)

House Rent Allowance is paid in respect of expenses incurred on rented accommodation.

As per Section 10(13A) and Rule 2A of the Income Tax Act and Rules respectively, the lesser of the following is

exempt from tax-

1. An amount equal to 50% of the salary, where the residential house is situated at Mumbai, Kolkata, Delhi or Chennai and an amount equal to 40% of salary where the residential house is situated at any other place;
2. House rent allowance received by the employee in respect of the period during which the rental accommodation is occupied by the employee during the previous year
3. The excess of rent paid over 10% of salary

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2. Company provided Accommodation

In case the employee is opting for an accommodation provided by the company, the basis of valuation will be as under-

Population of City as per 2001 census where Accommodation is provided	Where the Accommodation is owned by the Employer	Where the Accommodation is taken on lease or rent by the Employer
Exceeding 25 lakhs	15% of Salary in respect of the period during which the accommodation is occupied by the Employee	1. 15% of Salary; or 2. Lease rent (paid or payable) by the Employer, whichever is less
Exceeding 10 lakhs but not exceeding 25 lakhs	10% of the Salary in respect of period during which the accommodation is occupied by the Employee	
Any other	7.5% of the Salary in respect of period during which the accommodation is occupied by the Employee	

k. Insurance

i. Group Personal Accident Insurance (GPA)

All Employees are mandatorily covered under the Group Personal Accident Insurance scheme.

The sum insured is INR 25 lakhs and the corresponding debit towards premium is INR 679 per annum.

Benefit Clauses:

1. Death: 100% of sum insured
2. Permanent Total Disablement: 100% of sum insured as per insurance policy
3. Permanent Partial Disablement: varies from 1% to 75% of sum insured as per insurance policy
4. Temporary Total disablement: 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

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ii. Group Term Life Insurance (GTLI)

All employees are mandatorily insured under Group Term Life Insurance. The insured amount and corresponding premium [mandatory debit] are as follows:

Fixed Pay (Base Pay + Choice Pay)	Sum Assured	Mandatory Debit (per annum)
Up to INR 24,99,975	INR 25 Lakhs	INR 3,688
From INR 24,99,975 to below INR 49,99,975	INR 50 Lakhs	INR 7,375
From INR 49,99,975 to below INR 74,99,975	INR 75 Lakhs	INR 11,063
INR 74,99,975 and above	INR 100 Lakhs	INR 14,750

Benefit Clause: -

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

iii. Medical Coverage

The Company endeavors to ensure that financial support is available to all employees to meet their medical needs and those of their dependent family members. All employees are mandatorily covered under this scheme. The coverage and mandatory debits in respect of the same are as follows-

Level	Family Definition	Benefits of Mandatory Coverage
B to F: Company's Management Medical Scheme	Self, Spouse, 3 dependent children (up to 25 years)	Floater Mediclaim Policy of INR 5 Lakhs, Plus Additional floater Mediclaim policy of Domiciliary reimbursement at actuals (as per INR 5 Lakhs the Management Medical Scheme)
	Dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospitalization room category up to Deluxe Single AC Room 2. Dental treatment reimbursement up to INR 15,000 per family p.a. (cosmetics not covered) 3. Full time Retainers shall be covered as per commitment / joining terms 4. For non-allopathy (e.g. Homeopathy, Ayurveda, Unani or other Medical practitioner) treatment, the medical practitioner should be registered as per the guidelines of Indian Medical Association	
G to Below: Group Mediclaim Policy	Family of 7 members - Self, spouse, 3 dependent children (up to 25 years), 2 dependent parents	Floater Mediclaim coverage of INR 5 Lakhs irrespective of the number of members covered, Plus Additional floater Mediclaim policy of INR 5 Lakhs
	1. Hospital Room Category - Eligibility of up to Non- Deluxe Single AC Room 2. Sub limit of Maternity benefit (for first three children) up to INR 50,000 3. Sub limit for OPD basis treatment for Dental INR 1,500 (excluding the cost of dentures, bridges, crowns, scaling, filling, cleaning, polishing and cosmetic dentistry) 4. Sub limit for OPD basis treatment for Eye INR 500 (excluding cost of contact Lens, spectacles and cosmetic treatments)	

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Medical Insurance Debits:
F & Above grades

- INR 30,259 per annum per person for self and spouse
- INR 15,631 per annum per child (upto 25 years)
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for self, spouse and child covered under mandatory policy
- INR 29,154 per annum for dependent parents
- INR 12,036 per annum for **Additional Medical floater** cover of INR 5 Lakhs for parents.

G & Below grades :

- INR 29,154 per annum per family unit of 7 members
- INR 12,036 per annum for **Additional** Medical floater cover of INR 5 Lakhs

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Annexure C

Terms and Conditions

01. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

i. Medical Fitness: Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company .

ii. Verification of Particulars: In case the particulars mentioned in your application or the representations or warranties or any other information provided by you are found to be false, inaccurate or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

02. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits payable to you are in consideration of the terms, covenants, and conditions stated in the offer of employment including this Annexure C, and you represent, warrant and covenant to the Company that:

i. You are under no contractual or other restriction or obligation which is inconsistent with the terms or conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

ii. You are under no physical or mental disability that may hinder the performance of your duties / obligations contained herein;

iii. You shall not raise any issue as to the reasonableness of the terms, covenants, or conditions contained herein in any proceeding to enforce these terms, covenants and/or conditions;

iv. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, that is inconsistent herewith

v. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company.

You acknowledge that the terms, covenants, and conditions set forth herein are essential for the Company's protection and are not unreasonable and that the Company has relied on these representations, warranties, and covenants provided by you.

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03. DUTIES AND RESPONSIBILITIES:

i. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability exclusively for the Company. You agree that you will devote all of your working time, attention and best efforts in performing your duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities during the terms hereof. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules, regulations and directions of the Company, as applicable from time to time.

ii. **Non Solicitation:** You will not, during the term of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its affiliates or associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company.

iii. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

iv. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial shareholding or other beneficial interest in any business enterprise or entity which is engaged in, or is in competition with, any business engaged in by the Company or any of its affiliates or associated companies. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business or entity whose securities are traded on any national stock exchanges or in the over-the-counter market.

v. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Company, as specified from time to time. However, you may be required to work additional hours, from time to time, to carry out your duties and responsibilities effectively.

vi. **Confidentiality and Non-disclosure:** You shall keep confidential and not disclose to any person or entity any information received or that comes to your knowledge during the course of your employment including in relation to the Company, its affiliates, associated companies, and third parties, in relation to any of our or their businesses or operations, particulars or details of manufacturing processes, technical know-how, security arrangements, analysis, compilations, forecasts, studies, summaries, notes, ideas(whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business model/strategies, administrative organizational matters and any other information important for the Company. This shall include information in relation to third parties received by the Company in relation to any transaction being contemplated by the Company. Your obligation to maintain confidentiality of such information shall continue notwithstanding expiry or termination of your employment with the Company.

Third party Confidential obligations & prevention of IP contamination: You shall not use or disclose to the Company any confidential information of any third party received by you in your personal capacity from such a third party under an obligation of confidentiality, or knowingly induce use of such information in the business of the Company. Your employment/engagement with the Company shall not violate any obligation of confidentiality or non-solicitation of employment/assignment with any other party and that in case you are made aware of any such change in circumstances, you will inform the Company immediately of such change in the circumstances. You shall refrain from using/applying information/data in your current employment which qualifies as third party intellectual property to avoid any potential scenario of Intellectual Property contamination.

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vii. **Proprietary Rights:** You will disclose to the Company forthwith any discovery, invention, process or improvement made or discovered by you while in the service of the Company or thereafter, and all the rights, title, interest in such discovery, invention, process or improvement shall automatically belong absolutely to the Company and be the sole, absolute and exclusive property of the Company immediately upon discovery, invention or creation of process or improvement, whether or not delivered to the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letter's patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company and you will execute and deliver all such deeds and documents, including in particular instruments of assignment and do all such acts and things as may be required by the Company for assigning, transferring or otherwise vesting all rights, title and interest in the same and all benefits arising in respect thereof in favor of the Company or its nominee.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

viii. **Safe-keeping of Company's property:** You will be responsible for safe keeping of and returning in good order and condition all properties of the Company, its affiliates and associated companies which may be in your possession, custody, care or charge or being used by you. In case of loss of any such property, the Company will be entitled to assess the value of the loss / damages caused to it and recover the same from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

ix. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of authority or power of attorney issued in your favour and any property or material of the Company or any of its affiliates or associated companies in your possession at the time of cessation of your employment with the Company. You shall also return to the Company all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

x. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have not been expressly authorised nor will you alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous written consent of the Company. You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

xi. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliate or associated companies or any other employee or business associate of the Company or any of its affiliates or associated companies in any public or non-public communication with any customer, client or member of the investment community or media or in any communication whatsoever.

xii. **Confidential nature of terms of employment:** You agree that, save and except as may be required by applicable law, (with the prior consent of the Company), you shall not disclose the terms of your employment to any person.

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xiii. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company.

You agree that the restrictions and remedies contained herein are reasonable and that it is your intention that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

Further, you hereby agree to indemnify and keep fully and effectively indemnified and hold harmless the Company, its affiliates, associates subsidiaries, and the directors, trustees, officers, employees, agents, authorized representatives and successors of all the foregoing from and against any and all claims, suits, actions, legal or other proceedings, demands, damages, liabilities, interest, costs, expenses (including attorney fees), and losses of whatsoever kind or nature incurred or sustained by Company or any of the third party directly or indirectly arising due to breach of any of obligations mentioned in the letter of employment and/or these terms and conditions.

04. TERMINATION OF EMPLOYMENT:

i. Employment At-Will: You acknowledge that your employment is and shall continue to be AT-WILL. This means that you have the right to terminate your employment with the Company at any time without providing any reason in accordance with the provisions hereof. Similarly, the Company may terminate your employment with or without cause at any time and for any reason in accordance with the provisions hereof. Accordingly, this letter of employment is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

ii. Superannuation: In the normal course, you will retire from the company on attaining superannuation at the age of 58 years.

iii. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

a. return to work within 8 days from the commencement of such absence, and

b. give an explanation to the satisfaction of the Company regarding such absence

iv. Medical Fitness: The Company has the right to request you to get yourself medically examined by a certified medical practitioner specified by the Company during the tenure of your employment. In case you are found to be medically unfit to perform your duties, your employment may be terminated.

v. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months notice in writing or payment of three months Basic Salary on a pro rata basis, in lieu thereof. Similarly, you may resign from the Company's employment without cause by giving three months notice in writing or by payment of three months Basic Salary on a pro rata basis, in lieu thereof. In the event of your resignation, the Company may in its sole discretion opt to accept the same and relieve you prior to the completion of the stipulated notice period of three months, without any pay in lieu of the notice period.

vi. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for fraud, misconduct, negligence or breach of any of the terms and conditions of your letter of employment which includes this Annexure C. Without prejudice to the general meaning of the term "misconduct", "misconduct" shall include any case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, or any action of indiscipline or inefficiency.

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vii. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business as the Company or any of its affiliates or associate companies.

viii. Recovery of Payments: (If applicable) Payments made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the Company prior to completion of 1 year from joining the Company.

05. GENERAL:

i. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated at such time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives.

ii. Rules, Regulations and Policies on Ethics: You will be governed by the service rules, regulations and policies including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come into force from time to time. You must observe the policies that the Company publishes / notifies from time to time. These policies include requirement that you maintain the highest standards of conduct and act with the highest ethical principles.

a. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

b. You are required to read and understand all policies applicable to you, all of which are available in the Reliance Management System ("RMS") portal. If you have any questions, now or in the future, please ask the Human Resources Department through the Query Management System in the ESS portal. You may also be required to sign and abide by the Policy on Ethics of the Company and undertake to sign such declarations that the Policy may demand from time to time.

c. Women employees will be entitled to all the statutory benefits provided by the Company under the Maternity Benefit Act 1961, and its subsequent amendments, if any, details of which are set out in the RMS/ESS portal.

iii. Media Interaction: You will not interact with the media - electronic, print or otherwise in

a. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as a representative of the Company. Only persons duly authorized by the Company are permitted to interact with media and then only on specified subjects. Disclosure of any information other than those specifically authorized by the Company is prohibited.

b. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Company.

c. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

d. For any outside publication of books, articles or manuscripts which relate in any manner to the Company's business, policies and processes, you are required to obtain prior written approval of the Company prior to its publication or release.

e. Any violation of the Company's media policy, will tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

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iv. **Jurisdiction:** The letter of employment is made at Mumbai and competent courts of Mumbai shall have jurisdiction over any dispute or difference whatsoever arising out of, under, in relation to or in connection with the letter of employment or breach hereof or in respect of any matter or thing herein contained.

v. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

vi. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

vii. **Change of address:** You will intimate in writing to the Company any change of your residential address within a week of the same changing, failing which any communication sent to you on your last recorded address shall be deemed to have been duly served on you.

viii. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

ix. **Suspension:** You may be placed under suspension pending enquiry into the charges of misconduct or any other breach hereof. The salary for the suspension period will be paid to you only if you are found not guilty of any of the charges for which you are suspended and not otherwise.

x. **Travel:** You shall make your own transport arrangements to and from the place of work.

xi. **Documentation:** Please submit the following documents, if not submitted earlier:

a. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.

b. Three copies of your recent passport size photographs with blue background.

c. Relieving letter and salary certificate from your last employer, in case you are/were employed.

xii. **Severability**: If any term or provision of this letter of employment shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder hereof. If the remainder of this letter is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this letter of employment and such provision shall be replaced by a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

xiii. **Non Waiver**: No delay or omission on the part of Company in exercising any right, power, privilege or remedy in respect of your employment terms shall neither impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single partial exercise of such right, power, privilege or remedy, preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

I confirm that I have read and understood the terms and conditions set out herein and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: GunturSatya Sumanth

Signature:

Date: 21 May 2021

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IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Re: Offer letter - Adit Amresh - Management Trainee - Sales

1 message

Adit Amresh <aditamresh@gmail.com> Thu, Apr 8, 2021 at 7:16 PM
To: Ridhi Menon <ridhi.menon@radiobigfm.com>
Cc: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>, Charu Vijayvargiya <charu.vijayvargiya@radiobigfm.com>

Dear Ma'am,

Acknowledged the receipt of LOI. Please consider this E-mail as my acceptance to the LOI.

Yours sincerely
Adit Amresh
7428032787

On Thu, 8 Apr, 2021, 6:41 pm Ridhi Menon, <ridhi.menon@radiobigfm.com> wrote:

> Dear **Adit,**
>
> Welcome to BIG FM! We are pleased to offer you the position of **Management Trainee – Sales**.
>
> Your **Fixed Compensation** is **Rs. 6,00,000/-** (*Rupees* Six *lakhs only*) per annum. In addition you will be eligible for performance bonus of Rs. 2,00,000 (*Rupees two lakhs only*) applicable after completion of one year. You will be also entitled for following benefits
>
> Mobile/Internet reimbursement : As per company policy
>
> Medical insurance for self + Spouse + 2 kids
>
> Performance linked variable pay : As per company policy
>
> Gratuity
>
> Field Travel Allowance (only for Sales) As per company policy
>
> We are sure – you would be excited about your next innings post completion of your professional degree and we too are equally excited about magical beginning of your career with BIG FM! This marks the start of an awesome journey which will begin virtually from your base location.
>
> Stay tuned for further details which will follow soon with respect to your joining date by 2nd week of April. For any questions or if you need additional information, our team will be happy to answer by email or phone-
>
> Ridhi Menon, Sr. HR Business Partner and Lead- Talent Acquisition (ridhi.menon@radiobigfm.com) #9555618082 or
>
> Charu Vijayvargiya, Sr. HR Business Partner and Lead- Organization & Development (charu.vijayvargiya@radiobigfm.com) #9004071081
>
> A detailed copy of the letter of appointment will be shared with you on your day of joining the Company. You are requested to confirm your acceptance to the letter.
>
> Best Regards,
> Ridhi Menon
>
> **Disclaimer:** The information contained in this e-mail message is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you should return it to the sender immediately.

Please note that while we scan all e-mails for viruses we cannot guarantee that any e-mails virus-free and accept no liability for any damage caused by any virus transmitted by this email.

Annual Performance Linked Incentive Policy

Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria for Ninja's

- All *aPLI* will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *aPLI* is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *aPLI* for the fiscal
- *aPLI* entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *aPLI* for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation
- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive
- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.
- Sales Associates CAR will be considered for Increments and Promotions; for *aPLI* consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Annual Performance Linked Incentive Policy

***aPLI* entitlement is as per the below Reward Meter**

Consolidated Revenue % Of Annual Target	No of Months Salary		
	Metro	Mini Metro**	Emerging Markets
85-89.99	2	1	0.5
90-94.99	3	2	1
95-99.99	4	3	1.5
100-109.99	6	5	3
110-119.9	8	7	5
120-129.99	10	9	7
130 & above	12	11	9

*** Markets with Annual Revenue Target of 12 cr*

Applicable for Sr. BP, ASM, Cluster Head, Regional Business Director, NSH	
Consolidated Revenue % Of Annual Target	**No of Months Salary**
85-89.99	2
90-94.99	3
95-99.99	4
100-109.99	6
110-119.9	8
120-129.99	10
130 & above	12

Revised Effective April 2018

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer letter - Darshana Jhajharia - Management Trainee - Sales

1 message

Ridhi Menon <ridhi.menon@radiobigfm.com> Thu, Apr 8, 2021 at 6:40 PM
To: jhajhariadarshana@gmail.com
Cc: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>, Charu Vijayvargiya <charu.vijayvargiya@radiobigfm.com>

Dear **Darshana,**

Welcome to BIG FM! We are pleased to offer you the position of **Management Trainee – Sales**.

Your **Fixed Compensation** is **Rs. 8,00,000/-** (*Rupees* Eight *lakhs only*) per annum. In addition you will be eligible for performance bonus of **Rs. 2,00,000/-** (*Rupees two lakhs only*) applicable after completion of one year. You will be also entitled for following benefits

Mobile/Internet reimbursement : As per company policy

Medical insurance for self + Spouse + 2 kids

Performance linked variable pay : As per company policy

Gratuity

Field Travel Allowance (only for Sales) As per company policy

We are sure – you would be excited about your next innings post completion of your professional degree and we too are equally excited about magical beginning of your career with BIG FM! This marks the start of an awesome journey which will begin virtually from your base location.

Stay tuned for further details which will follow soon with respect to your joining date by 2nd week of April. For any questions or if you need additional information, our team will be happy to answer by email or phone-

Ridhi Menon, Sr. HR Business Partner and Lead- Talent Acquisition (ridhi.menon@radiobigfm.com) #9555618082 or

Charu Vijayvargiya, Sr. HR Business Partner and Lead- Organization & Development (charu.vijayvargiya@radiobigfm.com) #9004071081

A detailed copy of the letter of appointment will be shared with you on your day of joining the Company. You are requested to confirm your acceptance to the letter.

Best Regards,
Ridhi Menon

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Annual Performance Linked Incentive Policy

Applicable to all Ninja's

Annual Performance Linked Incentive policy describes the entitlement and eligibility criteria for Ninja's

- All *aPLI* will be paid at the discretion of the Company and the disbursement proportion is largely governed by Company performance
- An associate will be not be eligible to receive incentive if she/ he is not on the muster rolls of the Company or is on notice period at the time the *aPLI* is disbursed
- An associate has to have at least 2 Quarterly Performance Appraisal Ratings which will be considered for Consolidated Annual Rating (CAR) of A, B or C to be eligible
- Associates with CAR of X will not be entitled to *aPLI* for the fiscal
- *aPLI* entitlement is on the Fixed Pay earned in the fiscal (pro-rata of the annual fixed pay)
- *aPLI* for Sales Associates will be on percentage of target achieved, only collected revenue will be considered for target achievement calculation
- Realized revenue will be calculated 90 days from the month of invoice is booked, 150 days is considered in case of Government Revenue from the month of invoice. Collection done beyond this period will not be eligible for any incentive
- Incentive will be disbursed in one tranche anytime after 150 days from Fiscal ending to accord for collection for the ROs booked.
- Sales Associates CAR will be considered for Increments and Promotions; for *aPLI* consolidated collected revenue as % achievement of annual target will be considered, giving the opportunity to earn as much as 12 months of the annual fixed pay adjusted on pro-rata basis as given below:

Annual Performance Linked Incentive Policy

***aPLI* entitlement is as per the below Reward Meter**

Consolidated Revenue % Of Annual Target	No of Months Salary		
	Metro	Mini Metro**	Emerging Markets
85-89.99	2	1	0.5
90-94.99	3	2	1
95-99.99	4	3	1.5
100-109.99	6	5	3
110-119.9	8	7	5
120-129.99	10	9	7
130 & above	12	11	9

*** Markets with Annual Revenue Target of 12 cr*

Applicable for Sr. BP, ASM, Cluster Head, Regional Business Director, NSH	
Consolidated Revenue % Of Annual Target	**No of Months Salary**
85-89.99	2
90-94.99	3
95-99.99	4
100-109.99	6
110-119.9	8
120-129.99	10
130 & above	12

Revised Effective April 2018

Reference Number : HRO HYDERABAD/4057687
Date of Offer : June 02, 2021

Mr. AZHAR JAMAL SIDDIQUI
MANUU UNIVERSITY, GACHIBOWLI, GACH
TELECOM NAGAR
HYDERABAD-500032

Subject: Appointment Letter

Dear Mr. AZHAR JAMAL SIDDIQUI,

We welcome you to Coforge DPA Pvt. Limited (Erstwhile NIIT Incessant Private Limited) (hereinafter referred to as "**Company**") and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavor to succeed originates from our Vision "**ENGAGE WITH THE EMERGING**" and our Mission "**TRANSFORM AT THE INTERSECT**".

With reference to the discussions that we had with you, we are pleased to offer you the role of **EXECUTIVE** in the Company and your designation will be **EXECUTIVE**. Your joining location will be Hyderabad.

We are pleased to offer you an Annual Gross Emoluments of ₹ 4,50,011. This includes a Variable Compensation of ₹ 22,500. The earned Variable Compensation may vary, depending on the Company's performance and your performance during the year.

Other details about your compensation are mentioned in Annexure A.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B.

Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

We request you to join us on or before June 03, 2021.

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by June 03, 2021 as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.
- This offer will stand withdrawn, if we do not receive your acceptance of the same within 5 days of receipt of this Employment Agreement.

The Company provides long-term career opportunities to every employee. We sincerely hope that you will grow with the organization.

We look forward to your joining us. Should you have any further questions or clarifications, please feel free to contact us.

On your accepting this offer, the combination of this offer letter along with the listed Annexures shall form the complete Employment Agreement (and referred to as "**Employment Agreement**").

Thank you

For Coforge DPA Pvt. Limited (Erstwhile NIIT Incessant Private Limited)

Suresh Kumar Jagannathan

CHIEF OPERATING OFFICER

Candidate Signature :

Date :

ANNEXURE A - Compensation & Benefits Details

Name	:	**AZHAR JAMAL SIDDIQUI**	**Applicant Number**	:	**4057687**
Designation	:	**EXECUTIVE**	**Benefit Plan**	:	**Q**
Personnel Area	:	**Coforge DPA- Hyderabad**			

A.	**Monthly Salary (₹)**	Basic	14,000
		HRA	7,000
		Conveyance + LTA	8,680
		Flexi Basket	2,816
		Gross Monthly	**32,496**
B.	**Annual Benefit (₹)**	PF (as per act)	21,600
		Mediclaim without Parents	6,262
		Life Insurance Premium	1,620
		Annual Benefits Total	**29,482**
C.	**Variable Compensation (₹) (on achievement of 100% goals)**		**22,500**
D.	**Annual Cost To Company (₹)**		**4,41,934**
E.	**Gratuity (₹)**		**8,077**
F.	**Annual Gross Emoluments (₹)**		**4,50,011**

1. The Conveyance Allowance + LTA consists of vehicle expenses reimbursement (VER) & LTA. If self-owned car is used, expenses towards petrol and maintenance up to ₹ 1800/- p.m. (₹ 2400/- p.m. if CC is more than 1.6 litres), is exempt from tax as per current rules. LTA is governed by the Income Tax rules. The balance, if any from Conveyance Allowance + LTA will be paid on a monthly basis after deductions.

2. The Flexi basket consists of mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. Reimbursement towards mobile phone usage charges up to ₹ 3000/- p.m. is exempt from tax as per current rules.

3. Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.

4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexibasket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.

5. Gratuity will be payable as per the Gratuity Act, i.e. 15 days salary for every year of completed service and serving the company for 5 yrs

6. Life Insurance premium is towards the Life Cover for self as per scheme.

Authorized Signatory

Candidate Acceptance / Sign Date

Coforge

incessant

Benefits Offered – Benefit Plan Q

S. No.	Benefit	Description	Benefit Limit
1	Special Dating Allowance	Benefit on Birthday if Single or Wedding Anniversary if married	₹2,000/- once in a Financial Year
2	Leave Travel Allowance	Reimbursement of travel expenses incurred on a holiday with tax benefit on the same	Maximum annual limit is up to one month's basic salary.
3	Insurance	• Life Insurance Coverage • Mediclaim Scheme with Floater Option of Self + 3 or Self + 5 with/without parents. • Group Personal Accident Insurance Cover	5 times of CTC Rs. 1,50,000/- to Rs. 30,00,000/- Accidental claim benefit as per GPAI policy
4	Gratuity and Superannuation	As per Company Norms	As per Company Norms
5	Gym Facility/Allowance	Gym Facility on premises.	NA
6	Each One Get One (EOGO)	Referral Scheme that offers benefits to refer friends/acquaintances for suitable positions in the organization.	As per EOGO Policy
7	Wedding Allowance	Wedding allowance as a token of gift by the organization	₹4,000/- one time
8	Take a break or Gym Reimbursement	Rejuvenate or take a gym membership reimbursement once in every financial year based on the tenure	0.5 – 2 years: ₹3000 p.a. 2 – 4 years: ₹5000 p.a. 4 years & above: ₹7000 p.a.
9	Technical Certificate Reimbursement	Certification	Reimbursement is done basis actuals

ANNEXURE B - Terms & Conditions of Employment

1. Probation Period

1.1 You will initially be on probation for a period of six (6) months which may be extended or reduced at the sole discretion of the Company.

1.2 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 6.2 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.

1.3 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.

1.4 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.

1.5 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

2. Duties

2.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time.

2.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.

2.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.

2.4 You shall, always, keep your manager promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.

2.5 You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.

2.6 During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.

2.7 You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.

2.8 You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.

2.9 You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

3. Place of work

3.1 You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.

3.2 You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.

3.3 The Company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.

3.4 You shall comply with the Company's rules relating to relocation to or from a Customer location.

3.5 You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of any movable or immovable property will remain with Company.

4. Taxation

The amount payable by the Company towards salaries and benefits shall be subject to deduction of income tax at source under applicable laws. All other requirements under the Indian tax laws including tax compliance and filing of tax returns shall be fulfilled by you at your own cost.

5. Leave

You will be eligible for leave in accordance with the leave policy of the Company as applicable for the time being in force.

6. Separation of Employment

6.1 You will automatically retire from services on attaining the superannuating age, as per company policy.

6.2 Either party may terminate this Employment Agreement, during or after probation, by serving:

a) Ninety (90) days of notice period for all employees deployed on Projects, or in Deployable Pool;
b) Sixty (60) days for all other employees across the Company in accordance with the Notice Period Policy;

6.3 The Company may terminate your services immediately and without notice if:

a) You commit a crime involving moral turpitude, theft, fraud and deceit;
b) Your conduct has adverse effect on the reputation of the Company, its directors and officers;
c) You commit any act or omission inconsistent with the duties assigned to you;
d) You are found to be in gross negligence or willful misconduct or misdemeanor;
e) You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
f) You provide false information to the Company at the time of your joining; or
g) Your performance is determined by the Company to be unsatisfactory.

6.4 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.

6.5 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.

6.6 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or

subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:

a) Return to work within eight (8) days of commencement of such absence; or
b) Submit proofs in case of a medical / legal emergency.
   At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as per company policy.

6.7 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as in Annexure D.

7. Code of Conduct

7.1 You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.

7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.

7.3 The Company has released its Code of Conduct to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct once you join the Company.

8. Representation and Warranties

8.1 The Company has made the offer of employment based on the bona fide statements and documents provided by you in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services without notice.

8.2 You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:

a) Initiate all necessary background check through various third-party agencies;
b) Implement the terms and conditions of various contracts entered by the Company; and
c) Comply with relevant laws.

9. Non-Solicitation and Non-Compete

You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

a) Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
b) Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the "Restricted Territories" as defined below.
The term "Competitive Activity" shall mean the whole of the business activity carried on or engaged by or

pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

The term "Restrictive Territories" shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future up to and including the date (if any) on which you commence employment with another employer.

The term "Customer" shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.

10. Confidentiality & Intellectual Property

10.1 In this Employment Agreement, the term "Confidential Information" means the Confidential Information of the Company as set forth below:

a) Company Internal Information which includes but is not limited to:

(i) Tax records, financial information, such as the Company's earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;

(ii) Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;

(iii) Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;

(iv) Customer information, such as any compilation of past, existing, or prospective customers, customers' proposals or agreements between customers and status of customers' accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;

(v) Vendor and service provider information, prices, and terms at which procurements are made by the Company.

b) Technical Information which includes but is not limited to:

(i) All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;

(ii) Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;

(iii) Information relating to trade secrets, confidential knowledge, data;

(iv) Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

c) Business Information which includes but is not limited to:

(i) Business plans, mechanisms, business related functions, activities, business systems, processes, and services;

(ii) Trade secrets, business strategies, marketing strategies, methods of operation, and market information;

(iii) Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company's business and activities.

10.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve (12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.

10.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.

10.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.

10.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising out of the performance of the services provided to the Company by you under this Employment Agreement.

10.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services hereunder.

10.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.

10.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.

10.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.

10.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

11. Conflict of Interest

11.1 You shall engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or 'moonlight' or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.

11.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

12. Performance Management and Salary Revision

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

13. Medical Fitness

13.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.

13.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

14. Non-Disparagement

You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

15. General

15.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.

15.2 You must submit documents mentioned in check list in Annexure C.

15.3 This Employment Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising under this Employment Agreement shall be subject to the local courts where you are based.

15.4 You will inform in writing to the Base unit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

15.5 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.

15.6 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.

15.7 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any of your duties or obligations under this Employment Agreement.

Acceptance

I, agree to accept the employment on the terms and conditions specified in this Employment Agreement and the Annexures.

Name: _____

Signature: _____

Place: _____

Date: _____

ANNEXURE C – List of documents required on date of joining
(if not already submitted)

1. Your copy of the appointment letter

2. Five passport size and two stamp size photographs with plain background

3. Information of your blood group

4. Qualifications documents – Graduation onwards till highest qualification (Final year/semester mark sheet & Degree /Passing Certificate(s))

5. If you have been working earlier :

   a) Relieving Letter/Experience Certificate from the previous employer(s)
   b) Appointment letter of the previous employer
   c) Name of the Provident Fund Trust (in case it was a trust) and UAN Number
   d) Your Provident Fund and Family Pension Fund Account Numbers

6. Copy of Passport (Indian/Non-Indian)

7. Copy of PAN Card

8. Copy of Aadhaar Card

9. Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Scheme

10. In case you wish to opt out from company's Mediclaim scheme, you need to provide proof of documents being covered through an alternate personal medical insurance policy

ANNEXURE D

Separation Certificate

(To be submitted by the Employee at the time of separation)

1. This is to certify to _____(the "**Company**") that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company's Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement ("**Employment Agreement**").

2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its clients, vendors, or third parties.

3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.

4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, non-solicitation, and non-disparagement as contained in the Employment Agreement.

5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.

savart

Date: May 27, 2021

To

Shivali Raj,

Reference: Your application for an appointment with the company and the subsequent discussions.

We are pleased to extend an offer for appointment with our company - Svobodha Infinity Private Limited as **Investor Delight Associate,** subject to your acceptance and compliance with the terms and conditions of employment in the service agreement.

Your gross annual remuneration (Cost to company) shall be INR 660,000 (Six Lakh Sixty Thousand Rupees Only) which includes a cash component of INR 360,000 and ESOP (Employee Stock Options) worth INR 300,000.

Reporting date: 1st June 2021

Please hand over/ e-mail a signed copy of this offer, as a proof of your acceptance of the offer within 24 hours of receipt.

Thanking you in anticipation,

For Svobodha Infinity Private Limited

B. Prakash Raju,
General Manager

I hereby accept the above offer of employment along with the total terms and conditions of agreementenclosed.

Signature : _____

Name : _____

Date : _____

Joining date : _____

savart

Service Agreement

1. **Date of Commencement**

Your date of commencement of employment in our Company shall be the date of your joining theduties and you have to report for joining the company not later than three days , failing which thisoffer stands automatically cancelled.

2. **Probation**

You will be on probation for a period of three months from the date of joining the company. On satisfactory completion of this period, your appointment/services will be confirmed in writing. Incase your performance during the probation period is found unsatisfactory, your services will be terminated without any notice subject to the terms & conditions of the Service Agreement.

3. **Services**

You will be responsible to discharge all the services as assigned to you from time to time and haveto discharge duties efficiently to the satisfaction of the management. You will be responsible for the efficient functioning of your Section / Department and will abide by the rules and regulationsthat are framed from time to time by the Company. The company may provide required training to update your relevant knowledge for discharge of your duties efficiently & effectively. You maybe required to travel for any training, deputation or any other assignment, either in India or abroad.

4. **Location / Transferability**

Your services are presently placed at our Hyderabad Office. Your services may be transferred to any other department, subsidiary, associate company or joint venture at any other location on the same terms & conditions subject to our business requirements.

You may be required to report to any other office of the company or given a work-from-home option depending on the nature of assignment / task given to you.

As the Company or such one of its subsidiaries or associated companies is involved in a regional business and may have interests and business dealings overseas, in the performance of your duties of employment with the Company or such, one of its subsidiaries or associated companies,you shall be required from time to time to travel and render your services throughout the world at any given time by the company.

5. **Remuneration/Salary**

Your gross annual remuneration is as specified above and is inclusive of taxes and deductions if any.

A comprehensive ESOP Policy and framework document detailing the vesting period, treatment and other related considerations shall be provided separately upon joining.

savart

6. Expenses

The Company will reimburse authorized reasonable business expenses you incur during the course of employment. Claims for expenses will be subject to the Company's Policy from time totime and prior approval from the concerned Authority in writing to hr@savart.co.in. The claim should be accompanied by reasonable proof of the expenditure.

As and when the company introduces PFs and allied provisions as per the applicable labor laws, the same shall be adjusted within the gross remuneration only.

7. Intimation of absence

If you are absent from duty for 3 or more consecutive working days without any prior intimationto your immediate Reporting Authority or the HR, it will be considered as an act of indiscipline and will be dealt accordingly. This would also attract Loss of Pay. You are required to follow the Company Leave policy effective from time to time, which will be communicated to you.

In case your resignation or termination happens during the course of the month, the pay shall becalculated on a pro-rata basis depending on the number of days on the month and shall be settledon the monthly account closure date.

8. Non-Disclosure & Confidentiality

- Definition. "Confidential Information" means any information, technical data, or knowhow, including, but not limited to: research, product plans, products, services, clients list, consultants list, customer lists and customers (including but not limited to: customers of the Company on whom you called or with whom you became acquainted during the term of your employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, conversations, recordings, marketing, finances and other business information disclosed to you by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.

- Non-Disclosure of Confidential Information. You agree not to use the Confidential Information forany purpose other than the specified purpose of your role. You have had or will have directors, officers, employees, consultants and you agents to whom Confidential Information is disclosed or who have access to Confidential Information sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will promptly notify the Discloser in writing of the names of each such person who has signed such agreements after such agreements are signed. You agree that you will take all reasonable measures to protect the secrecy of and avoid disclosureor use of Confidential Information in order to prevent it from falling into the public domain or thepossession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that you utilize to protect your own Confidential Information of a similar nature. You agree to notify the company in writingof any misuse or misappropriation of such Confidential Information which may come to its attention.

- Mandatory Disclosure. In the event that the you or your directors, officers, employees,

consultants, or agents are requested or required by legal process to disclose any of the Confidential Information, you shall give prompt written notice to the company. In a legal event where the company is unable to obtain the required protective order is not obtained, you shall disclose only that portion of the Confidential Information which its counsel advises that it is legallyrequired to disclose.

- No License Granted. Nothing in this Agreement is intended to grant any rights to you under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grantyou any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purpose set forth in this Agreement.

- Ownership: Any intellectual property created during the course of employment with the Company, including development of any software, product, research or development of any technology undertaken by such employee, or any other such development undertaken by the employee which is deemed to be an intellectual property under the applicable laws shall be considered as fully owned by the Company and all the rights, title and interest in such intellectual property, product, research or development shall vest with the Company. In any event the Company shall not grant any license or ownership of any such intellectual property, product, research or development to any third party until mentioned otherwise in a written communication from the Board of Directors of the Company. Any development/ modification/ contribution to the existing intellectual property of the Company (including software development, research on enhancement, addition to the present software or technology used by the Company) shall on and from the date of association of such employee or date of signing of this agreement with the Company, whichever is earlier, be assigned to the Company and all rights, title and interest in such development/modification/ contribution to the existing intellectual property of the Company (including software development, research on enhancement, addition to the present software or technology used by the Company) shall vest with the Company. The employee hereby agrees and undertakes that during the course of employment and post termination of the employment of such employee, he/she shall have no claim whatsoever in relation to (a) development/modification/ contribution to the existing intellectual property of the Company (including software development, research on enhancement, addition to the present software or technology used by the Company); or (b) any intellectual property created during the course of employment with the Company, including development of any software, product, research or development of any technology undertaken by such employee, or any other such development undertaken by the employee which is deemed to be an intellectual property under the applicable laws.

- Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Agreement shall notconstitute a waiver of any term hereof.

- Remedies: You agree that your obligations hereunder are necessary and reasonable in order to protect the company and its business, and expressly agree that monetary damages would be inadequate to compensate the company for any breach of any terms and agreements set forth herein. Accordingly, you agree and acknowledges that any such violation or threatened violationwill cause irreparable injury to the company and that, in addition to any other remedies that maybe available, in law, in equity or otherwise, the

company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

- Term. The foregoing commitments shall survive any termination of discussions, and shall continuethrough the course of employment and for sixty months following the date of termination of youremployment and shall include any data shared before signing of the agreement i.e. since the startof engagement.

9. Notice of Termination

You can terminate the employment by giving the company with immediate notice in writing during probation period and one month notice upon confirmation of employment. The company reserves the right to terminate the employment by immediate notice during probation period andone month notice upon confirmation of employment. The Company also reserves the right to reduce the notice period at discretion and communication through a written/e-mail format to you**.** However, in the event of you committing any criminal offense or indulging in activities whichamount to moral turpitude or acting against the interest of the Company, you shall be liable to bedismissed forthright after getting an opportunity of being heard, without any further notice at thediscretion of the company.

Further the Company may terminate this contract, without prior notice or payment in lieu of notice for serious misconduct in accordance with relevant laws or any material breach of this contract.

On termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you.

10. Non-competition

You acknowledge that during the course of your employment with the Company, you will becomefamiliar with the Company's trade secrets and with other confidential information concerning theCompany and its associates and related Companies and that your services will be of a special, unique and extraordinary value to the Company. You agree that during the Term hereof and for thirty six months thereafter, you shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the Company or its associates or related Companies: Advisory, Investment Research, Knowledge services including but not limited to teaching & education, Investment Research Automation, AI & ML based investment research & advisory technologies during the term of this agreement.

11. Non-Solicitation

You shall not, within thirty six months after the date of relieving from your employment with theCompany, recruit, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the Company or appointed as a representative of theCompany, to join you in providing services to or be employed by any business activity in which you shall be involved.

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12. Personal Information

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of thisinformation to other parties authorized by law to receive it. You have the right to access and correct your personal data the Company has and any request for access and/or correction should be addressed to the Human Resources Department.

13. Security

You agree that you will adhere to security practices as per the security policy of the organizationapplying to your employment.

- You will refrain from carrying any Media / storage devices like Floppies / CDs / USB Driveinside the premises.
- You are authorized to use email Id provided to you by the organization only for internal communication and /or for communication with clients and / or customers we are dealingwith on regular basis. Personal email & mobile numbers must not be used for official communication.
- Any disclosure of information to third parties (including other current or previous employees of the Company or any other entity within or outside of the Svobodha InfinityPrivate Limited Group companies) constitutes a breach of your employment.

14. Company property

During the course of employment, you will have access to company property; the same has to be returned in case of your resignation/termination. Failure in returning company property would result in evaluating the cost of the property and subsequent deductions from any amounts payable to you by the company. If the value of the unreturned property exceeds the monies payable to you, you shallpay the company the outstanding amount within 3 working days as agreed upon.

15. Submissions

You are required to submit photocopies of your identity, address proof & two colored passport size photographs at the time of joining.

You also confirm that the HR firm/individual who referred you to our firm has not made any communication or offered support; hence the HR services have been terminated. Hence, we do not expect any additional submissions in this regard.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Telangana and shall be binding upon the parties hereto in India and worldwide. The courts within the State of Telangana shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

This offer letter constitutes the written terms and conditions governing your employment with the Company. Please, therefore, signify your acceptance of terms contained herein by duly signing and returning this agreement to the company on the same day.

odessa

29th May 2021

Offer letter

Dear **Akshay Sharma**,

On behalf of Odessa Solutions Private Limited ("Odessa / the Company"), I want to thank you for your interest and the time you have devoted to assessing your career opportunities with Odessa. We are impressed with your accomplishments and believe that you have the requisite skills to be a successful addition to the Company.

In this regard, I am pleased to offer you the opportunity to join Odessa in the capacity of '**Level 1'** employee designated as **Associate Business Analyst**. Your employment with Odessa will be effective from the date of joining that is **5th July 2021** and is subject to completion of all joining formalities. You will be on probation for a period of 6 months from your date of joining. During this period, your performance will be evaluated by the management and on successful completion; confirmation will be issued at the end of the probation period.

We believe this is an excellent career opportunity for you and that we can offer you the challenges needed to grow professionally. The terms and conditions of this offer will be set forth in the Employee Agreement you will be expected to sign when you begin work. Briefly these include:

Compensation:

Your annual compensation (cost to company) will be **INR 8,80,000.** The compensation structure is provided in detail under Annexure B hereunder.

Your compensation in succeeding years will be considered for upward adjustment as part of our normal performance review process.

Leave Entitlement:

You shall be eligible for 24 working days of earned leave annually. In addition to this, you will be eligible for 12 days of sick leave. Your leave entitlement will be governed by company leave policy in existence. Additionally, you will be granted 12 public holidays as set forth by the company at the beginning of the calendar year.

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Employment Agreement:

The terms of your employment are covered by the Odessa Solutions Private Limited in the Employment Agreement document. You must sign the Employment Agreement on the Date of Joining, pursuant to which your employment with the Company becomes effective. Till such time as the Employment Agreement is fully signed by you with Odessa, no relationship (employment, contractual or otherwise) will exist between the parties.

Contingency Matters:

This offer and your association with the Company are contingent upon the following:

- Return of the signed copy of this letter of offer, indicating your acceptance of this offer
- Return of the signed Employment Agreement;
- Successful completion of any professional reference/background inquiries that the Company may require; for this purpose we may contact those individual or entities listed on your resume. In the event the Company is not satisfied with the results of any such inquiries, the Company is entitled to withdraw this offer and/or to terminate your employment forthwith.
- You providing various documents as detailed in Annexure 'A' hereto for our records on or before the Date of Joining.

Please return the signed and dated copy of this document to the HR Department. The original document is for your reference.

Sincerely,

Wasim Abdurahiman

Wasim Abdurahiman

Head – Talent Acquisition Group

Odessa Solutions Private Limited

Acknowledged and agreed:

_____

Akshay Sharma

Date: 5th July 2021

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Annexure A

List of documents to be submitted on the Date of Joining

Please bring along the originals for verification

1. All education certificates and mark sheets (X/XII/Graduation/Post Graduation/Diploma)
2. Relieving letter from most recent employer or unconditional acceptance of your resignation from most recent employer and last 3 months payslips
3. Offer letter / appointment letter, relieving letter and last 3 months payslips from the last 2 employments
4. Copy of a valid photo ID (e.g. PAN Card/Driver's License/ Passport)
5. 3 passport size photographs
6. PAN Card – In the event you do not have a valid PAN card you should apply for the same at the earliest, failing which, as per Indian Income Tax, 1961, is required to deduct 20% TDS or such amounts based on the average rate of income-tax at rates in force, whichever is higher, from your compensation.
7. Aadhar Card
8. UAN number

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Annexure B (i)

Below is your compensation structure with reference to your employment agreement:

Salary Particulars	**Annual Salary (INR)**
Annual Basic Salary	264,000
Annual House Rent Allowance	105,600
Annual Flexi Benefit Plan *	466,022
Annual Gross Salary	**835,622**
Employer's Contribution to PF	31,680
Gratuity	12,698
Annual Cost To Company (CTC)	**880,000**
Pay Plus* (Refer Annexure)	**1,00,000**

* Refer Annexure B (iii)

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Annexure B (ii)

A brief explanation of your salary and other entitlements are detailed below:

Pay Plus*:

A one-time bonus will be paid to you after successful completion of one year from your date of commencement of employment with the Company as per the Employment Agreement. You will be eligible to receive this bonus amount when you continue to be in the employment of the Company and have not given notice to cease employment as on the date of disbursal of the bonus amount. Please note the bonus payment will be based on the month of joining if the date of joining is on or before the 14th of that month. If the date of joining is on or after 15th of that month, then the bonus payment will be due in the following month

Statutory payments:

a) **Employee's Provident Fund:**

You will be covered under the Provident Fund as per the Provident Fund Act and the employee and the employer contributions will be remitted to the Regional PF Commissioner.

b) **Gratuity:**

You will be covered under the Group Gratuity Scheme of the Company and this will be in accordance with the Payment of Gratuity Act.

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Annexure B (iii)

You are free to allocate your Flexible Benefits Plan's amount among the following allowances and reimbursements subject to the given limitations. You can allocate FBP by declaring in the specified declaration format.

Annual Flexi Benefit Plan	Eligibility
Leave Travel Allowance	10% of Annual Basic Salary
Professional Pursuits : Allowances for encouraging academic, research and other	5% of Annual Basic Salary
Paytm Food Wallet	Min INR 500 and maximum INR 2500 per month in multiples of 500
Children Education Allowance	INR 100 per month per child up to 2 children
Children Hostel Allowance	INR 300 per annum per child up to 2 children
Telephone Reimbursements	INR 1000 per month for one Post paid Landline or Mobile connection
Self Owned Car Maintenance	Below 1600CC INR 1800 or above 1600 CC INR 2400 per month
Self Owned Car Driver Salary	INR 900 per month
Self owned Two wheeler maintenance	INR 900 per month
Leased Car Vehicle Maintenance	Below 1600CC INR 1800 or above 1600 CC INR 2400 per month
Leased Car Driver Salary	INR 900 per month
Company Car Lease Program	As per the Company Car Lease Policy

odessa

29th May 2021

Offer letter

Dear **Sandeep Ballepu**,

On behalf of Odessa Solutions Private Limited ("Odessa / the Company"), I want to thank you for your interest and the time you have devoted to assessing your career opportunities with Odessa. We are impressed with your accomplishments and believe that you have the requisite skills to be a successful addition to the Company.

In this regard, I am pleased to offer you the opportunity to join Odessa in the capacity of '**Level 1'** employee designated as **Associate Business Analyst**. Your employment with Odessa will be effective from the date of joining that is **28th June 2021** and is subject to completion of all joining formalities. You will be on probation for a period of 6 months from your date of joining. During this period, your performance will be evaluated by the management and on successful completion; confirmation will be issued at the end of the probation period.

We believe this is an excellent career opportunity for you and that we can offer you the challenges needed to grow professionally. The terms and conditions of this offer will be set forth in the Employee Agreement you will be expected to sign when you begin work. Briefly these include:

Compensation:

Your annual compensation (cost to company) will be **INR 9,00,000.** The compensation structure is provided in detail under Annexure B hereunder.

Your compensation in succeeding years will be considered for upward adjustment as part of our normal performance review process.

Leave Entitlement:

You shall be eligible for 24 working days of earned leave annually. In addition to this, you will be eligible for 12 days of sick leave. Your leave entitlement will be governed by company leave policy in existence. Additionally, you will be granted 12 public holidays as set forth by the company at the beginning of the calendar year.

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Employment Agreement:

The terms of your employment are covered by the Odessa Solutions Private Limited in the Employment Agreement document. You must sign the Employment Agreement on the Date of Joining, pursuant to which your employment with the Company becomes effective. Till such time as the Employment Agreement is fully signed by you with Odessa, no relationship (employment, contractual or otherwise) will exist between the parties.

Contingency Matters:

This offer and your association with the Company are contingent upon the following:

- Return of the signed copy of this letter of offer, indicating your acceptance of this offer
- Return of the signed Employment Agreement;
- Successful completion of any professional reference/background inquiries that the Company may require; for this purpose we may contact those individual or entities listed on your resume. In the event the Company is not satisfied with the results of any such inquiries, the Company is entitled to withdraw this offer and/or to terminate your employment forthwith.
- You providing various documents as detailed in Annexure 'A' hereto for our records on or before the Date of Joining.

Please return the signed and dated copy of this document to the HR Department. The original document is for your reference.

Sincerely,

Wasim Abdurahiman

Wasim Abdurahiman

Head – Talent Acquisition Group

Odessa Solutions Private Limited

Acknowledged and agreed:

_____

Sandeep Ballepu

Date: 28th June 2021

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Annexure A

List of documents to be submitted on the Date of Joining

Please bring along the originals for verification

1. All education certificates and mark sheets (X/XII/Graduation/Post Graduation/Diploma)
2. Relieving letter from most recent employer or unconditional acceptance of your resignation from most recent employer and last 3 months payslips
3. Offer letter / appointment letter, relieving letter and last 3 months payslips from the last 2 employments
4. Copy of a valid photo ID (e.g. PAN Card/Driver's License/ Passport)
5. 3 passport size photographs
6. PAN Card – In the event you do not have a valid PAN card you should apply for the same at the earliest, failing which, as per Indian Income Tax, 1961, is required to deduct 20% TDS or such amounts based on the average rate of income-tax at rates in force, whichever is higher, from your compensation.
7. Aadhar Card
8. UAN number

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Annexure B (i)

Below is your compensation structure with reference to your employment agreement:

Salary Particulars	**Annual Salary (INR)**
Annual Basic Salary	270,000
Annual House Rent Allowance	108,000
Annual Flexi Benefit Plan *	476,613
Annual Gross Salary	**854,613**
Employer's Contribution to PF	32,400
Gratuity	12,987
Annual Cost To Company (CTC)	**9,00,000**
Pay Plus* (Refer Annexure)	**1,00,000**

* Refer Annexure B (iii)

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Annexure B (ii)

A brief explanation of your salary and other entitlements are detailed below:

Pay Plus*:

A one-time bonus will be paid to you after successful completion of one year from your date of commencement of employment with the Company as per the Employment Agreement. You will be eligible to receive this bonus amount when you continue to be in the employment of the Company and have not given notice to cease employment as on the date of disbursal of the bonus amount. Please note the bonus payment will be based on the month of joining if the date of joining is on or before the 14th of that month. If the date of joining is on or after 15th of that month, then the bonus payment will be due in the following month

Statutory payments:

a) **Employee's Provident Fund:**

You will be covered under the Provident Fund as per the Provident Fund Act and the employee and the employer contributions will be remitted to the Regional PF Commissioner.

b) **Gratuity:**

You will be covered under the Group Gratuity Scheme of the Company and this will be in accordance with the Payment of Gratuity Act.

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Annexure B (iii)

You are free to allocate your Flexible Benefits Plan's amount among the following allowances and reimbursements subject to the given limitations. You can allocate FBP by declaring in the specified declaration format.

Annual Flexi Benefit Plan	Eligibility
Leave Travel Allowance	10% of Annual Basic Salary
Professional Pursuits : Allowances for encouraging academic, research and other	5% of Annual Basic Salary
Paytm Food Wallet	Min INR 500 and maximum INR 2500 per month in multiples of 500
Children Education Allowance	INR 100 per month per child up to 2 children
Children Hostel Allowance	INR 300 per annum per child up to 2 children
Telephone Reimbursements	INR 1000 per month for one Post paid Landline or Mobile connection
Self Owned Car Maintenance	Below 1600CC INR 1800 or above 1600 CC INR 2400 per month
Self Owned Car Driver Salary	INR 900 per month
Self owned Two wheeler maintenance	INR 900 per month
Leased Car Vehicle Maintenance	Below 1600CC INR 1800 or above 1600 CC INR 2400 per month
Leased Car Driver Salary	INR 900 per month
Company Car Lease Program	As per the Company Car Lease Policy

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

IBS HYDERABAD FINAL LIST

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Sat, Jun 5, 2021 at 1:42 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0559	LAKSHMI SUNDARI AGORAMOORTHY	BDA	INR 10 LPA
2	19BSPHH01C0084	AISHIKA GHOSH	BDA	INR 10 LPA
3	19BSPHH01C1182	SIMARPREET KAUR BHATIA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016

CNBC TV 18 Young Turk of the Year 2017

Best Self Improvement App in India 2016

Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

Please consider the environment before printing this mail

The information contained in this e-mail is private & confidential and may also be legally privileged. If you are not the intended recipient of this mail, please notify us, preferably by e-mail; and do not read, copy or disclose the contents of this message to anyone. Whilst we have taken reasonable precautions to ensure that any attachment to this e-mail has been swept for viruses, e-mail communications cannot be guaranteed to be secure or error free, as information can be corrupted, intercepted, lost or contain viruses. We do not accept liability for such matter or their consequences

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Date: May 29,

2021 To

Firdaus Khan,

Reference: Your application for an appointment with the company and the subsequent discussions.

We are pleased to extend an offer for appointment with our company - Svobodha Infinity Private Limited as **Investor Delight Associate,** subject to your acceptance and compliance with the terms and conditions of employment in the service agreement.

Your gross annual remuneration (Cost to company) shall be INR 660,000 (Six Lakh Sixty Thousand Rupees Only) which includes a cash component of INR 360,000 and ESOP (Employee Stock Options) worth INR 300,000.

Reporting date: 1st September 2021

Please hand over/ e-mail a signed copy of this offer, as a proof of your acceptance of the offer within 24 hours of receipt.

Thanking you in anticipation,

For Svobodha Infinity Private Limited

B. Prakash Raju,
General Manager

I hereby accept the above offer of employment along with the total terms and conditions of agreementenclosed.

Signature : _____

Name : Firdaus Khan

Date : 30th May 2021

Joining date : 1st September 2021

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Service Agreement

1. Date of Commencement

Your date of commencement of employment in our Company shall be the date of your joining the duties. The reporting date is 1st September 2021. Post signing of this document if you fail to report on the given date or comply with the terms of this agreement, you are entitled to pay INR 25,000 to the company within 72 hours of such violation and the offer stands automatically cancelled.

If the Company withdraws the offer due to reasons other than as specified above, before the reporting date, an amount of INR 25,000 shall be paid to you within 72 hours of such withdrawal.

The reporting date may be preponed or postponed with the written mutual consent of you & the Company.

2. Probation

You will be on probation for a period of three months from the date of joining the company. On satisfactory completion of this period, your appointment/services will be confirmed in writing. Incase your performance during the probation period is found unsatisfactory, your services will be terminated without any notice subject to the terms & conditions of the Service Agreement.

3. Services

You will be responsible to discharge all the services as assigned to you from time to time and haveto discharge duties efficiently to the satisfaction of the management. You will be responsible for the efficient functioning of your Section / Department and will abide by the rules and regulationsthat are framed from time to time by the Company. The company may provide required training to update your relevant knowledge for discharge of your duties efficiently & effectively. You maybe required to travel for any training, deputation or any other assignment, either in India or abroad.

4. Location / Transferability

Your services are presently placed at our Hyderabad Office. Your services may be transferred to any other department, subsidiary, associate company or joint venture at any other location on the same terms & conditions subject to our business requirements.

You may be required to report to any other office of the company or given a work-from- home option depending on the nature of assignment / task given to you.

As the Company or such one of its subsidiaries or associated companies is involved in a regional business and may have interests and business dealings overseas, in the performance of your duties of employment with the Company or such, one of its subsidiaries

or associated companies,you shall be required from time to time to travel and render your services throughout the world at any given time by the company.

5. Remuneration/Salary

Your gross annual remuneration is as specified above and is inclusive of taxes and deductions if any.

A comprehensive ESOP Policy and framework document detailing the vesting period, treatment and other related considerations shall be provided separately upon joining.

6. Expenses

The Company will reimburse authorized reasonable business expenses you incur during the course of employment. Claims for expenses will be subject to the Company's Policy from time totime and prior approval from the concerned Authority in writing to hr@savart.co.in. The claim should be accompanied by reasonable proof of the expenditure.

As and when the company introduces PFs and allied provisions as per the applicable labor laws, the same shall be adjusted within the gross remuneration only.

7. Intimation of absence

If you are absent from duty for 3 or more consecutive working days without any prior intimationto your immediate Reporting Authority or the HR, it will be considered as an act of indiscipline and will be dealt accordingly. This would also attract Loss of Pay. You are required to follow the Company Leave policy effective from time to time, which will be communicated to you.

In case your resignation or termination happens during the course of the month, the pay shall becalculated on a pro-rata basis depending on the number of days on the month and shall be settledon the monthly account closure date.

8. Non-Disclosure & Confidentiality

- Definition. "Confidential Information" means any information, technical data, or knowhow, including, but not limited to: research, product plans, products, services, clients list, consultants list, customer lists and customers (including but not limited to: customers of the Company on whom you called or with whom you became acquainted during the term of your employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, conversations, recordings, marketing, finances and other business information disclosed to you by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.

- Non-Disclosure of Confidential Information. You agree not to use the Confidential Information forany purpose other than the specified purpose of your role. You have had or will have directors, officers, employees, consultants and you agents to whom Confidential Information is disclosed or who have access to Confidential Information sign a Non- Disclosure Agreement in content substantially similar to this Agreement and will promptly

notify the Discloser in writing of the names of each such person who has signed such agreements after such agreements are signed. You agree that you will take all reasonable measures to protect the secrecy of and avoid disclosureor use of Confidential Information in order to prevent it from falling into the public domain or thepossession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that you utilize to protect your own Confidential Information of a similar nature. You agree to notify the company in writingof any misuse or misappropriation of such Confidential Information which may come to its attention.

- Mandatory Disclosure. In the event that the you or your directors, officers, employees, consultants, or agents are requested or required by legal process to disclose any of the Confidential Information, you shall give prompt written notice to the company. In a legal event where the company is unable to obtain the required protective order is not obtained, you shall disclose only that portion of the Confidential Information which its counsel advises that it is legallyrequired to disclose.

- No License Granted. Nothing in this Agreement is intended to grant any rights to you under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grantyou any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purpose set forth in this Agreement.

- Ownership: Any intellectual property created during the course of employment with the Company, including development of any software, product, research or development of any technology undertaken by such employee, or any other such development undertaken by the employee which is deemed to be an intellectual property under the applicable laws shall be considered as fully owned by the Company and all the rights, title and interest in such intellectual property, product, research or development shall vest with the Company. In any event the Company shall not grant any license or ownership of any such intellectual property, product, research or development to any third party until mentioned otherwise in a written communication from the Board of Directors of the Company. Any development/ modification/ contribution to the existing intellectual property of the Company (including software development, research on enhancement, addition to the present software or technology used by the Company) shall on and from the date of association of such employee or date of signing of this agreement with the Company, whichever is earlier, be assigned to the Company and all rights, title and interest in such development/modification/ contribution to the existing intellectual property of the Company (including software development, research on enhancement, addition to the present software or technology used by the Company) shall vest with the Company. The employee hereby agrees and undertakes that during the course of employment and post termination of the employment of such employee, he/she shall have no claim whatsoever in relation to (a) development/modification/ contribution to the existing intellectual property of the Company (including software development, research on enhancement, addition to the present software or technology used by the Company); or (b) any intellectual property created during the course of employment with the Company, including development of any software, product, research or development of any technology undertaken by such employee, or any other such development undertaken by the employee which is deemed to be an intellectual property under the applicable laws.

- Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Agreement shall notconstitute a waiver of any term hereof.

- Remedies: You agree that your obligations hereunder are necessary and reasonable in order to protect the company and its business, and expressly agree that monetary damages would be inadequate to compensate the company for any breach of any terms and agreements set forth herein. Accordingly, you agree and acknowledges that any such violation or threatened violationwill cause irreparable injury to the company and that, in addition to any other remedies that maybe available, in law, in equity or otherwise, the company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

- Term. The foregoing commitments shall survive any termination of discussions, and shall continuethrough the course of employment and for sixty months following the date of termination of youremployment and shall include any data shared before signing of the agreement i.e. since the startof engagement.

9. Notice of Termination

You can terminate the employment by giving the company with immediate notice in writing during probation period and one month notice upon confirmation of employment. The company reserves the right to terminate the employment by immediate notice during probation period andone month notice upon confirmation of employment. The Company also reserves the right to reduce the notice period at discretion and communication through a written/e-mail format to you**.** However, in the event of you committing any criminal offense or indulging in activities whichamount to moral turpitude or acting against the interest of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice at thediscretion of the company.

Further the Company may terminate this contract, without prior notice or payment in lieu of notice for serious misconduct in accordance with relevant laws or any material breach of this contract.

On termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you.

10. Non-competition

You acknowledge that during the course of your employment with the Company, you will becomefamiliar with the Company's trade secrets and with other confidential information concerning theCompany and its associates and related Companies and that your services will be of a special, unique and extraordinary value to the Company. You agree that during the Term hereof and for thirty six months thereafter, you shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the Company or its associates or related Companies: Advisory, Investment Research, Knowledge services including but not limited to teaching & education, Investment Research Automation, AI & ML based investment research &

advisory technologies during the term of this agreement.

11. Non-Solicitation

You shall not, within thirty six months after the date of relieving from your employment with theCompany, recruit, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the Company or appointed as a representative of theCompany, to join you in providing services to or be employed by any business activity in which you shall be involved.

12. Personal Information

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of thisinformation to other parties authorized by law to receive it. You have the right to access and correct your personal data the Company has and any request for access and/or correction should be addressed to the Human Resources Department.

13. Security

You agree that you will adhere to security practices as per the security policy of the organizationapplying to your employment.

- You will refrain from carrying any Media / storage devices like Floppies / CDs / USB Driveinside the premises.
- You are authorized to use email Id provided to you by the organization only for internal communication and /or for communication with clients and / or customers we are dealingwith on regular basis. Personal email & mobile numbers must not be used for official communication.
- Any disclosure of information to third parties (including other current or previous employees of the Company or any other entity within or outside of the Svobodha InfinityPrivate Limited Group companies) constitutes a breach of your employment.

14. Company property

During the course of employment, you will have access to company property; the same has to be returned in case of your resignation/termination. Failure in returning company property would result in evaluating the cost of the property and subsequent deductions from any amounts payable to you by the company. If the value of the unreturned property exceeds the monies payable to you, you shallpay the company the outstanding amount within 3 working days as agreed upon.

15. Submissions

You are required to submit photocopies of your identity, address proof & two colored passport size photographs at the time of joining.

You also confirm that the HR firm/individual who referred you to our firm has not made any

communication or offered support; hence the HR services have been terminated. Hence, we do not expect any additional submissions in this regard.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Telangana and shall be binding upon the parties hereto in India and worldwide. The courts within the State of Telangana shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

This offer letter constitutes the written terms and conditions governing your employment with the Company. Please, therefore, signify your acceptance of terms contained herein by duly signing and returning this agreement to the company on the same day.

Jio DIGITAL LIFE

Welcome to Jio

A step towards building the future

Dear Sanya Singh,

We are delighted to welcome you to the Jio Family.

Jio has undertaken the mission to change the future of Digital India. It gives us immense pleasure to have you join us on this exciting journey towards delivering Jio Digital Life!

As the first step, please go through your offer cum appointment letter and accept it by logging in to Jio Careers using your registered Email ID and password.

After accepting the offer:

1. Complete your medical examination and upload the medical form and reports on Jio Careers
2. Update your profile and upload supporting documents on Jio Careers
3. Go through Discover Jio program available on Jio Careers to familiarize yourself with the organization

Please complete the above in a timely manner to ensure a smooth and seamless joining experience. For any queries, please feel free to reach out to Pratiksha Sanjay Waikar at PRATIKSHA.WAIKAR@RIL.COM.

Jio offers a world of opportunities and unlimited growth options. At Jio, you can reach the peak of your career if you have the enthusiasm to build your own growth path.

We are sure that you will prove to be a great asset for Jio.

Wish you good luck and a successful career at Jio!

With love, from Jio

Jio Values

The blueprint of our success

Dear Sanya Singh,

Here at Jio, everything we do is defined by our values. As a new addition to our family, we would like you to familiarize yourself with them before you join us.

Our values:

OWNERSHIP MINDSET — We will conduct ourselves to ensure highest standards of corporate citizenship

CUSTOMER VALUE — Everything that we do must delight our customer

ONE TEAM — We collaborate seamlessly, seeking and offering help as "One Team, One Vision"

RESPECT — We will express ourselves honestly but without disrespecting the sentiments of others

INTEGRITY — We follow the highest ethical standards to earn the trust of others

EXCELLENCE — We will not create, express or pass on anything that is mediocre

With love, from Jio

Jio Benefits
Making Life Beautiful

Dear Sanya Singh,

As a member of Jio Family, you enjoy certain benefits that have been designed to make your life at Jio beautiful and comfortable.

The Benefits include:

- Company paid connection to support your digital life at Jio
- Special Leaves and financial support to make your wedding memorable
- Leaves for maternity, paternity and child adoption
- Stay healthy and safe with periodic medical checkup and Health insurance
- Paid time off for you to recharge yourself

And much more....

These benefits are subject to revision as per company policy. You may visit the Employee Self Service (ESS) portal after joining for further details on individual benefit.

With love, from Jio

OFFER CUM APPOINTMENT LETTER

Sanya Singh
8/302,,
Ram Gulam Tola (Near Ajay Kirana Store) , Deoria,
Deoria, Uttar Pradesh - 2740

RJIL/64251268/14195685/140621/1935
Date : 14 June 2021

Sanya Singh

Date: 14 Jun 2021

RJIL/64251268/14195685/140621/1935

Dear **Sanya Singh**,

This is with reference to your application and subsequent test / interview you had with us, we are pleased to offer you employment in the **Manager Family** as **Assistant Manager** in the Job Role **Management Trainee** on the following terms and conditions:

01. PLACE OF POSTING

Your initial posting will be at **Mumbai RCP**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

You will join us as soon as possible but not later than **1 July 2021**.

02. COMPENSATION

Cost to Company: ₹ 4,50,000/- (₹ FOUR LAKH FIFTY THOUSAND only) per annum.
CTC is the indicative cost to the company that includes following three major components:

A. Fixed Pay: ₹ 4,06,331/- (₹ FOUR LAKH SIX THOUSAND THREE HUNDRED THIRTY ONE only) per annum.
This includes Basic Salary and other allowances, benefits, perquisites etc as per the compensation policy of the company.

B. Retirals : ₹ 43,669/- (₹ FORTY THREE THOUSAND SIX HUNDRED SIXTY NINE only) per annum
This includes Provident Fund, Gratuity/Ex-gratia and Bonus as per applicable rules.

C. Performance Linked Incentive (PLI): ₹ 0/- (₹ NIL only) per annum
(This is the maximum payout at Performance Level Significantly Exceeds Expectations).
PLI is a performance linked incentive and is the variable component of the compensation. This will be determined on the basis of your individual performance, your business unit performance, and overall Reliance performance as determined by the Central Apex Committee. PLI is payable subject to the employee being on the rolls of the company and not serving notice period on the date of disbursement, notwithstanding any delay on the announcement of such disbursement.

In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company. **The available CTC components along with limits have been detailed in Annexure 1B.** Please note that the components within each category of payments are discretionary and the Company has the right to change these components any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

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Registered Office: Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad-380006, Gujarat, India.
Tel no: 079-35600100, www.jio.com

Sanya Singh

RJIL/64251268/14195685/140621/1935

03. PROVIDENT FUND SCHEME:

You will become a member of the Provident Fund Scheme, as per the rules in force from time to time. The Company's contribution (including contribution to Central Government Pension Scheme) under this scheme is 12% of your Basic Salary plus personal special allowance (if applicable) with a matching compulsory contribution from you. You will be required to submit necessary enrolment/transfer forms to the HR Department immediately upon joining.

Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

Please review, acknowledge and accept the offer cum appointment letter with annexures including **"Terms & Conditions of Employment"** at Annexure II. These employment terms will be effective from the date of your joining the company and sets forth the terms and conditions under which Company would employ you and your acceptance of the offer of employment would be on these terms and conditions of employment.

This offer cum appointment letter shall automatically stand withdrawn, in case we do not receive your acknowledgement and acceptance within **ten days** from issue of this letter.

Your joining is subject to your timely accepting the offer cum appointment letter, verification of your pre-boarding documents as per Annexure II and you being declared medically fit by authorized Medical Officer.
We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,

For Reliance Jio Infocomm Ltd.

AUTHORISED SIGNATORY

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.
I shall report for duty on _____

SIGNATURE: _____ **DATE:** _____

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Sanya Singh

RJIL/64251268/14195685/140621/1935

ANNEXURE 1-A- Compensation Break-up			
Name : Sanya Singh			
Components		**Amount in ₹**	
		Monthly	**Annually**
A. Fixed Pay			
1.	Basic Salary	15,000	1,80,000
2.	Personal Special Allowance	0	0
3.	Residual Choice Pay	8,814	1,05,772
4.	Medical Insurance Premium (For self spouse 3 dependent children and dependent parents)	2,430	29,154
5.	Group Personal Accident Insurance Premium	57	679
6.	Group Term Life Insurance Premium	61	726
7.	House Rent Allowance	7,500	90,000
	Total - Fixed Pay [A]	**33,862**	**4,06,331**
B. Retirals and Bonus			
1.	PF - Employer's Contribution (12% of [Basic Salary + PSA])	1,800	21,600
2.	Gratuity / Ex-gratia (4.81% of Basic Salary)	722	8,658
3.	Bonus (As per Act)	1,118	13,411
	Total - Retirals and Bonus [B]	**3,640**	**43,669**
C. Performance Linked Incentive (PLI)		**0**	**0**
	Total CTC [Fixed Pay + Retirals and Bonus + PLI]	**37,502**	**4,50,000**

1. The income tax calculation is provisional and is based on the current Income Tax Rules. Any change in the Rules will impact the Income Tax projections.
2. The insurance premium and coverage amount are subject to revision based on the company policy.
3. For computing Provident Fund Contribution, Basic Salary and other statutorily applicable allowances will be considered. Therefore, the actual provident fund contribution may vary from the illustration in Annexure 1-A.
4. Employees covered under ESIC will not be covered under GHI, GPA and GTLI.
5. PLI is computed based on a combination of individual performance, business / functional performance of the area the employee is assigned to and (or) working for, and company performance.

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Annexure I-B Components of Compensation

The Company follows a Cost to the Company (CTC) structure that reflects the total cost of an employee to the organization and includes all direct & indirect payments including benefits, perquisites and subsidies. It is so designed to provide you flexibility to structure your compensation package. However, the components within each category of payments are discretionary and the company has right to change these components any time without notice.

The main components under Cost to Company Structure are:

A. Fixed Pay

A1. Basic Salary :

This is the base pay component of the fixed pay and is the reference salary for Provident Fund and Gratuity/Ex-gratia contribution. (Please refer **Point B Retirals** below.)

A2. Personal Special Allowance :

Personal special allowance is a fixed pay component and is part of the reference salary for provident fund contribution

A3. Residual Choice Pay (RCP) :

Residual Choice Pay is a fully taxable component. After joining, you may choose to distribute residual choice pay among various choice pay components as per your needs. Amount chosen under choice pay components will be reduced from residual choice pay.

You must choose the amount to be claimed under each choice pay component at the beginning of the financial year or within 7 days of joining the Company. Residual Choice Pay components like Fuel & Maintenance, and LTA are reimbursed based on the actual bills/supporting documents submitted. All bills / supporting documents must be provided by 15 January for the financial year. In case the actual bills fall short of the amount chosen, balance amount will be paid as taxable allowance.

The choice pay components offered by the company are mentioned below. These can change at any time in line with government regulations and company policy. Please visit policy section on Employee Self Services (ESS) portal for more details.

1. Conveyance Allowance
2. Children's Education Allowance
3. Children's Hostel Allowance
4. Leave Travel Assistance
5. Company Leased Vehicle
6. Fuel & Vehicle Maintenance Reimbursements
7. Sodexo / Accor Food Card
8. Gift Coupons

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A4. Group Hospitalization Insurance (GHI)

GHI provides risk coverage to you and your family members (spouse, dependent children and parents) in event of hospitalization. The coverage and mandatory debits in respect of the same are as follows:

#	Parameter	Description
1	Definition of Family	Self, Spouse, First 3 dependent children up to age of 25 years, 2 dependent parents
2	Floater Coverage (In Lacs)	₹ 5 Lacs
Insurance for family		
1	Family Insurance premium per annum	₹ 29,154
2	Self (insurance premium ₹ per annum)	Included in Family
3	Spouse (insurance premium ₹ per annum)	Included in Family
4	Children (First 3 up to the age of 25 years) (Insurance premium ₹ per child per annum)	Included in Family
5	Insurance Top up Type	Optional
6	Top-up coverage for family (In Lacs)	₹ 5 Lacs
7	Top-up Premium for family (₹ per annum)	₹ 12,036
Insurance for Dependent Parents		
1	Floater Coverage (In ₹ Lacs)	Included in Family
2	Insurance Premium for both parents (₹ per annum)	Included in Family
3	Top–up Coverage (In Lacs)	Included in Family
4	Top-up Premium for both parents (₹ per annum)	Included in Family
Eligibility		
1	Hospital Room	Up to Non-deluxe AC Single Room
Additional Benefits		
Not Applicable		

You need to visit Employee Self Service (ESS) portal post joining to declare your dependents for coverage under Group Hospitalization Insurance.

The insurance premium and coverage amount are subject to revision as per Company Policy.

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A5. Group Personal Accident Insurance

Group Personal Accident Insurance Benefit provides you risk coverage in case of any accidents occurring while working or outside of work resulting in partial or total disablement or casualty. Please visit Employee Self Service (ESS) portal post joining to add your nominees for GPAI. The insurance premium and coverage amount are subject to revision as per Company Policy.

A6. Group Term Life Insurance (GTLI)

GTLI provides coverage to your family members in the unfortunate event of death due to either accidents or natural causes. Total sum assured shall be payable to your nominee. However, nothing is payable on survival. You need to visit Employee Self Service (ESS) portal post joining to add your nominees for GTLI. The Insurance premium and coverage amount is subject to revision as per company policy.

A7. House Rent Allowance (HRA)

House Rent Allowance is paid in order to meet the expenses incurred on account of rented accomodation. HRA is 50% of your basic salary.

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B. Retirals

B1. Provident Fund

Employer contribution to the Provident Fund @ 12% of Basic Salary plus personal special allowance (if applicable).

The Company deducts 12% of your Basic Salary plus personal special allowance (if applicable) and makes an equal contribution, as per PF rules applicable currently. Both are remitted on a monthly basis to the company's PF Trust / RPFC. A part of the company's PF contribution is deposited to your PF Pension Fund / RPFC, to provide you with pension on retirement or after completing a specified period of service.

B2. Gratuity/Ex-gratia

Employer contribution to the Company's Gratuity Fund @ 4.81% of Basic Salary.

1. All Employees who have completed 5 years of continuous service with the Company are eligible to get gratuity on separation from the company. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment.
2. In the event of separation before 5 years of continuous service, ex-gratia will be paid to the tune of gratuity accumulated and will be subject to prevailing Income Tax Rules, except in case of separation arising out of disciplinary grounds.
3. In the case of death, the minimum service requirement does not apply.
4. Gratuity is calculated as Last Drawn Basic Salary / 26 days x 15 days x number of completed years of service.
5. For calculating Gratuity, periods of service of 6 months or more will be considered as equivalent to one year and less than 6 months will not be counted.
6. Income Tax on Gratuity will be applicable as per Income Tax Rules.

B3. Bonus

Bonus is payable as per Bonus Act.

C. Performance Linked Incentive (PLI):

PLI is computed based on a combination of individual performance, business / functional performance of the area the employee is assigned to and (or) working for, and company performance.

PLI will be payable provided the employee is on the rolls of the Company & not serving notice period, on the date of disbursement, notwithstanding any delay on the announcement of such disbursement.
PLI will be subject to tax.

Note: All tax exemptions, where applicable, will be as per the prevailing tax rules and laws

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Annexure - II - TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. **Medical Fitness:** You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. **Verification of Particulars:** In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. TRANSFER:

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary/ affiliate of our client/ associate. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

3. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that;

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein;

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions;

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants;

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

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g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and

h. The terms, covenants, and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

4. DUTIES AND RESPONSIBILITIES:

a. Exclusivity: You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company and its clients.

You are required to engage yourself exclusively in the work assigned by the company and its client and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. Non Solicitation: You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the client or any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. Other Interests: You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. Controlling Interest: You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company or its clients. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

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e. Work hours: Your working hours at your place of posting shall be as per the rules and regulations of the client, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. Non-disclosure: You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. Confidentiality: You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company and its clients. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its client or subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. Proprietary Rights: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning,

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transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer, client or member of the investment community or media or in any communication.

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m. Confidential nature of terms of employment: You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. Model Release : You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. Enforceability: You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

5. TERMINATION OF EMPLOYMENT:

a. Employment AT-WILL: You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. Performance: Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. Superannuation: You will automatically retire from the service of the company on attaining the age of 58 years.

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d. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

i. Return to work within 8 days from the commencement of such absence, and
ii. Give an explanation to the satisfaction of the Management regarding such absence

e. Medical Fitness: The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving 1 month notice in writing or payment of pro rata 1 month Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving 1 month notice in writing or by payment of pro rata 1 month Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 1 month, without any pay in lieu of the notice period.

g. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

h. Harassment: The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

i. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or other wise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of our client or any of its Group Companies.

j. Recovery of Payments: In the event of separation (excluding death), you shall be required to refund to the Company, a part of Relocation Expenses amount reimbursed; in case you leave the company within 1 year from the date of disbursement of amount, you shall refund the entire relocation expenses reimbursed to you.

6. GENERAL:

a. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be

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borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. Rules Regulations and Policy on Ethics: You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company and our client publish from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. Media Interaction: You will not interact with the media - electronic, print or otherwise in

i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

iii. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company or its client's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. Dispute Jurisdiction: It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Navi Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Navi Mumbai.

e. Entire Agreement: This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

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f. Age: Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. Change of address: You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. Passport: It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. Suspension: You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

j. Travel: You shall make your own transport arrangements to and fro from the place of work.

k. Documentation: Please submit the following documents, if not submitted earlier:

i. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
ii. Three copies of your recent passport size photographs with blue background.
iii. Relieving letter & salary certificate from your last employer in case you are/were employed.
iv. Copy of Aadhar Card / Passport / Voter ID / License / any other document for photo identity and PAN card.
v. Copy of any Government Bill / Telephone Bill / Electricity Bill / Gas Bill / Bank Account Statement / Ration Card / Aadhar Card / Passport/ any other document as proof of your residence.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: Sanya Singh

Signature

Date:

Reliance Jio Infocomm Limited: CIN U72900GJ2007PLC105869

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IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

IBS HYDERABAD FINAL LIST

Vibhor Mehrotra <vibhor.mehrotra@byjus.com> Sat, Jun 5, 2021 at 1:42 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Please find the below list of students selected from your campus post the recruitment drive conducted for BDA – Direct Sales roles and CTC details offered.

Business Development Associate(BDA):

CTC: Rs. 10 LPA (Rs.7 LPA Fixed pay and Rs. 3 LPA Variable) (Post Training)

Rs.5 LPA (Rs.3 LPA Fixed pay and Rs. 2 LPA Variable) during the Training program for the first 2 months

S.No.	Enrollment number	Name	Role selected	CTC
1	19BSPHH01C0559	LAKSHMI SUNDARI AGORAMOORTHY	BDA	INR 10 LPA
2	19BSPHH01C0084	AISHIKA GHOSH	BDA	INR 10 LPA
3	19BSPHH01C1182	SIMARPREET KAUR BHATIA	BDA	INR 10 LPA

Vibhor Mehrotra
Sales Development Manager

M +91 7007892652
E vibhor.mehrotra@byjus.com

BYJU'S
www.byjus.com

Wharton - Reimagine Education Award 2016

CNBC TV 18 Young Turk of the Year 2017

Best Self Improvement App in India 2016

Deloitte Technology Fast 50 India and Fast 500 Asia Award (2012 - 2017)

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IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

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Letter of Provisional Offer of Employment

4th June 2021
Hyderabad.

Dear **Ms. Uthra Balasubramanian,**

Sub: Letter of Provisional Offer of Employment

Welcome to Brane Services Private Limited (hereinafter interchangeably used as "Brane" or "Organization").

This has reference to your application through **ICFAI** college, **Hyderabad** for the Campus Placement process and the final interview held on **2nd June 2021**

We are pleased to issue this provisional offer of employment ("Conditional Offer") to you for the position of **"Associate Process Leader-Trainee".**

This Conditional Offer shall only be valid and effective upon the total fulfilment of all the below conditions:

1. Successful completion of Graduation/Post Graduation on or before 31st Oct 2021
2. Submission of the university issued year wise transcripts/marks sheet along with the final provisional degree pass out certificate to Human Resource Department at Brane on or before 31st Oct 2021
3. Submission of the Study Certificate issued by your BE/BTECH/MCA/MBA/DEGREE college to Human Resource Department at Brane on or before 31st Oct 2021
4. Successful clearance of the background verification check conducted by the agency appointed by Brane.
5. Successful completion of academic and administrative commitments to the college/university on or before 31st Oct 2021

This Conditional Offer shall automatically stand cancelled and expire if any of the above conditions are not fulfilled.

Your date of joining should be on or before **7th June 2021** subject to fulfilment of the conditions specified in this Conditional Offer failing which this Offer stands terminated**.**

You will be on probation for a period of six (6) months starting from your joining date with Brane. At the end of the probation period, your performance will be tested and subject to finding it satisfactory, Brane may in its sole discretion confirm Your employment service with it. If you do not pass the test of confirmation, at the discretion of Brane, your probationary period may be extended for an additional time period. You shall be deemed to be on probation until and unless your services are confirmed in writing by Brane. In the event you do not pass the test of confirmation or if your conduct and performance are found unsatisfactory either during initial probationary period or during extended probation period, your services are liable to

be terminated without any notice. Confirmation of Your services with Brane are not automatic and is not a matter of right for you. Brane reserves the right to revoke, withdraw or modify this Conditional Offer letter at any time in its sole discretion.

Your total C.T.C will be **Rs. 7,00,000/-** per Annum and the monthly emoluments before deductions will be **Rs. 55,411/-**. The detailed break up of emoluments and operational details are provided under Annexure-A.

You will be working from Brane's Hyderabad office location. However, you may be transferred to other office locations of Brane (or) to its affiliates or subsidiaries, either in India or abroad, as decided by Brane in its sole discretion.

In view of the Organizational needs or corporate restructuring or business considerations, your employment or services can be transferred or assigned by Brane to any of its subsidiaries, affiliate(s), joint venture or group companies as may be deemed fit and proper by Brane. If after issuing this Conditional Offer letter, there is any change in the organizational set up or corporate structure of Brane, and if it is decided by Brane, then you may be issued Appointment Letter in the name of the group Company of Brane referencing this Conditional Offer.

The role, in which you join us, is a very important one which will entail dealing with confidential and sensitive data, information and records of the Organization. You will, therefore, be required to sign a "Code of Conduct, Non-Conflict and Confidentiality Agreement of our Organization at the time of your joining the Organization. As part of your undertaking for the non-compete provision, you shall not take up any work or employment with the competitors of Brane for a period of two(2) years post expiry or earlier termination of your employment with Brane and also as part of your undertaking for non-solicitation provision you shall not solicit or offer employment either directly or indirectly to employees of Brane with any third party or under you for a period of eighteen(18) months post expiry or termination of your employment with Brane. This job requires your fulltime commitment and during your tenure of employment with us, you are not permitted to take up or participate in any other part time or full-time jobs or assignments or employment.

You shall abide by the rules and regulations, policies of the Organization as may be in force from time to time and if there is any breach or violation of them, it may result in disciplinary and legal actions.

Your employment with the Organization can be terminated by either party:

a) During Probation:

   i) By Employee: You may terminate by giving Ninety (90) days prior written notice.

   ii) By Brane: Brane may end your probation and consequently terminate your employment forthwith (or) by giving fifteen (15) days prior written notice.

b) After Confirmation of Employment:

   i) By Employee: You may choose to terminate your employment by giving Ninety (90) days prior written notice informing Your intent to terminate.

   ii) By Brane: Brane may terminate your employment forthwith (or) terminate by giving one (1) month notice (or) by paying one (1) month gross salary in lieu thereof.

c) Notwithstanding anything contained either in this Conditional Offer letter or Appointment Letter, Brane reserves its right to terminate forthwith your probation or employment respectively without any notice or without assigning any reasons if in its opinion your probation or continuing you in employment with it is not conducive or is detrimental to the goodwill or business interests of Brane.

For the purposes of the applicable data protection laws, you agree that personal data or information (including sensitive personal data or information) relating to you which has been or is in the future obtained by Brane may be held and processed by Brane or any of its group company either by computer or manually for all purposes relating to the performance of your contract of employment and for Brane's legitimate business needs and legal obligations including, but not limited to the following:

i) Administering and maintaining Brane's personnel records.
ii) Paying and reviewing salary and other remuneration and benefits.
iii) Providing and administering benefits (including pension) and private medical health insurance(if any applicable).
iv) Undertaking performance appraisals and reviews and setting performance targets.
v) Maintaining sickness and other absence records.
vi) Taking decisions as to your fitness for work.
vii) Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security, income tax, customs and other statutory or legal purposes.
viii) Providing information to future purchasers of Brane or of the business in which you work; and
ix) Transferring information concerning you to a country or territory outside India. You agree and consent that any personal data to which you have access in the course of your employment with Brane shall treat strictly in accordance with Brane policies and procedures and you shall not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

This Conditional Offer is based on the information furnished in your application for employment and during the interviews you had with us. This Conditional Offer of employment is subject to the positive feedback with respect to Background Verification in relation to the credentials submitted by you and also is subject to you being found mentally and medically fit at the time of joining and at all times of your employment with Brane. Background verification can be done at any time during your tenure with Brane.

Notwithstanding any other terms and conditions stipulated herein, at any stage during the tenure of your employment with us, if it is found that any particulars or details furnished by you are incorrect and / or this Conditional Offer letter or Appointment Letter has been obtained by misrepresentation of facts, the Organization shall reserve the right to take necessary legal action in addition to termination of your employment forthwith without any notice.

We request you to read this Conditional Offer letter carefully and return a copy of this letter countersigned by you (or) send a scanned copy of the above by email to us as an acknowledgement of receipt of it and also as proof of acceptance of the same by you on or before **5th June 2021**, failing which it shall be construed that you are not interested in this Conditional Offer and this Conditional Offer stands automatically cancelled and withdrawn.

By accepting this Conditional Offer, you are hereby giving your express consent to the Organization for conducting the background verification checks of its choice and that you have no objection whatsoever to it.

If you have any queries regarding the Conditional Offer feel free to clarify your doubts by writing to leadership@nslhub.com You shall get in touch with the Hiring Team regarding completing your joining formalities.

We look forward to your joining in our team.

Thanking you,

for **Brane Services Private Limited**,

Raghava Avvari
HR Head

ANNEXURE-I

1. **Working hours and Work Timings:**

The general work timings for the office are from 9:15am to 6:45pm, within which the leaders are expected to work diligently for 9 hours. The punch in and punch out timings are taken from the biometric device affixed at the entrance of each premise. The organization shall observe a 5-day week from Monday to Friday.

2. **Leaves: You shall be eligible for a total of 21 days leaves in a calendar year. The leaves shall accrue on a monthly basis.**

3. **Background Verification:**

All leaders will be deemed to have been appointed based on representations made and facts disclosed at the time of employment. BRANE has the right to conduct background verification anytime during the leader's employment with the organization. A leader is liable for appropriate action in case of any discrepancy between the claims made by the leader at the time of employment and the facts discovered thereafter.

BRANE

CTC Per Annum		**7,00,000**
Monthly CTC		**58,333**

Annexure - A		
Name: Uthra Balasubramanian		
Role: Associate Process Leader-Trainee	**DOJ: 4th June 2021**	
Location: Hyderabad		
A) Monthly Salary Components	**INR P.M.**	**INR P.A.**
Basic	23,333	2,79,996
House Rent Allowance	9,333	1,11,996
LTA	2,309	27,705
Special Allowance Per Month	20,436	2,45,234
Monthly emoluments before deductions: (A)	**55,411**	**6,64,932**
B) Long term Benefits		
Provident Fund (Employer Contribution)	1,800	21,600
Gratuity	1,122	13,468
Total(B)	**2,922**	**35,068**
COST TO ORGANIZATION (A+B)		**7,00,000**

*Provident Fund(Employee Contribution) will be deducted from Monthly Gross Salary.

* Income Tax & Professional Tax will be deducted as per the Act.

For Brane Services Private Limited

Accepted

Name & Signature:

Authorized Signatory

Date:

Letter of Retention Bonus

4th June 2021
Hyderabad.

Dear **Ms. Uthra Balasubramanian,**

Greetings from Brane Services!

We are pleased to offer you a Retention bonus of **Rs. 1,00,000/- (Rupees 1 Lakh Only).** This bonus will be paid along with the April-2022 salary. This Retention bonus is taxable, and all regular payroll taxes will be withheld.

You must maintain strict confidentiality with regards to the above retention bonus and treat this as a highly individual and confidential matter, not to be discussed with anyone (directly/indirectly). In case of any violation of confidentiality from your end may result in a disciplinary action.

In the event that you leave Brane Services within 18 months of your date of receiving this amount, you will have an obligation to repay the above amount as part of your full & final settlement.

We are optimistic that your continued dedication and hard work will take **Brane Services** into a new growth trajectory.

We look forward to your continued contribution to the success of **Brane Services**.

For **Brane Services Pvt. Ltd.**

Authorized Signatory

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207472118/Chennai/BPS/BOPL
Date: 27/05/2021

Mr. Bhavesh Chhaganlal Gehlot
B-14/37, Mhb Colony, Rajendra Nagar, Borivali East

Borivali
Mumbai-400066
Maharashtra
Tel# -

Dear Mr. Bhavesh Chhaganlal Gehlot,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Chennai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Bhavesh Chhaganlal Gehlot
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
6th Floor III Phase, Spencer Plaza 769, Anna Salai, Chennai - 600 002, India
Ph.: +91 44 66164111 Fax 91 44 6616 4050 E-mail: corporate.office@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Vassar LABS

Aishwarya Vanaparti,
3-6-319, Flat No: 805,
Namitha Everest SBH Colony,
LB Nagar,
Hyderabad - 500073
Mobile: +91 7337289996

Date: 7th June' 2021

Dear Aishwarya,

Sub: **Letter of Appointment**

We are pleased to offer you appointment as **Business Analyst** base location Hyderabad with our Company on the terms and conditions incorporated in the Service Agreement, which is herewith enclosed. Please sign the Service Agreement as well as the clause of acceptance here under as your acceptance of our offer.

The contract of employment will commence from the date of joining and will be in operation till it is terminated as provided in the Service Agreement or till you reach the age of retirement of 60 years, whichever is earlier.

Your annual gross remuneration will comprise of a fixed component of **Rs. 6.00,000 (Rupees Six Lakh only)** with effect from your actual date of appointment. Your remuneration structure is personal to you and should not be disclosed or discussed with others. Your start date will be 9th June'2021. And reporting location will be at Hyderabad office.

Please note that during the course of your employment at Vassar Labs, you might be required to work at anyplace in the world depending on project needs.

We wish you a rewarding and exciting career with **Vassar Labs**.

For **Vassar Labs Pvt Ltd**

Authorized Signatory

I hereby accept the above offer of appointment as per the terms and conditions of the enclosed Service Agreement and I am hereunder signing as token of my acceptance of the Service Agreement.

Aishwarya
(Employee)
Date: 7th June, 2021.

SERVICE AGREEMENT

This Service Agreement is made and executed on this 7th **June, 2021** by and between **Vassar Labs IT Solutions Pvt Ltd.**

(Hereinafter referred to as the "Employer" which term shall mean and include all its legal representatives, attorneys, administrators, successors in interest and assignees etc.)

Aishwarya,
(Hereinafter referred to "Employee")

Whereas the Employer and Employee agreed to set forth in writing the following terms and conditions of the employment of the Employee.

Now this Agreement of Service Witnessed as under: -

1. The Employer agrees to employ the Employee and the Employee accepts such employment on the terms and conditions set forth in this agreement. This agreement shall come into operation from the date on which both parties signit.

2. Income tax and other statutory deductions from the above remuneration will be as per the Rules and Regulations of Income Tax Act and other laws and as applicable to the Employee's remuneration.

3. During the currency of this contract the employee shall not take up any other assignment, with or without remuneration, under any other employer and shall work exclusively and full time for the employer.

4. The office working hours shall be from 10.00AM to 6.30PM with a half an hour lunch break and the working days are from Monday to Friday. However due to nature of the business, working hours are flexible and the Employee might be required to work necessary hours in order to complete his/her assigned work.

5. The Employee agrees and represents to the Employer that he/she is not subject to any existing contract, which would affect or impede the Employee's liability to perform in accordance with the terms of this agreement.

6. The Employer has acquired and developed and will continue to acquire and develop intellectual property which include systems and procedures, Source Code, business and financial data, credit information in relation to the customers containing their names, addresses, business habits, sales reports, price lists and other information. (all of the foregoing being referred to as the "Proprietary Information")

7. The Proprietary Information is confidential, important and unique to the Employer's business. The Employer and the Employee acknowledge that the said Proprietary Information represents trade secrets of the Employer. If the employee divulges any such proprietary information to any third person, the employer hereby reserves his right to terminate this agreement.

8. The Employee, for a period of four (4) years from the date of disassociation with the Employer, shall not at any time, directly or indirectly, carry on in any territory any business which competes directly or indirectly with the business of the Employer nor be concerned or interested in any such business in any capacity whatsoever, including, inter alia,asa shareholder, partner, officer, employee or consultant.

9. The Employee shall use his Endeavour to promote and develop the business of the Employer and shall not, directly or indirectly, for a period of five (5) years from the date of their disassociation from the Employer

   9.1. Solicit or attempt in any manner to solicit, any business from (i) any existing customer/ client of the Employer, or (ii) any person whom the Employer has contacted or otherwise dealt with, as long as the Employer is engaged in such business;

   9.2. Induce or attempt to persuade any person, who is an existing or potential customer/client of the Employer, to cease doing business or to reduce the amount of business which such person has customarily done or might propose doing with the Employer.

   9.3. Employ, solicit, incite, canvass, or assist any person to employ, any person who is in the employment of the Employer (including any person who was an employee at any time during the preceding one year)

10. The Employee agrees to keep all Proprietary Information confidential. The Employee agrees to refrain from communicating or divulging any of the Propriety Information to any person, firm or company during the course of employment and for a period of 3 years following the termination of this agreement for any reason whatsoever.

11. The Employer has acquired, and, during the term of employment the Employee will acquire much similar information about the business of the employer's customers in the same manner and under the same restrictions as said above.

12. To terminate this agreement the employee will be required to serve 3 months notice on this service agreement / employment in writing. During the probation, i.e., first 3 months from joining, the notice for termination can be made through just one month notice period. The employer is at discretion to enforce the notice period served by the employee, (pre or post probation) or relieve the employee at any time during the notice period, at its discretion. But if the employer terminates the employee for reasons other than performance, fraud or breach of conduct reasons, employer will honor the notice period. This does not apply if the termination is because of performance or breach of conduct reasons.

13. The employee is entitled to avail the leave facilities as per the employer's leave rules and regulations as shown in Annexure - I. The leave and holiday schedule of a customer are applicable when working on a specific project for a customer.

14. The Employee shall undertake to work, wherever assigned either in India or abroad. While in India the Employee will be based at our Technology Development centre in Hyderabad. However, he/she should be willing to travel anywhere in India or abroad. When posted to an overseas location for any assignment the salaries and benefits as applicable to such an assignment shall be mentioned in his/her project assignment letter.

15. The Employer shall reimburse all the expenses as applicable to his/her grade incurred by the Employee for travel, stay and other business related expenses necessary to carry out the Employee's duties under this agreement upon submitting relevant bills and vouchers.

16. If the Employee breaches any of the terms of this agreement, the Employee agrees to be liable for damages as may be determined by the Employer and the Employer will be at liberty to terminate this agreement.

17. On termination of this contract, Employee will immediately surrender to the Employer before release from the employment, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc., belonging to the Employer or relating to Employer's business. And, shall not make or retain any copies of these items. The above terms and conditions are subject to policy of Employer.

18. The invalidity or unenforceability of any of the provisions of this agreement does not in any manner affect any other provisions. If any provisions is determined to be invalid or unenforceable this agreement to be construed as if the invalid or unenforceable provisions was omitted.

19. If any dispute arises between the Employer and Employee under this agreement the courts at Hyderabad/Secunderabad will have jurisdiction.

20. If any declaration given or furnished by the Employee to the Employer is proved to be false or if Employee is found to have willfully suppressed any material information, the Employee will be liable to be removed from the service of the Employer by termination of this agreement.

21. Performance Reviews will be conducted annually and will be effective July every year. You will be entitled for Salary revision in the month of June / July'21 on prorate basis. However any salary increase will be subject to satisfactory performance, regular attendance and good conduct.

22. The Employee shall immediately notify to the Employer any change in his/her address as given herein.

23. This agreement of contract will be in force till it is terminated as provided herein or till the Employee attains the retirement age of 60 years, whichever is earlier. The age of retirement will be reckoned as per the date of birth shown in the Employee's school leaving certificate.

24. Company currently does not come under Provident Fund Act and this portion of PF deduction will paid to employee. Once we are covered under PF act Company shall have a contributory Provident Fund Plan as a part of the employee benefits. Under this plan, both employee and the company shall make equal percentage of contributions (presently 12%) of the basic monthly salary of the employee as prescribed under the Provident Fund Laws. And the said contributions shall be paid over to the Regional Provident Fund Commissioner, Government of India, which administers the Provident Fund Plan. Currently for PF both components viz the employee and the employer are added and shown as part of the Gross Salary mentioned earlier in this document)

Annexure: I agree to the Service Agreement dated 7th June, 2021 made between Vassar Labs IT Solutions Pvt Ltd and Aishwarya,

Leave Rules:

Following are the Leave Rules prevalent for the employees of **Vassar Labs** and which are made applicable to the Employee.

Annual / Privilege Leave:

- 20 working days for every completed year
- For more details regarding the leave policy please contact your manager.

Maternity Leave:

Maternity leave is allowed to all female employees on the following conditions:

- After completion of one year continuous service.
- The maximum leave allowed as per the Maternity Benefit Act is 12 weeks (6 weeks pre-maternal leave and 6 weeks post-maternal leave).
- Extension of leave is allowed as per the discretion of the management on case to case basis.

General:

- All the leave requests must be in the prescribed application form.
- The leave application form duly approved by the department/divisional head must be submitted to the personnel/administration department.

In witness whereof the parties have signed this agreement on this the **7th June, 2021.**

(Signature of Employer)
Date7th June, 2021.

Aishwarya

(Signature of Employee)
Date: 7th June, 2021.

CODE OF ETHICS AND CONDUCT

Vassar's Code of Ethics and Conduct provides ethical guidelines for standards of conduct which shapes our developing corporate culture.

Vassar Labs is a commercially driven Software Development and Services company whose profitability depends on excellent standards of performance and delivery. Our success will be determined by your adherence to the following standards of ethics and conduct:

Recruitment and Performance Management:

Skills, qualifications and experience determine what roles people fill, but integrity, intellectual ability and emotional intelligence are common competency dimensions all staff need to exhibit. Candidates will be recruited and their performance managed on demonstrated competence to succeed in their duties, in addition to their cultural fit with the ethics and conduct described in this document. Shabby, revealing or offensive dress or unprofessional behavior is not consistent with this standard. All employees are expected to present a professional face for the company. All employees are required to fully commit to performance and aptitude assessments or other types of measurements designed to enhance individual and company performance.

Continuous Learning:

As a business of the new economy, all of us have a responsibility to continue to learn and to do all that we can to encourage our fellow employees to do likewise. We must have a commitment to further improvement, be motivated by challenges and to view change as a positive opportunity. Training plans are designed to be consistent with and support the strategic planning initiatives of the company. Involvement in professional associations and other professional and community development activities is expected as a sign of commitment to excellence.

Cooperation:

All of us need help and guidance from time to time. Turning to colleagues for assistance in solving difficult problems shows good judgment and common sense. Never be afraid to ask and never be reluctant to help.

Veracity:

Keeping secrets or creating hidden agendas causes intrigue, miscommunication and confusion. We should always look for the positive solution to every problem and carry a positive attitude into every aspect of our day. Defeatists are not admired. Negative attitudes create distress whilst positive attitudes relieve stress. We believe that a person's success is mainly due to attitude. By displaying a positive attitude, courage, resilience, appropriate skills, ability and aptitude, your honesty and integrity will be evident.

Respect:

Abuse or harassment in any form is unacceptable. At VassarLabs we respect individual belief systems but do not impose religious or political beliefs on others. Words and actions that are indiscreet, sarcastic, and chauvinistic or made at the expense of an ethnic group or gender are not professional and may be unlawful. Swearing at each other, or at clients or suppliers, in an abusive manner, backbiting, gossiping, manipulating, negative behavior and other divisive activities are destructive and will not be tolerated. Violence or bullying is not acceptable and may constitute a criminal offence. All such forms of unacceptable behavior can be grounds for dismissal.

Intoxication:

Alcohol and other drug abuse is unacceptable at Vassar Labs . You will be disciplined and may be instantly dismissed for being intoxicated or under the influence of non-prescriptive drugs at work, whether on the premises of Vassar Labs, at a customer site, or when representing Vassar Labs at a conference or function.

Legitimacy:

Vassar Labs accepts that you will have commitments such as medical appointments, family activities and other important personal issues to attend to. It is not acceptable to misrepresent your use of this time as this would give the impression of deceit. Be upfront, tell your manager about personal circumstances that may require some flexible work time. Seek approval for such activities.

Time management:

If you are required to work excessive hours to meet deadlines it is your responsibility in collaboration with management to track your time on all tasks and avoid a culture of exploitation. Vassar Labs appreciates that many employees display enormous commitment by working extra hours making it a long day for a committed employee. Wasting company time by excessive chatting and taking regular prolonged smoking breaks may constitute work avoidance and be deemed unprofessional conduct. The onus is on each member of staff to work responsible professional hours.

Health-e-Lifestyle

Vassar Labs encourages a healthy lifestyle for employees and encourages staff to exercise, quit smoking and excessive drinking and take responsibility for safe work practices as part of a healthy lifestyle program.

Initiative:

All of us must strive to take initiative, resolve or inform others of potential risks, and prove to be steadfast and reliable in order to maintain and reinforce this vital part of our corporate culture. Every employee at Vassar Labs is responsible for the company's success.

Confidentiality:

During the course of our duties with Vassar Labs we will learn confidential information either about Vassar Labs or our clients. In these circumstances, we must not disclose or use any confidential information we obtain for any purpose other than for what it was obtained. Maintaining our clients' confidence in professionalism and integrity is too important to be put at risk. Protection of a company's intellectual property is an essential business and legal ethic.

Privacy:

Information regarding your salary and benefits and those of your colleagues is strictly confidential. Anyone asking about others or discussing their own salaries with colleagues, may be dismissed. Private personnel information must not be disclosed. You may be prosecuted under Privacy Laws for statutory breeches. Collaborating with colleagues to spread misinformation, or confidential information, could result in discrediting others, may be defamatory, and contravenes these fundamental principles. If you have queries regarding salaries or personnel issues speak to the HR Manager.

Occupational Health and Safety:

Vassar Labs encourages employees to take responsibility to avoid damaging their health by attending to both their physical and psychological needs. Employees must take responsibility for their ergonomic needs such as their work station and work habits, and also for their lifestyle needs such as

their psychological and emotional health. Many accidents or other problems at work are caused by negligence and blaming others for conditions and circumstances you would be expected to take action to rectify. All employees are required to take responsibility for occupational health and safety issues in the workplace.

I have read, understood and agree to comply with the Vassar Labs' Code of Ethics and Conduct.

Employee Name: Aishwarya Vanaparti.

Signature: ....Aishwarya..... **Date:** 7th June, 2021.....

Rajith Sukhavasi <rajiths@ibsindia.org>

Employment Confirmation

Hr Gkc <hr@gkcfood.com> Fri, Jul 9, 2021 at 9:54 AM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Dear Rajith,

These are the following candidates selected for Ghost concepts software services Pvt Ltd with 5.5 LPA as operations Manager

19BSPHH01C1551, Soham seet
19BSPHH01C0041, ABHISHEK KUMAR
19BSPHH01C1499, KUKKADAPU N V R L GUPTA RAHUL

Thanks and Regards
Sai Teja P
HR

Gmail

Rajith IBS <rajith.ibs@gmail.com>

(no subject)

ABHISHEK KUMAR <abhishek9970kr@gmail.com> Sun, Jun 13, 2021 at 11:00 PM
To: Rajith IBS <rajith.ibs@gmail.com>

11:00 LTE

Ghost Concept Software Services Pvt Ltd - Offer letter

Inbox

Hr Gkc 10 Jun

to me

Dear Abhishek Kumar,

Congratulations on your **offer** from Ghost Concepts Software Services Pvt Ltd! We are delighted to **offer** you the position of **Churn Manager** find the attachment of your offer letter. Revert back with your confirmation and Documents.

Regards

HR Department

Abhishek offer letter.pdf

PDF

--
Abhishek

Ghost Concepts Software Services Pvt Ltd

Offer Letter

Date: 09/06/2021,
Station: Hyderabad,
Ref/HR-EOL/HYD/26/5-21

To,
Mr.Abhishek Kumar
Address: Hyderabad.

Dear **Abhishek Kumar,**
We are pleased to inform you that, after careful consideration, Ghost Concepts Software Services Pvt Ltd have decided to extend the following fulltime employment offer to you as **Churn Manager** the following terms and conditions.

1. You will be given CTC of **Rs 5,50,000/- (Five Lakhs Fifty Thousand Only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms. Payable monthly in the manner set out in Annexure.

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ghost Concepts Software Services Pvt Ltd.,** family and look forward to a fruitful collaboration

With best wishes,
Ghost Concepts Software Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

Offer: Computer Consultancy
Ref: TCSL/CT20203588530/Hyderabad
Date: 11/02/2021

Ms. Sanketi Arvind Kale
Shubhshree, Shanti Nagar, Near Yashoda Nagar, Old Bypass Road, AmravatiOld Bypass Road, Near Ajay Mangalam,
Amravati-444606,
Maharashtra.
Tel# 91-7875140741

Dear Sanketi Arvind Kale,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India
Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,456/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹2,000/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans
You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

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TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

   If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If

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your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. **Mobility**
   TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. **Service Agreement**
    As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service

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of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

During your tenure with TCSL, including probation either you or TCSL can terminate the appointment by giving 90 calendar days written notice or 3 month's basic salary in lieu of the notice.

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However, if the services are terminated upon the expiry of the initial period of probation of three months, i.e, without any extension or confirmation, no notice or payment in lieu thereof will be paid. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice Period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card

  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a

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mandatory requirement for processing salary.

- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
  *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

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23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

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(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xperience Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sanketi Arvind Kale**
Designation	**Management Trainee**
Institute Name	**Icfai Hyderabad**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,700	32,400
Quarterly Variable Allowance*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	0
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207468460/Chennai/BPS/BOPL
Date: 02/07/2021

Mr. Sambit Mohapatra
Plot No. 622 Bjb Nagar Bhubaneswar
Plot No.622 Bjb Nagar, Lewis Road, Bhubaneswar, Odisha
Shree Hospital
Bhubaneswar-751014
Odisha
Tel# -

Dear Mr. Sambit Mohapatra,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Chennai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
6th Floor III Phase, Spencer Plaza 769, Anna Salai, Chennai - 600 002, India
Ph.: +91 44 66164111 Fax 91 44 6616 4050 E-mail: corporate.office@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Sambit Mohapatra
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Integrated Cloud
Applications & Platform Services

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
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Sarjapur Marthahalli Ring Road
Kadabeesanahalli
Bangalore 560 103, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

July 08, 2021

Anisha Nagrecha

Dear Anisha,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
C. Annual Gross Pay AGP (A+B)	5,47,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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CIN: U72900KA1995PTC018327

time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Anisha Nagrecha** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

ORACLE

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Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

July 08, 2021

Bipasa Saha

Dear Bipasa,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore, India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	2,46,254.00
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Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

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New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

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This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Bipasa Saha** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from August 1, 2021

Signature: _____ Date: July 8, 2021

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Sarjapur Marthahalli Ring Road
Kadabeesanahalli
Bangalore 560 103, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

July 08, 2021

Snigdha Doli

Dear Snigdha,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	**Amount (INR) p.a.**
A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
C. Annual Gross Pay AGP (A+B)	5,47,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Snigdha Doli** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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CIN: U72900KA1995PTC018327

July 08, 2021

Puneet Singhal

Dear Puneet,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

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A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
C. Annual Gross Pay AGP (A+B)	5,47,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

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This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

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If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

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This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Puneet Singhal** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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July 08, 2021

Suparna Panigrahi

Dear Suparna,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
C. Annual Gross Pay AGP (A+B)	5,47,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

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This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

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New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Suparna Panigrahi** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

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Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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July 08, 2021

Vivek Betala

Dear Vivek,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore, India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
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D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Vivek Betala** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 01/08/2021.

Signature: _____ Date: 10/07/2021

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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July 08, 2021

Divyanshu Chadha

Dear Divyanshu,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

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A. Basic salary	2,46,254.00
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Total Gross (C+D+E)	**5,88,626.00**

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This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Divyanshu Chadha** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

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Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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July 08, 2021

Juhi Grover

Dear Juhi,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
C. Annual Gross Pay AGP (A+B)	5,47,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
Prestige Technology Park
Venus Block 2C,
Level 6-8, #29
Sarjapur Marthahalli Ring Road
Kadabeesanahalli
Bangalore 560 103, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Juhi Grover** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 1st August 2021.

Signature: juhi Date: 8th July 2021

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Integrated Cloud
Applications & Platform Services

ORACLE

Oracle Solution Services (India) Private Limited

Registered office address:
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Level 6-8, #29
Sarjapur Marthahalli Ring Road
Kadabeesanahalli
Bangalore 560 103, Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

July 08, 2021

Karuna Attri

Dear Karuna,

We are pleased to offer you employment in the position of **Expert Services Associate** with **Oracle Solution Services (India) Private Limited ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **5,88,626.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to INR **27361** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	2,46,254.00
B. Flexible Benefit Plan (FBP) **	3,00,977.00
C. Annual Gross Pay AGP (A+B)	5,47,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**5,88,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any

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time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Holly Dellacasa** at **+17208768579**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Karuna Attri** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Excelsis Business Solutions Pvt. Ltd.
*Formerly known as
Hansa Management Services Pvt. Ltd.
201, Tower 2, World Trade Centre
Kharadi, Pune 411014
☎+91 20 66839245, Fax: +91 2066839250
CIN: U74140PN2008PTC132124

Ref: Excelsis/HR/234 **Date: 19Th June 2021**

To,
Ms. Harmeet Kaur Gulati
H.NO-140, Punjabi Refugee
Colony, Agrico, Jamshedpur – 831009
Contact Number - +91 7301762664

Sub: Offer Letter

Dear Harmeet,

This has reference to our discussions, we are pleased to offer you the position of **'Management Trainee – Risk Assessment** in our organisation. You will be reporting to the **'Senior Manager – Finance'** of the Company. This offer is subject to following terms and conditions:

- You will receive a fixed compensation of **INR 5,00,000/-** per annum (Five Lakhs Only), which shall include but not limited to Taxes, Provident Fund, Gratuity, Professional tax etc. However, tax deduction at source as applicable from time to time (TDS) will be done as per the provisions of Income tax act on salary payments. This will be disbursed to you as per the prevailing policy of the organization, which may change from time to time. Excelsis shall be entitled to deduct from the monthly salary amounts payable under this offer, any amount that Excelsis is legally obliged and or entitled to deduct in accordance with applicable taxes/laws. The Employee will receive no other benefits unless specifically provided in this offer.
- This offer is subject to your joining us on or before **28th June 2021** and successful clearance of Pre-Employment medical examination as may be prescribed. Once you join the company you will receive a detailed appointment letter specifying the standard terms and conditions of employment along with compensation break up.
- You are requested to carry all your original certificates on the day you report for joining along with the documents as per Annexure enclosed.

This offer letter is strictly confidential and the information contained in this document is only for your personal information.

We are glad that very soon you will be part of our team. We look forward for your long association with us.

For Excelsis Business Solutions Pvt. Ltd.

Kanchan Ghuge
Group HR Manager

For Excelsis Business Solutions Pvt. Ltd.

Prateek Mathur
General Manager

Excelsis Business Solutions Pvt. Ltd.
*Formerly known as
Hansa Management Services Pvt. Ltd.
201, Tower 2, World Trade Centre
Kharadi, Pune 411014
☎+91 20 66839245, Fax: +91 2066839250
CIN: U74140PN2008PTC132124

ANNEXURE I

On the day of your joining you are requested to report at 9.30 am, at the below mentioned address with all the required documents mentioned below.

Excelsis Business Solutions Pvt. Ltd.,
201, Tower - 2 World Trade Center, Kharadi, Pune 411014
Landline: +912066839200

Documents to be submitted at the time of Joining

- Copies of all educational certificates right from SSC.
- Proof for Date of Birth (Birth certificate / SSC marks sheet)
- Copies of all previous experience certificates.
- Copy of Relieving letter from previous company.
- Copy of PAN card
- Passport size photographs with White background - 4 nos.
- Passport Copy

Also, kindly note the below mentioned details –

- **Office timings –** Monday to Friday: 09:30 am to 06:00 pm & on Alternate Saturday: 09:30 AM to 01.30 PM However, you may be assigned to different work shifts as per the business requirements.

- **Dress code: Monday to Friday -** Male employee - Trousers, Shirt & Tie. Female employee -Suit / Saree / Salwar Kameez, **Saturday –** Business casuals

If you have any queries or need any clarification, please feel free to contact us.

Excelsis Business Solutions Pvt. Ltd.
*Formerly known as
Hansa Management Services Pvt. Ltd.
201, Tower 2, World Trade Centre
Kharadi, Pune 411014
☎+91 20 66839245, Fax: +91 2066839250
CIN: U74140PN2008PTC132124

Date: 19th June 2021

To,
Ms. Harmeet Kaur Gulati
H.NO-140, Punjabi Refugee
Colony, Agrico, Jamshedpur – 831009
Contact Number - +91 7301762664

Sub: Pre-Employment Medical check up

With reference to the above mentioned subject, please find below list of medical tests which you need to get it done before your joining:

1. Haemogram
2. Blood Group
3. Blood Sugar (Random)
4. S. Cholesterol
5. Urine R
6. ECG (Electrocardiogram)
7. Chest X- ray
8. Eye Check up
9. Physical Examination & Evaluation of report

Kindly send us the original reports before date of joining

Please Note: All expenses of the medical tests shall be reimbursed to you on providing us with the original receipts max upto Rs. 3000/-.

Regards,

For Excelsis Business Solutions Pvt. Ltd.,

Kanchan Ghuge
Group HR Manager

EzeSoftware India Private Limited (CIN – U72200TG2015FTC098621)
Level 4, Phase 2.3, Sy No. 115 (Part)
WaveRock TSIIC IT/ITES SEZ
Nanakramguda, Serilingampally
Hyderabad - 500008, Telangana, India
T +91 4067505700 | Info.India@ezesoft.com
www.ezesoft.com

OFFER OF EMPLOYMENT

Mr. Manjeet Kumar Behera **June 25, 2021**
QTR No: B/715, Nalco Nagar, Anugul,
Odisha, Pin: 759145.

Re: Employment Offer

Dear **Manjeet Kumar Behera**,

We are pleased to confirm our offer of employment with EzeSoftware India Private Limited **(**the **"Company")** and look forward to having you joining our organisation. Your position title will be **Associate Engagement Specialist**, reporting to your line manager. The office is located at Level 4, Phase 2.3, Sy No. 115 (Part) WaveRock TSIIC IT/ITES SEZ Nanakramguda, Serilingampally, Hyderabad – 500008, Telangana, India. Your detailed duties and responsibilities will be discussed with you subsequent to your joining the Company.

Should you accept this offer, your employment will commence on **July 01, 2021**. The first three months will be treated as a probationary period.

Salary and Benefits
Your total Cost to the Company at the commencement of your employment with the Company will be **INR 502,320/- (Rupees Five Lakhs Two Thousand Three Hundred And Twenty only**) per annum subject to an annual review and an annual discretionary bonus. You will be paid salary on a monthly basis, in arrears, after statutory and tax deductions at source. This lump sum amount will be allocated between basic salary, allowances and contributions as per company policy.

Orientation
On your joining you will be scheduled to participate in the Company's employee orientation program.

Background Investigation
By signing this offer letter, you are verifying that the information you provided both verbally and, on the resume, /application form as well as on the Background Investigation, Information and Consent Form is complete and accurate. You understand that a false statement may disqualify you from employment or cause your subsequent discharge if you are employed by the Company.

As an employee of the **Company** it is likely that you will become knowledgeable about confidential and/or proprietary information relating to the operations, services and clients of the Company. Therefore, to protect the interest of all parties, the **Company** requires all employees to sign the Proprietary Rights Agreement] and to abide by this and the Company's other policies.

If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter, within the next five days, after which this offer will lapse. Your full contract of employment with the Proprietary Rights Agreement will be issued in due course.

This offer is subject to satisfactory completion of your reference and background check prior to your agreed upon start date.

We look forward to you joining us and we hope that you will find your employment with us challenging and rewarding. We look forward to hearing from you soon.

Kind regards,
For EzeSoftware India Private Limited

Sincerely,

K. Nitya Nivali
Director - HR

I accept this offer of employment with EzeSoftware India Private Limited and agree to the terms and conditions outlined in this letter, subject to the Contract of Employment with the Proprietary Rights Agreement.

_____
Signature

SS&C | EZE

ANNEXURE – A

Compensation Structure			
S. No	**Pay Component**	**Annual (INR)**	**Monthly (INR)**
1	Basic Pay	186,000	15,500
2	HRA	93,000	7,750
3	Statutory Bonus	15,494	1,291
4	Special Pay	170,506	14,209
Gross Salary		**465,000**	**38,750**
5	Food Coupons	15,000	1,250
6	Employer contribution to PF	22,320	1,860
CTC		**502,320**	**41,860**
Benefits	➢ Employees are entitled to receive Gratuity in accordance with the provisions of Payment of Gratuity Act, 1972. ➢ Employees are enrolled in the Company's group insurance benefits. • Group Medical Insurance • Group Personal Accident Insurance • Group Term Life Insurance		

UAS International
Unit No.-126, 1st Floor, Vipul Agora Mall, Sector - 28
Near M.G Road Metro Station,
Gurugram, Haryana - 122001

LETTER OF APPOINTMENT

Date: 22.June.2021

Dear Nitisha Yadav,

We are pleased to confirm you as **HR Manager** for UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD. your date of joining is 23rd June, 2021.

Your annual CTC is Rs. 7,16,000/-.

We are pleased to share your Performance Targets with you.

You need to achieve the Six months goal sheet in your probation period. Successfully complete assigned trainings in the established guidelines.

To successfully meet the targets detailed in the Goal Sheet that will be shared with you at the time of joining.

UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. shall be at liberty to revise the Performance Target without further consent in writing from you time to time to keep pace with the changing business requirements. There will be an evaluation of your performance at the end of each month. In the event of your failure to achieve the applicable performance target, UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. reserves the right to take appropriate action against you including the termination of your services.

It is mandatory to successfully complete the below induction trainings before the expiry of the second month of your probation period. Any failure to successfully complete the training would result in termination of the services.

This offer of employment may be withdraw/modified if any information or representation furnished by you is found to be incorrect or if any material information is detected by UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. to have been suppressed by you. Notwithstanding anything contained herein UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. reserve its absolute discretion to withdraw this offer letter for any reasons which it may deem fit and proper. In case of any withdrawal of this offer letter by UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. , it shall be lawful for UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD.. to intimate you about it over e-mail or in any other mode of intimation in writing. This offer shall be constructed to have been rolled out only upon unconditional acceptance of the above stipulation

Regards,

Meghna

Meghna Chhabra

(For UAS INTERNATIONAL A UNIT OF UNITED ACCRUAL SERVICES PVT LTD..)

22/06/2021

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Ref: 807159 /1873377/Permt

Date: 30-Apr-2021

Ms. Mallika .
Flat No-305, Shivam Apartment, North Office Para,
Doranda,
Ranchi (JHK) - 834002
Phone No: 9264459105

Subject - Offer of Appointment

Dear **Ms. Mallika .,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Business Analyst** on **U2** band, operating out of our **HYDERABAD** office.

2. Your "Annual Total Cash Compensation" will be **Rs. 500,000 (Indian Rupees Five Lakh).** Please refer **Annexure-A** for details on the compensation and statutory deductions.

3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B.**

5. You are required to join on **03-May-2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

6. On the date of joining, you are requested to report to **Parminder Kaur** at 9:30 AM to complete the joining formalities at **TECH MAHINDRA LTD, TMLW, PLOT NO. 22 - 25 & 27 TO 34, HITECH CITY LAYOUT, MADHAPUR, RANGA REDDY DISTT, TELANGANA 500081**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.

7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **SIVA DHARMARAJ** latest by .

Mallika

Great Place To Work Certified
More reasons to #lovetobeTechM

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

9. For any clarification / further Information on-
   - Employment terms and conditions, please get in touch with **SIVA DHARMARAJ** (E-Mail: **SD00505891@TechMahindra.com**)
   - On boarding logistics / operations, kindly drop a mail to Hub.Connect@techmahindra.com
     (Please quote the Reference No. as mentioned above in emails)

For Tech Mahindra Limited

Pustakiteswara Rao

Venkat Paturi
Head - Resource Management Group

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Mallika
Signature of Candidate:

Date: 03/05/2021

Mallika

Great Place To Work. Certified
More reasons to #lovetobeTechM

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Annexure - A

NAME	**Ms Mallika .**
TITLE	**Business Analyst**
BAND	**U2**
LOCATION	**HYDERABAD**

COMPONENTS	**Per Annum** (All figures in Indian Rupees)
BASIC (@40% OF TOTAL FIXED PAY)	174323
HRA (@70% OF BASIC)	122026
BONUS / STATUTORY BONUS	48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	20919
FLEXIBLE COMPONENTS OF TFP	70537
TOTAL FIXED PAY..... (A)	**435805**
TOTAL VARIABLE PAY (TVP)..... (B)	**48423**
ADDITIONAL BENEFITS..... (C)	**15772**
GRATUITY	8385
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**500000**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	**Max Limit**
Leave Travel Assistance	20000
Meal Card	26400

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

(Contd...)

Mallika

Great Place To Work Certified
More reasons to #lovetobeTechM

Tech Mahindra

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001,India
CIN L64200MH1986PLC041370

Annexure - A (Contd...)

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   a) **Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. **20 LAKHS** to the beneficiary on the unfortunate death of the associate.

   b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 LAKHS**.

   c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

   b) Statutory Deductions: Tech Mahindra Limited. shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:
1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.
4. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
5. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
6. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

For Tech Mahindra Limited

Pushkalikaswara Rao

Venkat Paturi
Head - Resource Management Group

Mallika

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Tech Mahindra

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bundor
Mumbai 400001,India
CIN L64200MH1986PLC041370

Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data

By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

(i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
(ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
(iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
(iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
(v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

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f) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) **Confidentiality / Non-Disclosure**

a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

2. **Assignments/Transfer/Deputation**

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

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3. **Termination of Employment**

(a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

(b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

(c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

(d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

(e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

(g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

(h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

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4. **Statement of Facts**

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. **Restraints**

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

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Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
iii. You shall access only those web sites, which are relevant to your work at hand.
iv. You shall not use any company resource for hacking or other unethical / illegal activities.
v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. **Retirement**

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

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Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. **General**
The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : Mallika

Signature : Mallika

Address : Flat No-305, Shivam Apartment, North office Para, Doranda, Ranchi - 834002, Jharkhand

Date : Ranchi 03/05/2021

Place : Ranchi

Mallika

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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: MALLIKA Last Name: .

Gender: Male/Female: Female Date of birth (DD/MM/YYYY): 08 11 1993 Blood Group: O+ve

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?	✓		Short sighted-ness -3 Power
Can you readily distinguish between the pigmentary colors?	✓		
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		✓	
Do you have any physical deformity / handicap?		✓	
Do you have any congenital disorder / abnormality?		✓	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		✓	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		✓	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		✓	
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		✓	
Have you had any form of critical illness or operation in the last two years?		✓	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		✓	

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Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose		NA	

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: Mallika

Name: MALLIKA

Date: 03/05/2021
(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the

a. Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed on all pages (including all annexures)
b. Two passport-sized color photographs with white background.

If you have not submitted the following documents on the Tech Mahindra Pre-Onboarding Portal, or if documents are submitted but not yet approved, you should carry the following documents:

a. **Relieving Letter:** Your relieving letter from your present organizationService Certificate from the last employer as well as all previous employers.
b. **Valid Passport:** Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.
c. **PAN Card:** You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.
d. **Aadhaar Card:** You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing the KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities. Please do ensure that your Name on the Aadhaar Card Name and PAN name is same and Aadhaar Card has correct Date of Birth (DD-MM-YYYY format) and Father's name.
e. **PF UAN Number:** You MUST provide your PF UAN Card copy or UAN Number (not applicable for fresher's). You can find UAN number on your previous employer payslip or you can check with your previous employer for your PF UAN Number.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information". A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :
   - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
   - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
   - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
   - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
   - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
   - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
   - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
   - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: MALLIKA

Signature: Mallika

Date: 03/05/2021

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Annexure - F - Intellectual Property Assignment

Associate Name: Mallika

Associate ID:

Date: 03/05/2021

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**
I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**
I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

Sk. Nizam Ali

ACCEPTED

Mallika

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Tech Mahindra

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

   Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

   a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.
   b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
   c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

Mallika

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d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

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I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. On the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

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CIN L64200MH1986PLC041370

Executed this 3rd day of May, 2021

For and on Behalf Of
Tech Mahindra Limited

Puskal Kaswara Rao

Venkat Paturi
Head - Resource Management Group

Mallika
Signature

(Mallika .)

Mallika

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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 03/05/2021
Dear Sir/Madam,
I Mallika Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),
I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and
Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties
as laid down under the policy.
Authorized Signatory (HR) Signature of the Associate

Name: Mallika

Mallika

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eClerx

Date: July 14, 2021

Ms. Pranjal Naphade

138 Bharat Nagar, J.K Road, Narela Shankari,
Bhopal Madhya Pradesh, 462023

Offer Letter

Dear **Pranjal**,

Based on the interview and discussions you had with us, we are pleased to offer you an employment in our **Shared Services Vertical**. Details of the terms & conditions of offer are as under:

1. You will be designated as **Process Manager** and your initial place of posting will be **Mumbai.**
2. You will be required to work for five days a week and have two days of leave at any time during the week. Your weekly leaves as well as your shift timings will be conveyed to you by your manager, basis the roster for the program / process you are assigned to.
3. Your date of commencement of employment will be on or before **July 15, 2021.**
4. Your Cost to the Company will be **INR 878,400** (As per the enclosed Annexure).
5. Deductions applicable: PF / Professional Tax / Income Tax / Transport (As applicable).
6. eClerx offers subsidized transport to employees. Should you wish to avail the same, an amount of **INR 700** will be deductible from your net monthly salary every month.
7. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
8. You will be on probation for a period of three months from the date of joining. Upon successfully completing the probationary period, your employment is terminable with **60 days**' notice, with notice being provided by either you or the company.
9. During the probation period, you may need to undergo specific / designated trainings as a part of your employment.
10. Successful completion of these training and probation period is critical for confirmation of your employment.
11. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.

12. You are hereby informed that on the day of joining you will have to undergo drug tests pursuant of policies and procedures established by or as may be deemed fit, from time to time, by the Company / client(s) for whose processes you will be working for (i.e. if any). By signing this offer letter, you give irrevocable consent to the Company / its affiliates / officers and employees / Company's client(s), their affiliated companies, agents and officers etc., to conduct / arrange to conduct such test(s) and also release the aforesaid persons/entities of any claims, which you may have in this regard. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. Should the reports of such testing be positive, the organisation withholds the right to initiate suitable action, including termination of services, against you.
13. You may need to undergo specific / designated trainings as a part of your employment. Such trainings are aimed to present an opportunity to expand your knowledge base, enhance your domain and product know-how, and equip you for effective execution of all your job responsibilities. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training
14. The offer is made to you subject to the following pre-conditions without fulfilling which your offer may be treated as null and void:
    You will be required to submit, the following set of documents within five working days from the date of this letter being issued to you.
    a. Four passport size color photographs.
    b. One set of photocopies of all certificates and mark sheets along with the originals for verification.
    c. One photocopy of appointment letter and last three months' salary slips from the current employer along with originals for verification (Applicable if currently employed).
    d. One photocopy of appointment letter and experience certificate / relieving letter from all the previous employers along with originals for verification (Applicable if worked with more than one organization).
    e. One photocopy of Pan Card. If Pan Card not available, candidate must apply for it and bring the acknowledgement copy.
    f. One photocopy of passport / driving license etc. for photo ID.
    g. One photocopy of telephone bill / ration card, gas connection bill, etc. for proof of address.
    h. One photocopy of experience certificate / relieving letter from the current employer along with originals for verification (Applicable if currently employed) within three working days from the date of joining.
15. In the initial recruitment process you were advised that this position is considered 'critical' and, therefore, your appointment is contingent upon successful completion of a background check, documents submitted by you are sent for necessary verification and authentication to the background verification agency.

You will be required to report on the said date or you are required to inform the HR at least 15 days before the agreed joining date, failing this, the offer shall stand withdrawn automatically, without any further intimation to you.

On the day of your joining, you are requested to meet with Neha Gupta &Rahul Singh from Human Resources team for all joining formalities at our Airoli office at 9:00 a.m. (Address: Building No.11, 6th Floor, K Raheja Mindspace, Plot #3, Thane Belapur Road, Airoli, Navi Mumai-400708), (email: Neha.Gupta38.C@eclerx.com; contact number: 09765012989) &(email: Rahul.Singh08.c@eclerx.com; contact number: 8591550332)

Terms of your employment are governed by eClerx and eClerx reserves the right to make changes to your work location, shift and business vertical based on requirements of the organisation.

Kindly sign a copy of this letter as a token of your acceptance of this offer.

We welcome you to the eClerx family and wish you a successful career with us.

Yours Truly,

For eClerx Services Ltd Accepted By

Andrews Simon
Associate Principal – Human Resources **Pranjal Naphade**

Annexure I

Name: Pranjal Naphade
Designation: Process Manager
Date of Joining: July 15, 2021

SALARY OFFER BREAK-UP	Amount (INR)	Annual Amount(INR)
Basic Pay	30,500	366,000
House Rent Allowance	15,250	183,000
Leave Travel Allowance	2,542	30,504
Other Allowance	10,908	130,896
Monthly Fixed Compensation	**59,200**	**710,400**
Retiral Fund	1,800	21,600
Monthly Total Compensation	**61,000**	**732,000**
Annual Total Compensation		**732,000**
Performance Bonus (Upto)	12,200	146,400
Cost To Company		**878,400**
Gratuity		17,605
Total Cost To Company		**896,005**

Since you are enrolled under the Employees' Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as Employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation

Other Benefits:

1. Tax benefit on LTA can be availed by submitting the flight or train tickets, depending on the mode of travel during your leave period which should exceed three days in a stretch. To avail 100% tax benefit on LTA, one can claim LTA twice in window period of four years
2. You will be entitled to earned leaves equivalent to 24 working days per year. From the total leave balance, a maximum of 12 leaves will be carry forward to next financial year and any further leave balance, after the carry forward, will lapse. The leave policy shall be guided leave policy of the company.
3. All increments and bonus payouts will be prorated basis the date of joining or standard salary changes as per company policy which are contingent on your performance and subject to you being on active payroll of the

company, on the date of actual payout. Any Employee serving notice period will not be eligible to receive the increments &bonus pay-outs.

4. You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act 1972 and the amendments made thereafter.
5. A comprehensive Hospitalization Benefit will be available for you and your family, including pre-existing disease cover. The limit of coverage is INR 2, 00,000.
6. If you are required to work in the night shift, you will also be entitled to receive a night shift allowance calculated basis the number of nights worked during the month, subject to the terms and conditions laid out in the Company's policy.
7. Language Allowance, if any, will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency.
8. In the event of your voluntary separation from the company within a period of 12 months from your date of relocation / transfer to any of the Company's offices in India (if any), you shall be liable to pay to the Company, all the expense incurred towards movement of household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer.

For any further queries, request you to get in touch with your recruiter or drop an email to below mentioned POC's:

Mumbai and Pune Location - candidateexperience_eclerx@eclerx.com or contact, Hema Nair (7709052664).

Chandigarh Location - Recruitment_Managers@eclerx.com or contact, Surya Singh (9780009693)

I have read and understood all the above mentioned points and accept the offer.

Offered By: Andrews Simon
Designation: Associate Principal – Human Resources

Accepted by: _____ Date:_____

Date: 28-June-2021

Congratulations**, Kritika!** We are happy to offer you a **Business Internship** at SmartServ for a period of **6 months** effective **1st July, 2021**. We are super-excited to have you join in our journey.

You've been hand-picked for your perfectly qualifying genius, and we heartily welcome you to the journey of your lifetime. We want you for a reason. All your crazy interviewers were impressed by your determination and hunger to learn. We strongly cherish these values at SmartServ, and hope that you would prove to be an asset to our growing team.

Your stipend will be **Rs.30,000** per month, payable on a monthly basis while you are working remotely. Once we resume the regular in-office working conditions and you relocate to Pune, your stipend will be increased to **Rs. 35,000** per month for the rest of your internship period.

As a regular employee of the Company, you will also be eligible for the below Company sponsored benefits during your Internship.

1. **Food benefits**: Daily catered meals and loaded pantry facility while working in regular office conditions
2. **Family Health Insurance**: With joint cover limit available to you & your family (Parents, Spouse and Children) of INR 3,00,000. The annual premium will be borne by us.
3. **Reimbursement benefits**: Regular reimbursements on Internet and Work-from-Home office setup, while working remote
4. **Relocation Reimbursement**: This is a one-time benefit and applicable for out-stationed employees who are requested to relocate to Pune. Relocation expenses incurred for self-travel, initial week's stay, transporting household and personal goods can be reimbursed by the company. Should be capped at INR 50,000.

The project details and technical platforms will be shared with you on commencement of internship. Since our customers are based in North America, you are signing to be flexible with your work hours depending on customer and business requirements.

This is a full-time internship position and hence while you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full time or part-time) that would create a conflict of interest with the Company. Driven by a carpe diem attitude and a thirst for ingenious innovation, we like to whoosh through our days with a passion for data & technology and serving our customers with nothing short of excellence. Our proactive teams and algorithms function as a single recipe spelling success – each person indispensable, each algorithm significant.

Internship Relationship: Internship with the Company is for a specific period of time. Your internship with the Company will be "at will," meaning that either you or the Company may terminate your internship at any time and for any reason, with or without cause, as stated below. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, stipend, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your internship may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

Proprietary Information and Inventions Agreement: Like all Company employees, you will be required, as a condition of your internship with the Company, to sign the Company's standard NDA, Proprietary Information and Inventions Agreement.

Employment Relationship and Termination: This letter shall not be construed as an agreement, either expressed or implied, to employ you for any stated term, and shall in no way alter the Company's policy of internship at will, under which the Company remain free to relieve you of your service by issuing a one month's

notice under normal professional circumstances, post you are confirmed as a permanent employee. In case of unprofessional behavior exhibited by you, the Company reserves the right to terminate your services with a days' notice without any termination allowance/compensation for any misconduct or misbehavior that includes, but is not limited to;

- Lack of discipline and regular tardiness
- Lack of professionalism or not maintaining decorum at the office
- Disparaging the company or leadership to any internal or external members
- Invoking or inciting team members against the company or leadership
- Groupism and Politics against the company

If you wish to discontinue working at the "Company" you will need to give the "Company" **30 days** of notice during your internship and post you are confirmed as a permanent employee you will need to give the "Company" **60 days** of notice. At the completion of service or termination, you will need to return the company's devices and equipment immediately.

Nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your internship with the Company.

Company Asset: You acknowledge that while you're working for Company, you will take proper care of all company equipment that you're entrusted with. You further understand that upon termination, you will return all property of Company and that the property will be returned in proper working order. You understand you may be held financially responsible for damaged property. This agreement includes, but is not limited to, the following: (laptops, cell phones, blackberries, software, other equipment, codebase copyright). You understand that failure to return equipment or intentional harm to company's assets or customer data manipulation by you, may lead to criminal prosecution by the Company.

Privacy: You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with the privacy legislation.

Interpretation, Amendment and Enforcement: This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before **29th June 2021.**

Sincerely,

06/29/2021

SmartServ Inc | IntelliServ Technologies Private Limited

I hereby declare that the information provided by me is correct to the best of my knowledge. I understand that I am liable for action as deemed fit by the Company during my internship with the Company for any misrepresentation of facts. I have read the above terms and conditions of internship and would hereby confirm strict adherence to the same.

Signature:

Kritika Jalan

Kritika Jalan – The Intern

06/29/2021

Date:

06/29/2021

Place:

EXHIBIT A

Employee Invention and Non-Disclosure Agreement

This Employee Invention and Non-Disclosure Agreement (this "Agreement") is made by and between SmartServ, (hereinafter referred to collectively with its subsidiaries as the "Company"), and Kritika Jalan (the "Intern").

In consideration of the internship or the continued internship of the Intern by the Company, the Company and the Intern agree as follows:

1. Condition of Employment:

The Intern acknowledges that his internship and/or the continuance of that internship with the Company is contingent upon his agreement to sign and adhere to the provisions of this Agreement. The Intern further acknowledges that the nature of the Company's business is such that protection of its proprietary and confidential information is critical to the survival and success of the Company's business.

2. Proprietary and Confidential Information:

(a) The Intern agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company's business or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include discoveries, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. The Intern will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of his duties as an intern of the Company) without written approval by an officer of the Company, either during or after his/her internship with the Company, unless and until such Proprietary Information has become public knowledge without fault by the Intern. While employed by the

Company, the Intern will use the Intern's best efforts to prevent unauthorized publication or disclosure of any of the Company's Proprietary Information.

The Intern agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by the Intern or others, which shall come into his custody or possession, shall be and are the exclusive property of the Company to be used by the Employees only in the performance of his/her duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Intern shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of his/her internship. After such delivery, the Intern shall not retain any such materials or copies thereof or any such tangible property.

(b) The Intern agrees that his obligation not to disclose or to use information and materials of the types set forth in paragraphs 2(a) and 2(b) above, and his obligation to return materials and tangible property, set forth in paragraph 2(b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee in the course of the Company's business.

3. Developments:

(a) The Intern will make full and prompt disclosure to the Company of all discoveries, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him or under his direction or jointly with others during his internship by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").

(b) The Intern agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 3(b) shall not apply to Developments which do not relate to the business or research and development conducted or planned to be conducted by the Company at the time such Development is created, made, conceived or reduced to practice and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Founder understands that the provisions of this Agreement requiring assignment of Developments to the Company do not apply to any invention which qualifies fully under the provisions of Indian Labour Law (attached hereto as Exhibit A). The intern understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an intern, this paragraph 3(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Intern also hereby waives all claims to moral rights in any Developments.

The Intern agrees to cooperate fully with the Company, both during and after his internship with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in India and foreign countries) relating to Developments. The Intern shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Intern further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Intern on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designated and appointed each executive officer of

the Company as his agent and attorney-in-fact to execute any such papers on his behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

a) Return and Non-possession of Company Property

In case of termination or resignation, within 24 hours you confirm that you will return to the Company all keys, files, records (and copies thereof), username, logins, data, equipment (including, but not limited to, computer hardware, software, wireless handheld devices, cellular phones, pagers, etc.), Company identification, and any other Company-owned property in your possession or control and have left intact all electronic Company documents, including but not limited to those that you developed or helped to develop during your internship. You further confirm that you have cancelled all accounts for your benefit, if any, in the Company's name, including but not limited to, software account logins, credit cards, telephone charge cards, cellular phone and/or pager accounts, and computer accounts. You agree that before leaving the premises of the office, you will delete all information regarding SmartServ Inc. | IntelliServ Technologies Private Limited any data including but not limited to code base, current customer names, prospects names, presentations, any software logins from your internship days that SmartServ Inc. | IntelliServ Technologies Private Limited.

b) No Contact and Non-Disparagement

In case of termination or resignation, you understand and agree that, you shall not make any false, disparaging or derogatory statements to any person or entity, including any media outlet, online platforms, regarding the Company or any of its directors, officers, employees, agents or representatives or about the Company's business affairs or financial condition. You also acknowledge and reaffirm not to initiate any contact (written/verbal/in-person) with any stakeholders of IntelliServ Technologies Private Limited that includes employees, competitor companies, current customers, potential customers, investors, potential investors and any such stakeholders for the next 12 months. If any of the above stakeholders' initiates contact with you, you will immediately inform *hr@smartserv.io*, and copy your previous manager within twenty-four hours of such communication.

5. Indian Government Obligations:

The Employee acknowledges that the Company from time to time may have agreements with other persons or with the Indian Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations and restrictions which are made known to the Employee and to take all action necessary to discharge the obligations of the Company under such agreements.

6. Miscellaneous:

(a) Equitable Remedies: The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of this Agreement and the Employee hereby waives the adequacy of a remedy at law as a defense to such relief.

(b) Disclosure of this Agreement: The Employee hereby authorizes the Company to notify others, including but not limited to customers of the Company and any of the Employee's future employers or prospective business associates, of the terms and existence of this Agreement and the Employee's continuing obligations to the Company hereunder.

(c) Not Employment Contract: The Employee acknowledges that this Agreement does not constitute a contract of internship, does not imply that the Company will continue his internship for any period of time and does not change the at-will nature of his internship.

(d) Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Employee are personal and shall not be assigned by him or her. The Employee expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Employee may be transferred without the necessity that this Agreement be resigned at the time of such transfer.

(e) Severability: In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) Waivers: No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(g) Governing Law: This Agreement shall be governed by and construed in accordance with the Indian laws (without reference to the conflicts of law's provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in the Indian Court of Law, and the Company and the Employee each consent to the jurisdiction of such a court.

(h) Entire Agreement; Amendment: This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(i) Captions: The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

THE INTERN ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

Signatures:

_____

SmartServ Inc | IntelliServ Technologies Private Limited

06/29/2021

_____

Date

_____

Kritika Jalan – The Intern

06/29/2021

_____

Date:

EXHIBIT B

Non-Competition and Non-Solicitation Agreement

This Non-Competition and Non-Solicitation Agreement (this "Agreement") is between Kritika Jalan (the "Intern") and SmartServ (the "Company").
For good consideration and in consideration of the internship or continued internship of the Intern by the Company, the Intern and the Company agree as follows:

Non-Competition and Non-Solicitation: While the Intern is employed by the Company and for a period of one (1) year after the termination or cessation of such internship for any reason, the Intern will not directly or indirectly:
(i) Intern in the geographical areas that the Company does business or has done business at the time of the Intern's termination, engage or assist others in engaging in any business or enterprise (whether as an owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company) that is competitive with the Company's business, including but not limited to any business or enterprise that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided, by the Company while the Intern was employed by the Company; or
(ii) Either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the actual or prospective clients, customers, accounts or business partners of the Company which were contacted, solicited, or served by the Company during the Intern's internship with the Company; or

(iii) Either alone or in association with others (i) solicit, induce or attempt to induce, any employee or independent contractor of the Company to terminate his or her internship or other engagement with the Company, or (ii) hire or recruit, or attempt to hire or recruit, or engage or attempt to engage as an independent contractor, any person who was employed or otherwise engaged by the Company at any time during the term of the Intern's internship with the Company; provided, that this clause (ii) shall not apply to the recruitment or hiring or other engagement of any individual whose internship or other engagement with the Company has been terminated for a period of six months or longer.

Extension: If the Intern violates the provisions of any of the preceding paragraphs of this Section 1, the Intern shall continue to be bound by the restrictions set forth in such paragraph until a period of one (1) year has expired without any violation of such provisions.

Notice of New Business Activity: The Intern agrees that during the non-competition and non-solicitation period, the Intern will give notice to the Company of each new business activity the Intern plans to undertake, at least (10) business days prior to beginning any such activity. The notice shall state the name and address of the individual, corporation, association or other entity or organization ("Entity") for whom such activity is undertaken and the name of the Intern's business relationship or position with the entity. The Intern further agrees to provide the Company with other pertinent information concerning such business activity as the Company may reasonably request in order to determine the Intern's continued compliance with his obligations under this Agreement

Miscellaneous:

Equitable Remedies: The Intern acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Intern to be reasonable for such purpose. The Intern agrees that any breach or threatened breach of this Agreement is

likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Intern agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of the provisions of this Agreement and the Intern hereby waives the adequacy of a remedy at law as a defense to such relief.

Obligations to Third Parties: The Intern represents that, except as the Intern has disclosed in writing to the Company, the Intern is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or any other party, or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. The Intern further represents that his performance of all the terms of this Agreement and the performance of his duties as an Intern of the Company does not and will not conflict with or breach any agreement with any prior employer or other party (including, without limitation, any non-competition agreement).

Disclosure of this Agreement: For a period of one year after the termination or cessation of the Intern's internship for any reason, the Intern agrees to notify any potential, prospective employer or prospective business associate, of the terms and existence of this Agreement and the Intern's continuing obligations to the Company hereunder.

Not Employment Contract: The Intern acknowledges that this Agreement does not constitute a contract of internship, does not imply that the Company will continue his internship for any period of time and does not change the at-will nature of his internship.

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Intern are personal and shall not be assigned by him or her. The Intern expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Intern may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

Interpretation: If any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

Severability: In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Waivers: No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

Governing Law: This Agreement shall be governed by and construed in accordance with the Indian laws (without reference to the conflicts of law's provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in an Indian court of law, and the Company and the Intern each consent to the jurisdiction of such a court. The Company and the Intern each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

Entire Agreement; Amendment: This Agreement supersedes all prior agreements, written or oral, between the Intern and the Company relating to the subject matter of this Agreement. This Agreement may not be

modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Intern and the

Company. The Intern agrees that any change or changes in his duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

Captions: The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Non-Solicitation Agreement as of the date and year first above written.

Signatures:

SmartServ Inc | IntelliServ Technologies Private Limited

06/29/2021

Date

Kritika Jalan – The Intern

06/29/2021

Date:

Full-Time Offer

Please review this summary of terms and conditions for your potential fulltime employment with us. This is an indicative offer and will become effective only after a confirmation letter is issued by *"The Company"*.

Position: Once you are fixed in a department and role depending upon company's requirements, your performance, skills, strengths and interests - your title will be revised accordingly during the Full-time conversion. This is a full-time position and hence while you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. This doesn't limit you working on any non- conflicting ideas over the weekends on your time. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with or carrying out your responsibilities for the Company, or which is in any way inconsistent with the terms of this letter.

Compensation:

a) For the initial **ONE year** of your employment, the Company has offered to pay you Total CTC of **INR 11,17,500**. *Please refer to Annexure-A for the detailed salary structure.*
b) **Employee Benefits:** As a regular employee of the Company, you will be eligible for all the Company-sponsored benefits.

Definitions:

- **Fixed Compensation:** This component is your base salary which will be disbursed to you on monthly basis.
- **Performance Variable:** This salary component is based on successful meeting of agreed performance targets for the agreed timelines
- **Retention Bonus:** This Salary component is paid out basis the successful completion of agreed duration by the employee with the Company.
- **Stock Options:** Subject to the approval of the Board of Directors of the Company, the Company will be granting to you an incentive stock option for the purchase of an aggregate of shares of common stock amounting to the Value mentioned in the Annexure-A for each year (USD-INR exchange rate of 75), based on the company's option pool. All the Option grants shall be subject to all the terms, vesting schedules and other provisions set forth in the Plan and in a separate option agreement.

**All the bonus pay outs is subject to the employee's active employment status with the Company during the payout date.*

Employment Relationship and Termination: This letter shall not be construed as an agreement, either expressed or implied, to employ you for any stated term, and shall in no way alter the Company's policy of employment at will.

The Company remains free to relieve you of your service by issuing a **30 Days** of notice under normal professional circumstances. In case of professional misconduct or misbehaviour or unprofessional behaviour exhibited by you, including disparaging the company or management to anyone, among others, the Company reserves the right to terminate your services with **immediate basis** without any termination allowance/compensation. If you wish to discontinue working at the "Company" you will need to give the "Company" **TWO months** (60 Days) of notice. You also agree that during your association with the company or conclusion of your association with the company you agree to be transparent and will bring any issues about the company/management directly to your manager and not disparage the company or leadership to any internal or external members. At the completion of service or termination, you will need to return the company's devices and equipment immediately.

Nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with the Company.

Signatures:

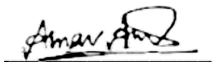

SmartServ Inc | IntelliServ Technologies Private Limited

06/29/2021

Date

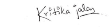

Kritika Jalan – The Intern

06/29/2021

Date:

ANNEXURE – A

	PARTICULARS	DETAILS	MONTHLY SALARY (RS.)	GROSS CTC (RS.)
	Basic	Monthly fixed salary excluding allowances, perks and benefits	19,280	2,31,360
	HRA	This would be towards HRA. Tax exemption can be availed on this component as per rules of HRA in the Income tax act.	14,460	1,73,520
	Conveyance Allowance	Conveyance amount which is non-taxable.	4,820	57,840
	Adhoc Allowance	granted to meet the expenditure incurred on the unexpected expenses	5,302	63,624
	Uniform Allowance	granted to meet the expenditure incurred on the purchase or maintenance of uniform	1,928	23,136
	Newspaper Allowance	granted to meet the expenditure incurred on the purchase of newspaper and learning material	1,928	23,136
	Employer PF	Employer contribution towards Provident Fund	1,800	21,600
	Gross salary (A)*		**50,000**	**6,00,000**
COMPONENT OF EMPLOYERS CONTRIBUTION				
	Performance Variable	Based upon the individual performance, you will be eligible for this bonus. Paid out in ONE instalment, 6 months from fulltime conversion.		50,000
	Retention Bonus	Based upon successful completion 12 months(from date of fulltime conversion) with the Company, you will be eligible for this bonus.		1,00,000
	Stock Options	Incentive stock option for the purchase of an aggregate of shares of common stock, based on the company's option pool		3,00,000
	Employee Benefits	Daily catered meals and loaded pantry facility while working in regular office conditions. Regular reimbursements while working remote		50,000
	Medical & Accidental Insurance	The joint cover limit available to you & your family (Parents, Spouse and Children) is Rs. 3,00,000. The annual premium will be borne by us.		17,500
	Annual CTC (B)			**11,17,500**

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Smartserv_Business Internship + Fulltime Offer_2021_Nitiksha Kandpal

Nitiksha Kandpal <nitiksha.kandpal@gmail.com> Mon, Aug 16, 2021 at 3:01 PM
To: "rajkishore@ibsindia.org" <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **GOWRI SHANKAR** <gowrishankar@smartserv.io>
Date: Tue, 29 Jun 2021 at 4:49 PM
Subject: Smartserv_Business Internship + Fulltime Offer_2021_Nitiksha Kandpal
To: <NITIKSHA.KANDPAL@gmail.com>
Cc: SmartServ Hiring <hiring@smartserv.io>

Hi **Nitiksha**! Congratulations!!!

We are excited to offer you a **Business Internship** and a **Fulltime offer** at Smartserv and we can't wait to see you onboard on **1st-July-2021!**

The complete team is impressed by your clarity of thought, ownership mindset, and willingness to work in a challenging environment. These are values that we cherish here at Smartserv and know that you will be a great addition to the growing Smartserv family.
You will kickstart your tenure here with inductions and training. Each problem you'd pick up to solve would have you as its owner. At SmartServ, excuses are frowned upon, and great work is saluted and celebrated. The whole floor here applauds even the smallest achievements.

You will be receiving your Offer letter through ***SignNow*** shortly. Please review and counter-sign the same in the next 24 hours to move forward with the next steps.

Feel free to reach out to write back to us for any questions or assistance.

Regards,
Gowri Shankar
Human Resources
SMARTSERV

Capterra BEST VALUE 2020 | Capterra BEST EASE OF USE 2020 | Software Advice FRONT RUNNERS 2020 | Capterra TOP 20 2020

Date: 28-June-2021

Congratulations**, Surbhi!** We are happy to offer you a **Business Internship** at SmartServ for a period of **6 months** effective **29th June, 2021**. We are super-excited to have you join in our journey.

You've been hand-picked for your perfectly qualifying genius, and we heartily welcome you to the journey of your lifetime. We want you for a reason. All your crazy interviewers were impressed by your determination and hunger to learn. We strongly cherish these values at SmartServ, and hope that you would prove to be an asset to our growing team.

Your stipend will be **Rs.30,000** per month, payable on a monthly basis while you are working remotely. Once we resume the regular in-office working conditions and you relocate to Pune, your stipend will be increased to **Rs. 35,000** per month for the rest of your internship period.

As a regular employee of the Company, you will also be eligible for the below Company sponsored benefits during your Internship.

1. **Food benefits**: Daily catered meals and loaded pantry facility while working in regular office conditions
2. **Family Health Insurance**: With joint cover limit available to you & your family (Parents, Spouse and Children) of INR 3,00,000. The annual premium will be borne by us.
3. **Reimbursement benefits**: Regular reimbursements on Internet and Work-from-Home office setup, while working remote
4. **Relocation Reimbursement**: This is a one-time benefit and applicable for out-stationed employees who are requested to relocate to Pune. Relocation expenses incurred for self-travel, initial week's stay, transporting household and personal goods can be reimbursed by the company. Should be capped at INR 50,000.

The project details and technical platforms will be shared with you on commencement of internship. Since our customers are based in North America, you are signing to be flexible with your work hours depending on customer and business requirements.

This is a full-time internship position and hence while you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full time or part-time) that would create a conflict of interest with the Company. Driven by a carpe diem attitude and a thirst for ingenious innovation, we like to whoosh through our days with a passion for data & technology and serving our customers with nothing short of excellence. Our proactive teams and algorithms function as a single recipe spelling success – each person indispensable, each algorithm significant.

Internship Relationship: Internship with the Company is for a specific period of time. Your internship with the Company will be "at will," meaning that either you or the Company may terminate your internship at any time and for any reason, with or without cause, as stated below. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, stipend, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your internship may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

Proprietary Information and Inventions Agreement: Like all Company employees, you will be required, as a condition of your internship with the Company, to sign the Company's standard NDA, Proprietary Information and Inventions Agreement.

Employment Relationship and Termination: This letter shall not be construed as an agreement, either expressed or implied, to employ you for any stated term, and shall in no way alter the Company's policy of internship at will, under which the Company remain free to relieve you of your service by issuing a one month's

notice under normal professional circumstances, post you are confirmed as a permanent employee. In case of unprofessional behavior exhibited by you, the Company reserves the right to terminate your services with a days' notice without any termination allowance/compensation for any misconduct or misbehavior that includes, but is not limited to;

- Lack of discipline and regular tardiness
- Lack of professionalism or not maintaining decorum at the office
- Disparaging the company or leadership to any internal or external members
- Invoking or inciting team members against the company or leadership
- Groupism and Politics against the company

If you wish to discontinue working at the "Company" you will need to give the "Company" **30 days** of notice during your internship and post you are confirmed as a permanent employee you will need to give the "Company" **60 days** of notice. At the completion of service or termination, you will need to return the company's devices and equipment immediately.

Nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your internship with the Company.

Company Asset: You acknowledge that while you're working for Company, you will take proper care of all company equipment that you're entrusted with. You further understand that upon termination, you will return all property of Company and that the property will be returned in proper working order. You understand you may be held financially responsible for damaged property. This agreement includes, but is not limited to, the following: (laptops, cell phones, blackberries, software, other equipment, codebase copyright). You understand that failure to return equipment or intentional harm to company's assets or customer data manipulation by you, may lead to criminal prosecution by the Company.

Privacy: You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with the privacy legislation.

Interpretation, Amendment and Enforcement: This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before **29th June 2021.**

Sincerely,

06/29/2021

SmartServ Inc | IntelliServ Technologies Private Limited

I hereby declare that the information provided by me is correct to the best of my knowledge. I understand that I am liable for action as deemed fit by the Company during my internship with the Company for any misrepresentation of facts. I have read the above terms and conditions of internship and would hereby confirm strict adherence to the same.

Signature:

Surbhi Jain – The Intern

06/29/2021

Date:

Firozabad, UP

Place:

EXHIBIT A

Employee Invention and Non-Disclosure Agreement

This Employee Invention and Non-Disclosure Agreement (this "Agreement") is made by and between SmartServ, (hereinafter referred to collectively with its subsidiaries as the "Company"), and Surbhi Jain (the "Intern").

In consideration of the internship or the continued internship of the Intern by the Company, the Company and the Intern agree as follows:

1. Condition of Employment:

The Intern acknowledges that his internship and/or the continuance of that internship with the Company is contingent upon his agreement to sign and adhere to the provisions of this Agreement. The Intern further acknowledges that the nature of the Company's business is such that protection of its proprietary and confidential information is critical to the survival and success of the Company's business.

2. Proprietary and Confidential Information:

(a) The Intern agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company's business or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include discoveries, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. The Intern will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of his duties as an intern of the Company) without written approval by an officer of the Company, either during or after his/her internship with the Company, unless and until such Proprietary Information has become public knowledge without fault by the Intern. While employed by the

Company, the Intern will use the Intern's best efforts to prevent unauthorized publication or disclosure of any of the Company's Proprietary Information.

The Intern agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by the Intern or others, which shall come into his custody or possession, shall be and are the exclusive property of the Company to be used by the Employees only in the performance of his/her duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Intern shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of his/her internship. After such delivery, the Intern shall not retain any such materials or copies thereof or any such tangible property.

(b) The Intern agrees that his obligation not to disclose or to use information and materials of the types set forth in paragraphs 2(a) and 2(b) above, and his obligation to return materials and tangible property, set forth in paragraph 2(b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee in the course of the Company's business.

3. Developments:

(a) The Intern will make full and prompt disclosure to the Company of all discoveries, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him or under his direction or jointly with others during his internship by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").

(b) The Intern agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 3(b) shall not apply to Developments which do not relate to the business or research and development conducted or planned to be conducted by the Company at the time such Development is created, made, conceived or reduced to practice and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Founder understands that the provisions of this Agreement requiring assignment of Developments to the Company do not apply to any invention which qualifies fully under the provisions of Indian Labour Law (attached hereto as Exhibit A). The intern understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an intern, this paragraph 3(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Intern also hereby waives all claims to moral rights in any Developments.

The Intern agrees to cooperate fully with the Company, both during and after his internship with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in India and foreign countries) relating to Developments. The Intern shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Intern further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Intern on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designated and appointed each executive officer of

the Company as his agent and attorney-in-fact to execute any such papers on his behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

a) Return and Non-possession of Company Property

In case of termination or resignation, within 24 hours you confirm that you will return to the Company all keys, files, records (and copies thereof), username, logins, data, equipment (including, but not limited to, computer hardware, software, wireless handheld devices, cellular phones, pagers, etc.), Company identification, and any other Company-owned property in your possession or control and have left intact all electronic Company documents, including but not limited to those that you developed or helped to develop during your internship. You further confirm that you have cancelled all accounts for your benefit, if any, in the Company's name, including but not limited to, software account logins, credit cards, telephone charge cards, cellular phone and/or pager accounts, and computer accounts. You agree that before leaving the premises of the office, you will delete all information regarding SmartServ Inc. | IntelliServ Technologies Private Limited any data including but not limited to code base, current customer names, prospects names, presentations, any software logins from your internship days that SmartServ Inc. | IntelliServ Technologies Private Limited.

b) No Contact and Non-Disparagement

In case of termination or resignation, you understand and agree that, you shall not make any false, disparaging or derogatory statements to any person or entity, including any media outlet, online platforms, regarding the Company or any of its directors, officers, employees, agents or representatives or about the Company's business affairs or financial condition. You also acknowledge and reaffirm not to initiate any contact (written/verbal/in-person) with any stakeholders of IntelliServ Technologies Private Limited that includes employees, competitor companies, current customers, potential customers, investors, potential investors and any such stakeholders for the next 12 months. If any of the above stakeholders' initiates contact with you, you will immediately inform *hr@smartserv.io*, and copy your previous manager within twenty-four hours of such communication.

5. Indian Government Obligations:

The Employee acknowledges that the Company from time to time may have agreements with other persons or with the Indian Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations and restrictions which are made known to the Employee and to take all action necessary to discharge the obligations of the Company under such agreements.

6. Miscellaneous:

(a) Equitable Remedies: The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of this Agreement and the Employee hereby waives the adequacy of a remedy at law as a defense to such relief.

(b) Disclosure of this Agreement: The Employee hereby authorizes the Company to notify others, including but not limited to customers of the Company and any of the Employee's future employers or prospective business associates, of the terms and existence of this Agreement and the Employee's continuing obligations to the Company hereunder.

(c) Not Employment Contract: The Employee acknowledges that this Agreement does not constitute a contract of internship, does not imply that the Company will continue his internship for any period of time and does not change the at-will nature of his internship.

(d) Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Employee are personal and shall not be assigned by him or her. The Employee expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Employee may be transferred without the necessity that this Agreement be resigned at the time of such transfer.

(e) Severability: In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) Waivers: No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(g) Governing Law: This Agreement shall be governed by and construed in accordance with the Indian laws (without reference to the conflicts of law's provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in the Indian Court of Law, and the Company and the Employee each consent to the jurisdiction of such a court.

(h) Entire Agreement; Amendment: This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(i) Captions: The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

THE INTERN ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

Signatures:

_____

SmartServ Inc | IntelliServ Technologies Private Limited

06/29/2021

_____

Date

_____

Surbhi Jain – The Intern

06/29/2021

_____

Date:

EXHIBIT B

Non-Competition and Non-Solicitation Agreement

This Non-Competition and Non-Solicitation Agreement (this "Agreement") is between Surbhi Jain (the "Intern") and SmartServ (the "Company").
For good consideration and in consideration of the internship or continued internship of the Intern by the Company, the Intern and the Company agree as follows:

Non-Competition and Non-Solicitation: While the Intern is employed by the Company and for a period of one (1) year after the termination or cessation of such internship for any reason, the Intern will not directly or indirectly:
(i) Intern in the geographical areas that the Company does business or has done business at the time of the Intern's termination, engage or assist others in engaging in any business or enterprise (whether as an owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company) that is competitive with the Company's business, including but not limited to any business or enterprise that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided, by the Company while the Intern was employed by the Company; or
(ii) Either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the actual or prospective clients, customers, accounts or business partners of the Company which were contacted, solicited, or served by the Company during the Intern's internship with the Company; or

(iii) Either alone or in association with others (i) solicit, induce or attempt to induce, any employee or independent contractor of the Company to terminate his or her internship or other engagement with the Company, or (ii) hire or recruit, or attempt to hire or recruit, or engage or attempt to engage as an independent contractor, any person who was employed or otherwise engaged by the Company at any time during the term of the Intern's internship with the Company; provided, that this clause (ii) shall not apply to the recruitment or hiring or other engagement of any individual whose internship or other engagement with the Company has been terminated for a period of six months or longer.

Extension: If the Intern violates the provisions of any of the preceding paragraphs of this Section 1, the Intern shall continue to be bound by the restrictions set forth in such paragraph until a period of one (1) year has expired without any violation of such provisions.

Notice of New Business Activity: The Intern agrees that during the non-competition and non-solicitation period, the Intern will give notice to the Company of each new business activity the Intern plans to undertake, at least (10) business days prior to beginning any such activity. The notice shall state the name and address of the individual, corporation, association or other entity or organization ("Entity") for whom such activity is undertaken and the name of the Intern's business relationship or position with the entity. The Intern further agrees to provide the Company with other pertinent information concerning such business activity as the Company may reasonably request in order to determine the Intern's continued compliance with his obligations under this Agreement

Miscellaneous:

Equitable Remedies: The Intern acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Intern to be reasonable for such purpose. The Intern agrees that any breach or threatened breach of this Agreement is

likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Intern agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of the provisions of this Agreement and the Intern hereby waives the adequacy of a remedy at law as a defense to such relief.

Obligations to Third Parties: The Intern represents that, except as the Intern has disclosed in writing to the Company, the Intern is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or any other party, or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. The Intern further represents that his performance of all the terms of this Agreement and the performance of his duties as an Intern of the Company does not and will not conflict with or breach any agreement with any prior employer or other party (including, without limitation, any non-competition agreement).

Disclosure of this Agreement: For a period of one year after the termination or cessation of the Intern's internship for any reason, the Intern agrees to notify any potential, prospective employer or prospective business associate, of the terms and existence of this Agreement and the Intern's continuing obligations to the Company hereunder.

Not Employment Contract: The Intern acknowledges that this Agreement does not constitute a contract of internship, does not imply that the Company will continue his internship for any period of time and does not change the at-will nature of his internship.

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Intern are personal and shall not be assigned by him or her. The Intern expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Intern may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

Interpretation: If any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

Severability: In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Waivers: No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

Governing Law: This Agreement shall be governed by and construed in accordance with the Indian laws (without reference to the conflicts of law's provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in an Indian court of law, and the Company and the Intern each consent to the jurisdiction of such a court. The Company and the Intern each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

Entire Agreement; Amendment: This Agreement supersedes all prior agreements, written or oral, between the Intern and the Company relating to the subject matter of this Agreement. This Agreement may not be

modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Intern and the

Company. The Intern agrees that any change or changes in his duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

Captions: The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Non-Solicitation Agreement as of the date and year first above written.

Signatures:

SmartServ Inc | IntelliServ Technologies Private Limited

06/29/2021

Date

Surbhi Jain – The Intern

06/29/2021

Date:

Full-Time Offer

Please review this summary of terms and conditions for your potential fulltime employment with us. This is an indicative offer and will become effective only after a confirmation letter is issued by *"The Company"*.

Position: Once you are fixed in a department and role depending upon company's requirements, your performance, skills, strengths and interests - your title will be revised accordingly during the Full-time conversion. This is a full-time position and hence while you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. This doesn't limit you working on any non- conflicting ideas over the weekends on your time. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with or carrying out your responsibilities for the Company, or which is in any way inconsistent with the terms of this letter.

Compensation:

a) For the initial **ONE year** of your employment, the Company has offered to pay you Total CTC of **INR 11,17,500**. *Please refer to Annexure-A for the detailed salary structure.*
b) **Employee Benefits:** As a regular employee of the Company, you will be eligible for all the Company-sponsored benefits.

Definitions:

- **Fixed Compensation:** This component is your base salary which will be disbursed to you on monthly basis.
- **Performance Variable:** This salary component is based on successful meeting of agreed performance targets for the agreed timelines
- **Retention Bonus:** This Salary component is paid out basis the successful completion of agreed duration by the employee with the Company.
- **Stock Options:** Subject to the approval of the Board of Directors of the Company, the Company will be granting to you an incentive stock option for the purchase of an aggregate of shares of common stock amounting to the Value mentioned in the Annexure-A for each year (USD-INR exchange rate of 75), based on the company's option pool. All the Option grants shall be subject to all the terms, vesting schedules and other provisions set forth in the Plan and in a separate option agreement.

**All the bonus pay outs is subject to the employee's active employment status with the Company during the payout date.*

Employment Relationship and Termination: This letter shall not be construed as an agreement, either expressed or implied, to employ you for any stated term, and shall in no way alter the Company's policy of employment at will.

The Company remains free to relieve you of your service by issuing a **30 Days** of notice under normal professional circumstances. In case of professional misconduct or misbehaviour or unprofessional behaviour exhibited by you, including disparaging the company or management to anyone, among others, the Company reserves the right to terminate your services with **immediate basis** without any termination allowance/compensation. If you wish to discontinue working at the "Company" you will need to give the "Company" **TWO months** (60 Days) of notice. You also agree that during your association with the company or conclusion of your association with the company you agree to be transparent and will bring any issues about the company/management directly to your manager and not disparage the company or leadership to any internal or external members. At the completion of service or termination, you will need to return the company's devices and equipment immediately.

Nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with the Company.

Signatures:

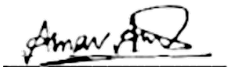

SmartServ Inc | IntelliServ Technologies Private Limited

06/29/2021

Date

Surbhi Jain – The Intern

06/29/2021

Date:

ANNEXURE – A

	PARTICULARS	DETAILS	MONTHLY SALARY (RS.)	GROSS CTC (RS.)
	Basic	Monthly fixed salary excluding allowances, perks and benefits	19,280	2,31,360
	HRA	This would be towards HRA. Tax exemption can be availed on this component as per rules of HRA in the Income tax act.	14,460	1,73,520
	Conveyance Allowance	Conveyance amount which is non-taxable.	4,820	57,840
	Adhoc Allowance	granted to meet the expenditure incurred on the unexpected expenses	5,302	63,624
	Uniform Allowance	granted to meet the expenditure incurred on the purchase or maintenance of uniform	1,928	23,136
	Newspaper Allowance	granted to meet the expenditure incurred on the purchase of newspaper and learning material	1,928	23,136
	Employer PF	Employer contribution towards Provident Fund	1,800	21,600
	Gross salary (A)*		**50,000**	**6,00,000**
COMPONENT OF EMPLOYERS CONTRIBUTION				
	Performance Variable	Based upon the individual performance, you will be eligible for this bonus. Paid out in ONE instalment, 6 months from fulltime conversion.		50,000
	Retention Bonus	Based upon successful completion 12 months(from date of fulltime conversion) with the Company, you will be eligible for this bonus.		1,00,000
	Stock Options	Incentive stock option for the purchase of an aggregate of shares of common stock, based on the company's option pool		3,00,000
	Employee Benefits	Daily catered meals and loaded pantry facility while working in regular office conditions. Regular reimbursements while working remote		50,000
	Medical & Accidental Insurance	The joint cover limit available to you & your family (Parents, Spouse and Children) is Rs. 3,00,000. The annual premium will be borne by us.		17,500
	Annual CTC (B)			**11,17,500**

OnDemand Agility Solutions
YOUR TRUSTED KNOWLEDGE PARTNER

Abhijeet Mandlik

14/06/2021

Mr. Abhijeet Mandlik

Subject: Change in Compensation

Dear Abhijeet,

Your revised total compensation will be I**NR 504000**/- (Rupees Five Lakhs Four Thousand Only) . The details of your revised compensation are mentioned below. This is effective from 7th June'2021. You will be governed by the relevant rules of the company and the company reserves the right to modify its policy from time to time.

Please treat all communication in terms of emoluments as confidential and under no circumstances these should be shared or discussed with colleagues, client etc.

Do counter sign a copy of this letter as an acknowledgement and acceptance of the listed terms and conditions by signing on all pages of this document.

Particulars	INR-Monthly	INR-Yearly
Basic	16,000	192,000
HRA	9,600	115,200
Spl. Allowance	13711	164532
Co. Cont to PF	1,920	23,040
Retiral Benefit	769	9,228
Total	**42,000**	**504,000**

For **On Demand Agility Software Pvt. Ltd.**

Acknowledge and Accept

Soumya Mohanty

Abhijeet Mandlik

Soumya Mohanty
Director-HR

Abhijeet Mandlik
Associate

Signature Certificate

Document Ref.: AFUJB-BJYMJ-X7ZRK-QDBO8

Document signed by:

Abhijeet Mandlik

Verified E-mail:
abhijeet.mandlik@ondemandagility.com

IP: 49.36.34.214 | Date: 14 Jun 2021 11:19:08 UTC

Abhijeet Mandlik

Document completed by all parties on:
14 Jun 2021 11:19:08 UTC

Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)
Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad - 500 016, Telangana, India | T: +91 40 4452 6000 | F: +91 40 4452 6001 | info@bfil.co.in | www.bfil.co.in
Corporate Identity Number: U65900MH2018PLC312539
Registered Office: One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT Financial Inclusion Ltd
Powered by Bharat

A 100% subsidiary of IndusInd Bank Limited

Date 19-07-2021

Mr. Venkatesh Reddy

OFFER AND APPOINTMENT LETTER

Dear Mr. Venkatesh Reddy,

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Teritory Manager** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **26-07-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

Signature of the employee..S. Vara Reddy
(Signifying acceptance)

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

Signature of the employee S. Uma Reddy
(Signifying acceptance)

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

Signature of the employee.....
(Signifying acceptance)

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati
A 100% subsidiary of IndusInd Bank Limited

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Venkatesh Reddy** having read and fully understood the terms and conditions stated in this letter and the Annexure(s), hereby accept in entirety the appointment on these terms and conditions and confirm that I shall commence work on **26-07-2021.**

Signature : S. Venkatesh Reddy

Date : 26/07/21.

Signature of the employee S. Venkatesh Reddy
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati
A 100% subsidiary of IndusInd Bank Limited

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee...S. Ch. Reddy....
(Signifying acceptance)

Private & Confidential Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Date: **19-07-2021**

Mr. Bhargavi Nandan Patra

OFFER AND APPOINTMENT LETTER

Dear Mr. Bhargavi Nandan Patra,

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Teritory Manager** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Bhargavi Nandan Patra

Signature of the employee.....
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **26-07-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

Bhargavi Nandan Patra
Signature of the employee.....
(Signifying acceptance)

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

Bhargavi Nandan Patra

Signature of the employee.....
(Signifying acceptance)

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

Bhargavi Nandan Patra
Signature of the employee.....
(Signifying acceptance)

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

Bhargavi Nandan Patra

Signature of the employee.....
(Signifying acceptance)

SK

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Bhargavi Nandan Patra** having read and fully understood the terms and conditions stated in this letter and the Annexure(s), hereby accept in entirety the appointment on these terms and conditions and confirm that I shall commence work on **26-07-2021.**

Signature : Bhargavi Nandan Patra

Date : 26/7/2021

Bhargavi Nandan Patra
Signature of the employee.....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Bhargavi Nandan Patra

Signature of the employee.....
(Signifying acceptance)

Private & Confidential
Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000 F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor 841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Date: **19-07-2021**

Mr. Nikesh Kumar

OFFER AND APPOINTMENT LETTER

Dear Mr. Nikesh Kumar,

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Teritory Manager** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....Nikesh Kumar
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **26-07-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

Signature of the employee.....Nikesh Kr.
(Signifying acceptance)

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

Signature of the employee..Nikesh Kr.....
(Signifying acceptance)

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

Signature of the employee.....Nikesh Kr.
(Signifying acceptance)

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

Signature of the employee.....Nikesh
(Signifying acceptance)

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Nikesh Kumar** having read and fully understood the terms and conditions stated in this letter and the Annexure(s), hereby accept in entirety the appointment on these terms and conditions and confirm that I shall commence work on **26-07-2021.**

Signature : Nikesh Kr.

Date : 26/07/21

Signature of the employee Nikesh Kr.
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....
(Signifying acceptance)

Private & Confidential
Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One World Centre, Tower 1, Floor 8
841, Senapati Bapat Marg, Elphinstone, Mumbai - 400 013, Maharashtra, India

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Date: **19-07-2021**

Mr. Ankesh Gupta

OFFER AND APPOINTMENT LETTER

Dear Mr. Ankesh Gupta,

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Teritory Manager** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Signature of the employee.....
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **26-07-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

Signature of the employee.....
(Signifying acceptance)

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

Signature of the employee.....
(Signifying acceptance)

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

Signature of the employee.....
(Signifying acceptance)

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati
A 100% subsidiary of IndusInd Bank Limited

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Ankesh Gupta** having read and fully understood the terms and conditions stated in this letter and the Annexure(s), hereby accept in entirety the appointment on these terms and conditions and confirm that I shall commence work on **26-07-2021.**

Signature : .....

Date : .....

Signature of the employee.....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential
Bharat Financial Inclusion Limited
(Formerly known as IndusInd Financial Inclusion Limited)

Head Office: 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh
Begumpet, Hyderabad - 500 016, Telangana, India T: +91 40 4452 6000
F: +91 40 4452 6001; info@bfil.co.in | www.bfil.co.in

Corporate Identity Number: U65999MH2018PLC312539

Registered Office: One Indiabulls Centre, Tower 1, 8th Floor
841 Senapati Bapat Marg, Elphinstone, Mumbai - 400 013

Date: **19-07-2021**

Mr. Asheesh Kumar Upadhyaya

OFFER AND APPOINTMENT LETTER

Dear Mr. Asheesh Kumar Upadhyaya,

We are pleased to appoint you for the role of **Cluster Manager Trainee** in Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") having its registered office at One Indiabulls Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Teritory Manager** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office.** However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs.6,75,000/- per annum (inclusive of maximum performance bonus payout). Your total minimum monthly gross salary not including bonus will be Rs.36,944/- (In words, Rupees Thirty Six Thousand Nine Hundred and Forty Four Only). The Salary Sheet is annexed herewith as Annexure 1.**

Asheesh Kr. Upadhyaya

Signature of the employee.....
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **26-07-2021**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company

Signature of the employee.....
(Signifying acceptance) Ashish R. Upadhyaya

shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have

Ashish Kr. Upadhyaya.

Signature of the employee.....
(Signifying acceptance)

voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

Ashish Kr. Upadhyaya

Signature of the employee.....
(Signifying acceptance)

SR

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

Signature of the employee.....
(Signifying acceptance)
Ashish Kr. Upadhyaya.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error in judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly "IndusInd Financial Inclusion Limited") and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly "IndusInd Financial Inclusion Limited")

Bharat Financial Inclusion Limited
Hyderabad

MRM Murali
Sr. Vice President
Human Resources

I, **Asheesh Kumar Upadhyaya** having read and fully understood the terms and conditions stated in this letter and the Annexure(s), hereby accept in entirety the appointment on these terms and conditions and confirm that I shall commence work on **26-07-2021.**

Signature : Asheesh Kr. Upadhyaya.

Date : 31/7/21

Asheesh Kr. Upadhyaya.
Signature of the employee.....
(Signifying acceptance)

BHARAT
Financial Inclusion Ltd
Prayaas se pragati

A 100% subsidiary of IndusInd Bank Limited

Private & Confidential

ANNEXURE I

Particular	Monthly	Annual
Basic	18,472	2,21,664
HRA	11,083	1,32,999
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1600	19,200
LTA	3694	44,333
Post allowance	644	7,733
Employer PF contribution	2,431	29,171
Bonus*		**2,02,500**
Total Cost to Company	**39,375**	**6,75,000**

*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.

ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY) :	
Life Insurance	**10,00,000**
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)	**2,05,000**
Group Personal Accident cover	**13,00,000**

Ashish Kr. Upadhyaya.

Signature of the employee.....
(Signifying acceptance)

DocuSign Envelope ID: 2570EFD7-F6AC-4A7B-A579-0CB9181F8B0B

Appointment Letter

Date: June 2nd, 2021

Mr. Kunal Sharma
1701-02 T1 RPS Savana Sector 88
Faridabad Haryana 121002

Dear Kunal,

Congratulations! Based on the interviews held, we are pleased to appoint you for the position of **"Management-Trainee"** in SI**.** Your Annual Gross Compensation will be **INR 575,037.42.** We are thankful to you for joining the company on **June 2nd, 2021.**

Your work location is at the below address:
SISA Information Security Pvt Ltd., SDC, #79, Road No-9, KIADB Devanahalli IT Park, Bangalore - 562149

SISA believes in a work culture that encourages "Values, Passion and Discipline".

We believe that our employees form the basis of our success and are therefore our most valued assets. Accordingly, we have always believed in giving them the very best exposure, learning and growth that allow them to deliver results to their full potential. You can look forward to the same when you join us.

The annual compensation break-up and other terms and conditions of your service are attached with this letter.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and invigorating to realize your potential. Please sign on all pages and accept this letter and handover to the HR Team.

Yours truly,
For SISA Information Security Pvt. Ltd

(Authorized Signatory)

Name: Dharshan Shanthamurthy

DocuSigned by:
SG
9B325065C37A421...
Verifier Initial

DocuSigned by:
Kunal Sharma
FA5FFA4CC6E34AB...

DocuSign Envelope ID: 2570EFD7-F6AC-4A7B-A579-0CB9181F8B0B

Annual Compensation Break-up

Particulars	Monthly (in INR)	Total (in INR)	Payment Terms
Basic Salary	10,076.00	120,912.00	Payable monthly (Basic includes Basic Salary & DA)
Dearness Allowance	6,837.37	82,048.46	
HRA	8,995.85	107,950.23	
Vehicle Allowance	2,083.33	25,000.00	
LTA	6,997.37	83,968.45	
Special Allowance	4,678.69	56,144.28	
Gross Pay I	**39,668.62**	**476,023.42**	**Net Take home = Gross Pay I minus Gross Deductions**
PF Employer Contribution	1,800.00	21,600.00	Payable Monthly by Company to Provident Fund Account as per the PF Act 1952 if applicable
ESI Employer Contribution	0.00	0.00	Payable Monthly by Company to ESI Account as per the ESI Act if applicable
Performance Bonus		50,000.00	Dependent on Individual performance and percentage scored against measurement criteria. Amount is payable quarterly in the month of July, October, January & April. Only if employee successfully completed probation period on the last working day of the quarter. (No Pro-rata payment is allowed).
Gross Pay II	**41,468.62**	**547,623.42**	**Gross Pay will vary according to Performance**
Mobile and Data Card Allowance	600.00	7,200.00	Mobile Connection will be provided by SISA. Any excess above the limit will be deducted in Salary. No exceptions will be made.
Mediclaim/overseas travelers policy		12,000.00	Actual Premium paid annually by the company
Gratuity		8,214.00	This is an approximate amount and will be payable on completion of 5 years at the time of leaving the Organization.
GCTC	**42,068.62**	**575,037.42**	

DocuSigned by:
SG
9B325065C37A421...
Verifier Initial

DocuSigned by:
Kunal Sharma
FA5FFA4CC6E34AB...

Gmail

Rajith IBS <rajith.ibs@gmail.com>

Fwd: Offer from Introlligent - Indrajeet Deshmukh

Indrajeet Deshmukh <indrajeetdeshmukh8@gmail.com> Thu, Jul 8, 2021 at 2:11 PM
To: Rajith IBS <rajith.ibs@gmail.com>

---------- Forwarded message ---------
From: **Namita Virupakshachar** <namita@introlligent.com>
Date: Thu, 8 Jul, 2021, 13:39
Subject: Offer from Introlligent !
To: <Indrajeetdeshmukh8@gmail.com>
Cc: Visesh Chelukaran Vinayachandran <c.visesh@introlligent.com>, Rajahchandrajeeth Ramachandran <jeeth@introlligent.com>, Satish Mudaliar <satish@introlligent.com>

Dear Indrajeet,

Congratulations!

We are pleased to offer you the position of **IT Recruiter - US Operations** with the date of Joining as **19th July 2021.**

Please find the attached soft copy of the offer letter. Kindly revert to this email as a token of acceptance to the offer.

As we experience Work From Home activity due to the pandemic crisis, we shall take up the joining formalities online on your official day of joining.

Our team shall coordinate with you during the joining process. Please arrange the following documents a day before your joining.

Documents

- Your recent Passport size photographs - 5 Numbers
- Copy of academic credentials
- Originals - Aadhar, PAN card and Passport/address proof*
- Credentials proving your employment history
- Most recent 3 months payslip
- Signed Introlligent Offer copy

Please feel free to call us back for any clarifications.

Looking forward to having you onboard!

Good Luck!

Thanks & Regards,
Namita V.
Manager HR
Introlligent Solutions Pvt. Ltd.
Quadrant 2 | 4th Floor | Tower 1| Umiya Business Bay | Cessna Business Park |
Sarjapura Outer Ring Road | Kadubeesanahalli | Bangalore – 560037 |
T: +91 80 61161600 | M: +91 9686190230 |
E: namita@introlligent.com | U: www.introlligent.com |

Indrajeet Deshmukh.pdf
150K

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Private and Confidential 8 Jul 2021

Indrajeet Deshmukh
Ex-MLA Arvindrao Chavan's Old Bungalow,
Sonal Nagar, near Jalna Railway Station,
Jalna - 431203.
Maharashtra.

OFFER LETTER

Dear Indrajeet,

This has reference to your interview with us for the position of **IT Recruiter - US Operations.**

We are pleased to offer you employment in our company with effect from your date of joining, which should not be later than **19-Jul-2021**

You Total CTC will be Rs. 4,50,000 [Rupees Four Lakhs Fifty Thousand] Per Annum.

Your initial appointment will be in Hyderabad. Your services are transferable within the company, anywhere in India & Overseas, in accordance with the Company's rule.

You will be on probation for a period of 6 months. After the expiry of the probation period, if you are found suitable by the company, you will be confirmed in your appointment as per the company norms.

Please note that your appointment in Introlligent Solutions Pvt. Ltd. is subject to satisfactory HR background verification. A detailed appointment letter will be issued to you after positive and satisfactory HR background verification.

At the time of joining us, you are requested to bring all originals of your certificates & mark sheets pertaining to your academic qualifications and employment for our verification.

Please sign and return the offer letter on both the pages as your confirmation.
On behalf of the company, we wish you success and trust that our relationship will be long and mutually rewarding.

This document is electronically generated and does not require to have signatures/seals.

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

Namita V.
Manager - Human Resources

Indrajeet Deshmukh

Introlligent

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CTC STRUCTRE

Name	Indrajeet Deshmukh	
DOJ	19-Jul-2021	

Section	Components	Monthly (Rs)	Annual (Rs)
Section A	Basic Pay	10,947	131,360
	House Rent Allowance	5,473	65,680
	Leave Travel Allowance (LTA)	912	10,947
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Meal Vouchers	1,500	18,000
	Mobile Conveyance	400	4,800
Section B	Special Allowance	5,684	68,213
	Gross CTC	27,767	328,400
Section C	Professions Tax	200	2,400
	ESI Contribution by Employee	-	-
	PF Contriubtion by Employee	1800	21600
	Total Deductions	2000	24,000
	Net Fixed Pay Before TDS	25,767	304,400
Section D	*PF Contribution by Employer	1800	21600
	**ESI Contribution by Employer	-	-
	Fixed CTC	29,567	350,000
	Annual Variable Pay		
Section E	Annual Performance Bonus - with 100% achievement	-	100,000
	Total CTC		450,000

Other Benefits	
Group Health Insurance	A Total Cover of Rs. 5 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time.
Personal Accident Insurance	Maximum Cover of Rs. 10 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time. Apart from this, you are also covered against any permanent or partial disability that may arise due to accident.
Provident Fund	Applicable as per the Provident Funds Act
Gratuity	Payable as per the Gratuity Act, after 5 years

This document is electronically generated and does not require to have signatures/seals.
Send your queries to: hrindia@introlligent.com

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

Namita V.
Manager - Human Resources

Indrajeet Deshmukh

Gmail

Rajith IBS <rajith.ibs@gmail.com>

Fwd: Offer from Introlligent !

Prachi Garg <prachigarg0827@gmail.com> Thu, Jul 8, 2021 at 4:06 PM
To: Rajith IBS <rajith.ibs@gmail.com>

---------- Forwarded message ---------
From: **Namita Virupakshachar** <namita@introlligent.com>
Date: Thu, 8 Jul 2021 at 1:37 PM
Subject: Offer from Introlligent !
To: <prachigarg0827@gmail.com>
Cc: Visesh Chelukaran Vinayachandran <c.visesh@introlligent.com>, Rajahchandrajeeth Ramachandran <jeeth@introlligent.com>, Satish Mudaliar <satish@introlligent.com>

Dear Prachi,

Congratulations!

We are pleased to offer you the position of **IT Recruiter - US Operations** with the date of Joining as **19th July 2021.**

Please find the attached soft copy of the offer letter. Kindly revert to this email as a token of acceptance to the offer.

As we experience Work From Home activity due to the pandemic crisis, we shall take up the joining formalities online on your official day of joining.

Our team shall coordinate with you during the joining process. Please arrange the following documents a day before your joining.

Documents

- Your recent Passport size photographs - 5 Numbers
- Copy of academic credentials
- Originals - Aadhar, PAN card and Passport/address proof*
- Credentials proving your employment history
- Most recent 3 months payslip
- Signed Introlligent Offer copy

Please feel free to call us back for any clarifications.

Looking forward to having you onboard!

Good Luck!

Thanks & Regards,
Namita V.
Manager HR
Introlligent Solutions Pvt. Ltd.
Quadrant 2 | 4th Floor | Tower 1| Umiya Business Bay | Cessna Business Park |
Sarjapura Outer Ring Road | Kadubeesanahalli | Bangalore – 560037 |
T: +91 80 61161600 | M: +91 9686190230 |
E: namita@introlligent.com | U: www.introlligent.com |

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Private and Confidential 8 Jul 2021

Prachi Garg
5A/1, Preet Nagar,
Ambala Cantt,
Haryana - 133001.

OFFER LETTER

Dear Prachi,

This has reference to your interview with us for the position of **IT Recruiter - US Operations.**

We are pleased to offer you employment in our company with effect from your date of joining, which should not be later than **19-Jul-2021**

You Total CTC will be Rs. 4,50,000 [Rupees Four Lakhs Fifty Thousand] Per Annum.

Your initial appointment will be in Hyderabad. Your services are transferable within the company, anywhere in India & Overseas, in accordance with the Company's rule.

You will be on probation for a period of 6 months. After the expiry of the probation period, if you are found suitable by the company, you will be confirmed in your appointment as per the company norms.

Please note that your appointment in Introlligent Solutions Pvt. Ltd. is subject to satisfactory HR background verification. A detailed appointment letter will be issued to you after positive and satisfactory HR background verification.

At the time of joining us, you are requested to bring all originals of your certificates & mark sheets pertaining to your academic qualifications and employment for our verification.

Please sign and return the offer letter on both the pages as your confirmation.
On behalf of the company, we wish you success and trust that our relationship will be long and mutually rewarding.

This document is electronically generated and does not require to have signatures/seals.

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

Namita V.
Manager - Human Resources

Prachi Garg

Introlligent

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CTC STRUCTRE

Name	Prachi Garg	
DOJ	19-Jul-2021	

Section	Components	Monthly (Rs)	Annual (Rs)
Section A	Basic Pay	10,947	131,360
	House Rent Allowance	5,473	65,680
	Leave Travel Allowance (LTA)	912	10,947
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Meal Vouchers	1,500	18,000
	Mobile Conveyance	400	4,800
Section B	Special Allowance	5,684	68,213
	Gross CTC	27,767	328,400
Section C	Professions Tax	200	2,400
	ESI Contribution by Employee	-	-
	PF Contriubtion by Employee	1800	21600
	Total Deductions	2000	24,000
	Net Fixed Pay Before TDS	25,767	304,400
Section D	*PF Contribution by Employer	1800	21600
	**ESI Contribution by Employer	-	-
	Fixed CTC	29,567	350,000
	Annual Variable Pay		
Section E	Annual Performance Bonus - with 100% achievement	-	100,000
	Total CTC		450,000

Other Benefits	
Group Health Insurance	A Total Cover of Rs. 5 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time.
Personal Accident Insurance	Maximum Cover of Rs. 10 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time. Apart from this, you are also covered against any permanent or partial disability that may arise due to accident.
Provident Fund	Applicable as per the Provident Funds Act
Gratuity	Payable as per the Gratuity Act, after 5 years

This document is electronically generated and does not require to have signatures/seals.
Send your queries to: hrindia@introlligent.com

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

Namita V.
Manager - Human Resources

Prachi Garg

IBS ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Fwd: Offer from Introlligent !

Alisha Alex Raj <lisharj95@gmail.com> Thu, Jul 8, 2021 at 2:32 PM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

---------- Forwarded message ---------
From: **Namita Virupakshachar** <namita@introlligent.com>
Date: Thu, 8 Jul 2021, 1:43 pm
Subject: Offer from Introlligent !
To: <lisharj95@gmail.com>
Cc: Visesh Chelukaran Vinayachandran <c.visesh@introlligent.com>, Rajahchandrajeeth Ramachandran <jeeth@introlligent.com>, Satish Mudaliar <satish@introlligent.com>

Dear Alisha,

Congratulations!

We are pleased to offer you the position of **IT Recruiter - US Operations** with the date of Joining as **19th July 2021.**

Please find the attached soft copy of the offer letter. Kindly revert to this email as a token of acceptance to the offer.

As we experience Work From Home activity due to the pandemic crisis, we shall take up the joining formalities online on your official day of joining.

Our team shall coordinate with you during the joining process. Please arrange the following documents a day before your joining.

Documents

- Your recent Passport size photographs - 5 Numbers
- Copy of academic credentials
- Originals - Aadhar, PAN card and Passport/address proof*
- Credentials proving your employment history
- Most recent 3 months payslip
- Signed Introlligent Offer copy

Please feel free to call us back for any clarifications.

Looking forward to having you onboard!

Good Luck!

Thanks & Regards,
Namita V.
Manager HR
Introlligent Solutions Pvt. Ltd.
Quadrant 2 | 4th Floor | Tower 1| Umiya Business Bay | Cessna Business Park |
Sarjapura Outer Ring Road | Kadubeesanahalli | Bangalore – 560037 |
T: +91 80 61161600 | M: +91 9686190230 |
E: namita@introlligent.com | U: www.introlligent.com |

Alisha Alex Raj.pdf
150K

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Alisha Alex Raj
7/15, Second Cross Street,
MH Colony,
Aminjikarai,
Chennai - 600029.

OFFER LETTER

Dear Alisha,

This has reference to your interview with us for the position of **IT Recruiter - US Operations.**

We are pleased to offer you employment in our company with effect from your date of joining, which should not be later than **19-Jul-2021**

You Total CTC will be Rs. 4,50,000 [Rupees Four Lakhs Fifty Thousand] Per Annum.

Your initial appointment will be in Hyderabad. Your services are transferable within the company, anywhere in India & Overseas, in accordance with the Company's rule.

You will be on probation for a period of 6 months. After the expiry of the probation period, if you are found suitable by the company, you will be confirmed in your appointment as per the company norms.

Please note that your appointment in Introlligent Solutions Pvt. Ltd. is subject to satisfactory HR background verification. A detailed appointment letter will be issued to you after positive and satisfactory HR background verification.

At the time of joining us, you are requested to bring all originals of your certificates & mark sheets pertaining to your academic qualifications and employment for our verification.

Please sign and return the offer letter on both the pages as your confirmation.
On behalf of the company, we wish you success and trust that our relationship will be long and mutually rewarding.

This document is electronically generated and does not require to have signatures/seals.

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

Namita V.
Manager - Human Resources

Alisha Alex Raj

Introlligent

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CTC STRUCTRE

Name	Alisha Alex Raj	
DOJ	19-Jul-2021	

Section	Components	Monthly (Rs)	Annual (Rs)
Section A	Basic Pay	10,947	131,360
	House Rent Allowance	5,473	65,680
	Leave Travel Allowance (LTA)	912	10,947
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Meal Vouchers	1,500	18,000
	Mobile Conveyance	400	4,800
Section B	Special Allowance	5,684	68,213
	Gross CTC	27,767	328,400
Section C	Professions Tax	200	2,400
	ESI Contribution by Employee	-	-
	PF Contriubtion by Employee	1800	21600
	Total Deductions	2000	24,000
	Net Fixed Pay Before TDS	25,767	304,400
Section D	*PF Contribution by Employer	1800	21600
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	Fixed CTC	29,567	350,000
	Annual Variable Pay		
Section E	Annual Performance Bonus - with 100% achievement	-	100,000
	Total CTC		450,000

Other Benefits	
Group Health Insurance	A Total Cover of Rs. 5 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time.
Personal Accident Insurance	Maximum Cover of Rs. 10 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time. Apart from this, you are also covered against any permanent or partial disability that may arise due to accident.
Provident Fund	Applicable as per the Provident Funds Act
Gratuity	Payable as per the Gratuity Act, after 5 years

This document is electronically generated and does not require to have signatures/seals.
Send your queries to: hrindia@introlligent.com

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

Namita V.
Manager - Human Resources

Alisha Alex Raj

Rajith Sukhavasi <rajiths@ibsindia.org>

Employment Confirmation

Hr Gkc <hr@gkcfood.com> Fri, Jul 9, 2021 at 9:54 AM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Dear Rajith,

These are the following candidates selected for Ghost concepts software services Pvt Ltd with 5.5 LPA as operations Manager

19BSPHH01C1551, Soham seet
19BSPHH01C0041, ABHISHEK KUMAR
19BSPHH01C1499, KUKKADAPU N V R L GUPTA RAHUL

Thanks and Regards
Sai Teja P
HR

Gmail

Rajith IBS <rajith.ibs@gmail.com>

Fwd: Ghost Concept Software Services Pvt Ltd - Offer letter

Gupta Rahul <rahulgupta676.gr@gmail.com> Fri, Jul 9, 2021 at 11:57 AM
To: Rajith IBS <RAJITH.IBS@gmail.com>

---------- Forwarded message ---------
From: **Hr Gkc** <hr@gkcfood.com>
Date: Fri, 9 Jul 2021, 11:11 am
Subject: Ghost Concept Software Services Pvt Ltd - Offer letter
To: <rahulgupta676.gr@gmail.com>

Dear Rahul Gupta ,

Congratulations on your **offer** from Ghost Concepts Software Services Pvt Ltd! We are delighted to **offer** you the position of **Operations Manager** find the attachment of your offer letter. Revert back with your confirmation and Documents.

Regards

Sai Teja P
HR

Rahul gkc.pdf
257K

Ghost Concepts Software Services Pvt Ltd

Offer Letter

Date: 09/06/2021,
Station: Hyderabad,
Ref/HR-EOL/HYD/8/6-21

To,
Mr. **Rahul Gupta,**
Address: Hyderabad.

Dear **Rahul Gupta,**
We are pleased to inform you that, after careful consideration, **Ghost Concepts Software Services Pvt Ltd** have decided to extend the following fulltime employment offer to you as **Operations Manager the** following terms and conditions.

1. You will be given CTC of **Rs 5,50,000/- (Five Lakhs fifty thousand Rupees only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms. Payable monthly in the manner set out in Annexure.

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ghost Concepts Software Services Pvt Ltd.,** family and look forward to a fruitful collaboration

With best wishes,
Ghost Concepts Software Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place	:	_____	Name	:	_____
Date	:	_____	Sign	:	_____

Rajith Sukhavasi <rajiths@ibsindia.org>

Employment Confirmation

Hr Gkc <hr@gkcfood.com> Fri, Jul 9, 2021 at 9:54 AM
To: Rajith Sukhavasi <rajiths@ibsindia.org>

Dear Rajith,

These are the following candidates selected for Ghost concepts software services Pvt Ltd with 5.5 LPA as operations Manager

19BSPHH01C1551, Soham seet
19BSPHH01C0041, ABHISHEK KUMAR
19BSPHH01C1499, KUKKADAPU N V R L GUPTA RAHUL

Thanks and Regards
Sai Teja P
HR

IBS® ICFAI BUSINESS SCHOOL

Rajith Sukhavasi <rajiths@ibsindia.org>

Fwd: Ghost Concept Software Services Pvt Ltd - Offer letter

soham seet <soham.seet33@gmail.com> Fri, Jul 9, 2021 at 1:45 PM
To: rajiths@ibsindia.org

---------- Forwarded message ---------
From: **Hr Gkc** <hr@gkcfood.com>
Date: Fri, Jul 9, 2021 at 11:11 AM
Subject: Ghost Concept Software Services Pvt Ltd - Offer letter
To: <soham.seet33@gmail.com>

Dear Soham Seet,

Congratulations on your **offer** from Ghost Concepts Software Services Pvt Ltd! We are delighted to **offer** you the position of **Operations Manager** find the attachment of your offer letter. Revert back with your confirmation and Documents.

Regards

Sai Teja P
HR

Seet gkc.pdf
257K

Ghost Concepts Software Services Pvt Ltd

Offer Letter

Date: 09/06/2021,
Station: Hyderabad,
Ref/HR-EOL/HYD/8/6-21

To,
Mr. **Sohem Seet,**
Address: Hyderabad.

Dear **Sohem Seet,**
We are pleased to inform you that, after careful consideration, **Ghost Concepts Software Services Pvt Ltd** have decided to extend the following fulltime employment offer to you as **Operations Manager the** following terms and conditions.

1. You will be given CTC of **Rs 5,50,000/- (Five Lakhs fifty thousand Rupees only)** per annum. TDS, if any, PF, ESI & PT will be deducted as per Rules and allowances will be as per terms. Payable monthly in the manner set out in Annexure.

2. Your base location would be Hyderabad Validity of this offer is for 1 month.

3. You will be on probation for a period of 6 months from the date of your joining and your performance would be under observation

4. You will be required to maintain utmost secrecy in respect of Patient Contacts, Patients Details, company's policies & Trade Mark and company's Human assets profile.

5. You will be required to comply with all such rules and regulations as the Company may frame from time to time.

6. During the probation period company may terminate the service with giving 15 days notice period. In the event of your leaving/ resignation also 15 days notice or salary in lieu thereof will be considered. After confirmation of your service, company may terminate the appointment by giving 30 days notice or salary in lieu thereof. After confirmation choice of resignation from service by your end must be duly giving one month's notice or salary in lieu thereof.

7. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

8. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.

9. This offer is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of the information is incorrect or any relevant information has been withheld, then the company reserves the right to terminate your employment without notice.

10. Please note to submit your last 2 months salary slip of your Previous Employment, Relieving & Service letters along with two passport size photographs, Address proof and photocopies of Academic certificates at the time of joining for our record.

If you accept the terms and conditions above mentioned, please sign the declaration in the duplicate and return to us. The original shall be retained by you.

We welcome you to **Ghost Concepts Software Services Pvt Ltd.,** family and look forward to a fruitful collaboration

With best wishes,
Ghost Concepts Software Services Pvt Ltd.

Samarth Sindhi
Director
I agree to accept Employment on the terms and conditions above mentioned. The original of this letter is in my possession.

Place : _____ Name : _____
Date : _____ Sign : _____

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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Salary break up - Ugam

1 message

Ansu Mathew <chinjumathew69@gmail.com> Mon, Jul 12, 2021 at 10:22 PM
To: Haseebakhter@ibsindia.org

---------- Forwarded message ---------
From: **Ekta Sharma** <ekta.sharma@ugamsolutions.com>
Date: Mon, Jul 12, 2021, 21:39
Subject: Salary break up - Ugam
To: chinjumathew69@gmail.com <chinjumathew69@gmail.com>

Hi ANSU MATHEW

Greeting from Ugam.

With reference to our subsequent discussions over the last couple of days, we are glad to inform you that you have been shortlisted and we are looking forward to welcome you to the Ugam family on Tuesday 20th July 2021 as an "Management Trainee"

Pls note you will receive an induction email from us confirming on the link , time and calendar , a day prior to your joining by late evening .

Pls refer below CTC break up for your reference and feel free to revert for any further clarifications.

Ugam Solutions Pvt. Ltd.		
Annexure I: Salary Structure (in ₹)		
Salary Heads	Per Month	Per Annum
Fixed Components (FC)	**37,472**	**449,667**
Basic Salary	22,417	269,000
HRA	11,208	134,500
Special Allowance	3,847	46,167
Bonus (B) +	**4,483**	**53,800**
Gross Salary (G)	41,956	503,467
Retirals & Mediclaim (RM)	**1,800**	**46,533**
Co. Contribution to PF	1,800	21,600

Gratuity ++	-	12,933
Mediclaim Premium +++	-	12,000
Total Compensation (G + RM)	**43,756**	**550,000**
Take Home Before Tax (G - PF)	**40,156**	**481,867**

+++ Insurances

1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents

2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher

3. Group Term Life insurance coverage of ₹ 8 Lakhs or 1.5 times your Total Compensation, whichever is higher

+ Includes any bonus payable as per the 'Payment of Bonus Act'

++ Payable as per the 'Payment of Gratuity Act''

Additional Night Shift & Food Allowance of ₹ 250/- for every night shift worked

₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution

Home drops between 11:00 PM and 6:00 AM IST. Shuttle pick up & drop at regular intervals from Thane & Goregaon office.

Note – Offer letter/Appointment letter will be shared on your Date of Joining

Regards,

Ekta Sharma

Manager , Human Capital Management

☎: 9820736862

Logo Description automatically generated

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2 attachments

image001.png
25K

image001.png
25K

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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Salary break up - Ugam

1 message

chaitanya ps <chaitanya9289ps@gmail.com> Mon, Jul 12, 2021 at 10:31 PM
To: haseebakhter@ibsindia.org

Good Evening sir,

Please find the salary break-up mail for your reference sent by the company

Thank you,

Regards,
Chaitanya Ps
9059115123

---------- Forwarded message ---------
From: **Ekta Sharma** <ekta.sharma@ugamsolutions.com>
Date: Mon, Jul 12, 2021 at 9:39 PM
Subject: Salary break up - Ugam
To: Chaitanya9289ps@gmail.com <Chaitanya9289ps@gmail.com>

Hi Chaitanya Ps

Greeting from Ugam.

With reference to our subsequent discussions over the last couple of days, we are glad to inform you that you have been shortlisted and we are looking forward to welcome you to the Ugam family on Tuesday 20th July 2021 as an "Management Trainee"

Pls note you will receive an induction email from us confirming on the link , time and calendar , a day prior to your joining by late evening .

Pls refer below CTC break up for your reference and feel free to revert for any further clarifications.

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Mediclaim Premium +++	-	12,000
Total Compensation (G + RM)	43,756	550,000
Take Home Before Tax (G - PF)	40,156	481,867

+++ Insurances

1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents

2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher

3. Group Term Life insurance coverage of ₹ 8 Lakhs or 1.5 times your Total Compensation, whichever is higher

+ Includes any bonus payable as per the 'Payment of Bonus Act'

++ Payable as per the 'Payment of Gratuity Act''

Additional Night Shift & Food Allowance of ₹ 250/- for every night shift worked

₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution

Home drops between 11:00 PM and 6:00 AM IST. Shuttle pick up & drop at regular intervals from Thane & Goregaon office.

Note – Offer letter/Appointment letter will be shared on your Date of Joining

Regards,

Ekta Sharma

Manager , Human Capital Management

☎: 9820736862

ugam POWERING ANALYTICS INTO ACTION A Merkle Company | Celebrating 21 Years of our Ugam Family

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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Fwd: Salary break up - Ugam

1 message

meghanath maggi <maggimeghanath@gmail.com> Mon, Jul 12, 2021 at 10:28 PM
To: haseebakhter@ibsindia.org

Thank you sir for your motivation and continuous support

---------- Forwarded message ---------
From: **Ekta Sharma** <ekta.sharma@ugamsolutions.com>
Date: Mon, Jul 12, 2021 at 9:39 PM
Subject: Salary break up - Ugam
To: maggimeghanath@gmail.com <maggimeghanath@gmail.com>

Hi MEGHANATH PERAVALI

Greeting from Ugam.

With reference to our subsequent discussions over the last couple of days, we are glad to inform you that you have been shortlisted and we are looking forward to welcome you to the Ugam family on Tuesday 20th July 2021 as an "Management Trainee"

Pls note you will receive an induction email from us confirming on the link , time and calendar , a day prior to your joining by late evening .

Pls refer below CTC break up for your reference and feel free to revert for any further clarifications.

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Mediclaim Premium +++	-	12,000
Total Compensation (G + RM)	**43,756**	**550,000**
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3. Group Term Life insurance coverage of ₹ 8 Lakhs or 1.5 times your Total Compensation, whichever is higher

+ Includes any bonus payable as per the 'Payment of Bonus Act'

++ Payable as per the 'Payment of Gratuity Act''

Additional Night Shift & Food Allowance of ₹ 250/- for every night shift worked

₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution

Home drops between 11:00 PM and 6:00 AM IST. Shuttle pick up & drop at regular intervals from Thane & Goregaon office.

Note – Offer letter/Appointment letter will be shared on your Date of Joining

Regards,

Ekta Sharma

Manager , Human Capital Management

☎: 9820736862

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viruses however the recipient should check this email and any attachments for the presence of viruses as full security of the email cannot be ensured despite our best efforts. Therefore, Ugam accepts no liability for any damage inflicted by viewing the content of this email.. ****
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Best Regards,
P.Meghanath
Phone-9502939169

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M.Satyanarayana Goud <msngoud@ibsindia.org>

Fwd: Confirmation of Offer

Purva Monga <purvamonga20@gmail.com> Tue, Jul 13, 2021 at 8:47 PM
To: msngoud@ibsindia.org

---------- Forwarded message ---------
From: **Supriya L** <supriya@resourceone.in>
Date: Fri, Jul 9, 2021 at 5:56 PM
Subject: Confirmation of Offer
To: <purvamonga20@gmail.com>
Cc: Meghana P <meghana@resourceone.in>, Akshita Khosla <akshita@mwpartners.net>, Shiva CH <shiva@resourceone.in>

Hi **Purva Monga,**

On behalf of Resource One IT Solutions India Pvt Ltd, We are pleased to offer you a position as a **"Recruitment Specialist"**. Your Joining date will be on **12-07-2021**. Your CTC is **5,00,000 LPA**

As discussed during the interview process, the company policies are:

- 5 Working days in a Week.
- Employees who voluntarily resign from the Company need to serve at least **three months of notice.**
- **Probation:** You will be on probation for a period of **6 months** from the date of joining. Based on your performance during the probation period, the organization reserves the right either to extend the probation period or confirm the services.
- A background check will be conducted, If the background check results are not satisfactory, the offer will be retracted and you will be terminated with immediate effect.

The documents required for joining are:

- PAN Card Copy
- Aadhar card Copy
- ID Proof Copy
- Address proof Copy
- All educational certificates (copies)
- Previous organization offer & relieving letters (Copies)
- last 3 months payslips (Copies)
- 2 Passport size photographs (hard and soft copies)

Please revert us with your confirmation along with below details

- Name:
- Father Name:
- DOB:
- Permanent Address:
- Current Address:
- Date of Joining:
- PAN:
- Aadhar:
- Marital Status:
- E-mail ID:
- Mobile No:
- Existing Bank Details (If you have Axis Bank account , please mention)

1. Account Number:
2. Full Name as registered in bank account:
3. IFSC code:
4. Branch name:

Kindly share with us the details of Reporting Managers:

Techmahindra: Manager Name, Contact and email id:
Manager Linkedin Username:
HR Contact and Email ID:
Adhyapann,: Manager Name, Contact and email id:
Manager Linkedin Username:
HR Contact and Email ID:
Continental Tyres: Manager Name, Contact and email id:
Manager Linkedin Username:
HR Contact and Email ID:

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Thanks and Regards,
Supriya.R | 9347048027
HR Executive | Resource one IT Solutions India Pvt Ltd.
www.resourceone.in

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4 attachments

CTC - 5L PA.pdf
106K

Office Policy- Dress code.docx
16K

EMERGENCY CONTACT FORM.pdf
169K

Incentive structure-converted.pdf
115K

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M.Satyanarayana Goud <msngoud@ibsindia.org>

Fwd: Confirmation of Offer

K.Vamshi Krishna <kkrvamshi@gmail.com> Tue, Jul 13, 2021 at 6:39 PM
To: msngoud@ibsindia.org

---------- Forwarded message ---------
From: **Supriya L** <supriya@resourceone.in>
Date: Tue, Jul 13, 2021 at 5:26 PM
Subject: Confirmation of Offer
To: <kkrvamshi@gmail.com>
Cc: Meghana P <meghana@resourceone.in>, Akshita Khosla <akshita@mwpartners.net>, Bhagya Sri <bsri@mwpartners.net>, Shiva CH <shiva@resourceone.in>

Hi **Kekkarla Vamshi Krishna,**

On behalf of Resource One IT Solutions India Pvt Ltd, We are pleased to offer you a position as a **"Recruitment Specialist"**. Your Joining date will be on **19-07-2021**. Your CTC is **5, 00,000 LPA**

As discussed during the interview process, the company policies are:

- 5 Working days in a Week.
- Employees who voluntarily resign from the Company need to serve at least **three months of notice.**
- **Probation:** You will be on probation for a period of **6 months** from the date of joining. Based on your performance during the probation period, the organization reserves the right either to extend the probation period or confirm the services.
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The documents required for joining are:

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- ID Proof Copy
- Address proof Copy
- All educational certificates (copies)
- Previous organization offer & relieving letters (Copies)
- last 3 months payslips (Copies)
- 2 Passport size photographs (hard and soft copies)

Please revert us with your confirmation along with below details

- Name:
- Father Name:
- DOB:
- Permanent Address:
- Current Address:
- Date of Joining:
- PAN:
- Aadhar:
- Marital Status:
- E-mail ID:
- Mobile No:
- Existing Bank Details (If you have Axis Bank account , please mention)

1. Account Number:
2. Full Name as registered in bank account:
3. IFSC code:
4. Branch name:

Kindly share with us the details of Reporting Managers:

Sri Swastik Hospitals.: Manager Name, Contact and email id:
Manager Linkedin Username:
HR Contact and Email ID:

Thanks and Regards,
Supriya.R | 9347048027
HR Executive | Resource one IT Solutions India Pvt Ltd.
www.resourceone.in

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Thanks & Regards
K.Vamshi Krishna
Contact- 9704356585
Email- kkrvamshi@gmail.com

---

4 attachments

Office Policy- Dress code.docx
16K

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EMERGENCY CONTACT FORM.pdf
169K

Incentive structure-converted.pdf
115K

M.Satyanarayana Goud <msngoud@ibsindia.org>

Fwd: Confirmation of Offer

mounika mona <mounikachintalapudi1698@gmail.com> Tue, Jul 13, 2021 at 5:48 PM
To: "M. Goud" <msngoud@ibsindia.org>

Hello sir,
This is the offer letter from MW partners.
Thanks and Regards,
Mounika chintalapudi.

Sent from my iPhone

Begin forwarded message:

From: Supriya L <supriya@resourceone.in>
Date: 13 July 2021 at 17:30:04 IST
To: mounikachintalapudi1698@gmail.com
Cc: Meghana P <meghana@resourceone.in>, Akshita Khosla <akshita@mwpartners.net>, Bhagya Sri <bsri@mwpartners.net>, Shiva CH <shiva@resourceone.in>
Subject: Confirmation of Offer

Hi **Mounika Chintalapudi,**

On behalf of Resource One IT Solutions India Pvt Ltd, We are pleased to offer you a position as a **"Recruitment Specialist"**. Your Joining date will be on **19-07-2021**. Your CTC is **5, 00,000 LPA**

As discussed during the interview process, the company policies are:

- 5 Working days in a Week.
- Employees who voluntarily resign from the Company need to serve at least **three months of notice.**
- **Probation:** You will be on probation for a period of **6 months** from the date of joining. Based on your performance during the probation period, the organization reserves the right either to extend the probation period or confirm the services.
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Please revert us with your confirmation along with below details

- Name:
- Father Name:
- DOB:
- Permanent Address:

- Current Address:
- Date of Joining:
- PAN:
- Aadhar:
- Marital Status:
- E-mail ID:
- Mobile No:
- Existing Bank Details (If you have Axis Bank account , please mention)

1. Account Number:
2. Full Name as registered in bank account:
3. IFSC code:
4. Branch name:

Thanks and Regards,
Supriya.R | 9347048027
HR Executive | Resource one IT Solutions India Pvt Ltd.
www.resourceone.in

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4 attachments

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16K

EMERGENCY CONTACT FORM.pdf
169K

CTC - 5L PA.pdf
106K

Incentive structure-converted.pdf
115K

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Rajith Sukhavasi <rajiths@ibsindia.org>

Fwd: Offer from Introlligent !

PRANITA BEHERA <pranita94behera@gmail.com> Fri, Jul 23, 2021 at 5:02 PM
To: rajiths@ibsindia.org

---------- Forwarded message ---------
From: **PRANITA BEHERA** <pranita94behera@gmail.com>
Date: Thu, 15 Jul 2021, 19:10
Subject: Re: Offer from Introlligent !
To: Namita Virupakshachar <namita@introlligent.com>
Cc: Visesh Chelukaran Vinayachandran <c.visesh@introlligent.com>, Rajahchandrajeeth Ramachandran <jeeth@introlligent.com>, Satish Mudaliar <satish@introlligent.com>

Hi Namita,
Greetings of the day.
I am accepting this offer and looking forward to be a part of Introlligent.

Thanks,
Pranita Behera

On Thu, 15 Jul 2021, 18:36 Namita Virupakshachar, <namita@introlligent.com> wrote:

> Dear Pranita,
>
> Congratulations!
>
> We are pleased to offer you the position of **IT Recruiter - US Operations** with the date of Joining as **19th July 2021.**
>
> Please find the attached soft copy of the offer letter. Kindly revert to this email as a token of acceptance to the offer.
>
> As we experience Work From Home activity due to the pandemic crisis, we shall take up the joining formalities online on your official day of joining.
>
> Our team shall coordinate with you during the joining process. Please arrange the following documents a day before your joining.
>
> **Documents**
>
> - Your recent Passport size photographs - 5 Numbers
> - Copy of academic credentials
> - Originals - Aadhar, PAN card and Passport/address proof*
> - Credentials proving your employment history
> - Most recent 3 months payslip
> - Signed Introlligent Offer copy
>
> Please feel free to call us back for any clarifications.
>
> Looking forward to having you onboard!
>
> Good Luck!
>
> Thanks & Regards,
> Namita V.
> Manager HR
> Introlligent Solutions Pvt. Ltd.
> Quadrant 2 | 4th Floor | Tower 1| Umiya Business Bay | Cessna Business Park |
> Sarjapura Outer Ring Road | Kadubeesanahalli | Bangalore – 560037 |
> T: +91 80 61161600 | M: +91 9686190230 |

E: namita@introlligent.com | U: www.introlligent.com |

DocuSign Envelope ID: 1775FF41-5008-40AA-9DA4-6BE7505B9436

Introlligent
Introducing Intelligence

Private and Confidential 15 Jul 2021

Pranita Behera
D-35, Sector-3,
Nalco Township,
Damanjodi,
Odisha - 763008.

OFFER LETTER

Dear Pranita,

This has reference to your interview with us for the position of **IT Recruiter - US Operations.**

We are pleased to offer you employment in our company with effect from your date of joining, which should not be later than **19-Jul-2021**

You Total CTC will be Rs. 4,50,000 [Rupees Four Lakhs Fifty Thousand] Per Annum.

Your initial appointment will be in Hyderabad. Your services are transferable within the company, anywhere in India & Overseas, in accordance with the Company's rule.

You will be on probation for a period of 6 months. After the expiry of the probation period, if you are found suitable by the company, you will be confirmed in your appointment as per the company norms.

Please note that your appointment in Introlligent Solutions Pvt. Ltd. is subject to satisfactory HR background verification. A detailed appointment letter will be issued to you after positive and satisfactory HR background verification.

At the time of joining us, you are requested to bring all originals of your certificates & mark sheets pertaining to your academic qualifications and employment for our verification.

Please sign and return the offer letter on both the pages as your confirmation.
On behalf of the company, we wish you success and trust that our relationship will be long and mutually rewarding.

This document is electronically generated and does not require to have signatures/seals.

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

DocuSigned by:
Pranita Behera
E856B6B0ACE444F...
Pranita Behera

Namita V.
Manager - Human Resources

DocuSign Envelope ID: 1775FF41-5008-40AA-9DA4-6BE7505B9436

Introlligent
Introducing Intelligence

CTC STRUCTRE

Name	Pranita Behera
DOJ	19-Jul-2021

Section	Components	Monthly (Rs)	Annual (Rs)
Section A	Basic Pay	10,947	131,360
	House Rent Allowance	5,473	65,680
	Leave Travel Allowance (LTA)	912	10,947
	Conveyance Allowance	1,600	19,200
	Medical Allowance	1,250	15,000
	Meal Vouchers	1,500	18,000
	Mobile Conveyance	400	4,800
Section B	Special Allowance	5,684	68,213
	Gross CTC	27,767	328,400
Section C	Professions Tax	200	2,400
	ESI Contribution by Employee	-	-
	PF Contriubtion by Employee	1800	21600
	Total Deductions	2000	24,000
	Net Fixed Pay Before TDS	25,767	304,400
Section D	*PF Contribution by Employer	1800	21600
	**ESI Contribution by Employer	-	-
	Fixed CTC	29,567	350,000
	Annual Variable Pay		
Section E	Annual Performance Bonus - with 100% achievement	-	100,000
	Total CTC		450,000

Other Benefits	
Group Health Insurance	A Total Cover of Rs. 5 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time.
Personal Accident Insurance	Maximum Cover of Rs. 10 lakhs. The insurance cover will be as per the terms and conditions specified in the Introlligent's HR Policy and may be revised from time to time. Apart from this, you are also covered against any permanent or partial disability that may arise due to accident.
Provident Fund	Applicable as per the Provident Funds Act
Gratuity	Payable as per the Gratuity Act, after 5 years

This document is electronically generated and does not require to have signatures/seals.
Send your queries to: hrindia@introlligent.com

Yours Sincerely,
For, Introlligent Solutions Pvt. Ltd.

DocuSigned by:
Pranita Behera
E856B6B0ACE444F...

Namita V.
Manager - Human Resources

Pranita Behera

IBS®
ICFAI BUSINESS SCHOOL

Subhash Challure <subhashchallure@ibsindia.org>

Attn - Yashika Pal II Offer Confirmation - Management trainee - Human Resources with K12 Techno Services Pvt. Ltd, Bangalore

4 messages

Sadat Mohammed Abdul Khaliq <sadat.mohammed@orchids.edu.in> Thu, Jul 15, 2021 at 3:06 PM
To: yashika1877@gmail.com
Cc: subhashchallure@ibsindia.org, hrops.corporate@orchids.edu.in, marshal.george@orchids.edu.in, krina.vora@orchids.edu.in

Dear Yashika Pal,

Congratulations!!

This is with reference to your application and the subsequent interviews you had with us. We would like to offer you the position of **" Management Trainee - Human Resources"** with **K12 Techno Services Pvt. Limited,Bangalore.**

This offer (subject to you joining us) will carry a fixed monthly CTC of **Rs. 41,667/- (Rupees Forty One Thousand Six Hundred Sixty Seven Only) per month.**

Additionally, you are also entitled to a performance-linked variable pay of INR 1,00,000/- Only (Rupees One Lakh Only). This shall be payable annually.

This is a full-time position and there will be a probationary period of **Six Months**. The notice period will be **One Month,** the offer break-up is provided below.

Your date of joining will be on **19th July 2021.**

Please revert with a confirmation of your acceptance of the offer and date of joining by **16th July 2021**

Kindly find below your salary break up:

Salary Details	Per month	Per Annum
Fixed Gross	40,688	4,88,256
Basic Allowance	20,344	2,44,128
HRA	12,206	1,46,472
Conveyance	5,693	68,316
Medical Allowance	750	9,000
Statutory Bonus	1,695	20,340
Gross Salary	**40,688**	**4,88,256**
Employee contribution to PF	-	-
Employee contribution to ESIC	-	-
Profession Tax	200	2,400
Net Salary	**40,488**	**4,85,856**
Employer contribution to PF	-	-
Employer contribution to ESIC	-	-
Gratuity	979	11,748
Cost To Company	41,667	5,00,004

Kindly note: Your net salary will be subject to income tax deductible at source. At the time of joining, we request you to submit your investment/tax deduction declaration in our employee HR portal (GreytHR) to ensure that TDS applicable is correctly calculated The salary structure and Terms & Conditions will be provided along with your letter of appointment at the earliest. Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of the above, we retain the right to review our offer of employment.

Important Points:

1. Your net salary will be subject to income tax deductible at source. At the time of joining, we request you to submit your investment/tax deduction declaration in our employee HR portal (GreytHR) to ensure that TDS applicable is correctly calculated.
2. By joining the organisation, you confirm and agree that you will go through organisation policies and employee handbook upon joining and will follow the same. The policies will be available with the branch EA and your employee portal (GreytHR) and will come in effect from the day you report to the branch
3. Your offer has been made based on information furnished by you. However, if there is a discrepancy in the documents, certificates or information given by you, we retain the right to terminate the employment with immediate effect with no liability for any compensation towards you
4. You provide us with the right to conduct background checks to validate your educational and professional credentials
5. {{Orchids The International School/K12 Techno Services Pvt Ltd}} reserves the right to alter the salary structure and components as per its requirement at any time. However, in case such alteration is made, the gross salary of the employee will not be reduced.
6. All employees joining by 30th of September of a calendar year are eligible for increment and appraisal in the next calendar year of joining. Employees joining on or after 1st of October will NOT be eligible for increments and appraisal in the next appraisal cycle but will be eligible for increments in the appraisal cycle that comes after that.
7. In case you have PF deduction in your salary, and if you do not have an updated Adhaar Card you will be moved to retainer payroll and will not be considered as a regular employee. In such a case you will be on retainer payroll for a maximum of 2 months and if the updated Adhaar soft copy is not provided until then, you will be removed from the organisation and notice period payment can be recovered from you.
8. In case your work location is a school premises, it is mandatory to get the police verification done at your end within one month of joining the organization to get your salary processed. The branch EA/HR can guide you on this in case you need any help.

Contact person from HR team after joining: Neha @Neha Kumari

Contact person in case there is any issue with joining formalities, induction session or any other HR-related concern after joining- Escalation 1- nandini@orchids.edu.in

Congratulations and wishing you a successful career at K12 Techno Services Pvt Ltd!!

Warm regards

Sadat Mohammed Abdul Khaliq
Talent Acquisition
K12 Techno Services Pvt. Ltd, Bangalore

Yashika Pal <yashika1877@gmail.com> Thu, Jul 15, 2021 at 7:09 PM
To: Sadat Mohammed Abdul Khaliq <sadat.mohammed@orchids.edu.in>
Cc: Subhash Challure <subhashchallure@ibsindia.org>

Hello Sadat,

Trust you are doing well.

Thank you for giving me the opportunity. I gladly accept the offer and I am comfortable with the joining date.

Looking forward to working with you.

Regards,
Yashika Pal
[Quoted text hidden]

Yashika Pal <yashika1877@gmail.com> Fri, Jul 16, 2021 at 12:35 PM
To: Sadat Mohammed Abdul Khaliq <sadat.mohammed@orchids.edu.in>
Cc: Subhash Challure <subhashchallure@ibsindia.org>, hrops.corporate@orchids.edu.in, marshal.george@orchids.edu.in, krina.vora@orchids.edu.in

Hello Sadat,

Trust you are doing well.

Thank you for giving me the opportunity. I gladly accept the offer and I am comfortable with the joining date.

Looking forward to working with you.

Regards,
Yashika Pal

On Thu, Jul 15, 2021 at 3:06 PM Sadat Mohammed Abdul Khaliq <sadat.mohammed@orchids.edu.in> wrote:
[Quoted text hidden]

Nandini <nandini@orchids.edu.in> Fri, Jul 16, 2021 at 12:47 PM
To: Yashika Pal <yashika1877@gmail.com>
Cc: Sadat Mohammed Abdul Khaliq <sadat.mohammed@orchids.edu.in>, Subhash Challure <subhashchallure@ibsindia.org>, "HRops.corporate" <hrops.corporate@orchids.edu.in>, Marshal <marshal.george@orchids.edu.in>, Krina Vora <krina.vora@orchids.edu.in>

Looking forward to having you onboard Yashika!

--
Thanks & Regards
Nandini Bajpai
Manager - Human Resources
Ph: 6364899692

[Quoted text hidden]

SPROUTECH SOLUTIONS PRIVATE LIMITED

CIN: U74900DL2015PTC285360
Reg. Address: D-802, Pavitra Apartments, Vasundhara Enclave, Delhi-110096
Ph. No. 84-4849-5959

PRE-JOINING TRAINING AND PLACEMENT AGREEMENT

This Prejoining Training and Placement Agreement is entered into effective as of **July 05, 2021** by and between Sproutech Solutions Private Ltd. having its office at **Gurugram, Haryana** which expression shall include authorized representative(s) unless excluded by or repugnant to the context or meaning thereof and **Ankita Singh** hereinafter refers to as '**First Party' or 'Lawyered'** and **Prashaanth S** '**the Intern'** or '**Second Party'**) having postal address at D3, Athreya Srinivas, No.2,8th Street Nanganallur, Chennai 600061 S/O Sankara Narayanan R completed MBA course from the IBS - Hyderabad (batch 2019-21)

1. Duration of the Internship.

In Accordance with the policy of our company, your internship shall last for **30** number of working days i.e., **1** month(s) subject to extension with a prior written intimation as may be applicable.

a) This shall be for the designation of (**Intern – Business Development**) in the department of **Sales** under the authorized designated manager/representative.

b) This initial relationship between the intern and the Lawyered shall commence and end on the dates mentioned below as per Section 1(c) of this Agreement and shall remain to be of temporary nature. Meaning thereby, the intern shall not enjoy the rights and privileges of the full time employees.

c) This Internship shall commence on **07.05.21** and end on **08.05.21**.

2. Incentives.

Upon successful completion of the internship programme as per Section 3 of this Agreement undermentioned, the intern shall be released from the temporary employment and shall be offered with an employment letter/agreement as may applicable. The Incentives of Rs. 15,000 INR (Fifteen Thousand only) shall be given along with the first payroll once the person herein question accepts the offered employment as required.

3. Internship program obligations.

a) working hours 10am - 6pm;
b) working days (Monday - Saturday);
c) No leave, if may it shall be the basis of prior intimidation and subsequent approval.
d) Key responsibilities and task/assignments:

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e) Daily basis work report submissions to your designated authority/manager/representative as may be instructed on this behalf;
f) Diligently handle information shared or provided to you by means of furnishing training materials to you, in particular tools, supplied depending on the working environment department wise and any other relevant information which may be shared with you that is essentially necessary for the purpose of Internship;

g) The intern shall strive to complete the task assigned to him/her and shall serve the purpose of his/her internship programme;

h) Shall always carry the attitude and character of high morals and ethics;

i) Shall handle tools, machinery and other equipment with due care and use them only for the work he/she has been assigned;

j) Shall not reveal any trade secrets or confidential information or store any information of the written records of the internship programme;

k) Shall not engage itself in any form of relationship with any competitor of the Lawyered directly or indirectly;

l) Shall be duty bound at all times to comply with Company's rules and regulations and ethics policy;

m) Shall towards the end of the internship give us a declaration that all information has been completely destroyed or returned to Lawyered and he/she has not stored the same in any form or manner.

4. Premature termination of the internship program.

a) Incase where the intern is not able to complete this internship programme his/her relationship with the Lawyered shall stand terminated with an immediate effect and the intern shall lose all his/her claims against the Company.
b) Incase where the intern is able to continue the internship programme as mentioned herein but is involved or participate(s) in any act which is contrary to the Lawyered's policies shall be subject to disciplinary actions and immediate termination as per Section 4 (a) read in line with this subsection. Lawyered, do not tolerate any misbehavior, misconduct whatsoever nature they may be and would like to maintain a peaceful and safe environment for all.

5. Intern-joining Premises (offline/online)

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Ph. No. 84-4849-5959

a) The Intern-joining shall be held at UG-006, MGF Metropolis Mall, MG-Rd, Gurugram but considering the pandemic situation and contingencies attached we are offering the same via virtual mode.

b) You shall be expected to have internet speed of **50 Mbps**, and proper network connectivity.

c) Availability of your's during working hours in a working day must be of essential nature and any absence for more than twenty hours without prior intimation shall be concluded as termination of the relationship at will which shall not make you eligible for making claims against the Lawyered whatsoever.

d) You shall be governed by the Bring Your Own Device (BYOD) Policy and in furtherance to this by the virtue of the relationship arranged so far you may be given access to the Lawyered's administrative platforms, tools etc,.

e) You shall also be asked to install company integrated software solutions that would require monitoring of the working activities of the intern in question during the working hours applicable in working days of course.

6. Employment Offer.

a) Lawyered commits that, if the intern accepted by Lawyered under its internship program, will offer the intern with the Employment offer subject to the 3 months' probation which will enhance the skills of the Intern(s) with the goal of matching the required skills in the legal-tech market industry. The offer is for the intern(s) who shall successfully complete of their internship program offered by us, the intern(s) shall be released with the internship completion certificate which shall acknowledge the same alongwith the employment offer from us in the department matching the skill-set of the intern(s) and requirement of the department subject to. Intern agrees to understand that each prospective department of the Lawyered may perform its own interviews and subject each one to its own complete due diligence process. Therefore, prospective department authorities may decline to offer a position to the intern as the result of their prospective due diligence or for other reasons which is sufficient to declare them unfit for the role based upon their performance(s). Lawyered may attempt to provide a chance by giving them a chance once more to complete their internship programme in order to improve performance within prospective departments under it and join Lawyered successfully.

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b) Intern(s) acknowledge and agree that Lawyered is not assuring the Intern(s) that it offers any confirmed position to the Intern unless they complete their internship programme successfully.

c) Lawyered commitment is limited to the successful completion of the internship programme so that intern(s) can be absorbed under its company and refer to its respective department(s).

7. No Application Fees.

a) Lawyered does not charge any application fees for the internship programme or neither there is any hidden cost attached. The Internship Programme cost is borne by the Lawyered. The Intern(s) are only required to participate sincerely in the internship program and complete it successfully so that he/she can be referred directly to the concerned department to roll out with the full time employment offer subjecting to applicable terms and conditions in compliance with company policies.

b) Intern(s) acknowledges and agrees that his or her acceptance into Lawyered internship program and employment offer is conditional upon the undermentioned:
i) no application or any hidden fees charged by Lawyered.
ii) pre-job training programme cost is borne by Lawyered.
iii) successful completion of the internship programme will lead to a full time employment offer from Lawyered.
iv) probationary period of three months with three paid leave(s).
v) terms and conditions to become eligible for the full term employment offer letter has been read and understood, and shall not make the intern eligible by means of mere participation of the internship programme in compliance with the provisions mentioned in this Agreement.

8. Investigation and Information.

Intern(s) represents and warrants that he/she has provided, and will continue to provide, complete, accurate, and necessary information regarding intern's qualifications and background. The Intern(s) has provided Lawyered with satisfactory evidence of his or her identity which includes, but is not limited to, a true and correct copy of the AADHAR CARD or birth certificate, and a resume/curriculum vitae where such were requested along with any other document by Lawyered. The Intern(s) has provided full and accurate information to Lawyered regarding all prospective employers to whom the Intern(s) has already approached or been referred to through an agency other than the Lawyered if applicable.

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Ph. No. 84-4849-5959

9. Cooperation.

If contacted by prospective departments of the Lawyered, the intern will cooperate fully in scheduling and appearing for confirmed interviews.

10. Intern(s) conduct and professionalism.

The Intern(s) has not and will not engage in any conduct that:

a) is detrimental to the interests of the Lawyered;
b) would negatively affect Lawyered' relationship or position in the legal sector or related industry;
c) will bring disrepute or negatively affect Lawyered' general reputation or business standing, or
d) will negatively impact Intern's reputation or qualification for prospective employment with Lawyered.

11. Receipt of Offer of Employment.

In the event that the Intern is offered to employment by Lawyered, and the Intern(s) receives an offer of employment (whether as an employee, consultant, independent contractor, or otherwise), the intern(s) shall inform their College/University/Institution immediately of the offer and of the full details of the offer, including a copy of the offer letter if so requested by it. The Intern is free to accept or reject any position offered by Lawyered. It is mandatory on part of the selected intern to submit with a **No Objection Certificate** certified by the concerned College/University/Institute of the intern to join for the internship programme without any academics overlap.

12. Costs and Expenses of Interviews.

The Intern shall be solely responsible for the costs of travel and any other expenses incurred in attending interviews or other meetings as may be applicable, and also in providing proof of qualifications in connection with Lawyered' attempts to place the Intern(s) with a prospective department(s) in its Company matching skills set and areas of interest.

13. No Relation to Agency.

The Intern is not employed by Lawyered, and is not eligible to participate in any benefit plans of Lawyered

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under any circumstances. Nothing in this agreement shall be construed as creating the relationship of principal and agent, joint venturers, or employer and employee, between Lawyered and the Intern(s).

14. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given :

a) when received if delivered personally or
b) the next day if delivered overnight by commercial delivery service, or
c) when send from or received over email at info@lawyered.in

If to the **Sproutech Solutions Private Limited**:
Address : UG-006, MGF Metropolis Mall, MG-Rd, Gurugram

If to the **Interns**:
Address :

15. Miscellaneous:

a) This Agreement constitutes the full and complete understanding of the agreement of the parties, and shall be binding upon the heirs, personal representatives, successors, and assigns thereof, and supersedes any prior agreement in the premises. Notwithstanding any other provision of this Agreement, neither party may assign his, her or its rights or delegate his, her or its duties or obligations hereunder without the prior written consent of the other party, except that Lawyered may assign its rights and obligations hereunder if required.

b) This Agreement will be governed by and enforced in accordance with the laws of the nation. The Parties agree that the courts of Gurugram, Haryana-India shall have the exclusive jurisdiction over any litigation brought or arising out of this Agreement.

c) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

d) If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

e) References in this Agreement to the masculine, feminine or neuter gender, and the singular or plural number, will each be deemed to include the others whenever the context so indicates.

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f) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and should the language of any provision of this Agreement subsequently prove to be ambiguous, misleading or contrary to rule of law or statute, it will not be construed adversely against one of the parties hereto because that party or its attorney drafted the provision.

IN WITNESS THEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

By:FIST PARTY
……...(Signature)

Print Name: ……...

Title: ……...

Address: …….
…….
…….

By:SECOND PARTY
……S.Prashaanth……...(Signature)

Print Name: …Prashaanth S ……...

Title: ……Intern……...

Address: D3, Athreya Srinivas…….
……No.2,8th Street…….
……Nanganallur, Chennai 600061…….

Witness:

a) Name of the University/Institute/College
b)Department of ___
c)Name of the Signatory authority
d)designation
e) Signature of the Signatory Authority
d)Date

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor
Commerce @ Mantri 12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bengaluru 560076
Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

Reference ID: 115560

02 August 2021

Reshmareddy Jannapureddy

Dear Reshmareddy,

We are pleased to offer you employment in the position of Expert Services Associate with Oracle Solution Services (India) Private Limited ("Oracle"). Your base of operation is BENGALURU, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR 588,626.00 payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 5.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

The break-up of Total Gross compensation is given below:

Components	Amount (INR) p.a
A. Basic salary	246,254.00
B. Flexible Benefit Plan (FBP) **	300,977.00
C. Annual Gross Pay AGP (A+B)	547,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**588,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure *"Employment Agreement & Employment Benefits"*

The Company may, at any time, review and/or restructure the Compensation Package.

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor
Commerce @ Mantri 12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bengaluru 560076
Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest.

In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

International transfers may be subject to a background check, depending on their function and location, and applicable laws and regulations, provided they did not go through the screening process when they were originally hired at Oracle. In some countries, local laws and regulations and local Oracle policy may prohibit the screening of merger and acquisition employees.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process. If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for 2 weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Holly Dellacasa (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within 2 weeks from the date hereof.

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor
Commerce @ Mantri 12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bengaluru 560076
Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

Yours Sincerely,
For and on behalf of Oracle Solution Services (India) Private Limited

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

graviti
pharma

Offer of Employment

Dated: 27-JUL-2021

Dear Ms. Shanthi Kavya Sundari

Congratulations…!!

We are pleased to confirm our offer of employment to you at **Graviti Pharmaceuticals Pvt. Ltd**, (a group company of Yashoda Healthcare Services) at our Hyderabad facility. We have great confidence in your abilities and feel you will be able to make an outstanding contribution to our organization.

You will be paid a Consolidated Salary of Rs.**5,00,000**/- (Rupees Five Lakh).

A detailed appointment letter will be issued at the time of your joining with us.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Kindly intimate your acceptance for this offer immediately- failing which this offer stands withdrawn automatically. Also indicate your probable date of joining, which should not be later than 90 days, from the day of this offer.

Yours Sincerely,

Authorized Signatory

Graviti Pharmaceuticals Pvt.Ltd.

graviti
pharma

Terms and Conditions:

1. The employee is under a work agreement for _____ years
2. This offer is conditional upon satisfactory verification of your qualifications and work experience. All mandatory documents are to be submitted/given for verification within **one month** from the date of joining, failing which, the company reserves the right to revoke this offer.
3. The employee shall join the company by DD.MM.YY
4. All employees, irrespective of designation shall serve a notice period of 3 months post the date of resignation

ACCEPTANCE BY THE EMPLOYEE:

I, _____, have read and understood this letter and the same is acceptable to me.

Date: _____

Signature of the employee: _____

graviti
pharma

Offer of Employment

Dated: 27-JUL-2021

Dear Mr. L Rajeshwar Reddy

Congratulations…!!

We are pleased to confirm our offer of employment to you at **Graviti Pharmaceuticals Pvt. Ltd**, (a group company of Yashoda Healthcare Services) at our Hyderabad facility. We have great confidence in your abilities and feel you will be able to make an outstanding contribution to our organization.

You will be paid a Consolidated Salary of Rs.**5,00,000**/- (Rupees Five Lakh).

A detailed appointment letter will be issued at the time of your joining with us.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Kindly intimate your acceptance for this offer immediately- failing which this offer stands withdrawn automatically. Also indicate your probable date of joining, which should not be later than 90 days, from the day of this offer.

Yours Sincerely,

Authorized Signatory

Graviti Pharmaceuticals Pvt.Ltd.

graviti
pharma

Terms and Conditions:

1. The employee is under a work agreement for _____ years
2. This offer is conditional upon satisfactory verification of your qualifications and work experience. All mandatory documents are to be submitted/given for verification within **one month** from the date of joining, failing which, the company reserves the right to revoke this offer.
3. The employee shall join the company by DD.MM.YY
4. All employees, irrespective of designation shall serve a notice period of 3 months post the date of resignation

ACCEPTANCE BY THE EMPLOYEE:

I, _____, have read and understood this letter and the same is acceptable to me.

Date: _____

Signature of the employee: _____

Ref no: - 1/2021-22 (48)

Date: 28/07/2021

To,

Mr. Arunava Biswas.

193/1, Purba Sinthee Bye Lane,

Dumdum, Kolkata – 700030.

Subject: Offer letter

Congratulations!!

We are pleased to affirm your employment with **PROPERTY CLOUD REALTY SPECIFIER PVT LTD**, Designate as **Sales Executive** effective **August 2nd 2021,** on the following terms and conditions.

1. Your Compensation will commence as per the confirmation from the company. You will be bound by all the rules and regulations of the company which are in force from time to time. Date of joining will be informed shortly.
2. Compensation: **Rs 5,22,000/-** consolidated and apprehensive (CTC), subject to deductions and withholdings as applicable and required by local, state and union statutes as and such other applicable contributions if any. The total will be given on 7Th day of every month. **Monthly Compensation will be having effect of Covid-19 deductions till the Lock down persist.**
3. Travelling Expense will be reimbursed for 4-Wheeler at actuals for official work only @Rs 5/ Km and 2-Wheeler will be claimed @Rs 3/Km. If Vehicle is CNG then CNG bills has to be submit. There will be no reimbursement considered for travelling done from Residence to office or office to Residence.
4. Your Employment in the first instance will be up to 6 months' Probation. This period is liable to be extended for a further period at the sole discretion of the management depending on the assessment of your overall performance.
5. During this initial period, your employment can be terminated without any notice and without assigning any reason whatsoever.
6. 6 days working with 1 day flexible off in a week.
7. If the employee reports after 10:00am he will be marked as late which will affect the employment period which can extend to 1 day off for 3 late marks (in a month) and after 3 late marks every late mark is considered as off. If the employee reports after 11am then it's a half day.

8. No leaves are allowed during the employment period if there comes a genuine situation the candidate needs to inform the concerned authority maximum 2 days prior for the leave.
9. Under any circumstances, if you are terminated / leave organization without prior notice of 30 days then you're not eligible to get a **Certificate/relieving letter, salary and incentives/performance incentives.**
10. Your assignments are liable for inter/intra departmental transfer at the discretion of management.
11. You will submit two copy of your recent passport size photograph and Xerox copies of Pan Card, Adhar Card, address proof, education and experience certificate on your commencement of your employment.
12. You will not engage in any work similar in nature to that of the company and / or in which you may for the time being engaged by the company and / or engage yourself anywhere in any work, profession or employment in any capacity either honorary or otherwise, without the prior approval from the management.
13. You are not allowed to create your own RERA ID and do business either with your colleagues or with the clients. If found doing such inappropriate practices, strict legal action will be taken against the same and will be terminated from the company. You will not be eligible for any kind of remuneration.
14. You will not at any time publish, divulge, disclose or part any secrets of the company or information about its affairs or its clients that may come to your knowledge or possession during the course of your assignment. From the day of joining till the last working day you will not communicate any wrong or inappropriate information through message, whatsapp chat or social media against the company. However, strict legal action will be taken against the same.
15. You will not at any time during the tenure of your assignment with the company offer services or advice to any person directly or indirectly, which may harm the interests of the company.
16. Employees TDS (Tax deducted at source) will be deducted as per under section 192 of Income Tax Act, 1961 if applicable.
17. You will maintain a high standard of discipline, efficiency, integrity and will extend your fullest co-operation to your colleagues and supervise the sub-ordinates working under you to the best of your ability.
18. On all matters you will be reporting to the concerned authorities or such other person as may be designated for the purpose.
19. You are expected to share most cordial interpersonal relations with your colleagues.
20. You will be whole heartedly devoted to the company's work and maintain high levels of integrity and loyalty. You are expected to positively contribute towards increasing the earnings of company and / or in reducing the cost / expenses you will foster team spirit and direct your efforts in building up goodwill and image of the company.
21. The company may change, alter, vary, amend, add to or delete from any or all of the terms and conditions of this letter of offer.

Salary Structure:	P.M	P. A
Basic salary	25000	300000
Telephone allowance	1000	12000
Bonus (once in year performance basis)		30000
Other allowances (once in year)		12000
Sales incentives (Performance based)	6500	78000
Project incentive (Performance based)	5000	60000
Presales incentive (Performance based)	2500	30000
Total CTC	**40000**	**522000**

If the above mentioned terms and conditions are acceptable to you, kindly sign the duplicate copy of this letter in token of your acceptance and return the same to us.

For **Property Cloud Realty Specifier Pvt Ltd**

Property Cloud Realty Specifier Pvt. Ltd. Mumbai

Sign & Date: .....

Offer as Above Acceptance

HINDUJA HOUSING FINANCE

Date :24-Jul-2021 **OPN NUMBER : 2122COCOCOHFOPN00023**

To,

MR.KAUSHIL PARAB,

BUILDING NO A3,ROOM NO 02 BHIMASHANKAR CHS SECTOR 19A,NERUL(E) NAVI MUMBAI 400706

Subject: Offer for the Position of MANAGEMENT TRAINEE

Dear MR.KAUSHIL PARAB,

Welcome to Hinduja Housing Finance.

With reference to your application and subsequent interviews you have had with us, we are pleased to offer you a position in our organization on the following terms and conditions.

Place of Work	**CORPORATE**
Designation	**MANAGEMENT TRAINEE**
Joining Date	**02-Aug-2021**
Reporting to	**Mr.VIVEK KANNAN, COO**

Cost to Compensation(CTC): Rs. 500001/- (Rupees Five Lakh One only).

Your compensation is strictly confidential and may not be shared with anyone or used as an instrument to negotiate any other offers.

Probation: You will be on probation for a period of six months from your date of joining the Company. During the period of probation, your employment can be terminated without any notice or assigning any reasons thereof on either side. On confirmation, your employment can be terminated by three months' notice or pay in lieu thereof on either side.

Hours of work: You will observe such hours of work weekly or other holidays, as may be observed by the department in which you are placed from time to time

Transferability: You may be employed at any of the establishments of the company and your services will be subject to inter- departmental or inter- establishment transfers, temporarily or permanently.

Holidays/Leave: Besides employer’s declared holidays, employee is eligible for leaves as per the company’s leave policy

Provident Fund: You will be participating in Statutory Provident Fund deduction. The Company will contribute a monthly amount equivalent to your contribution @ 12% of your basic salary. This is inclusive of statutory remittance by the company towards Employee Pension Scheme maintained with the Regional Provident Fund Commissioner.

Gratuity: You will be entitled to receive Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

Insurance: You will be covered under our GMC, GPA Insurance Scheme as per rules in force.

Retirement Age : 58 years

Your employment is governed by the rules, regulations, policies and Code of Conduct of the Company, force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has the sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

This offer is valid till 02-Aug-2021, and would request you to return us the enclosed duplicate of this letter after signing in the space marked below as a token of your formal acceptance of the foregoing terms and conditions.

At the time of joining us, you are requested to produce all the documents as per the Annexure - A to complete your joining formalities.

We hope that this will be the beginning of a long and mutual satisfactory association between us.

HINDUJA HOUSING FINANCE

Annexure – I	
Name	MR.KAUSHIL PARAB
Designation	MANAGEMENT TRAINEE
Grade	MT
Location	CORPORATE
Salary Components	
BASIC	21,002
HRA	10,501
CONVEYANCE	800
LTA	1,750
MEDICAL ALLOWANCE	1,250
SPECIAL ALLOWANCE	834
FOOD ALLOWANCE	2,000
Gross Total	38,137
Sub Total A	457,644
PERFORMANCE PAY **	0
Sub Total B	0
Retirals (Company contribution) :	
PF	30,240
Gratuity	12,117
Sub Total 'C'	42,357
Total Fixed CTC per annum 'A'+'B'+'C'	500,001
Total CTC Including Variable Pay	500,001

Yours faithfully

For HINDUJA HOUSING FINANCE LIMITED,

Authorized Signatory

I accept the offer for the position as mentioned above with the offered salary package & terms and conditions as communicated to me at the time of offer rollout.

Signature of the Employee

Annexure – A

The following documents / information need to be furnished at the time of joining-

Sl. #.	Particulars
1	* 5 Color Passport-size latest Photographs
2	1 Color latest photographs of Family (Dependents for ESI) (if and as applicable)
3	Photocopies of your 10th / 12th / Diploma / Degree Mark Sheets & Certificates
4	* Photocopy of your Age, Address and ID Proof
5	Photocopy of your Passport (first 2 and last 2 sheets)
6	* Photocopy of your PAN Card
7	* Photocopy of experience letter from your previous organization
8	Photocopy of relieving order from your previous organization
9	* Salary Proof – Photocopy of your salary certificate from the previous employer or your pay slip(last 3 months) and bank statements(last 3 months)
10	Blood Group information – Your, Spouse and 2 children (as applicable)
11	Medical Certificate and Reports as per Annexure B. You will be reimbursed Rs.1600/- for medical checkup. (originals to be submitted to company on or before joining date

* All these documents are mandatory

** All relevant original documents also to be furnished; would be returned after verification

Annexure B

PRE-EMPLOYMENT MEDICAL CHECK UP FORM

TO BE DONE AT SRL DIAGNOSTICS ONLY

Date 24-Jul-2021

To

Employee Name MR.KAUSHIL PARAB

Designation MANAGEMENT TRAINEE

Kindly get yourself checked medically for the following.

Basic Health Screening

Haemogram (TC,DC, Hb, PCV, platelet count)

Blood group & Rh Type

Peripheral smear

Urine Exam

Stool Exam

Fasting Blood Sugar

Post prandial blood sugar

Urea

Creatinine

Lipid profile

Resting ECG

X-Ray Chest

Please submit the medical checkup report originals to the undersigned on your joining date.

HINDUJA HOUSING FINANCE

Date :24-Jul-2021 **OPN NUMBER : 2122COCOCOHFOPN00022**

To,

MR.ANUJ BHALCHANDRA SOMAN,

C-314 CHANDRAVADAN SOCIETY, GANESHWADI, PANCHPAKHADI, THANE (W) 400601

Subject: Offer for the Position of MANAGEMENT TRAINEE

Dear MR.ANUJ BHALCHANDRA SOMAN,

Welcome to Hinduja Housing Finance.

With reference to your application and subsequent interviews you have had with us, we are pleased to offer you a position in our organization on the following terms and conditions.

Place of Work	**CORPORATE**
Designation	**MANAGEMENT TRAINEE**
Joining Date	**02-Aug-2021**
Reporting to	**Mr.VIVEK KANNAN, COO**

Cost to Compensation(CTC): Rs. 500001/- (Rupees Five Lakh One only).

Your compensation is strictly confidential and may not be shared with anyone or used as an instrument to negotiate any other offers.

Probation: You will be on probation for a period of six months from your date of joining the Company. During the period of probation, your employment can be terminated without any notice or assigning any reasons thereof on either side. On confirmation, your employment can be terminated by three months' notice or pay in lieu thereof on either side.

Hours of work: You will observe such hours of work weekly or other holidays, as may be observed by the department in which you are placed from time to time

Transferability: You may be employed at any of the establishments of the company and your services will be subject to inter- departmental or inter- establishment transfers, temporarily or permanently.

Holidays/Leave: Besides employer's declared holidays, employee is eligible for leaves as per the company's leave policy

Provident Fund: You will be participating in Statutory Provident Fund deduction. The Company will contribute a monthly amount equivalent to your contribution @ 12% of your basic salary. This is inclusive of statutory remittance by the company towards Employee Pension Scheme maintained with the Regional Provident Fund Commissioner.

Gratuity: You will be entitled to receive Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

Insurance: You will be covered under our GMC, GPA Insurance Scheme as per rules in force.

Retirement Age : 58 years

Your employment is governed by the rules, regulations, policies and Code of Conduct of the Company, force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has the sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

This offer is valid till 02-Aug-2021, and would request you to return us the enclosed duplicate of this letter after signing in the space marked below as a token of your formal acceptance of the foregoing terms and conditions.

At the time of joining us, you are requested to produce all the documents as per the Annexure - A to complete your joining formalities.

We hope that this will be the beginning of a long and mutual satisfactory association between us.

HINDUJA HOUSING FINANCE

Annexure – I	
Name	MR.ANUJ BHALCHANDRA SOMAN
Designation	MANAGEMENT TRAINEE
Grade	MT
Location	CORPORATE
Salary Components	
BASIC	21,002
HRA	10,501
CONVEYANCE	800
LTA	1,750
MEDICAL ALLOWANCE	1,250
SPECIAL ALLOWANCE	834
FOOD ALLOWANCE	2,000
Gross Total	38,137
Sub Total A	457,644
PERFORMANCE PAY **	0
Sub Total B	0
Retirals (Company contribution) :	
PF	30,240
Gratuity	12,117
Sub Total 'C'	42,357
Total Fixed CTC per annum 'A'+'B'+'C'	500,001
Total CTC Including Variable Pay	500,001

Yours faithfully

For HINDUJA HOUSING FINANCE LIMITED,

Authorized Signatory

I accept the offer for the position as mentioned above with the offered salary package & terms and conditions as communicated to me at the time of offer rollout.

Signature of the Employee

Annexure – A

The following documents / information need to be furnished at the time of joining-

Sl. #.	Particulars
1	* 5 Color Passport-size latest Photographs
2	1 Color latest photographs of Family (Dependents for ESI) (if and as applicable)
3	Photocopies of your 10th / 12th / Diploma / Degree Mark Sheets & Certificates
4	* Photocopy of your Age, Address and ID Proof
5	Photocopy of your Passport (first 2 and last 2 sheets)
6	* Photocopy of your PAN Card
7	* Photocopy of experience letter from your previous organization
8	Photocopy of relieving order from your previous organization
9	* Salary Proof – Photocopy of your salary certificate from the previous employer or your pay slip(last 3 months) and bank statements(last 3 months)
10	Blood Group information – Your, Spouse and 2 children (as applicable)
11	Medical Certificate and Reports as per Annexure B. You will be reimbursed Rs.1600/- for medical checkup. (originals to be submitted to company on or before joining date

* All these documents are mandatory

** All relevant original documents also to be furnished; would be returned after verification

Annexure B

PRE-EMPLOYMENT MEDICAL CHECK UP FORM

TO BE DONE AT SRL DIAGNOSTICS ONLY

Date 24-Jul-2021

To

Employee Name MR.ANUJ BHALCHANDRA SOMAN

Designation MANAGEMENT TRAINEE

Kindly get yourself checked medically for the following.

Basic Health Screening

Haemogram (TC,DC, Hb, PCV, platelet count)

Blood group & Rh Type

Peripheral smear

Urine Exam

Stool Exam

Fasting Blood Sugar

Post prandial blood sugar

Urea

Creatinine

Lipid profile

Resting ECG

X-Ray Chest

Please submit the medical checkup report originals to the undersigned on your joining date.

HINDUJA HOUSING FINANCE

Date :24-Jul-2021 **OPN NUMBER : 2122COCOCOHFOPN00021**

To,

MS.AKSHITHA RAMAMOORTHY,
NO.134 RAM NAGAR MAIN ROAD MANNIVAKKAM CHENNAI

Subject: Offer for the Position of MANAGEMENT TRAINEE

Dear MS.AKSHITHA RAMAMOORTHY,

Welcome to Hinduja Housing Finance.

With reference to your application and subsequent interviews you have had with us, we are pleased to offer you a position in our organization on the following terms and conditions.

Place of Work	**CORPORATE**
Designation	**MANAGEMENT TRAINEE**
Joining Date	**02-Aug-2021**
Reporting to	**Ms.KRISHNA KUMAR, DEPUTY VICE PRESIDENT**

Cost to Compensation(CTC): Rs. 500001/- (Rupees Five Lakh One only).

Your compensation is strictly confidential and may not be shared with anyone or used as an instrument to negotiate any other offers.

Probation: You will be on probation for a period of six months from your date of joining the Company. During the period of probation, your employment can be terminated without any notice or assigning any reasons thereof on either side. On confirmation, your employment can be terminated by three months' notice or pay in lieu thereof on either side.

Hours of work: You will observe such hours of work weekly or other holidays, as may be observed by the department in which you are placed from time to time

Transferability: You may be employed at any of the establishments of the company and your services will be subject to inter- departmental or inter- establishment transfers, temporarily or permanently.

Holidays/Leave: Besides employer’s declared holidays, employee is eligible for leaves as per the company’s leave policy

Provident Fund: You will be participating in Statutory Provident Fund deduction. The Company will contribute a monthly amount equivalent to your contribution @ 12% of your basic salary. This is inclusive of statutory remittance by the company towards Employee Pension Scheme maintained with the Regional Provident Fund Commissioner.

Gratuity: You will be entitled to receive Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

Insurance: You will be covered under our GMC, GPA Insurance Scheme as per rules in force.

Retirement Age : 58 years

Your employment is governed by the rules, regulations, policies and Code of Conduct of the Company, force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has the sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

This offer is valid till 02-Aug-2021, and would request you to return us the enclosed duplicate of this letter after signing in the space marked below as a token of your formal acceptance of the foregoing terms and conditions.

At the time of joining us, you are requested to produce all the documents as per the Annexure - A to complete your joining formalities.

We hope that this will be the beginning of a long and mutual satisfactory association between us.

HINDUJA HOUSING FINANCE

Annexure – I	
Name	MS.AKSHITHA RAMAMOORTHY
Designation	MANAGEMENT TRAINEE
Grade	MT
Location	CORPORATE
Salary Components	
BASIC	21,002
HRA	10,501
CONVEYANCE	800
LTA	1,750
MEDICAL ALLOWANCE	1,250
SPECIAL ALLOWANCE	834
FOOD ALLOWANCE	2,000
Gross Total	38,137
Sub Total A	457,644
PERFORMANCE PAY **	0
Sub Total B	0
Retirals (Company contribution) :	
PF	30,240
Gratuity	12,117
Sub Total 'C'	42,357
Total Fixed CTC per annum 'A'+'B'+'C'	500,001
Total CTC Including Variable Pay	500,001

Yours faithfully

For HINDUJA HOUSING FINANCE LIMITED,

Authorized Signatory

I accept the offer for the position as mentioned above with the offered salary package & terms and conditions as communicated to me at the time of offer rollout.

Signature of the Employee

Annexure – A

The following documents / information need to be furnished at the time of joining-

Sl. #.	Particulars
1	* 5 Color Passport-size latest Photographs
2	1 Color latest photographs of Family (Dependents for ESI) (if and as applicable)
3	Photocopies of your 10th / 12th / Diploma / Degree Mark Sheets & Certificates
4	* Photocopy of your Age, Address and ID Proof
5	Photocopy of your Passport (first 2 and last 2 sheets)
6	* Photocopy of your PAN Card
7	* Photocopy of experience letter from your previous organization
8	Photocopy of relieving order from your previous organization
9	* Salary Proof – Photocopy of your salary certificate from the previous employer or your pay slip(last 3 months) and bank statements(last 3 months)
10	Blood Group information – Your, Spouse and 2 children (as applicable)
11	Medical Certificate and Reports as per Annexure B. You will be reimbursed Rs.1600/- for medical checkup. (originals to be submitted to company on or before joining date

* All these documents are mandatory

** All relevant original documents also to be furnished; would be returned after verification

Annexure B

PRE-EMPLOYMENT MEDICAL CHECK UP FORM

TO BE DONE AT SRL DIAGNOSTICS ONLY

Date 24-Jul-2021

To

Employee Name MS.AKSHITHA RAMAMOORTHY

Designation MANAGEMENT TRAINEE

Kindly get yourself checked medically for the following.

Basic Health Screening

Haemogram (TC,DC, Hb, PCV, platelet count)

Blood group & Rh Type

Peripheral smear

Urine Exam

Stool Exam

Fasting Blood Sugar

Post prandial blood sugar

Urea

Creatinine

Lipid profile

Resting ECG

X-Ray Chest

Please submit the medical checkup report originals to the undersigned on your joining date.

M.Satyanarayana Goud <msngoud@ibsindia.org>

Fwd: Acuité Ratings & Research Limited_Career Offer -Aayushi Mehrotra

Aayushi Mehrotra <aayushimehrotra22@gmail.com> Mon, Aug 2, 2021 at 3:48 PM
To: msngoud@ibsindia.org

---------- Forwarded message ---------
From: **Fiona Fernandes** <hrrecruiter@acuite.in>
Date: Fri, Jul 30, 2021, 19:40
Subject: Acuité Ratings & Research Limited_Career Offer -Aayushi Mehrotra
To: aayushimehrotra22@gmail.com <aayushimehrotra22@gmail.com>
Cc: Loretta Fernandes <Loretta.Fernandes@acuite.in>, Vikrant Ahire <hr.admin@acuite.in>

Dear Aayushi,

This is with reference to your application and subsequent discussions with us. We thank you for your interest in pursuing your career with Acuité Ratings & Research Limited.

We are pleased to offer you the position of Management Trainee, Rating Operations.

The details of the offer are as below:

Annual CTC*	INR 6,05,099 /-
Location	Delhi
Date of Joining*	2nd August, 2021

**Annual CTC structure attached for reference.*

**Date of joining is subject to a clear background verification check.*

Please send us your confirmation that you understand these terms and conditions and you accept this offer.

Warm Regards,

Fiona Fernandes
Senior Executive - Human Resources
+91 9137290232

We help you decide

Acuité Ratings & Research Limited
SEBI Registered & RBI Accredited Credit Rating Agency

Head Office: A-812, The Capital, Bandra Kurla Complex, Mumbai – 400051
Boardline: +91 22 4929 4000 | **WhatsApp:** +91 99698 98000

Branch Offices: Delhi | Kolkata | Hyderabad | Bangalore | Ahmedabad

Download RatingsBuzz: IOS / Android | Follow us on LinkedIn | www.acuite.in

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About Acuité:

Acuité is a full-service Credit Rating Agency registered with the Securities & Exchange Board of India (SEBI). The company received RBI Accreditation as an External Credit Assessment Institution (ECAI) for Bank Loan Ratings under BASEL-II norms in the year 2012. Acuité has assigned ratings to various securities, debt instruments and bank facilities of entities spread across the country and across a wide cross section of industries.

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Aayushi Mehrotra_ANNEXURE 1.pdf
434K

Annexure 1			
Compensation Structure			
Name		Aayushi Mehrotra	
Designation		Management Trainee	
Function		Rating Operations	
Department		Corporate Sector Ratings	
Grade		S1	
Sr. No	Salary	Monthly (INR)	Annual (INR)
A	Basic Salary	19,600	235,200
B	House Rent Allowance	9,800	117,600
C	Special Allowance	9,604	115,242
D	Gross Salary	39,004	468,042
	Other Benefits		
E	PF - Employer's Contribution	2,352	28,224
F	Gratuity #1	942	11,308
G	Leave Encashment #2	817	9,800
H	Medical Insurance #3	425	5,099
I	Training Allowance #4	5,000	30,000
	Variable Pay		
J	Retention Bonus #5		52,627
K	Annual Fixed Base Salary	D+E+I	526,266
L	Annual Cost to Company	D+E+F+G+H+I+J	605,099
M	**Additional Benefits :**		
1	Group Personal Accident Insurance coverage as per Company's policy		
2	Group Term Life Insurance Coverage for Self as per Company's policy		
N	**Notes :**		
#1	You are entitled to Gratuity benefit as per provisions of ''Payment of Gratuity Act, 1972''. The amount is equivalent to 15 days basic salary on a base of 26 days in a month, for every completed year, subject to company policy.		
#2	Assumed at encashment of 15 days of leave, subject to leave balance available and company policy.		
#3	Group Medical Insurance coverage for self & dependents as per Company's policy		
#4	A training allowance upto a maximum of INR 5000/- per month (based on the number of days worked) shall be payable to the individual for a maximum period of six months from the effective date of the employment contract along with the monthly salary. This allowance is not linked to the period for which the employee remains under probation. The Company shall recover the entire amount of training allowance disbursed, in case the employee resigns from the services of the company or is asked to leave on account of disciplinary issues within six months following the effective date of the employment contract. On successful completion of six months of probation /training period, the monthly amount paid as training allowance will be added to the Gross salary under special allowance.		
#5	The payment of retention bonus is subject to the condition that employee completes 1 year of continuous employment with the company or its subsidiaries and achieves a minimum performance rating of 'Meets Expectation' at the end of the year. On completion of 1 year of continuous employment the retention bonus will be paid along with the salary for the next month subject to the condition that employee shall continue to be on the active rolls of the company on the date of disbursement (the term "active rolls of the company" means that the employee should be active on the payroll of the Company and should not be serving notice of resignation, suspension, termination or being under inquiry for compliance or legal breaches on or prior to such dates).		

Private & Confidential

July 30, 2021

Ms. Sakshi Srivastava,
93 A, Basant Vihar,
Faridi nagar, opp. Shiva public school
Indira nagar, Lucknow - 226015

Mobile Phone: +91 8187902136

Dear Sakshi

LETTER OF OFFER – EXECUTIVE – PRE-SALES

Its with great pleasure that we extend this offer for the role of **Executive – Pre-Sales** at Global PayEx. The whole team extends their congratulations and look forward to welcoming you onboard.

You will receive an **Annual CTC emolument** of **4,50,000 INR** and the breakup details of your monthly emoluments are shared on the following page.

As an employee of Global PayEx, you will also be eligible for other benefits like medical insurance, annual leaves & holidays, employee referral program and the like, as per the company policy.

We would like you to start with us on or before **August 02, 2021** and as agreed, you will be posted initially at your current location and report for work remotely. Please do discuss with us for any changes in your date of joining.

In the following page, you will find the additional details to know before starting with us along with the list of documents to be submitted as a part of joining formality.

We would like to have your response on this offer through a signed copy by **July 31, 2021.** We will also share your formal employment agreement upon acceptance of this offer and at the time of joining us. In the meantime, please feel free to contact us anytime, should you have any queries.

We are all looking forward to having you on our team.

Best regards,

Susan Joy
Head - Human Resources

4th Floor, B - Wing, Vasudev Chambers, Old Nagardas Road, Andheri (East), Mumbai - 400069
Off: +91 22 61381234 | Website: www.globalpayex.in | CIN : U72900MH2011PTC216912

1. Monthly emolument details:

Monthly Entitlements / Earnings	Amount in Rs.	Deductions	Amount in Rs.
Basic pay	12495	Professional Tax	200
DA	3570	Statutory deductions	* As applicable
HRA	7140	Income Tax	* As applicable
Con. All.	1785	Other deductions if any	* As applicable
Med All.	1785		
Other All.	8925		
Total	**35700**		
Employer Contribution of PF	1800		
Monthly CTC	**37500**		

Please note that this emolument will be liable for the tax deduction as applicable from time to time and is inclusive of your local travel expense.

2. There will be a probations period of six months from your date of joining us and formally confirmed on the successful completion of probation. The probation period may get extended in case the expectation of performance is not met or we may choose to end the contract, without a notice period.

3. Based on the organizational requirements at the time, your services are liable to be transferred to any of the other Functions/Offices of Global PayEx or any of its Associate/Subsidiary Companies or its Client sites across locations. Your placement in such cases will be as per the policies in existence at that time.

4. Please inform us in advance of any pre-existing medical conditions you may have and provide us with a fitness certificate/ medical report as attested by a registered doctor.

5. It is expected that you will follow the working hours and holidays observed by the Department/ Function you are assigned to. In case you are deployed at any of our Associate/ Client sites, your working hours and holidays will be as defined by those offices.

6. While you are employed with us, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with Global PayEx.

7. Global PayEx will retain the ownership of all intellectual properties generated during your employment as part of your duties or associated responsibilities. Unless permitted by an explicit agreement you are bound to keep such matters confidential.

8. All property of any nature belonging to Global PayEx, which shall come into your possession as a part of your employment with us or otherwise will be held by you as a trustee for the company and you shall return the same to the company at any time as required.

9. Should you decide to resign from your services at Global PayEx for any reason, you are required to provide a minimum notice period of two months. A formal hand over of the responsibilities then assigned to you and clearance thereof will be required before you are relieved.

10. In case you discontinue your association with us, you / your business associates will not work or have any dealings with regard to business or otherwise with our existing clients or those clients you shall bring in to Global PayEx during the period of your association with us, for a minimum period of twenty-four months.

11. You shall also ensure that you will not hire or use any kind of services from our existing employees or employees those who may join in Global PayEx during your association with the company, for minimum period of twenty-four months, in case you decide to discontinue your association with us.

12. Global PayEx may choose to terminate the employment agreement in case the execution of duties assigned to you is deemed unsatisfactory, at any time after confirmation, by giving you a notice of one month or payment in lieu of. If any of the details furnished by you before/ during association with us or breach of any of the above conditions, the agreement will be ended with no notice.

List of Documents/ information for submission :

Employment agreement (to be signed on joining)
Six copies of your recent photograph in passport size.
Grade 10th and Grade 12th or equivalent certificates and mark-sheets.
Certificates of all other relevant qualifications with Mark Sheets/ Transcripts.
Relieving Certificate from your last employer, if working, prior to joining us.
Experience letters & relieving letters of all the previous employment.
Valid Address proof and Photo ID proof with DoB

We request you to submit the above listed documents prior to your date of joining. In case of any pending documents, the same will need to be submitted within 07 days of your joining us. Do let us know in case of any concerns or clarifications you may have on the document listed above.

Please share the signed copy of this letter as token of your offer acceptance on or before **July 31, 2021.**

Once again Congratulations and we look forward to having you on our team.

For. Global PayEx Pvt. Ltd.

Susan Joy
Head - Human Resources

I have read the letter and accept all terms and conditions.

Sakshi Srivastava (Signature and Date)

DocuSign Envelope ID: 9E11FBAF-E0C4-4121-BF7F-E03C92D65615

Date: 01-Aug-2021

Dear: Ashutosh

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube， Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer and is subject to you passing all your examinations.

Your annual emoluments will be **INR 647,423 (Rupees Six Lakh Forty Seven Thousand Four Hundred Twenty Three Only)** on a totalcost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one twelfth of your annual fixed gross salary should you resign/express an intent to leave the company before completion of six months from your date of joining The Smart Cube.

Your promotion readiness will be assessed on the basis of your performance, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	**Salary Increment Eligibility**
October 2020 – March 2021	January 2022*
April 2021– September 2021	July 2022*
October 2021 – March 2022	January 2023*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your goals, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 14:00 on 02-Aug-2021, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

DocuSigned by:
Sushma Rana
6E8D160CF8FF4F7...

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Registered Office: Smartcube India Private Limited
37, Hauz Khas Village, New Delhi - 110016
CIN: U33119DL1999PTC99268

Level 6 Tower A
Windsor IT Park A1
Sector 125 Noida 201301
India

T +91 (120)450 8000
india@thesmartcube.com
thesmartcube.com

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
One Time Bonus*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***One Time Bonus**
This is a one-time payout of INR 30,000 to be paid in two equal instalments along with the 9th and 12th month salary. Your fixed gross salary will be considered during the annual increment process. The one-time bonus stands recoverable in case you decide to resign/leave the firm before completing 18 months from the date of joining The Smart Cube.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

DocuSigned by:
Sushma Rana
6E8D160CF8FF4F7...

ICICI Bank

PRIVATE AND CONFIDENTIAL

Reference No. - 1384043101
Applicant ID - 4175255

14-Feb-2021

Ijzaz Rohan

Dear Ijzaz,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme during the current academic year and submission of your certificate and mark sheet within 3 months of result announcement - which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked, which please take note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : anushka.jain@icicibank.com

Telephone No. : +91-9004495683

Yours sincerely,

ICICI Bank HR Team

ICICI Bank

PRIVATE AND CONFIDENTIAL

Reference No. - 1384043101
Applicant ID - 4175255

14-Feb-2021

Ijzaz Rohan

Dear Ijzaz,

We are pleased to make you an offer of appointment as Deputy Manager (Band II) in ICICI Bank. You will be placed in WEALTH MANAGEMENT at BENGALURU-INFOSYS II.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.
Commencement/Term:

- You shall be required to join our Bank on 08-Mar-2021.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- **IT Security Practice & Procedures**: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank

Ijzaz Rohan

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.

- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Ijzaz Rohan

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated

  - Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
    c) Any incorrect information furnished by you like:
       - Mismatch in your previous employment data even for a day
       - Mismatch in your previous pay slip
       - Fake qualification certificates etc; and
    d) Suppression of any material information by you.
    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Ijzaz Rohan

- **General:**
  - Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
  - You will be bound by the Rules and Regulations of the Bank.
  - You will keep us informed of any change in your residential address.
  - Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Gowtham Venkatesh
HR MANAGER

Digitally signed by GOWTHAM VENKATESH
Date: 2021.02.14 07:11:33 +05:30
Reason: Offer letter
Location: Mumbai

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Ijzaz Rohan 17/02/2021

Signature of Applicant

Ijzaz Rohan

Annexure:

Remuneration:

- Your Base Salary will be Rs. 198,000/- (Rupees One Lakh Ninty Eight Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,43,100/- (Rupees One Lakh Forty Three Thousand One Hundred only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 99,000/- (Rupees Ninety Nine Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 29,700/- (Rupees Twenty Nine Thousand Seven Hundred only) per annum.

Ijzaz Rohan

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/-(Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.
- You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Loans: Your overall loan entitlement is Rs.500,000/-(Rupees Five Lakh only) at an interest rate of 2.5%. The details of the ICICI Bank loan scheme are attached herewith.

Digitally signed by GOWTHAM VENKATESH
Date: 2021.02.14 07:11:34 +05:30
Reason: Offer Letter
Location: Mumbai

Ijzaz Rohan
17/02/2021
Signature of Applicant

ICICI Bank

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: **https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx**

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password.

Following documents (Photo copies) are required to be uploaded:

a) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)

b) Latest Curriculum Vitae

c) Passport size Photograph (against Red background)

d) Address proof (Passport/Voter id/Ration card)

e) PAN Card

f) Copy of appointment letter duly signed by you as acceptance of terms and conditions of appointment.

You are required to carry all original documents for verification on the day of joining.

ICICI Bank

Remuneration Details		
Name: Ijzaz Rohan		
Position: Deputy Manager (Band II)		
Group: RETAIL BANKING GROUP		
	Deputy Manager (Band II)	
	Monthly	Annual
Basic	16,500	198,000
HRA	8,250	99,000
Supplementary Allowance *	11,925	1,43,100
Superannuation Allowance **	2,475	29,700
Total	**39,150**	**4,69,800**
Retirals		
Retirals (PF, Gratuity) ***	3,354	40,248
Total CTC	**42,504**	**5,10,048**
Performance Linked Retention Pay #	5,833	69,996
Cost of Loans ##	4,167	50,004
Total (incl PLRP & Loans)	**52,504**	**6,30,048**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

Performance Linked Retention Pay payout would be as per the policy of the Bank. Please note that there is no minimum guaranteed payout.

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

Overall loan entitlement is Rs.5 Lakh @ an interest rate of 2.5%

Date : 14-Feb-2021

Digitally signed by GOWTHAM VENKATESH
Date: 2021.02.14 07:11:34 +05:30
Reason: Offer Letter
Location: Mumbai

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

ICICI Bank

Loan Scheme

You will be eligible for Rs. 500,000 (Rupees Five Lakh only) of education loan at the interest rate of 2.5% per annum. The following terms and conditions will be applicable.

Terms and conditions:

a) Sanction of loan will be at the sole discretion of the Management.

b) The tenure of repayment is 5 years. The monthly installment and interest will be recovered from monthly salary.

c) The entire loan outstanding will have to be repaid at the cessation of service.

d) In case of separation from bank's services, employee should settle full outstanding staff loans before the last working day. In case of delay in loan repayment under exceptional circumstances, either on account of being taken over by the new employer/bank/financial institution or on account of being paid out of retiral accumulation, commercial interest @ 24% p.a. will be charged from last working day till the date of repayment.

e) All new loans will require the beneficiary to provide a "guarantor" who would underwrite the loan in case of default. The employee and the guarantor need to complete the process of signing the 'Guarantee and Indemnity' form and also provide adequate income proof of Guarantor. Personal guarantor cannot be an existing employee of the Bank.

f) All loan disbursements shall be subject to the Bank fulfilling its requirement of obtaining critical information like PAN details, proof of permanent residential address, and copy of driving license and/or passport details.

g) Loan can be availed for only making payment to the existing Education Loan in any Bank/Financial Institution.

.....

IBS ICFAI BUSINESS SCHOOL

Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

Fwd: Offer Letter

Debashish Banerjee <debashishbanerjee2908@gmail.com> Mon, Aug 2, 2021 at 12:47 PM
To: Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

---------- Forwarded message ---------
From: **Team HR** <notifications@coreel.com>
Date: Fri, Mar 5, 2021 at 12:14 PM
Subject: Offer Letter
To: Debashish Banerjee <debashishbanerjee2908@gmail.com>
Cc: <gladish.m@coreel.com>

Dear Debashish Banerjee,

Congratulations!

Based on the series of discussions that you have had with a few of our CoreEL, we are extremely excited to have you on board with us and hope you carry the same level of excitement.

Please carefully review the enclosed offer letter. Once you have completed your review, please login to Workline, our HR system and confirm your offer acceptance.

Look forward to hearing back from you.

Initiate Offer Acceptance

Regards,

Team CoreEL

Note : This is a computer generated email, please do not reply.

Letter of Offer - Debashish Banerjee_05132021121357.pdf
248K

T	+91 80 4197 0400
F	+91 80 6688 5410
W	www.coreel.com

05-Mar-2021

To,

Debashish Banerjee
Bangalore

Letter of Offer

Dear Debashish ,

With reference to your application and the subsequent interview, we are pleased to offer you a position of **Management Trainee - Program Management** at **Bangalore**. Your total Cost to the company inclusive of Company's contribution to Provident Fund will be **Rs. 6,22,230 /- (Rupees Six Lakhs Twenty Two Thousand Two Hundred and Thirty only).**

You are required to join duties on or before **01-Apr-2021**.

On the designated joining date please furnish the copy of following documents and bring the originals for verification.

1. Relieving Letter from all your last employers
2. Academic & Professional Qualification Certificate from **X** Std. onwards.
3. Pay Slip in respect of last drawn salary
4. Four Passport size photographs
5. Originals and Copy of PAN Card
6. Originals and Copy of Address Proof
7. Detail of PF Membership
8. Form 16 / Form 12 pertaining to Income – Tax deducted at Source from the previous employer.

Kindly confirm you acceptance of the offer by acknowledging the mail. The Appointment Letter will be issued to you on the day of your joining.

You may Contact HR Department at 080-41970400for any further clarifications. We look forward to your acceptance of offer.

We welcome you to ***CoreEL*** family.

T	+91 80 4197 0400
F	+91 80 6688 5410
W	www.coreel.com

ANNEXURE

Debashish Banerjee

Management Trainee - Program Management

SALARY STRUCTURE		
Sl.No.	**DESCRIPTION**	**AMOUNT(INR)**
A.	**Emoluments**	
1.	Basic Salary	21,100
2.	House Rent Allowance	8,440
3.	Leave Travel Allowance	1,750
4.	Children Education Allowance	200
5.	Employer's Contribution to Provident Fund	1,800
6.	Special Allowance	11,710
	Monthly GROSS	**INR 45,000**
B.	**Annual Emoluments**	
1.	Performance Linked Variable Salary	60,000
	Annual GROSS	**INR 6,00,000**
C.	**Other Annual Benefits**	
1.	Medical Insurance	10,000
2.	Gratuity	12,230
	Total CTC	**INR 6, 22,230**

Note: (i) Policy or Coverage's are entitled to undergo changes periodically during renewal.
(ii) Service agreement for two years is applicable from the date of joining.

T +91 80 4197 0400
F +91 80 6688 5410
W www.coreel.com

Other Benefits –

Benefit	Details	Coverage
Group Medical Insurance Coverage	As CoreEL employee, you and a maximum of 5 members of your family (family includes employee, spouse, two dependent children, dependent parents) are covered under the Group Medical Insurance policy	Rs. 300,000 per family
Accidental Insurance Coverage	Employees are covered under Personal Accident Policy	Rs. 10 lac per employee
Term Life Insurance Coverage	Employees are covered under Term Life Insurance	Two times to employee's Annual Gross CTC
SIM Card		
Data Card		

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20207471175/Chennai/BPS/BOPL
Date: 02/07/2021

Mr. Shaik Akhil
0,Darga Center,
Masid Street
Gandavaram Village
Nellore-524317
Andhra Pradesh
Tel# -

Dear Mr. Shaik Akhil,

Sub: Letter of Offer and Terms of Traineeship

We thank you for exploring career opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of traineeship.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. **We are pleased to inform you that you have been selected for the position of BUSINESS PROCESS LEAD in Grade BPO3 and your present posting will be at Chennai . Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 5,79,838/- per annum. Annexure 1 provides a break-up of the compensation package.**

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoked at the sole discretion of the company. Your offer is subject to a positive background check.

TCS decision of releasing the Offer of Employment and allowing you to join the organization before completion of your final semester examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the aforesaid condition specified in the Terms of Employment. The status of your course completion with requisite marks will be reviewed periodically. The Management reserves the right to revoke the Offer / Appointment if it is later established that you do not meet the requisite criteria as per TCS Selection Guidelines. Please refer to the "Terms of Traineeship". Your appointment is subject to completion of your course within stipulated time and scoring minimum aggregate marks as per TCS Selection Guidelines, as most specifically stated in the Offer of Employment.

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COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:
Your Basic Salary will be Rs. **15,000/-** per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service"(GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance
Your HRA will be Rs. **7,500/-** per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

3. Food Card
You will be eligible for a Food Card. It can be set up to a maximum of Rs. 3,000 per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Personal Allowance
You will be eligible for a monthly personal allowance of Rs. **12,240/-** per month. This component is subject to review & may change as per company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide it's clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPS department, would be eligible for a Night Shift Allowance of Rs. **250/-** per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

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Variable Allowance (VA)

Your variable compensation will comprise of 2 parts as indicated below.

Monthly Performance Pay
You will receive a monthly performance pay of Rs. **3,500/-** . The same will be reviewed on completion of your first Anniversary with the Company and will undergo a change basis your own ongoing individual performance.

Monthly performance pay is also linked to your allocation status and will undergo a change in case you are unallocated for a period of one month or more.

Quarterly Variable Allowance
Your variable allowance will be Rs. **2,600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The company reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of Rs. **550/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

1. Health Insurance Scheme:
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan. You will be eligible for Domiciliary and Hospitalization covers as per the default plan applicable. These benefits are extended on payment of applicable premium as per the scheme .

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax.

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the default plan applicable .

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by

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you.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document.

2. Maternity Benefit:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy- Maternity Leave.

3. Compensation Benefits under ESI Act / Employees' Compensation Act:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance after joining the organisation.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESIC Act.

4. Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of Rs. 250/- will be borne by you. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act. You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of

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gratuity

TERMS OF EMPLOYMENT

1. Employment Pre-requisites:
Your appointment will be subject to successful completion of your graduation / post graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation / post graduation your traineeship / services with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship /appointment at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:
You will be required to undergo class room and on the job training in the first twelve months, during which you will be appraised for satisfactory performance during/after which the company would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may provide you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, the company may terminate your traineeship forthwith. However, TCS may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

The terms and conditions of the training will be governed by company's training policy. TCS reserves the right to modify or amend the training policy.

3. Working Hours:
You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave :
You will be eligible for leave as per the Company's Leave Policy.

5. Transport :
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Mobility :
The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

7. Increments and Promotions:
Your merit, performance and contribution to the company will be the primary considerations for annual salary increments and your potential to perform and availability of suitable positions will be considered for promotions. Salary increments and promotions will not be direct and will be based on the company's Compensation and Promotion Policy. Increments shall depend on several factors like company’s performance, your individual performance, track record and

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contribution to the company, attendance, behavior and conduct during the period under review as per the company's policy as may be applicable from time to time.

8. Alternate Employment:
As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality , Data and Intellectual Property Protection Agreement:
As part of the joining formalities, you are required to sign a Confidentiality Data and IP Protection Terms agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

10. International Deputation Agreement:
You are required to sign the International Assignment Agreement, which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. International Assignment Agreement is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

11. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

12. Retirement:
You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining.

13. Medical Tests:
You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company`s doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport,PAN card,Election Card,Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

14. Notice Period:
During the first 3 months of employment with TCSL, you may terminate this contract of employment by giving 30 calendar days' notice to the Management.

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In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 months, this contract of employment is terminable by you by giving 90 calendar days' notice in writing to TCSL . It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 calendar days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

On completion of 3 months, this contract of employment may be terminated by TCSL by giving you 90 calendar days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL .

15. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

16. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
    - i. Period of employment
    - ii. Technology areas you worked on
    - iii. Certificates for any training provided by your previous employers in various technologies
- Release letter from your current employer indicating the date of release
- Passport
- 6 photographs - passport size
- A photocopy of your Permanent Account Number (PAN) Card
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

17. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

18. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the

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TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. **Terms and Conditions:**
    The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. **Employment in India:**
    In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL .

21. **Rules and Regulations of the Company:**
    Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

22. **Compliance to all clauses**
    You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCSL in withdrawing this offer letter at its sole discretion.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the employment and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL

We look forward to having you in our global team.

Yours Sincerely,

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For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click Here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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GROSS SALARY SHEET **Annexure 1**

Name	Shaik Akhil
Designation	BUSINESS PROCESS LEAD
Grade	BPO3

Table 1: Compensation Details (All Components in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	23,490	2,81,880
2) Variable Compensation		
Monthly Variable Allowance	3,500	42,000
Quarterly Variable Allowance*	2,600	31,200
3)City Allowance	550	6,600
4) Annual Components/Retirals		
Medical Insurance	NA	7,900
Provident Fund(at 12% of Basic Salary)	1,800	21,600
Gratuity(at 4.81% of Basic Salary)	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	**47,662**	**5,79,838**

Refer to Table 2 for TCSL defined Structure.
* Amount depicted will be paid-out on a quarterly basis up to a maximum as defined in the Annexure I.
In case, you wish not to opt for the BoB, Defined structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in Rs)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Coupons	2,500	30,000
Personal Allowance	12,240	1,46,880
GROSS BOUQUET OF BENEFITS	**23,490**	**2,81,880**

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as TCS) (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS)

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS . Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by

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TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
6th Floor III Phase, Spencer Plaza 769, Anna Salai, Chennai - 600 002, India
Ph.: +91 44 66164111 Fax 91 44 6616 4050 E-mail: corporate.office@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a)The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b)In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c)If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d)This Confidentiality, Data and IP Protection Terms along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e)This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Corporate Identification No. (CIN): L22210MH1995PLC084781

NoPaperForms

Date: 2nd March,2021

Srinivas Aditya Vruiti

Employee ID: NPF 485

Gurugram

Subject: Appointment Letter- "Management Trainee" at NoPaperForms Solutions Private Limited (NSPL)

Dear Srinivas,

We are pleased to inform your employment with **NoPaperForms Solutions Private Limited (NSPL)** at the position of **"Management Trainee"**.

The following terms and conditions defined herein:-

1. **Date of Joining:** Your appointment is effective from **1st March 2021.**

2. **Place of Work:** Your place of work is **Gurugram**. Your place of work may be changed to any other location within India as directed by the Company from time to time.

3. **Remuneration:** Your **Annual CTC is Rs. 7,50,000**. Please review annexure attached.

4. **Probation:** Initially you will be on probation for a period of 3 months from the effective start date of your employment with company. Company may in its sole discretion at any time curtail or extend the probation period. You will be considered for confirmation on the expiry of the initial or extended probationary period, if your work and conduct are found satisfactory. This probation period will stand extended unless you are confirmed in writing. Notwithstanding anything contained herein during your probation period, company may terminate your employment in case of unsatisfactory work or conduct. While you are on probation, your notice period is of 15 days.

5. **Leave:** Leave entitlement will be as per company rules.

6. **Working Days:** The Company works 6 days a week.

7. **Performance Review**: All employees are eligible for annual appraisal; the company has two performance review cycles which is January & July. Employees joining between 1st October till 31st March are eligible for an appraisal review in January cycle of the following Year and the employees joining between 1st April till 30th September are eligible for an appraisal review in July cycle of the

following year. However, performance review does not mandate change in Designation and Salary.

8. **Data Confidentiality:** You agree as a part of your employment here under, you will have access directly or indirectly to certain confidential information. During the term of your employment and thereafter, you shall:

a. preserve the confidentiality and avoid the disclosure of the Confidential Information (defined below),

b. limit access to your Confidential Information to the employees granted access rights unless approved in writing or email by Management;

c. not at any time disclose, give, or transmit (in any manner or form or for any purpose) your Confidential Information in any form (verbal / Written) to any person, party, firm, or corporation as specified in this Agreement;

d. not use any Confidential Information in any way other than for the purpose of providing the Services and the utilization of these Services;

e. ensure that all employees to whom your Confidential Information is disclosed are legally bound to keep my Confidential Information confidential and not to use the Confidential Information except for the stated Purpose.

"Confidential Information" means all of the Data stored using the Services including but not limited to computer source code, files and content contained within (e.g. source code, any business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-progress, any engineering, marketing, technical, financial, data, or sales information, pricing or business information, and any other information or materials, whether written, or graphic, or any other form), issue tickets, or any other information sensitive to the business.

9. **Non-Competition:** You agree that you will not accept any offer of employment from any similar/allied businesses not limited to Publishers/Clients/Direct Competitor/ Indirect Competitor of NoPaperForms Solutions Pvt. Ltd. during the course of employment and thereafter for a period of 2 years after the termination of your employment with the company, which could result in direct or indirect competition with the business of the company.

10. **Transfer of Services:** At the discretion of the company, your services can be transferred from one job to another, one department to another or from one branch to another anywhere in India whether existing at present or to be set up in future, whether situated in the same city or outside, without any extra allowance. You could also be transferred to an associate company or a company yet to be formed. You will be bound and obligated to accept such transfers upon the company's request and as required by the company.

11. **Termination:** Your employment shall terminate immediately:

a. When you reach the age of 58 years or earlier if you are not medically or mentally fit.

b. Either party can terminate the employment by giving 1 months' notice period in written. The company reserves the right to terminate your services without any compensation or notice thereof, if you are found to be in moral breach of your responsibilities, breach of a code of conduct of the company and/or breach of any of the terms & conditions as stated herein.

c. If it is found that any information/ representation made by you in your application is untrue or false or that any relevant information has been concealed/suppressed by you

If you decide to leave or company asked you to leave at any point of time during your training period, then you shall not be entitled for any salary or benefits from the company. The Training period ranges from 8-20 days of your joining.

Company may terminate your employment immediately, with or without notice on the occurrence of your:

a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company's leave policy, misuse or attempted unauthorized disclosure of the Company's confidential information.

b. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion may affect the performance of your obligation hereunder, may affect the company and their employees, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees or clients; and or

c. Involvement in any act of moral turpitude.

12. <u>Consequences of termination:</u> Upon termination or expiration of your employment for any reason, or as otherwise requested by company, you will return to the company:

a. Any property belonging to the company, such as laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein, and

b. All confidential Information and any work Product including any documents of whatever description or in whatever form, tangible or intangible in your possession, together with copies, notes, summaries of such documents and your own working papers which are derived of or based on such documents.

13. <u>Other conditions:</u> During your employment, you will not take up employment elsewhere or carry-on business activity even after office hours except with the prior written permission from the company. You will also not associate yourself or let your work, name, image or personality be used by any other media organization without the express consent of the management in writing.

In case the above terms and conditions are acceptable to you please convey your approval and

confirmation to the above terms and conditions within 3 days from the date hereto.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

Kindly return the attached copy of this letter duly signed by you in acceptance of the terms and conditions set out.

Thanking You.

Yours faithfully,

Human Resources

Nopaperforms Solutions Private Limited
Gurugram

Accepted by: V. SRINIVAS ADITYA

Date: 6/3/21

Annexure

Name: Srinivas Aditya Vruiti	**Designation:** Management Trainee	
Level: 1	**Location:** Gurugram	
Entitlement	**Per Month (Rs.)**	**Per Annum (Rs.)**
Basic Salary	16,667	199998
House Rent Allowance (HRA)	8,333	99996
Medical Allowance	1,250	15000
Conveyance Allowance	1,600	19200
Special Allowance	9,071	108850.3627
Sub Total 1	**36,920**	**443044.3627**
Employee's Contribution to PF	1800	21600
Company's Contribution to PF	1800	21600
Sub Total 2 [A]	**40,520**	**486244.3627**
Annual Entitlement		
Group Med claim Insurance**		4,096
Gratuity (Estimated)***		9,660
Sub Total 3 [B]		**13,756**
Gross Annual Fixed (Grand Total) [C = A + B]		**5,00,000**
Annual Incentive Pay^		**2,00,000**
Annual Retention Bonus^^		**50,000**
Total Cost to Company^^^(at 100% pay-out)		**7,50,000**

^Annual Incentive Pay: Your indicative range of variable pay based on your performance is Rs. 0/- to Rs. 2,00,000/- applicable for the period between 1st July 2021 to 30th June 2022. Please note that this is not a guaranteed component of your compensation. The actual Payout shall be calculated based on defined individual KPIs (Key performance indicators) and department / company performance. The incentive plan may be revised from time to time.

^^Annual Retention: Fixed retention bonus applicable from your joining date till your first performance review, will be paid after successful completion of one year with the company.

^^^Total Cost to Company: Total Cost to company is a total of Gross Annual Fixed and Annual Incentive Pay/ Annual Management Bonus/ Annual Tech Bonus at 100% pay-out as per the clause mentioned above.

****Group Medical Insurance:**

You will be entitled to Medical Insurance as per company policy. Cover for Employee of INR 3,00,000 per year

***You are entitled to retrial benefit of gratuity as per provisions of "Payment of Gratuity Act 1972".

The amount indicated is equivalent to 15 days Basic Salary on a base of 26 days in a month, for every completed year as a part thereof in excess of six months. The payment shall be contingent upon continuous service of 5 years with the company.

Please Note: Both Employee and Employer contribution PF is added in your CTC and will be given to you as part of salary on signing of a declaration form. However, in case you want to manage PF account then both employee and employer contribution will be deducted and deposited.

Accepted by: V. SRINIVAS ADITYA

Date: 6/3/21

Accounts

Noppelarms Solutions Private Limited Gurugram

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

September 2, 2021

Surabhi Thapliyal
N-158 B, First Floor,
Mayfield Garden, Sector-51, Gurugram, Haryana-122018

SUBJECT: APPOINTMENT LETTER

Dear Surabhi,
Thank you for investing your time to pursue an opportunity with Schneider Electric.
With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee - Marketing**".
You are requested to report on **September 20, 2021**. In case you do not report by this date, this appointment letter shall stand withdrawn.
The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE "A".

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS
The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Surabhi Thapliyal, hereby authorize SCHNEIDER ELECTRIC PRIVATE LIMITED to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that SCHNEIDER ELECTRIC PRIVATE LIMITED will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with SCHNEIDER ELECTRIC PRIVATE LIMITED or for immediate discharge/termination from SCHNEIDER ELECTRIC PRIVATE LIMITED if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
SCHNEIDER ELECTRIC PRIVATE LIMITED

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Surabhi Thapliyal Designation:Management Trainee - Marketing	
YOUR COMPENSATION STRUCTURE	INR (PER ANNUM)
BASIC SALARY	272,727.00
HRA	136,364.00
SPECIAL ALLOWANCE (FBP)*	226,882.00
TOTAL CASH PER ANNUM	635,973.00
PROVIDENT FUND	32,727.00
GRATUITY	13,118.00
TOTAL FIXED COMPENSATION PER ANNUM	681,818.00
PERFORMANCE INCENTIVE TARGET	68,182.00
TOTAL COST WITH TARGET INCENTIVE PAYOUT	750,000.00

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	17277
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma.

Runita Verma
Director - TAM

Accepted by: Surabhi

Signature: *Date:*

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

Schneider Electric Eligibility Criteria for University Hires

As specified in the job description from Schneider Electric and communicated to your college/university, our offer of employment is 'conditional' upon you clearing your final exams and meeting the Schneider Electric Eligibility Criteria for University Hires as below:

a. Securing an aggregate of 65 percent across all of your subjects;

b. No active backlogs/ subjects whose exams are yet to be cleared either because of failures in earlier attempts or absenteeism; and

c. You being able to produce a Provisional Degree Certificate as proof of completion of your Engineering Degree;

d. and any/all other requirements advised to you in your offer of employment.

Should you fail to meet such requirements at this stage or post joining, unless otherwise specifically waived by SCHNEIDER ELECTRIC PRIVATE LIMITED, your offer of employment shall be stand automatically revoked/canceled with no further consequences to SCHNEIDER ELECTRIC PRIVATE LIMITED.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the

work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **9** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive formal written communication regarding extension in your probation on or before your confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice. As part of your service agreement, you would have to serve a minimum of **2** years in The Company; failing which, you would have to pay a sum of INR 2,00,000 to The Company.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any

of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company’s Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other

than those used by the Company in the normal course of business,

- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES-

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your

employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

Your services can be terminated by giving a mandatory **three** (**3**) months Notice Period, subject to any other service conditions or service bond(s) executed by you. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the Notice Period and no leave can be adjusted against the Notice Period unless the same is approved in writing by the undersigned. The balance leave days would be subject to encashment as per the prevailing Rules of the Company. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, Company may elect to relieve the employee any time during the stipulated Notice Period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any Notice Period and shall not entertain settlements of any kind of payments or dues by the Company.On resignation you are expected to serve your full notice period, and any payment in lieu of the same can be considered only at the discretion of the management. Also in the case where employee leaves the services of the Company before completion of one year of service from the date of joining, the amounts paid to the employee towards Notice Pay paid to his previous employer as well as Relocation Expenses and Joining Bonus (if applicable) will be recovered in full from the employee.

Incase of abscondment from service, the management retain the right to initiate legal action as may be deemed appropriate.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes,

this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

6. Schneider, in the event of circumstances/ factors beyond its control, reserves the right to unilaterally add, alter, amend and/or revoke this appointment letter, the contents thereof and/or including but not limited to any of the annexures/appendices therein at any point of time. It is further clarified that such addition /alteration/amendment/ revocation, if at all, may be made at any time by Schneider irrespective of whether this appointment letter as issued originally, has been accepted by you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
SCHNEIDER ELECTRIC PRIVATE LIMITED

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer electronically accepted by: Thapliyal, Surabhi
Offer electronically accepted on: Sep 3, 2021 5:06 PM
Offer electronically accepted from: 122.162.212.66

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Capgemini || PPO Offers

Varma, Anjana <anjana.varma@capgemini.com> Tue, Oct 13, 2020 at 8:46 PM
To: "msprasad@ibsindia.org" <msprasad@ibsindia.org>
Cc: "Chakraborti, Pramita" <pramita.chakraborti@capgemini.com>, "Sangrakhyana, Sachi" <sachi.a.sangrakhyana@capgemini.com>

Dear Sir,

We are glad to inform you that we have decided to offer Pre Placement Offers for the below mentioned students from your institute.

Name of Candidate	Grade	CTC in LPA
Japdeep Kaur	B1- Associate Consultant	7.5
Palak Jain	B1- Associate Consultant	7.5

We take this opportunity to update you that:

- Students shall be deployed in the same business, wherein they had pursued their Summer Internship.
- Prior to selected students joining Capgemini, we will be reconfirming the joining location along with the job description.

Request you to inform the student to revert with their acceptance / rejection, latest by Thursday – October 15, 2020

Please feel free to reach out to me for any further queries / clarifications.

Regards,

Anjana Varma

University Relations & Hiring | Talent Acquisition

Capgemini "India" | Mumbai

www.capgemini.com

Connect with Capgemini:

Please consider the environment and do not print this email unless absolutely necessary.

Capgemini encourages environmental awareness.

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Candidate ID: 3807427 /767007

Date of Joining: 05/27/2021,

Joining Location: IN Hyderabad,

Designation: Associate Consultant

Dear Palak Jain,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 AM IST at IN Hyderabad office, for joining formalities as per the address mentioned below:

Address

Capgemini Technology Services India Limited, IT Park 1, 115/32 & 35, Nanakramguda,
Gachibowli, Hyderabad – 500032, Telangana.

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:
- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

The information contained in this message is proprietary and confidential. Copyright © 2013. All rights reserved by Capgemini.

EMPLOYMENT OFFER LETTER

Capgemini Ref.: 3807427 /767007

05/18/2021

Palak Jain,
C/o Shanshank Medical stores, Jain mandir road, Gurunanak ward ,Seoni ,
Seoni ,Madhya Pradesh ,
India

Confidential

Dear Palak Jain ,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **05/27/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A)Your current designation will be **Associate Consultant/B1**

B)You will be required to work at the Company's offices in location **IN Hyderabad**

C)Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand and Two only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Palak Jain

Associate Consultant

Total Cost to Company (CTC). **Rs.750,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 21,648.00	Rs 259,776.00
House Rent Allowance	Rs. 12,989.00	Rs 155,868.00
Other Allowances and Reimbursement - 1 #	Rs. 14818	Rs. 177816
Other Allowances and Reimbursement - 2 #	Rs. 8756	Rs. 105072
Advance Statutory Bonus	Rs. 0.00	Rs. 0.00
Gross monthly salary	**Rs.58,211.00**	**Rs. 698,532.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.2,598.00	Rs.31,176.00
Gratuity (accrual only)		Rs.12,492.00
Total Fixed Compensation		**Rs.742,200.00**
Total Cash Compensation		**Rs. 742,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI	.	Rs.0.00
Total Cost to Company		**Rs. 750,002.00**

#You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements - 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	36000.00
Books and Journals	36000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	39,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.

The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per

proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited, Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time.Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment.The Company reserves the right to revise the probation period depending on your performance and/or other consideration.

2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) You shall be eligible for following additional one-time payouts

Relocation: You shall be reimbursed for expenses relating to relocation to Joining location from Base location up to a maximum of INR 30000/- (Rupees Thirty Thousand only) against production of bills/tickets within sixty (60) days subject to Company's relocation policy. In the event that your employment is terminated or you resign from employment, at any time within twelve (12) months from your date of joining, you will be liable to refund to the Company the above amount and all other expenses incurred by the Company on account of your relocation. Refer Appendix 1 for further details

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 15-July-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
      You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have

furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

K.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Palak Jain
Date: 05/18/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. **"Confidential Information"** shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than asnecessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate

compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing,the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company threemonths' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary,the Company may suspend,dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of(i)fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity,or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property,(iii)your insubordination or failure to comply with the directions given to you by persons so authorized,(iv) your insolvency or conviction for any offence involving moral turpitude,(v)your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force,(vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or(viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization,for ten(10)consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors,

officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction,meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to

Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

Appendix 1

Definition

- Relocation – The term Relocation refers to movement of lateral new joinees who are required to relocate from their base or pre-hire location to another location within India to join Capgemini
  *For the avoidance of doubt, any movement to a location within the same city or its extended area will not qualify as Relocation.
- Dependents - Spouse and Children (up to 2 children and who are below the age of 18 years)
- Married - Employee is married and accompanied by his/ her Dependents when joining Capgemini.
- Single - Employee is either unmarried or married and travelling alone when joining Capgemini.
- Recruitment Head - Recruitment head of the respective business unit.

Eligibility
Lateral new hires from any location within India are eligible for relocation expenses.

Exclusions

- Candidate joining India from overseas will not be eligible for this policy.
- If pre-hire location and joining location are same, the candidate is not eligible for reimbursements. For the avoidance of doubt, any relocation to a location within the same city or extended area will not qualify for reimbursements.
- Fresher's joining from Campus / Training Institutes / Off-Campus will not be entitled to any relocation expenses

Relocation Reimbursement

- The Company will reimburse to the employee expenses incurred toward relocation (subject to submission of bills & eligibility as per Offer letter)
- Maximum Relocation reimbursement eligibility is based on employee grade and family status as per below table (“Table 1”).

Table 1

Unified Grade	Single	Married
A3	INR 20,000	INR 30,000
A4	INR 20,000	INR 30,000
A5	INR 20,000	INR 30,000
B1	INR 30,000	INR 45,000
B2	INR 30,000	INR 60,000
C1	INR 30,000	INR 60,000
C2	INR 30,000	INR 60,000

D1	INR 50,000	INR 95,000
D2	INR 50,000	INR 95,000
E1	INR 50,000	INR 95,000
E2	INR 50,000	INR 95,000
F	INR 52,000	INR 97,000

Above amount is in INR for one time reimbursement subject to production of bills.
Payment Procedure - Relocation expenses must be claimed by the employee within 60 days from the date of joining

.The following expenses can be claimed under Relocation allowance subject to the total of all the expenses falling within the applicable limits specified in "Table 1"

Travel

- Capgemini will reimburse travel (one-way ticket only) expenses for the candidate and his/ her Dependents only.
- The mode of travel is economy class airfare or AC II tier train or Bus Transport.
- Reimbursement of travel expenses will be based on production of actual receipts / tickets / boarding pass (mandatory for air travel)

Accomodation
Employee can arrange self-accommodation or request Capgemini to help book accommodation for initial 7 days only. Employee will directly settle the lodging bills & get the same reimbursed.

- Expenses incurred on liquor, cigarettes, personal telephone calls, food and entertainment will not be considered for reimbursement.
- Any stay extension beyond 7 days will not be reimbursed.

Other Relocation Expenses

Relocation expenses will include below mentioned expenses and will be reimbursed on production of actual receipts and after the candidate joins Capgemini.

- Transportation of Household Goods:

Cost Incurred on Packing and moving (P&M) of personal goods and effects (excluding vehicle) arranged through any vendor will be reimbursed subject to the submission of the following:-
i) Original payment receipt on the vendor's letter head/bill mentioning the vendor's PAN No and Service Tax No. This should be duly attested by vendor.
ii)Original list of items transported and signed by the employee and acknowledged by the vendor. This should also mention the starting location and destination
iii)Original Insurance premium receipt (if claimed)
iv)Original Octroi receipts across locations
v)Original Good Receipt Note / Delivery Challan on the Vendor Letter head - countersigned by the employee.
Capgemini will not be held liable for any loss or damage or delay in delivery of goods during transit.

- Transportation of Vehicle:

The cost of moving the vehicle from one location to another, registration and obtaining the No Objection Certificate and other administration related charges will be reimbursed at actuals on submission of receipts and proper documentary support, subject to max cap limits mentioned in "Table 1".

•Vehicle movement related claim is restricted to one Four wheeler and one Two wheeler either in name of employee or his /

her spouse

- **Housing Brokerage**

Capgemini will reimburse brokerage for the house taken on rent at the New Location at actuals, subject to below supporting documents

- Invoice and payment receipt from the broker.
- Original lease agreement copy signed by the employee and the landlord or photocopy of the cheque written by them favoring the broke
- Bank statement showing the same cheque having been en-cashed

- **Non-Refundable School Admission Fees against receipt from school:**

School admission fees will be reimbursed for up to maximum of 2 children, on production of receipts. Tuition fees are not covered.

Recovery of Relocation Expenses
In case the employee resigns within a period of one year from the date of Relocation, the entire amount of Relocation allowances (including movement of household goods, vehicle, lease breakage, brokerage & non-refundable school donation) that was reimbursed to the employee will be recovered as a part of the full and final settlement.

Business Rules

- All expenses will be reimbursed on production of actual receipts as already mentioned under section IX titled 'Relocation Reimbursement'.
- Total expenses on travel, accommodation and other relocation expenses should not exceed the entitled limit as provided and defined in the policy under "Table 1".
- All exception cases needs to be approved by the Recruitment Head.

Management Rights
Capgemini reserves the right to amend this policy from time to time, without prior notice.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall

have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Capgemini || PPO Offers

Varma, Anjana <anjana.varma@capgemini.com> Tue, Oct 13, 2020 at 8:46 PM
To: "msprasad@ibsindia.org" <msprasad@ibsindia.org>
Cc: "Chakraborti, Pramita" <pramita.chakraborti@capgemini.com>, "Sangrakhyana, Sachi" <sachi.a.sangrakhyana@capgemini.com>

Dear Sir,

We are glad to inform you that we have decided to offer Pre Placement Offers for the below mentioned students from your institute.

Name of Candidate	Grade	CTC in LPA
Japdeep Kaur	B1- Associate Consultant	7.5
Palak Jain	B1- Associate Consultant	7.5

We take this opportunity to update you that:

- Students shall be deployed in the same business, wherein they had pursued their Summer Internship.
- Prior to selected students joining Capgemini, we will be reconfirming the joining location along with the job description.

Request you to inform the student to revert with their acceptance / rejection, latest by Thursday – October 15, 2020

Please feel free to reach out to me for any further queries / clarifications.

Regards,

Anjana Varma

University Relations & Hiring | Talent Acquisition

Capgemini "India" | Mumbai

www.capgemini.com

Connect with Capgemini:

Please consider the environment and do not print this email unless absolutely necessary.

Capgemini encourages environmental awareness.

This message contains information that may be privileged or confidential and is the property of the Capgemini Group. It is intended only for the person to whom it is addressed. If you are not the intended recipient, you are not authorized to read, print, retain, copy, disseminate, distribute, or use this message or any part thereof. If you receive this message in error, please notify the sender immediately and delete all copies of this message.

Candidate ID: 3828612 /784303

Date of Joining: 05/27/2021,

Joining Location: Mumbai,

Designation: Associate Consultant

Dear japdeep kaur,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 AM IST at Mumbai office, for joining formalities as per the address mentioned below:

Address

Capgemini knowledge Park(SEZ),IT3/IT4, Airoli knowledge Park,Thane Belapur Rd,
Airoli Knowledge Park, TTC Industrial Area, MIDC, Navi Mumbai - 400708

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:
- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref.: 3828612 /784303

05/18/2021

japdeep kaur,
9C, GOOD EARTH COLONY, NEAR SG APPARTMENTS, BEHIND MOTI PALACE ,
PATIALA ,Punjab ,
India

Confidential

Dear japdeep kaur ,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **05/27/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A)Your current designation will be **Associate Consultant/B1**

B)You will be required to work at the Company's offices in location **Mumbai**

C)Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand and Two only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

japdeep kaur

Associate Consultant

Total Cost to Company (CTC). **Rs.750,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 21,648.00	Rs 259,776.00
House Rent Allowance	Rs. 12,989.00	Rs 155,868.00
Other Allowances and Reimbursement - 1 #	Rs. 14818	Rs. 177816
Other Allowances and Reimbursement - 2 #	Rs. 8756	Rs. 105072
Advance Statutory Bonus	Rs. 0.00	Rs. 0.00
Gross monthly salary	**Rs.58,211.00**	**Rs. 698,532.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.2,598.00	Rs.31,176.00
Gratuity (accrual only)		Rs.12,492.00
Total Fixed Compensation		**Rs.742,200.00**
Total Cash Compensation		**Rs. 742,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI	.	Rs.0.00
Total Cost to Company		**Rs. 750,002.00**

#You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements - 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	36000.00
Books and Journals	36000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	39,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.

The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per

proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited, Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time.Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment.The Company reserves the right to revise the probation period depending on your performance and/or other consideration.

2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) You shall be eligible for following additional one-time payouts

Relocation: You shall be reimbursed for expenses relating to relocation to Joining location from Base location up to a maximum of INR 30000/- (Rupees Thirty Thousand only) against production of bills/tickets within sixty (60) days subject to Company's relocation policy. In the event that your employment is terminated or you resign from employment, at any time within twelve (12) months from your date of joining, you will be liable to refund to the Company the above amount and all other expenses incurred by the Company on account of your relocation. Refer Appendix 1 for further details

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 15-July-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
      You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have

furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

K.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: japdeep kaur
Date: 05/18/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. **"Confidential Information"** shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than asnecessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate

compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing,the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company threemonths' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary,the Company may suspend,dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of(i)fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity,or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property,(iii)your insubordination or failure to comply with the directions given to you by persons so authorized,(iv) your insolvency or conviction for any offence involving moral turpitude,(v)your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force,(vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or(viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization,for ten(10)consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors,

officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction,meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to

Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

Appendix 1

Definition

- Relocation – The term Relocation refers to movement of lateral new joinees who are required to relocate from their base or pre-hire location to another location within India to join Capgemini
  *For the avoidance of doubt, any movement to a location within the same city or its extended area will not qualify as Relocation.
- Dependents - Spouse and Children (up to 2 children and who are below the age of 18 years)
- Married - Employee is married and accompanied by his/ her Dependents when joining Capgemini.
- Single - Employee is either unmarried or married and travelling alone when joining Capgemini.
- Recruitment Head - Recruitment head of the respective business unit.

Eligibility
Lateral new hires from any location within India are eligible for relocation expenses.

Exclusions

- Candidate joining India from overseas will not be eligible for this policy.
- If pre-hire location and joining location are same, the candidate is not eligible for reimbursements. For the avoidance of doubt, any relocation to a location within the same city or extended area will not qualify for reimbursements.
- Fresher's joining from Campus / Training Institutes / Off-Campus will not be entitled to any relocation expenses

Relocation Reimbursement

- The Company will reimburse to the employee expenses incurred toward relocation (subject to submission of bills & eligibility as per Offer letter)
- Maximum Relocation reimbursement eligibility is based on employee grade and family status as per below table (“Table 1”).

Table 1

Unified Grade	Single	Married
A3	INR 20,000	INR 30,000
A4	INR 20,000	INR 30,000
A5	INR 20,000	INR 30,000
B1	INR 30,000	INR 45,000
B2	INR 30,000	INR 60,000
C1	INR 30,000	INR 60,000
C2	INR 30,000	INR 60,000

D1	INR 50,000	INR 95,000
D2	INR 50,000	INR 95,000
E1	INR 50,000	INR 95,000
E2	INR 50,000	INR 95,000
F	INR 52,000	INR 97,000

Above amount is in INR for one time reimbursement subject to production of bills.
Payment Procedure - Relocation expenses must be claimed by the employee within 60 days from the date of joining

.The following expenses can be claimed under Relocation allowance subject to the total of all the expenses falling within the applicable limits specified in "Table 1"

Travel

- Capgemini will reimburse travel (one-way ticket only) expenses for the candidate and his/ her Dependents only.
- The mode of travel is economy class airfare or AC II tier train or Bus Transport.
- Reimbursement of travel expenses will be based on production of actual receipts / tickets / boarding pass (mandatory for air travel)

Accomodation
Employee can arrange self-accommodation or request Capgemini to help book accommodation for initial 7 days only. Employee will directly settle the lodging bills & get the same reimbursed.

- Expenses incurred on liquor, cigarettes, personal telephone calls, food and entertainment will not be considered for reimbursement.
- Any stay extension beyond 7 days will not be reimbursed.

Other Relocation Expenses

Relocation expenses will include below mentioned expenses and will be reimbursed on production of actual receipts and after the candidate joins Capgemini.

- Transportation of Household Goods:

Cost Incurred on Packing and moving (P&M) of personal goods and effects (excluding vehicle) arranged through any vendor will be reimbursed subject to the submission of the following:-
i) Original payment receipt on the vendor's letter head/bill mentioning the vendor's PAN No and Service Tax No. This should be duly attested by vendor.
ii)Original list of items transported and signed by the employee and acknowledged by the vendor. This should also mention the starting location and destination
iii)Original Insurance premium receipt (if claimed)
iv)Original Octroi receipts across locations
v)Original Good Receipt Note / Delivery Challan on the Vendor Letter head - countersigned by the employee.
Capgemini will not be held liable for any loss or damage or delay in delivery of goods during transit.

- Transportation of Vehicle:

The cost of moving the vehicle from one location to another, registration and obtaining the No Objection Certificate and other administration related charges will be reimbursed at actuals on submission of receipts and proper documentary support, subject to max cap limits mentioned in "Table 1".

•Vehicle movement related claim is restricted to one Four wheeler and one Two wheeler either in name of employee or his /

her spouse

- **Housing Brokerage**

Capgemini will reimburse brokerage for the house taken on rent at the New Location at actuals, subject to below supporting documents

- Invoice and payment receipt from the broker.
- Original lease agreement copy signed by the employee and the landlord or photocopy of the cheque written by them favoring the broke
- Bank statement showing the same cheque having been en-cashed

- **Non-Refundable School Admission Fees against receipt from school:**

School admission fees will be reimbursed for up to maximum of 2 children, on production of receipts. Tuition fees are not covered.

Recovery of Relocation Expenses
In case the employee resigns within a period of one year from the date of Relocation, the entire amount of Relocation allowances (including movement of household goods, vehicle, lease breakage, brokerage & non-refundable school donation) that was reimbursed to the employee will be recovered as a part of the full and final settlement.

Business Rules

- All expenses will be reimbursed on production of actual receipts as already mentioned under section IX titled 'Relocation Reimbursement'.
- Total expenses on travel, accommodation and other relocation expenses should not exceed the entitled limit as provided and defined in the policy under "Table 1".
- All exception cases needs to be approved by the Recruitment Head.

Management Rights
Capgemini reserves the right to amend this policy from time to time, without prior notice.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall

have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

Great Place To Work. Certified MAR 2021–FEB 2022 INDIA

Hero FinCorp.

STRICTLY PRIVATE & CONFIDENTIAL

Tanya Gupta
Date :05-May-2021
Emp Code : 3443

Dear Tanya,

With reference to your interview, we are pleased to appoint you as **Management Trainee** in grade (**4-A**), in our Company, with effect from **05-May-2021**, on the following terms and conditions:-

1. **Place of work:** Your initial place of work is **Corporate Office - Vasant Vihar - VII, Delhi**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside India.

2. **Reporting**: You will report to **Lead- Information & Technology** or any other designated person as specified by the Company from time to time.

3. **Remuneration**: Your annual compensation package on a CTC basis is Rs. **800005.00** in figures (**Eight Lakh and Five Only**). This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure1 provides your compensation break-up, as per the applicable Compensation Structure.

4. **Medical**: You are required to undergo medical examination by a company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

5. **Group Insurance**: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance in accordance with company's policy. The sum/benefit assured under each policy will be subject to your meeting all the insurance company's policies and insurance / underwriting requirements. Until confirmation by the insurance company that you have discretion.

6. **Hours of Work**: The office functions five days a week from Monday to Friday, the timings being 9.30 a.m. to 6.30 p.m. You may be required to work any additional hours and/or work in shifts, as required by the company based on work exigencies and/or as necessary for the effective performance of your role.

7. **Probation**: You will work on probation for a period of twelve months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies. However it is further clarified that said studies/ courses/ examination shall be done by you solely on your own cost.

8. **Age of Retirement:** Your age of retirement will be 58 years and you will be automatically retire on reaching the age of 58 years.

9. **Whole Time and Attention:** During your employment with the Company you will employ yourself efficiently to the best of your ability & will devote your whole time to the work of the organisation and will not engage yourself directly or indirectly either honorary or on remuneration in any service, trade, business, vocation or occupation (including agency of an insurance company or in advisory capacity). Also, you will not appear in any examination or attend classes without prior and written approval of the management.

10. **Leave**: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing company leave policy, prorated from your date of joining.

11. **Confidentiality**: You shall maintain absolute secrecy regarding working / any information of the Company including but not limited to the followings:

i) You shall keep as confidential without regards to the duration of time, all information or data concerning the business of the company in your possession or which may be disclosed to you or which may come to your knowledge knowingly or inadvertently during course of your association with the company. You further undertake that you shall not disclose any information or data in respect of company's business and/or its products to any other person, in any form, whatsoever, nor share/use it for any other purpose other than the purpose assigned to you by the company.

ii) You shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to, product information, process information,customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

iii) You shall not indulge in any activity, which will adversely affect the reputation and goodwill of the Company.

iv) You shall not disclose to any public papers, journals, pamphle7ts or affiliates or caused to be disclosed at any time any information or documents relating to the company or it's subsidiaries or affiliate except with prior written permission of the company.

12.**Disclosure**: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and allcircumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company(and ith any other relevant Group Company, affiliate and/ or any subsidiary of the Company) and you (and/or your family)during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

Prior to joining organization, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on joining date.

13. **Company Policies:** You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online

14. **Return of Company Property:** You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. Further to this you shall not keep any copy/ies of these items.

15. **Monitoring Policy:** As per Company Policy, telephone conversations of employees may be recorded and

monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely,and will not be disclosed outside the group companies, except as required by law.Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws. If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

16**. Intellectual Property:** Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trade marks, service marks, designs, copyrights,inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as maybe specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives.

17. **Notice Period:** In case of a confirmed employment either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Monthly Gross amount in lieu of any period and/ or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 30 or equivalent of the Monthly Gross in lieu of notice.

18. **Termination:**
I. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void as-initiation and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

II. If any time during the course of your employment it is found that you have:

a. committed any act of gross misconduct; or
b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
c. been guilty of conduct tending to bring yourself or the company into disrepute; or
d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
f. cease to hold the qualifications necessary for you to carry out your work with the company; or
g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
h. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
i. been found inefficient or lower performer as compared to other employees of your category.
In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

19. **Continued Absence:** If you fail to report on duty without any reason for 5 successive work days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave), the Company would deem you have unilaterally abdicated from your responsibilities and the Company would be well within its right to regard your employment to be concluded/ ended upon expiry of 5 days. This act of abdication would be treated as voluntary resignation on your part in lieu whereof the Company compulsorily shall be entitled to recover the dues from you in respect of notice period which has been forgone by you. The Company may recover the dues by adjusting the final amount payable to you by the Company. In the event the total amount recoverable by you exceeds the amount payable by the Company, the Company may take appropriate action against you as per law and/or equity.

20. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months thereafter, directly or indirectly solicit the Company's (and any other relevant Group

Company's, affiliate's and/ or any subsidiary of the Company)personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or in action that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

21. **Arbitration:** In case of any dispute or difference of whatsoever nature arising between the Company and the Employee out of or relating to the construction, meaning and operation or effect of this appointment letter(or other terms of the appointment or breach thereof) shall be settled by an sole arbitrator. It is further clarified that the management of the company reserves the right to appoint an arbitrator to resolve the dispute(s) and the decision of the arbitrator shall be binding on you and the company.

22**. Others:**
i. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.
ii. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.
iii. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

i. 4 Passport size photographs on red background (2 additional postcard size photographs in case of employees being covered under ESIC).
ii. Copies of all years mark sheets and degree for the highest qualification.
iii. Copy of previous employer Salary Slip for last three months.
iv. Copy of Relieving Letter/Endorsed Resignation letter.
v. Copy of address proof (anyone from following): Ration Card/Utility Bills/Driving License/Aadhaar Card/Passport/Govt. Bank Passbook/Affidavit.
vi. Copy of PAN Card.
vii. Copy of Cancelled Cheque (For anyone of following bank-HDFC, Yes Bank, Corporation Bank).We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For Hero FinCorp Ltd. **Accepted and agreed by Tanya Gupta**

Ritu Sharma
Lead - Human Resources **Signature** **Date**

Compensation Breakup

Component	Monthly Amount	Yearly Amount
Basic	24267	291204
House Rent Allowance	12134	145608
Education Allowance	200	2400
Leave Travel Allowance	2000	24000
Special Allowance	16406	196872
Gross Salary	55007	660084
Meal Coupon	1250	15000
Provident Fund	2912	34944
Mediclaim	1218	14616
GPA	70	840
GLIC	210	2520
Total SSB	1497	17964
Gross CTC	60667	728004
Annual Variable Pay		72001
Cost To Company		800005

*** The following amount will be deducted from your monthly gross as your contribution towards statutory benefits**
PF – 2912

**** Leave Travel Allowance (if applicable) will be paid as monthly components.**

Participation Incentive/Bonus Schemes. You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.

Deductions. The Company may during your employment,or on termination for whatever reason, deduct from your remuneration anymonies due from you to the Company including but not limited to:

- Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation;and/or
- Any outstanding loans or advances made to you by the Company; and/or
- Any gift, bribe, concession or consideration you have given from the company's account to any third party for getting any personal advantage or relief or benefit.
- Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
- Any debt owed by you to the Company;and/or
- Any other deductions permitted under applicable law including Tax.

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Congratulations!

kolapalli sindhu <kolapalli.sindhu@gmail.com> Fri, Aug 6, 2021 at 8:49 AM
To: M S Prasad <msprasad@ibsindia.org>

---------- Forwarded message ---------
From: **singh, Aradhna** <aradhna.singh@dupont.com>
Date: Thu, 5 Aug 2021, 3:36 pm
Subject: Congratulations!
To: Kolapalli.sindhu@gmail.com <Kolapalli.sindhu@gmail.com>
Cc: kadodwala, Heenal Parikh <heenal.p.kadodwala@dupont.com>

Dear Sindhu

On behalf of PSPIPL, We are pleased to offer you the position **Specialist.** Your position will be based in **Hyderabad** with an anticipated start date **of 30th August, 2021**

For additional information on our unbridled commitment to deliver essential innovations that enrich people's lives, enable sustainable development and foster human potential for generations to come, please access the following link to better understand & appreciate. Together, we're turning possibilities into real world answers that help humanity prosper!

As a worldwide leader, DuPont is committed to success in everything we do. Part of this commitment is providing an extensive total compensation package for our employees. We are pleased to present the following compensation fitment for your role in DuPont.

Request you to review the same and get back to us **with your consent**, consequent to which we shall initiate the downstream activities.

1. An e-offer will be sent out from our HR system (Workday). This is a global offer template that will carry the base pay and the variable payout. Since each country has its own retiral scheme, the PF and gratuity will be automatically calculated by the system. Please keep this e-mail as it carries the break up.
2. Upon accepting the offer on the system, it will trigger off the background and medical check process

Name	**Kolapalli Sindhu**	
Designation	*Specialist*	
Location	*Hyderabad*	
Reporting to	*Manager*	
Structure	***India DSCI***	
SSGL	**J**	
Base Salary	524,127	

		Proposed	
Components	**Break-up**	**Annual**	**Monthly**
Basic	40% of Base (min. 180k annu.)	209,651	17,471
Flexi Allowance	Base - Basic	314,476	26,206
Base Salary		**524,127**	**43,677**
		-	-
Total Guaranteed Cash		**524,127**	**43,677**
% Increase on Guaranteed Cash			
Variable Target - STIP	8%	41,108	
Others			-
Total Cash	**Base + Variable**	**565,235**	**43,677**
Retirals			
Employer's Contribution of PF	12% of Basic	25,158	2,097
Gratuity	4.81% of Basic	10,084	840
Cost To Company (CTC)		**600,477**	**46,614**
% Increase on CTC			

*** All the figures are in INR**

In addition to the above you will also be eligible for insurance as below:

Hospitalization insurance = Rs. 5 lacs for a family unit of Self, Spouse & 2 dependent children

Accident Insurance [only self] = 2.5 times of the Annual Base Salary with a capping at minimum

of INR 1,000,000 and maximum of INR 20,000,000

Life insurance [only self] = 2.5 times of the Annual Base Salary with a capping at minimum of

INR 1,000,000 and maximum of INR 15,000,000, given to beneficiary

Note:

-As per the statutory requirements of the government there may be a change in the compensation structure in near future, with the Basic salary changed to 50% of the Base salary. However, the negotiated Base pay would remain unchanged and a separate CTC letter will be shared later for your reference.

- The above offer of employment is contingent on you clearing the pre-employment medical check and satisfactory background screening

- Please note that the Short Term Incentive Plan (STIP)/Sales Incentive Compensation(SIC) will be contingent on the actual performance of Company, unit and your own individual performance.

- The Company reserves the right, and at its sole discretion, to cancel or modify the STIP/SIC at any time subject to payment of applicable statutory amounts

- If you fail to revert on the above offer within 5 working days the offer stands cancelled

Warm Regards

Aradhna Singh

Hiring Co-ordinator, South Asia, DuPont

cid:image001.png@01D4BC76.4A3ECEE0

_____

Performance Specialty Products (India) Pvt. Ltd.

8th Floor, Tower C, DLF Cyber Greens,

Sector-25A, DLF City, Phase – III,

Gurgaon – 122002, Haryana, India

Cell Phone Number: +91 9935099294

www.dupont.com

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Francais Deutsch Italiano Espanol Portugues Japanese Chinese Korean

https://www.dupont.com/email-disclaimer.html

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5 attachments

image001.png
4K

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2K

image004.png
1K

image002.png
2K

HR TAD/B/PR-39524/OFP-197/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Boorla Srikanth ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Boorla Srikanth
A-305
Nasr Apartments
Masab Tank
Hyderabad, Telangana-500004

Offer of appointment to Mr. Boorla Srikanth as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at **Head Office/Operations Department** situated at Parackal Towers, Parur Junction, Thottakkatukara, Aluva, Ernakulam-683102. You will have to join Head Office/Operations Department on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Boorla Srikanth , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39532/OFP-201/2021-22 **12 July 2021**

Hearty Welcome!

Great Place To Work. Certified FEB 2021-JAN 2022 INDIA

Dear Pathak Aashish Anil ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at postings@federalbank.co.in.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To

Mr. Pathak Aashish Anil
22/1123
M.H.B Colony
Sardar Nagar-1
Mumbai, Maharashtra-400022

Offer of appointment to Mr. Pathak Aashish Anil as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: Mankol situated at J J Complex, Near Karmabhumi Petroleum, Nal Sarovar Road, Mankol Chokadi Post, Maknol, Ahmedabad, Gujarat-382110. You will have to join Branch/Office: Mankol on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- **Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.**
- **City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.**

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. **Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.**

b. **Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile**

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format: https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Pathak Aashish Anil , accept and confirm the above terms and conditions.

Place:
Date: 13 / 07 / 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

 # after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

***You will be eligible for monthly conveyance allowance as follows;**

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

***Will vary according to the profit position of the Bank.**

HR TAD/B/PR-39521/OFP-196/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Aditya Singh ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Aditya Singh
A303
Krishna Apra Residency
Sector 61 Noida
Gautam Buddha Nagar, Uttar Pradesh-201301

Offer of appointment to Mr. Aditya Singh as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Bangalore** / **Zonal Office** and your job location will be at **Bangalore**. You will have to join the job location Bangalore at the office situated at Zonal Office,1St Floor, Halcyon Complex, No. 9, St. Marks Road, Bangalore, Karnataka, 560001 on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office. Detailed instructions regarding your duties and responsibilities will be intimated to you by Country Head- Secured Assets & Sales (Retail Business)/ Zonal Office.

Please note that the initial posting is intended for giving you the required exposure in the functions of the Bank and you are likely to be transferred to other Branches/ Offices/ Verticals as part of on the job training. Your designation in the assignment will be **Relationship Officer (Retail Sales)**.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending

upon the place of posting.

- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations

evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with

the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated

above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Aditya Singh , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39533/OFP-202/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Muppidi Harshini ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Ms. Muppidi Harshini
Flat No 303
Shanmukha Heights
Baba Nagar
East Godavari , Andhra Pradesh-533103

Offer of appointment to Ms. Muppidi Harshini as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Chikkajala** situated at Sri Byraveshwara Complex, No 82/3, Chikkajala Village, Chikkajala Post, Kial Road, Bangalore North Taluk, Bangalore, Karnataka-562157. You will have to join Branch/Office: Chikkajala on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Muppidi Harshini , accept and confirm the above terms and conditions.
Place:
Date: 13 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39523/OFP-197/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Gali Raja Naveen Reddy ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Gali Raja Naveen Reddy
Flat 201, Bachpan Play School Building
Bankers Colony
Srikakulam Town S.O
Srikakulam, Andhra Pradesh-532001

Offer of appointment to Mr. Gali Raja Naveen Reddy as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at **Head Office/Operations Department** situated at Parackal Towers, Parur Junction, Thottakkatukara, Aluva, Ernakulam-683102. You will have to join Head Office/Operations Department on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Gali Raja Naveen Reddy , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39534/OFP-202/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Venkata Sai Chaithanya Bachu ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Venkata Sai Chaithanya Bachu
Door No 3/688-6-2
Tadipatri
Krishnapuram, 5th Road
Anantapur, Andhra Pradesh-515411

Offer of appointment to Mr. Venkata Sai Chaithanya Bachu as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Gadhinglaj** situated at Vimal Plaza, Ajara Sankeshwar Road, Gadhinglaj, Kolhapur-416 502. You will have to join Branch/Office: Gadhinglaj on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical

aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as

Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred

by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Venkata Sai Chaithanya Bachu , accept and confirm the above terms and conditions.
Place:
Date: 13 July 2021

SaiChaithanya B

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39542/OFP-206/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Korabandi Mercy Jayanthi ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Ms. Korabandi Mercy Jayanthi
9-114/14 G1
AHR Residency
Chenna Reddy Enclave
Medchal, Telangana-500039

Offer of appointment to Ms. Korabandi Mercy Jayanthi as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Kakinada** situated at Ayyappa Towers(Phase Ii), D.No. 5-1-76, Main Road, Kakinada, East Godavari, Andhra Pradesh-533 001. You will have to join Branch/Office: Kakinada on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Korabandi Mercy Jayanthi , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

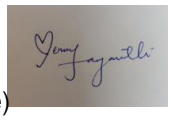

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39550/OFP-210/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Gubba Rakesh ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Gubba Rakesh
H-No: 1-4-130/4/A/4/2
Bayammathota
Kamala Nehru Colony
Mahabubnagar, Telangana-509001

Offer of appointment to Mr. Gubba Rakesh as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at **Head Office/Transaction Monitoring & Fraud Prevention Department** situated at Old Municipal Building, Palace Road, Bank Junction, Aluva, Ernakulam, Kerala-683101. You will have to join Head Office/Transaction Monitoring & Fraud Prevention Department on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Gubba Rakesh , accept and confirm the above terms and conditions.
Place:
Date: 12 July 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Fwd: Fedrecruit - Offer Letter

Parthiban Devanarayanan <parthibandrps@gmail.com> Fri, Nov 19, 2021 at 7:39 AM
To: M S Prasad <msprasad@ibsindia.org>

Dear Sir, Please find the forwarded mail of my offer letter.

---------- Forwarded message ---------
From: <postings@federalbank.co.in>
Date: Mon, 12 Jul 2021 at 8:38 PM
Subject: Fedrecruit - Offer Letter
To: <parthibandrps@gmail.com>
Cc: <recruitment@federalbank.co.in>

HR TALENT ACQUISITION & DEPLOYMENT

FEDERAL BANK
YOUR PERFECT BANKING PARTNER

HR TAD/B/PR-39512/OFP-191/2021-22 12 July 2021

Hearty Welcome!

Great Place To Work® Certified FEB 2021-JAN 2022 INDIA

Dear Parthiban D ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Parthiban D
No. 84
Vanuvampet
Sundaramoorthy Street
Chennai, Tamil Nadu-600091

Offer of appointment to Mr. Parthiban D as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining
Your initial place of posting will be at Branch/Office: **Alagapuri** situated at Ward No.1, Rajkumar Complex, Cumbum Main Road, Alagapuri, Appipatty P.O, Theni, Tamilnadu-625515. You will have to join Branch/Office: Alagapuri on 03/08/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme
As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a three day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 28/07/2021 to 30/07/2021. The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 3 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration
You will be on a pay scale of 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay 36000/- at Aluva would be as follows:

Particulars	**Amount (Rs.)**
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	68323.00

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one months pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non-Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. In case the resulof any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voters ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Banks Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Banks Doctor. You are required to undergo physical medical examination by Banks Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the Defined Contributory Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months notice in writing to the Bank or you would be liable to pay to the Bank three months pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three

months notice in writing to the Bank or you would be liable to pay to the Bank three months pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Parthiban D , accept and confirm the above terms and conditions.
Place:
Date:
(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	**Amount (Rs.)**
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	10919.00
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	7200.00
Total	80298.00

after one year

@ Leased accommodation amount will be credited to Lessors account only (leased accommodation eligibility ranges from Rs.7800/- to 23000/- depending upon the place of posting. At Aluva it is 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

Never reveal your ATM PIN, CVV no. printed on the reverse of the Debit card, Internet banking passwords, OTP etc. to anyone including Bank officials. Federal Bank never asks for your confidential credentials.

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately and destroy all copies of this message and any attachments.
WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.
The Federal Bank Ltd

2 attachments

FBLogo.jpg
8K

Logo Line.jpg
3K

IBS® ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Ravikumar DuPont offer letter

Ravi Kumar <ravikumar9959998963@gmail.com> Mon, Aug 9, 2021 at 1:01 PM
To: M S Prasad <msprasad@ibsindia.org>

---------- Forwarded message ---------
From: **singh, Aradhna** <aradhna.singh@dupont.com>
Date: Mon, Aug 9, 2021, 12:01
Subject: Congratulations!
To: ravikumar9959998963@gmail.com <ravikumar9959998963@gmail.com>
Cc: Almal, Rakesh <rakesh.almal@dupont.com>

On behalf of PSPIPL, We are pleased to offer you the position **Specialist-Blackline Admin.** Your position will be based in **Hyderabad** with an anticipated start date **of 30th August, 2021**

For additional information on our unbridled commitment to deliver essential innovations that enrich people's lives, enable sustainable development and foster human potential for generations to come, please access the following link to better understand & appreciate. Together, we're turning possibilities into real world answers that help humanity prosper!

As a worldwide leader, DuPont is committed to success in everything we do. Part of this commitment is providing an extensive total compensation package for our employees. We are pleased to present the following compensation fitment for your role in DuPont.

Request you to review the same and get back to us **with your consent**, consequent to which we shall initiate the downstream activities.

1. An e-offer will be sent out from our HR system (Workday). This is a global offer template that will carry the base pay and the variable payout. Since each country has its own retiral scheme, the PF and gratuity will be automatically calculated by the system. Please keep this e-mail as it carries the break up.
2. Upon accepting the offer on the system, it will trigger off the background and medical check process

3. **Name**	**Ravikumar Gollavilli**		
Designation	*Specialist*		
Location	*Hyderabad*		
Reporting to	*Manager*		
Structure	***India DSCI***		
SSGL	**J**		
Base Salary	524,127		
		Proposed	

Components	Break-up	Annual	Monthly
Basic	40% of Base (min. 180k annu.)	209,651	17,471
Flexi Allowance	Base - Basic	314,476	26,206
Base Salary		**524,127**	**43,677**
		-	-
Total Guaranteed Cash		**524,127**	**43,677**
% Increase on Guaranteed Cash			
Variable Target - STIP	8%	41,108	
Others			-
Total Cash	**Base + Variable**	**565,235**	**43,677**
Retirals			
Employer's Contribution of PF	12% of Basic	25,158	2,097
Gratuity	4.81% of Basic	10,084	840
Cost To Company (CTC)		**600,477**	**46,614**
% Increase on CTC			

*** All the figures are in INR**

In addition to the above you will also be eligible for insurance as below:

Hospitalization insurance = Rs. 5 lacs for a family unit of Self, Spouse & 2 dependent children

Accident Insurance [only self] = 2.5 times of the Annual Base Salary with a capping at minimum

of INR 1,000,000 and maximum of INR 20,000,000

Life insurance [only self] = 2.5 times of the Annual Base Salary with a capping at minimum of

INR 1,000,000 and maximum of INR 15,000,000, given to beneficiary

Note:

-As per the statutory requirements of the government there may be a change in the compensation structure in near future, with the Basic salary changed to 50% of the Base salary. However, the negotiated Base pay would remain unchanged and a separate CTC letter will be shared later for your reference.

- The above offer of employment is contingent on you clearing the pre-employment medical check and satisfactory background screening

- Please note that the Short Term Incentive Plan (STIP)/Sales Incentive Compensation(SIC) will be contingent on the actual performance of Company, unit and your own individual performance.

- The Company reserves the right, and at its sole discretion, to cancel or modify the STIP/SIC at any time subject to payment of applicable statutory amounts

- If you fail to revert on the above offer within 5 working days the offer stands cancelled

Warm Regards

Aradhna Singh

Hiring Co-ordinator, South Asia, DuPont

cid:image001.png@01D4BC76.4A3ECEE0

Performance Specialty Products (India) Pvt. Ltd.

8th Floor, Tower C, DLF Cyber Greens,

Sector-25A, DLF City, Phase – III,

Gurgaon – 122002, Haryana, India

Cell Phone Number: +91 9935099294

www.dupont.com

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https://www.dupont.com/email-disclaimer.html

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5 attachments

image001.png
4K

image002.png
2K

image003.png
2K

image004.png
1K

image003.png
2K

STRICTLY PRIVATE AND CONFIDENTIAL

Date: 13 Aug 2021

Dear Priyanshu Maurya,

SUBJECT: OFFER CUM EMPLOYMENT LETTER

With reference to your application and the subsequent discussions with you; we are pleased to offer you an appointment at Bajaj Finance Limited ("**Company**") on the following terms:

1. DESIGNATION & BAND

You will be designated as "**Manager - 3in1**" at **GB03 Band.**

2. PERIOD OF EMPLOYMENT

2.1 This Offer of employment is subject to:

a) obtaining your academic qualification - MBA / PGDM Passing Certificate, without undergoing any supplemental exam; and

b) submission of final year marksheet and Academic Certificate issued by the University/Institution within 90 days of their joining.

In the event if the above conditions are not met, the same is construed as breach and the Offer letter stands terminated, without further notice

2.2 Subject to compliance of the above requirement by your good self, please note that, your employment with Bajaj Finance Limited will tentatively commence on 19 Aug 2021 (or any other date as may be agreed by BFL, in its sole discretion) and will continue until terminated by either party, with prior notice to the other as per Clause 5.2 of this Employment Letter.

2.3 The retirement age at the Company is 60 (sixty) years. Your employment will terminate automatically and without further notice on the last day of the month in which your 60th (sixtieth) birthday falls.

3. HOURS AND PLACE OF WORK

3.1 You shall be based in our **Pune - Corporate Office** office but may be required to serve the Company in any place within or outside India, as required.

3.2 You may be required to travel nationally and internationally on the business of the Company.

3.3 You will be required to work such hours as may reasonably be expected of you and as is consistent with an appointment of this nature.

3.4 You may, at the discretion of the Company be transferred to any of the divisions, departments, in the Company, its subsidiaries, branches or associate companies and you shall abide by the standing orders and services rules prevailing in such place/ entity without entitlement to any extra remuneration.

4. SALARY

4.1 Your basic salary will be **Rs. 13,250/-** (**Rupees Thirteen Thousand Two Hundred Fifty only**) and your house rent allowance will be **Rs. 6,625/-** (**Rupees Six Thousand Six Hundred Twenty-five only**) per month. Your emoluments from the Company will be subject to tax deductions at source and other withholdings as required by law.

4.2 A detailed break-up of your compensation is attached as Annexure – A to this Employment Letter.

Bajaj Finance Limited

Corporate Office: 4th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road, Viman Nagar, Pune 411014. Maharashtra, India
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Tel: +91 20 30405060
Fax: +91 20 30405020
Corporate ID No.: L65910MH1987PLC042961

www.bajajfinserv.in/finance

4.3 You hereby authorise the Company to deduct from your salary (including any salary, leave pay, sick pay and pay in lieu of notice period) all debts or sums owed by you to the Company, its subsidiaries or associate companies, including any outstanding loans (and interest thereon) due to the Company, its subsidiaries or associate companies from you.

5. TERMINATION OR RESIGNATION FROM SERVICE

The employment can, subject to the policies of the

5.1. Strict adherence of Clause 2.1of this Offer letter, failing which, it will be construed as breach of terms of employment and your employment stands immediately terminated without further notice, notwithstanding any other clause in this Offer letter.

5.2. Without prejudice to what is stated in Clause 5.1, Company and the terms and conditions of this Employment Letter, be terminated by either party by serving **90 (Ninety days)** written notice to the other party. The notice period of **90 (Ninety days)** is part of the Employee Separation Policy which is available for your reference on the Company's intranet. However, the said notice period is NOT applicable in the event if your representation are found to be wrong and which resulted breach of clause 2.1.

5.3. The Company reserves the right to accept/ reject the notice pay in lieu of notice period mentioned hereinabove. The Company reserves the absolute right to terminate your services at any time without assigning any reason whatsoever by giving you notice in writing or pay in lieu of notice period.

5.4. The Company reserves the right, at its discretion and at any time during the notice period to announce to employees, clients, suppliers and customers of the Company, its subsidiaries or associate companies of your termination/ resignation. However, you expressly agree hereby not to make any announcement of your termination/ resignation unless the same has been formally intimated to you or accepted by the Company in writing, as the case may be.

5.5 You hereby agree that on or before the date of your termination from employment with the Company, you will delete any information, connection or reference between you and the Company, any client or customer of the Company, or any prospective client or customer of the Company stored in any form of Social Media. For the purposes of this Clause, Social Media means any online communication tool which facilitates the creation, publication, storage and/or exchange of user-generated content. Social Media includes (but is not limited to) Twitter, Skype, Facebook, Myspace, YouTube, Flickr, LinkedIn, Wikis, Google+ and Tumblr.

6. ANNUAL SALARY REVISION

6.1. We follow an April to March performance cycle. All salary revisions come up for review in the month of April at the sole discretion of the Company.

6.2. Employees who have joined the organization on or before October 1 in the current calendar year, may be eligible for a proportionate salary review during April of next calendar year. The increment if any, is dependent on various factors including performance of employee and would be proportionate to the months' of service rendered by the employee. Those joining after 1st October, will not be eligible for the same.

7. PERFORMANCE BASED VARIABLE BONUS/ INCENTIVE

7.1. You will be eligible to participate in the Company's variable pay programs/ incentive schemes. The payment under this program depends on your performance, the Company's performance and other parameters as the Company may decide from time to time. Please note that there is no minimum payment under this program.

7.2. Payment of this amount is subject to your being in the Company's employment and also subject to your not having resigned or serving your notice period.

7.3. You will declare your relationship, if any, with any of the directors of the Company as required by

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the Companies Act, 2013.

7.4. In case you are or become related to any employee of the Company, then, in the former case you will inform the Company immediately and in the latter case within 7 days of your becoming so.

7.5. You will abide by all the policies and disclosure norms of the Company that are in effect and by any amendments thereto carried out by the Company from time to time.

8. COMPANY POLICIES AND PROCEDURE

8.1. You shall be required at all times to comply with the Company's rules, policies and procedures as may be amended by the Company from time to time, and the same are to be considered as part of terms and conditions of this Employment Letter. You are also required to comply generally with the standards reasonably expected of an appointment of your nature.

8.2. Without any limitations on your obligations under Clause 8.1 above, you are also required to comply with the Company's disciplinary and grievance procedures which would be applicable to you, a copy of which is available with the Company's HR Department. For the avoidance of any doubt, whilst the Company's disciplinary rules form part of your contract of employment with the Company, the disciplinary and grievance procedures do not and as such, the Company is not under any contractual obligation to apply those procedures in any particular case.

9. ADDITIONAL DUTIES

9.1. You agree and consent that the Company may require you (without additional remuneration) to carry out different or additional duties (including holding any office in the Company, its subsidiaries and associate companies) consistent with your status and position in the Company.

9.2. You agree and consent that the Company may engage another person as a temporary replacement for you and/ or to carry out some or all of the responsibilities of your role on a temporary basis if you are suspended or are otherwise in the reasonable opinion of the Company unable to properly carry out some or all of those responsibilities for any reason.

10. EXCLUSIVE EMPLOYMENT

While employed by the Company, you will not:

10.1. Be an employee of, or be engaged in any other capacity by, any other company or organisation other than the Company, for remuneration and/ or otherwise, whether full time or part time, without the prior written permission from the Company;

10.2. Be involved in any capacity in providing services directly or indirectly to any other person, in respect of any business which is similar to or which does or might reasonably be expected to compete or conflict with any aspect of the business of the Company, its subsidiaries and associate companies or which may otherwise affect the proper and efficient performance of your duties;

10.3. Be entitled to receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any business transacted (whether or not by you) by or on behalf of the Company or its subsidiaries and associate companies. This prohibition also extends to your immediate relatives. If you, any of your immediate relatives or any other company or other business entity in which either you or they are interested directly or indirectly obtain any such discount, rebate, commission or other benefit, you will immediately account to the Company, its subsidiaries and associate companies for the amount received or the value of benefit obtained; and/ or

10.4. Make contact or communicate with any member of the press or media or anyone so connected on behalf of the Company, its subsidiaries and associate companies, or publish any

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articles or letters or post any content on any Social Media platform on behalf of the Company or its subsidiaries and associate companies other than as required for the purposes of carrying out your duties and in strict compliance with the Company's media policy.

11. INTELLECTUAL PROPERTY

11.1. All intellectual property including but not limited to any discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, logo, copyright and all similar rights or get-up made, discovered or created by you during your employment (whether alone or with others and whether or not in the course of your employment) in connection with or relating to the business of the Company, its subsidiaries or associated companies or capable of being used or adapted for use in it shall belong to and be the absolute property of the Company. If required to do so by the Company (whether during or after the termination of your employment), you will, at the expense of the Company, promptly execute all instruments and do all things necessary to vest ownership of all other rights, title and interests (including any registered rights in the same) in such discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, logo, copyright and all similar rights or get-up in the Company (or its nominee) absolutely and as sole beneficial owner.

11.2. You acknowledge that your remuneration and all consideration paid to you by the Company, under this Employment Letter and as may be revised from time to time, includes compensation for the assignment (if any) to the Company of all intellectual property rights and that the rights and obligations under this Clause shall continue in force after the termination of this Employment Letter in respect of any intellectual property created during your employment with the Company and shall be binding upon your legal representatives.

12. CONFIDENTIALITY AND NON-DISCLOSURE

12.1. You hereby agree that without the prior written consent of the Company, either during or after the period of employment and except as required by you in the course of your employment, you shall not divulge, directly or indirectly, or otherwise use, disseminate, disclose, reveal, report, copy, transfer, lecture upon or publish articles concerning any confidential information, including but not limited to all and any intellectual property under Clause 11.1 above which may come to your knowledge during the term of your employment and/ or otherwise, and shall maintain complete secrecy in respect of all such confidential information and/ or intellectual property entrusted to you and shall not use or attempt to use such confidential information and/ or intellectual property in any manner which may or may be likely to injure or cause loss either directly or indirectly to the Company or its business. You hereby agree that this restriction shall continue to apply even after the term of your employment with the Company, your termination from employment with the Company and/ or your resignation from the Company without limit as to a point in time, excepting when such confidential information and/ or intellectual property becomes available in the public domain.

12.2. You hereby agree and acknowledge that in the event of your being in violation of Clause 12.1 above, the Company is at liberty to initiate appropriate civil and criminal legal action against you including but not limited to prosecution for data theft and criminal breach of trust.

12.3. For the purposes of this Employment Letter, "confidential information" includes and is not limited to all trade secrets and confidential information relating to the Company, its subsidiaries or associate companies, or their businesses and its or their past, current or prospective clients and suppliers and their respective businesses, and further includes and is not limited to all intellectual property of the company as under Clause 11.1 above.

13. COMPANY'S IMAGE

You will be always alive to the duties and responsibilities attached to your employment and you shall conduct yourself accordingly and protect and project the image of the Company.

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14. FALSE RECORDS/INFORMATION/ MISREPRESENTATION

14.1. If any document or information furnished by you to the Company is false or if you are, at any time, found to have suppressed any material information, or if you made any misrepresentation, you will be liable for termination without notice and the notice period contemplated under clause 5.1 will NOT apply in such situation.

14.2. Further, this appointment is subject to us receiving satisfactory reports, based on verifications and reference checks done by us.

15. GENERAL

15.1. This Employment Letter and the annexures to this Employment Letter and the various agreements and documents referred to in this Employment Letter constitute the sole record of this Employment Letter between the parties with regard to the subject matter hereof and shall substitute any other agreement/ understanding between the parties in respect of the subject matter of this Employment Letter.

15.2. If any provision of this Employment Letter is held to be illegal, invalid or unenforceable for any reason, such provision may be unenforceable between the parties but without affecting, impairing or invalidating any of the remaining provisions of this Employment Letter which shall continue to be of full force and effect.

15.3. The expiry or termination of this Employment Letter (for any reason) shall not operate to affect any of its provisions which, in accordance with their terms, are expressed to operate or have effect after such expiry or termination.

15.4. Notices must be given by either party by letter or e-mail addressed to the other party at, in the case of the Company its registered office for the time being, and in your case, to your last known address and e-mail address issued by the Company. Notices may also be issued by you to the Company. Any notice given shall be deemed to have been given at the time of delivery to and/ or receipt by the intended recipient.

15.5. This Employment Letter shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts in Pune. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

If the appointment on the above terms and conditions is acceptable to you, you are requested to confirm your acceptance on the above terms and condition by returning one copy of this letter duly signed by you.

Welcome to Bajaj Finance Limited, and wish you a very successful career with the group.

For Bajaj Finance Limited,

Subeer Bakshi
Senior Head – Human Resources

Encl: Annexure

I have fully read and understood the terms of this Employment Letter. I accept the same on the above terms and conditions, and as appointed, I agree to abide by the rules and regulation of the company and will be joining on_____.

Signature : _____

Name : _____

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Annexure - A

Detailed Salary Structure

Date : 13 Aug 2021
Name : Priyanshu Maurya
Band : GB03

Particulars	Annually	Monthly
Basic	159,000	13,250
House Rent Allowance	79,500	6,625
LTA	0	0
Special Allowance	239,362	19,947
Statutory Bonus	30,538	2,545
Contributory Provident Fund	21,600	1,800
Fixed Pay	**530,000**	**44,167**
Gratuity	7,648	
Indicative Performance Pay#	132,500	
Total Cost to Company	**670,148**	

#The Indicative Performance Pay amount as per the current performance pay policy may vary depending upon the performance of individual and of the company. The management reserves the rights to amend policy at any point of time.
* The exact sum of all elements may mismatch up to Rs.10/-. In the event there is any enhancement in the total emoluments to be paid to you on account of change in any statute or notification, then the said enhanced payment will be adjusted from the total CTC payable to you as shown hereinabove. In such a case the company will have the right to restructure your emoluments within the specific CTC.

Other Benefits:

- Gratuity Benefit will be provided as per the provisions Payment of Gratuity Act, 1972.
- Provident fund will be provided as per the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- If your employment is terminated by you for any reason prior to completion of twelve months of services, then you will pay back to the Company the entire joining expense incurred if any, by the Company.
- You would be covered under the Group Term Life Insurance scheme, with a sum insured of **Rs. 2,000,000** /- (**Rupees Twenty Lakh only**). Additionally, you would be covered under the Group Accident Insurance Scheme, with a sum insured of **Rs. 2,500,000** /- (**Rupees Twenty-five Lakh only**).
- Further, you would be entitled to a hospitalization claim policy of up to **Rs. 300,000** /- (**Rupees Three Lakh only**) the premium for which will be borne by the Company. You have the option to include spouse, parents, and up to two children (Group subsidized premium borne by the employee).

Name and Signature, confirming acceptance of the above terms and conditions

Signature : _____

Name :

Date :

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STRICTLY PRIVATE AND CONFIDENTIAL

Date: 13 Aug 2021

Dear Jyotishree Muduli,

SUBJECT: OFFER CUM EMPLOYMENT LETTER

With reference to your application and the subsequent discussions with you; we are pleased to offer you an appointment at Bajaj Finance Limited ("**Company**") on the following terms:

1. DESIGNATION & BAND

You will be designated as "**Manager - 3in1**" at **GB03 Band.**

2. PERIOD OF EMPLOYMENT

2.1 Basis your confirmation that you were relieved from the services of your previous employer as of the date of your joining with Bajaj Finance Limited, please note that, your employment with Bajaj Finance Limited will commence tentatively on **19 Aug 2021** (or any other date as may be agreed by BFL, in its sole discretion) and will continue on an on-going basis, until terminated by either party, with prior notice to the other as per Clause 5.1 of this Employment Letter.

2.2 The retirement age at the Company is 60 (sixty) years. Your employment will terminate automatically and without further notice on the last day of the month in which your 60th (sixtieth) birthday falls.

3. HOURS AND PLACE OF WORK

3.1 You shall be based in our **Pune - Corporate Office** office but may be required to serve the Company in any place within or outside India, as required.

3.2 You may be required to travel nationally and internationally on the business of the Company.

3.3 You will be required to work such hours as may reasonably be expected of you and as is consistent with an appointment of this nature.

3.4 You may, at the discretion of the Company be transferred to any of the divisions, departments, in the Company, its subsidiaries, branches or associate companies and you shall abide by the standing orders and services rules prevailing in such place/ entity without entitlement to any extra remuneration.

4. SALARY

4.1 Your basic salary will be **Rs. 13,250/-** (**Rupees Thirteen Thousand Two Hundred Fifty only**) and your house rent allowance will be **Rs. 6,625/-** (**Rupees Six Thousand Six Hundred Twenty-five only**) per month. Your emoluments from the Company will be subject to tax deductions at source and other withholdings as required by law.

4.2 A detailed break-up of your compensation is attached as Annexure – A to this Employment Letter.

4.3 You hereby authorise the Company to deduct from your salary (including any salary, leave pay, sick pay and pay in lieu of notice period) all debts or sums owed by you to the Company, its subsidiaries or associate companies, including any outstanding loans (and interest thereon) due to the Company, its subsidiaries or associate companies from you.

5. TERMINATION OR RESIGNATION FROM SERVICE

The employment can, subject to the policies of the

5.1. Company and the terms and conditions of this Employment Letter, be terminated by either party by serving **90 (Ninety days)** written notice to the other party. The notice period of **90 (Ninety**

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days) is part of the Employee Separation Policy which is available for your reference on the Company's intranet. However, the said notice period is NOT applicable in the event if your representation are found to be wrong and which resulted breach of clause 2.1.

5.2. The Company reserves the right to accept/ reject the notice pay in lieu of notice period mentioned hereinabove. The Company reserves the absolute right to terminate your services at any time without assigning any reason whatsoever by giving you notice in writing or pay in lieu of notice period.

5.3. The Company reserves the right, at its discretion and at any time during the notice period to announce to employees, clients, suppliers and customers of the Company, its subsidiaries or associate companies of your termination/ resignation. However, you expressly agree hereby not to make any announcement of your termination/ resignation unless the same has been formally intimated to you or accepted by the Company in writing, as the case may be.

5.4. You hereby agree that on or before the date of your termination from employment with the Company, you will delete any information, connection or reference between you and the Company, any client or customer of the Company, or any prospective client or customer of the Company stored in any form of Social Media. For the purposes of this Clause, Social Media means any online communication tool which facilitates the creation, publication, storage and/or exchange of user-generated content. Social Media includes (but is not limited to) Twitter, Skype, Facebook, Myspace, YouTube, Flickr, LinkedIn, Wikis, Google+ and Tumblr.

6. ANNUAL SALARY REVISION

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7.3. You will declare your relationship, if any, with any of the directors of the Company as required by the Companies Act, 2013.

7.4. In case you are or become related to any employee of the Company, then, in the former case you will inform the Company immediately and in the latter case within 7 days of your becoming so.

7.5. You will abide by all the policies and disclosure norms of the Company that are in effect and by any amendments thereto carried out by the Company from time to time.

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8.1. You shall be required at all times to comply with the Company's rules, policies and procedures as may be amended by the Company from time to time, and the same are to be considered as part of terms and conditions of this Employment Letter. You are also required to comply generally with the standards reasonably expected of an appointment of your nature.

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8.2. Without any limitations on your obligations under Clause 8.1 above, you are also required to comply with the Company's disciplinary and grievance procedures which would be applicable to you, a copy of which is available with the Company's HR Department. For the avoidance of any doubt, whilst the Company's disciplinary rules form part of your contract of employment with the Company, the disciplinary and grievance procedures do not and as such, the Company is not under any contractual obligation to apply those procedures in any particular case.

9. ADDITIONAL DUTIES

9.1. You agree and consent that the Company may require you (without additional remuneration) to carry out different or additional duties (including holding any office in the Company, its subsidiaries and associate companies) consistent with your status and position in the Company.

9.2. You agree and consent that the Company may engage another person as a temporary replacement for you and/ or to carry out some or all of the responsibilities of your role on a temporary basis if you are suspended or are otherwise in the reasonable opinion of the Company unable to properly carry out some or all of those responsibilities for any reason.

10. EXCLUSIVE EMPLOYMENT

While employed by the Company, you will not:

10.1. Be an employee of, or be engaged in any other capacity by, any other company or organisation other than the Company, for remuneration and/ or otherwise, whether full time or part time, without the prior written permission from the Company;

10.2. Be involved in any capacity in providing services directly or indirectly to any other person, in respect of any business which is similar to or which does or might reasonably be expected to compete or conflict with any aspect of the business of the Company, its subsidiaries and associate companies or which may otherwise affect the proper and efficient performance of your duties;

10.3. Be entitled to receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any business transacted (whether or not by you) by or on behalf of the Company or its subsidiaries and associate companies. This prohibition also extends to your immediate relatives. If you, any of your immediate relatives or any other company or other business entity in which either you or they are interested directly or indirectly obtain any such discount, rebate, commission or other benefit, you will immediately account to the Company, its subsidiaries and associate companies for the amount received or the value of benefit obtained; and/ or

10.4. Make contact or communicate with any member of the press or media or anyone so connected on behalf of the Company, its subsidiaries and associate companies, or publish any articles or letters or post any content on any Social Media platform on behalf of the Company or its subsidiaries and associate companies other than as required for the purposes of carrying out your duties and in strict compliance with the Company's media policy.

11. INTELLECTUAL PROPERTY

11.1. All intellectual property including but not limited to any discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, logo, copyright and all similar rights or get-up made, discovered or created by you during your employment (whether alone or with others and whether or not in the course of your employment) in connection with or relating to the business of the Company, its subsidiaries or associated companies or capable of being used or adapted for use in it shall belong to and be the absolute property of the Company. If required to do so by the Company (whether during or after the termination of your employment), you will, at the expense of the Company, promptly execute all instruments and do all things necessary to vest ownership of all other rights, title and interests (including any registered rights in the same) in such discovery, model, concept, idea,

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11.2. You acknowledge that your remuneration and all consideration paid to you by the Company, under this Employment Letter and as may be revised from time to time, includes compensation for the assignment (if any) to the Company of all intellectual property rights and that the rights and obligations under this Clause shall continue in force after the termination of this Employment Letter in respect of any intellectual property created during your employment with the Company and shall be binding upon your legal representatives.

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12.3. For the purposes of this Employment Letter, "confidential information" includes and is not limited to all trade secrets and confidential information relating to the Company, its subsidiaries or associate companies, or their businesses and its or their past, current or prospective clients and suppliers and their respective businesses, and further includes and is not limited to all intellectual property of the company as under Clause 11.1 above.

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You will be always alive to the duties and responsibilities attached to your employment and you shall conduct yourself accordingly and protect and project the image of the Company.

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14.2. Further, this appointment is subject to us receiving satisfactory reports, based on verifications and reference checks done by us.

15. GENERAL

15.1. This Employment Letter and the annexures to this Employment Letter and the various agreements and documents referred to in this Employment Letter constitute the sole record of this Employment Letter between the parties with regard to the subject matter hereof and shall substitute any other agreement/ understanding between the parties in respect of the subject

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matter of this Employment Letter.

15.2. If any provision of this Employment Letter is held to be illegal, invalid or unenforceable for any reason, such provision may be unenforceable between the parties but without affecting, impairing or invalidating any of the remaining provisions of this Employment Letter which shall continue to be of full force and effect.

15.3. The expiry or termination of this Employment Letter (for any reason) shall not operate to affect any of its provisions which, in accordance with their terms, are expressed to operate or have effect after such expiry or termination.

15.4. Notices must be given by either party by letter or e-mail addressed to the other party at, in the case of the Company its registered office for the time being, and in your case, to your last known address and e-mail address issued by the Company. Notices may also be issued by you to the Company. Any notice given shall be deemed to have been given at the time of delivery to and/ or receipt by the intended recipient.

15.5. This Employment Letter shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts in Pune. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

If the appointment on the above terms and conditions is acceptable to you, you are requested to confirm your acceptance on the above terms and condition by returning one copy of this letter duly signed by you.

Welcome to Bajaj Finance Limited, and wish you a very successful career with the group.

For Bajaj Finance Limited,

Subeer Bakshi
Senior Head – Human Resources

Encl: Annexure

I have fully read and understood the terms of this Employment Letter. I accept the same on the above terms and conditions, and as appointed, I agree to abide by the rules and regulation of the company and will be joining on_____.

Signature : _____

Name : _____

Bajaj Finance Limited

Corporate Office: 4th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road, Viman Nagar, Pune 411014. Maharashtra, India
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Tel: +91 20 30405060
Fax: +91 20 30405020
Corporate ID No.: L65910MH1987PLC042961

www.bajajfinserv.in/finance

Annexure - A

Detailed Salary Structure

Date : 13 Aug 2021
Name : Jyotishree Muduli
Band : GB03

Particulars	Annually	Monthly
Basic	159,000	13,250
House Rent Allowance	79,500	6,625
LTA	0	0
Special Allowance	239,362	19,947
Statutory Bonus	30,538	2,545
Contributory Provident Fund	21,600	1,800
Fixed Pay	**530,000**	**44,167**
Gratuity	7,648	
Indicative Performance Pay#	132,500	
Total Cost to Company	**670,148**	

#The Indicative Performance Pay amount as per the current performance pay policy may vary depending upon the performance of individual and of the company. The management reserves the rights to amend policy at any point of time.
* The exact sum of all elements may mismatch up to Rs.10/-. In the event there is any enhancement in the total emoluments to be paid to you on account of change in any statute or notification, then the said enhanced payment will be adjusted from the total CTC payable to you as shown hereinabove. In such a case the company will have the right to restructure your emoluments within the specific CTC.

Other Benefits:

- Gratuity Benefit will be provided as per the provisions Payment of Gratuity Act, 1972.
- Provident fund will be provided as per the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- If your employment is terminated by you for any reason prior to completion of twelve months of services, then you will pay back to the Company the entire joining expense incurred if any, by the Company.
- You would be covered under the Group Term Life Insurance scheme, with a sum insured of **Rs. 2,000,000** /- (**Rupees Twenty Lakh only**). Additionally, you would be covered under the Group Accident Insurance Scheme, with a sum insured of **Rs. 2,500,000** /- (**Rupees Twenty-five Lakh only**).
- Further, you would be entitled to a hospitalization claim policy of up to **Rs. 300,000** /- (**Rupees Three Lakh only**) the premium for which will be borne by the Company. You have the option to include spouse, parents, and up to two children (Group subsidized premium borne by the employee).

Name and Signature, confirming acceptance of the above terms and conditions

Signature : _____

Name :

Date :

Bajaj Finance Limited

Corporate Office: 4th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road, Viman Nagar, Pune 411014. Maharashtra, India
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Tel: +91 20 30405060
Fax: +91 20 30405020
Corporate ID No.: L65910MH1987PLC042961

www.bajajfinserv.in/finance

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

1 message

Anshuman Naik <naik.anshuman6369@gmail.com> Tue, Jul 27, 2021 at 1:59 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

User I'd - naik.anshuman6369@gmail.com
Password - Anshu@123!123

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Thu, 15 Jul 2021 at 10:35 PM
Subject: Online Offer
To: naik.anshuman6369@gmail.com <naik.anshuman6369@gmail.com>
Cc: Vasudeva, Ridhi <ridhi.vasudeva@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-07-22 17:05 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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SecureMessageAtt.html
251K

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Offer Letter- Anshuman Naik

1 message

Anshuman Naik <naik.anshuman6369@gmail.com> Fri, Jul 16, 2021 at 12:34 AM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Sir,

Please find attachment of my offer letter from Bank Of America.

Thank You.

2100287742.pdf
171K

Private & Confidential

15 Jul 2021

Anshuman Naik
House no. - 74/b , peyton sahi, po - buxi bazaar,
Cuttack Sadar
Odisha
753001
India

Dear Anshuman,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **30 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **30 Jul 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 15 Jul 2021**
Accepted and Agreed:

Anshuman Naik

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 15 Jul 2021
Name: Anshuman Naik
Job Title: Team Leader
Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

1 message

aravindhan sundar <aravindhan01081997@gmail.com> Tue, Jul 27, 2021 at 2:02 PM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Fri, Jul 16, 2021 at 7:00 PM
Subject: Online Offer
To: aravindhan01081997@gmail.com <aravindhan01081997@gmail.com>
Cc: Vasudeva, Ridhi <ridhi.vasudeva@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-07-23 13:30 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

Secured by Proofpoint Encryption, Copyright © 2009-2020 Proofpoint, Inc. All rights reserved.

--
Regards,
Aravindhan
Student,
IBS, Hyderabad

SecureMessageAtt.html
250K

IBS ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

BofA Offer Letter - Aravindhan S

1 message

aravindhan sundar <aravindhan01081997@gmail.com> Fri, Jul 16, 2021 at 10:15 PM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

Respected sir,

I'm Aravindhan S (19BSPHH01C0191) who got placed in Bank of America. I have attached my Offer Letter of Bank of America for your reference.

Thanks a lot for your continuous support and motivation sir.

--
Thanks & Regards,
Aravindhan S
Student,
IBS, Hyderabad

Aravindhan S (BofA Offer Letter).pdf
170K

Private & Confidential

16 Jul 2021

Aravindhan S
5/260, Bharathi Street, R.S.Road, Mettukadai,
Erode
Tamilnadu
638107
India

Dear Aravindhan,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **30 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **30 Jul 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 16 Jul 2021**
Accepted and Agreed:

Aravindhan S

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 16 Jul 2021
Name: Aravindhan S
Job Title: Team Leader
Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

2 messages

Charath Chandran <charath23@gmail.com> Tue, Jul 27, 2021 at 11:56 AM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Fri, May 28, 2021 at 12:12 AM
Subject: Online Offer
To: charath23@gmail.com <charath23@gmail.com>
Cc: Dsouza, Anthony - HR <anthony.dsouza@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-06-03 18:42 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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SecureMessageAtt.html
250K

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org> Tue, Jul 27, 2021 at 12:00 PM
To: Cheedi Srinivas <srinivasc@ibsindia.org>

[Quoted text hidden]

SecureMessageAtt.html
250K

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Regarding offer letter

1 message

Charath Chandran <charath23@gmail.com> Fri, May 28, 2021 at 8:53 AM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

Respected sir,
I would like to thank you for all the support and guidance given by you and also for providing me the opportunity to take part in the bank of america process .

Kindly find the offer letter attached in this email.

Thank you

Regards,
Charath Chandran Sendhilnathan
ICFAI Business School, Hyderabad

Offer letter.pdf
170K

Private & Confidential

27 May 2021

Charathchandran Sendhilnathan
Plot No:68, 6th Street, Annai Therasa Nagar,Puzuthivakkam
Chennai
TamilNadu
600091
India

Dear Charathchandran,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **31 May 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **31 May 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 27 May 2021**
Accepted and Agreed:

Charathchandran Sendhilnathan

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 27 May 2021
Name: Charathchandran Sendhilnathan
Job Title: Team Leader
Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Online Offer

1 message

0430_Himani Mishra <himani.mishra19@ibsindia.org> Tue, Jul 27, 2021 at 1:18 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Good Afternoon sir

Greetings for the day
The credentials required are as follows:
User Name: himani.mishra19@ibsindia.org
Password: India@123

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Fri, 16 Jul 2021 at 8:47 PM
Subject: Online Offer
To: himani.mishra19@ibsindia.org <himani.mishra19@ibsindia.org>
Cc: Bhasin, Himit <himit.bhasin@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-07-23 15:17 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Himani Mishra | OFFER LETTER | Bank Of America

1 message

0430_Himani Mishra <himani.mishra19@ibsindia.org> Fri, Jul 16, 2021 at 9:23 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Good evening Sir

Greetings of the day
Please find the attachment for your reference.

Regards
Himani Mishra

2100183866.pdf
129K

Private & Confidential

16 Jul 2021

Himani Mishra

Tower 1, 903, Valley View Estate, Gwal Pahari, Faridabad Road

Gurgaon

Haryana

122003

India

Dear Himani,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at **Band 7**. Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **30 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of BA Continuum India Pvt. Ltd. by **30 Jul 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your actual Date of Joining the services of the company, notwithstanding the date of joining as mentioned in the offer letter.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. For the first ninety (90) days of your services/employment you will be deemed to be on probation. Subject to successful background verification as stated in clause below, your confirmation in employment shall be contingent on you producing your Degree/Graduation Certificate/ Provisional degree certificate or such other educational documents as may be requested by the Company, within forty five (45) days of Date of Joining. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate your services with immediate effect or as deemed fit by the Company. Notwithstanding the above, during the probation period and the extended probation period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days of completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre- employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: **16 Jul 2021**

Accepted and Agreed:

_____

Himani Mishra

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 16 Jul 2021

Name: Himani Mishra

Job Title: Team Leader

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Basic Salary: 339500
House Rent Allowance: 169750
LTA: 30000
Advanced Statutory Bonus: 0
Employer's Contribution to Provident Fund: 40740
Gratuity (as per payment of Gratuity Act)*: 16330
BA Continuum Allowance: 373680
Total Annual Compensation (CTC): 970000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

1 message

siddharth gandhi <siddharthgandhi22@gmail.com> Tue, Jul 27, 2021 at 12:47 PM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

ID: siddharthgandhi22@gmail.com
Password: Myname@123

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Thu, Jul 15, 2021, 10:35 PM
Subject: Online Offer
To: siddharthgandhi22@gmail.com <siddharthgandhi22@gmail.com>
Cc: Vasudeva, Ridhi <ridhi.vasudeva@bofa.com>

This is a secure message from Bank of America.

Click here by 2021-07-22 17:05 GMT to read your message. After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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4 attachments

BANK OF AMERICA **logo.png** 11K

lock.gif 2K

BANK OF AMERICA **logo.png** 11K

SecureMessageAtt.html 251K

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Offer Letter- BOFA

1 message

siddharth gandhi <siddharthgandhi22@gmail.com> Fri, Jul 16, 2021 at 12:22 AM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

Respected Sir,

Greetings of the day!

I have just got the offer letter from the company. Please find the attachment.

Sincerely,
Siddharth Gandhi
19BSPHH01C1176

2100049702.pdf
170K

Private & Confidential

15 Jul 2021

Siddharth Kunjbihari Gandhi
42, Kalrav society, Javanpura, Idar
Sabarkantha
Gujarat
383430
India

Dear Siddharth,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **30 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **30 Jul 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 15 Jul 2021**
Accepted and Agreed:

Siddharth Kunjbihari Gandhi

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 15 Jul 2021
Name: Siddharth Kunjbihari Gandhi
Job Title: Team Leader
Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

10:07 AM

Online Offer External Inbox

Offer - Global Business Se... 26 May

to me, Dsouza

From Offer - Global Business Services • offer.global.business.services@bofa.com

To nikita.prabhukhanolkar19@ibsindia.org

Cc Dsouza, Anthony - HR • anthony.dsouza@bofa.com

Date 26 May 2021, 11:59 PM

Standard encryption (TLS).
See security details

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-06-02 18:29 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

BofA offer letter

1 message

NIKITA PRABHUKHANOLKAR <nikita.prabhukhanolkar19@ibsindia.org> Thu, May 27, 2021 at 10:50 AM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

Respected Sir,

I am Nikita Prabhukhanolkar have attached my offer letter as below.

Thankyou

Regards
Nikita Prabhukhanolkar

BofA offer letter.pdf

Private & Confidential

26 May 2021

Nikita Radhakrishna Prabhukhanolkar
Nandanvan society, b-19/503, spine road, gharkul, sector no.17/19, chikhali pradhikaran
Pune
Maharashtra
412114
India

Dear Nikita,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **31 May 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **31 May 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 26 May 2021**
Accepted and Agreed:

Nikita Radhakrishna Prabhukhanolkar

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 26 May 2021
Name: Nikita Radhakrishna Prabhukhanolkar
Job Title: Team Leader
Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

ACESS MEDITECH

STRICTLY PRIVATE & CONFIDENTIAL

23rd August 2021

Mr. Kushal Tapedia,
H.No- 32-2-13/14, Sivalayam street,
lotus tower, moghal rajapuram, Vijayawada (Urban),
Krishna, Andhra Pradesh – 520010.

Dear Mr. Kushal Tapedia,

We are Pleased to offer you employment as per below:

Position
You are offered the job at Acess Meditech Private Ltd, in the capacity as a **"Marketing Associate"** and your work location will be at Hyderabad. Your date of joining will be as **23rd August 2021.**

Your Role & Responsibility:

You are expected to execute all the responsibilities as below:

- To establish a marketing strategy, it's necessary to get closer to the clients and listen in order to find out what their needs are.
- A company is a chain of members pursuing a common goal: to fulfil its mission and maximize its profits, while respecting the principles of business ethics.
- Tracking daily operations and reporting or resolving issues.
- Maintains deadlines on deliverables and communicates on an ongoing basis with partners and team about contractual issue and Protects operations by keeping information confidential.
- Will be involved n creation of marketing materials that include brochures, magazine publications, content creation.
- Responsible for Online product demonstrations, digital Marketing.
- Responsible for all end- to end activities related to Marketing
- Marketing helps companies achieve their objectives because it is customer-centric.
- Responsibility for creating and meeting KPI's in line with business objectives, including:
- Development productivity rates.
- Quality.
- Levels of rework
- Manage and execute software development projects from be
- Collaborate effectively with all team members as well as hold re... team meetings.

Nagina Nargis

Acess MediTech Private Limited
CIN No.: U24232AP2007PTC053363
10-3-316/3, 3rd Floor, TEK Towers, Masab Tank, Hyderabad-500 028. Telangana, INDIA.
Tel.: +91 40 66367600 / +91 40 66367601, Fax : +91 40 66367602
www.acessmeditech.com - info@amtpl.com

You are expected to travel in India and outside India (International travel), if required as per the requirements related to project work.

Compensation:

Your commencing Total Cost -to –Company Annual Salary will be as per this letter of appointment (attached). Salary will be paid on the last working day of each month. Your Salary is strictly Confidential and you are expected to maintain its Confidentiality. Any breach of this Confidence will be viewed with utmost seriousness.

Your salary will be revised in accordance with Acess Meditech Policies. The amount payable to you upon such revision is at the sole discretion of the management of Acess Meditech. You will have to report to Mr. Syed Aijazuddin, your salary is confidential and should be discussed only with Mr. Syed Aijazuddin or with the HR Head if advised.

Hours of work

Presently Monday - Friday including 30 minutes lunch break. Working hours are from 9:00 AM to 7:00 PM Monday to Friday. Actual hours may vary; depending on the nature of your work and the department you work in. you should discuss details on specific working hours with your immediate superior. Should the Number of days increase timings will be adjusted accordingly based on the contract requirements, in all cases you will not work more than the present working hours.

However, you will be expected to devote sufficient time to your duties to enable them to be carried out efficiently which may require you to attend the office, or to be available to fulfill your function, outside these hours and days.

Since the office is working 5 days a week the office policy doesn't allow 3 consecutive days off, therefore if the employee takes Friday off other then the agreed holiday list, Saturday will be deducted should the employee take off on Monday then Sunday will be deducted and in case if the employee takes off on both Friday and Monday then Saturday and Sunday will be deducted. (There maybe exceptions but this depends purely on the management on case to case).

Notice Period:

Your service with the Company is bounded by the Employment Agreement confirming on minimum Two Years commitment to work with Acess Meditech. The Employee can leave the Company with Three months written prior notice and approval of the relieving by the Management of Acess Meditech only after the Completion of the applicability of the Employment Agreement. Your relieving from the services of the Company would be contingent

upon successful serving of the full and complete notice period and the Successful completion of the Project work assigned.

Failing to do so would entitle Acess Meditech to recover damages for all losses caused due to any shortfall in serving the full and complete notice period. You also agree for the Monetary Penalty of INR One Lakh in case if they leave during the commitment period. Acess Meditech in which case will not furnish a relieving & Experience letter in case of shortfall in the notice period unless such shortfall is been signed off by appropriate Reporting Manager. In case of gross misconduct, Acess Meditech reserves the right to terminate the employment without notice in which case no severance will be payable. If an employee leaves the company without prior intimation and formal resignation, it shall be construed as 'Absconding' and Strict Legal course of action will be taken against the Employee.

Termination:

Acess Meditech reserves the right to terminate your employment on grounds of breach of policy, misconduct or unsatisfactory performance. Absence for a continuous period of Seven days without prior approval or your supervisors/ reporting manager (Including overstay of leave/ training) would be treated as abandonment of service and can lead to termination without notice. In such case Acess Meditech reserves the right to recover from you all expenses incurred with regards to any training and development, up-skilling or on the job training provided by Acess Meditech including any damages suffered due to loss of billing.

Salary Revision:

There will be an increase in salary for 1- 5% below average, 5-10% for above average on the existing salary based on the performance of the employee subject to management decision and Company's growth. Any other increments or remunerations will be purely based on the Performance and as per the Company's growth.

Retirement:

Your contractual and normal retirement age is 60 years. There are no retirement benefits. For determination of age, the details furnished by you and verified by the Company at the time of joining will be deemed to be final and binding. Your date of birth as registered in the rolls of the company is 22nd January 1997.

General & Code of Conduct:

- ✓ You are required to maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all company policies and procedures.

- ✓ You will abide by all the staff rules, regulations and policies, which are in force for the time being, or may be framed from time to time.
- ✓ It is an express condition that the Company Personnel are whole- time employees and accordingly, you shall devote full time and attention to the Company's business and affairs.
- ✓ You shall not without express prior written permission of the Company directly or indirectly undertake any other business, work or public office, or render advisory or other services on payment or otherwise in connection with any other business enterprise. In the event of breach of this condition on your part, you will be subject to immediate termination without notice or compensation.
- ✓ You shall not give out to anyone in any manner whatsoever in particular, or any other details of any of the matters pertaining to the Company or its working, any other Confidential information. In the event of this breach of this condition on your part, you will be subject to immediate termination without notice or compensation.
- ✓ If any of the particulars furnished by you in your application or interview is found to be false or incorrect, you will be subject to immediate termination without notice or compensation.
- ✓ You are not authorized to represent the Company at any public forums, press meetings/ conferences or publish articles in magazines/ newspapers unless otherwise authorized by the Management. Any views expressed in your personal capacity will be treated as your own and not that of the Company. The Company will not be responsible or liable for any claims that may arise out of such views.
- ✓ You will abide by all statutory and regulatory laws at all times and violation of any of these may result in your immediate termination of employment without notice or compensation.
- ✓ During the Employment with the Company you would be governed by the Employment Agreement which will is annexed to this appointment letter.
- ✓ Details of the general rules of Acess Meditech and the provisions relating to the other benefits will be contained in the Human Resources Manual (employee hand book), which will be available on the internal network and a hard copy would be given to you shortly. It is the policy of Acess Meditech containing Company compliance rules, prohibiting its employees from using confidential price sensitive or material non-public information in any transaction, personal or otherwise.

Cost of Technical Training and Liquidated Damages:

In order to help you to acquire specialized skills and enhanced technical knowledge, the Company may, at the Company's sole discretion on case to case basis, offer to finance the cost of such specialized courses and training at the Company's own training establishments or at the training facilities of third parties, within or outside India, from time to time during the term of

Nagma Nargis

your employment. The Company is providing you this financial assistance on the expectation that you will upon completion of such training continue to provide the services to the Company for a reasonable period. Further, some of the technical training that the Company may provide you may be of unique competitive value to the Company and the Company will suffer significant damages if such knowledge is disclosed or utilized by you for any of the Company's Competitors.

The Company will waive the recovery of the financial assistance provided to you for such specialized courses or technical training if you continue your services with the Company for a period of one year after the Completion of the relevant course or training. The amount of liquidated damages payable if you breach the aforesaid condition will be inclusive of the cost of training (Including but not limited to round trip airfare, living expenses, training fees and other incidental expenses) plus the amount reasonably determined by the Company to be the most likely damages that the Company will suffer; if you fail to continue your services with the Company for atleast one year after you complete the relevant training.

By accepting this offer of employment you acknowledge and agree that it is extremely difficult to determine the exact amount of monetary damages that the Company will suffer if you fail to return and continue your employment with the Company after acquiring such specialized skills and the amount to be advised by the Company as liquidated damages represents a fair and reasonable estimation mutually agreed by the parties to be the liquidated damages that you will pay the Company in the event of your failure to continue your employment with the Company for a period of one year after you complete the specialized course or technical training. You also agree to execute any undertaking or instruments as the Company may reasonably require before deputing you on such training, to evidence your aforesaid obligations.

Non- Solicitation:

You shall not during the term of your employment with the Company or for a period of twelve months following the date of termination of your employment by/with the Company, directly or indirectly solicit, entice, persuade or induce any employee of the Company to terminate or refrain from extending or renewing (on the same or different terms) such person's employment or business relationship with the Company or any of its affiliates. Also, you shall not authorize or assist any other person in doing the same.

Company Property:

- ✓ During your term of employment, you will not remove from the Company's premises any documents, records, files, notebooks, correspondence, computer printouts, computer programs, computer software, pricelists, microfilm, or other similar documents containing confidential information, Including copies thereof, whether prepared by you or others, except as your duties shall require, and in such cases, you will promptly return such items to the Company without duplicating or making copies thereof.
- ✓ Upon termination of your employment with the Company, all such items including summaries or copies thereof, then in your possession, items that were given to you during your employment with the Company but which belong to the Company such as mobile phones, drawer keys, identity cards, laptops etc shall be returned to the Company immediately. You agree to return such items, which shall be a requirement in order for you to receive, at the time of such termination, or any other time thereafter, any compensation due to you pursuant to any paragraphs herein or otherwise.

Mobility:

In view of the nature of our business, it may become necessary to require you to work in different divisions, sections and at different days, including Sundays or any of the Statutory holidays (the same can be offset at a different day subject to your availability requirement and agreement with the HR), at ACESS MEDITECH. Acceptance of our offer of employment is acceptance of this obligation of flexibility on your part.

References:

You are required to provide us with two references. This offer is subject to:

1. Receipt of satisfactory references
2. Passing of medical examinations, if any.
3. Verification on your age and education qualifications.

At the time of Joining please bring along with you the following for our records:

- Proof of Date of Birth (Passport or any other valid document)
- Identity Proof (Passport or any other valid document)
- Address Proof (Passport or any other valid document)

Nagma Naz

Please confirm your acceptance of the above terms and conditions by signing on this letter and returning the same. You shall receive the duplicate copy of the letter upon returning this letter.

We welcome you as a member of our team and wish you a successful career with ACESS MEDITECH.

Yours sincerely

Nagina Nargis

Nagina Nargis
Director

ACESS MEDITECH PVT. LTD. * Hyderabad *

Terms and conditions

Accepted by:

Signature... Kshal

Date...23/08/2021

ANNEXURE-I

Break up Total Cost To Company (TCC)

Name	Mr. Kushal Tapedia	
Designation	Marketing Associate	
	Annual CTC	Monthly CTC
Annual CTC Breakup	5,00,000	41,666
Basic Salary	2,49,996	20833
House Rent Allowance	99,996	8,333
Conveyance Allowance	19,200	1,600
Personal Allowance	1,30,800	10,900
Gross Pay	5,00,000	41,666
Total Cost to Company	5,00,000	41,666

Tax Terms:

1. All Statutory Compliance are as per Government Norms.
   Please note the above components are subject to deduction of tax at source and provisions of Income Tax act of Government of India from time to time.

Nagma Nargis

WeMakeScholars EdTech Pvt Ltd.

12th August 2021

To: Mr.Mrityunjay Sharma,

Dear Mrityunjay,

WeMakeScholars Edtech Pvt. Ltd. ("the Company") is pleased to offer you employment as **Regional Head - Northern Region(States yet to be decided)** at Hyderabad on the following terms:

1. Duties

As Regional Head -Northern Region(States yet to be decided) , you agree to devote the whole of your professional time, attention and energy to the performance of your designated tasks and not, directly or indirectly, consult with, advise, work for or have any interest in any competing business or pursuit during this employment that creates a conflict of interest.

2. Remuneration Package

Annual Compensation: You are being offered an annual CTC of **Rs. 5,00,000 (Five Lakh only)** which is divided into Fixed Pay (inclusive of standard company benefits) of Rs. 4,20,000 (Four Lacs Twenty thousand only) plus performance-based variable pay of Rs. 80,000 (Eighty Thousand only). Annexure-I specifies the breakdown of fixed pay into net monthly take home.

3. Benefits

You shall be entitled to any benefits available to personnel in your job category and for which you are eligible in accordance with any benefit plan or policy adopted by the Company during your employment. Please check Annexure- II for the details of benefits.

4. **Exclusive Monetary Compensation**

You agree that your compensation under Clause 2 of this letter constitutes the full and exclusive monetary consideration and compensation for all services rendered by you under this letter of agreement.

5. Working Hours

The normal expected standard working hours are 9:30 am to 6:30 pm from Monday to Saturday with 2nd and 4th Saturday Off. However, there may be occasions where you may be required to work beyond these hours and you are expected to cooperate accordingly. Your salary includes compensation for any such additional hours.

6. Employment Contract:

You are obliged to serve a minimum period of 12 months at the company. If you break this contract before completing your tenure, you would be relieved on payment of a sum of money equal to three month's salary in lieu thereof.

7. Probation Period:

For the first 2 months at the organization, you will be under probation. Please note that the fixed salary for the probation period is the same as per section 2. But kindly note that if the company doesn't find your learning satisfactory during these 2 months period and decide to end this relation, the first 15 days salary will be deducted, before setting the dues, as that is a pure training period. Contract terms and conditions are applicable.

8. Separation with no Cause

For separation with no Cause, either party may give notice of separation of employment at any time, **subject to two month's notice** in writing which is mandatory. Following any termination of the period of Employment, you shall fully co-operate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also co-operate in the defense of any action brought by

any third party against the Company that relates in any way to your acts of commissions while employed by the Company provided that you are adequately compensated for such co-operation and that all costs and expenses associated with the same, including any legal costs incurred by you, are paid by the Company. You agree that all property, including, without limitation, all equipment, tangible proprietary information documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your Employment, belongs to the Company and shall be returned promptly to the Company upon termination of the period of Employment.

9. Separation for Cause

At any time, the Company may terminate your employment for a cause (as defined below): The Company shall pay you all compensation then due and owing. Termination for "cause" means the failure on your part to properly carry out your duties after intimation by the Company of the failure to do so and an opportunity for you to correct the same within a reasonable time and with imposition of some extra unpaid workdays, from the date of receipt of such notice, conviction for theft, fraud or another serious crime by a court of competent jurisdiction, or dishonesty or gross, willful and persistent misconduct by you involving the property, business or affairs of the Company or the carrying out of your duties. Kindly note that it may or may not have a notice period. The bond breaking fee will be applicable incase, company terminates you, with a sense that you are intentionally not willing to abide by the work or other policies.

10. Policies and Procedures

You agree to adhere to the policies and procedures contained in the Company's Employee Handbook as they may from time to time be amended by the Company and called to your attention. You also agree that these policies and procedures shall be binding upon you, except that if they are inconsistent with this letter of agreement, this letter of agreement shall govern. You agree that it is your duty to acquaint yourself with the Company's policies and procedures, which are available to you in the offices of the Company, in case of doubt as to your conduct, rights or obligations and in advance of taking an action. You also agree to the terms of the

Company's Employee Confidentiality and Non-Compete Agreement, which you agree to review carefully and to sign before commencing employment.

11. Modification

The terms of this letter of agreement between you and the Company may be amended only by an agreement in writing signed by you and the Company.

12. Entire Agreement

The terms of this letter of agreement together with its attachments, when accepted and signed by you, embody the complete agreement and understanding between you and the Company related to your employment. Once agreed to, this letter of agreement supersedes any and all other prior or contemporaneous oral or written agreements between you and the Company with respect to your employment and contains all of the agreements of any kind whatsoever between you and the Company with respect to your employment. You and the Company acknowledge that no representations, inducements, promises or agreements, whether oral or written, express or implied, have been made either by you or by anyone acting on behalf of the Company that are not incorporated in this letter and that no other agreement or promise not contained in this letter shall be valid or binding.

13. Voluntary Agreement

You represent and agree that you have reviewed all aspects of the terms set forth in this letter, have carefully read and fully understand all of its provisions, have had the opportunity to review any and all of its aspects with legal, tax or other advisors of your choice, and, by your signature below, are voluntarily entering into this agreement with the Company.

14. Pre-Joining requirements: On the date of signing the offer letter, please submit the following documents:-

Documents Checklist	**ACK**
Original 10th Marksheet	
Original 12th Marksheet	
Degree Certificate original or Provisional certificate	
Degree Sem original marksheets	
Copy of relieving letter	
Copy of work experience certificate	
Copy of Aadhar Card/Driving licence	
Copy of Pan card	

These documents will be with the organization for your employment tenure.

Annexure-I

Fixed Pay Breakdown

Annual fixed CTC	4,20,000
Fixed monthly compensation	35,000
Base Salary	17,500
House Rent allowance	7,000
Medical Allowance	933
Conveyance Allowance	3,733
Car perquisites	2,917
Leave travel Allowance	2,917
Deduction of Professional tax	200
Net Take Home Monthly Salary (before Income Tax-TDS)*	34,800

Variable Pay:
You get file based incentive (paid monthly)**
Depending on your performance, you will be eligible for a variable pay of upto 80,000. The total variable can be higher or lower than 80,000 subjected to your performance in the organization.

Note:

- *All figures in rupees*
- *The above are subject to applicable taxes as per the Indian Income-tax guidelines*
- *All other terms and conditions of your appointment, not specifically altered by this letter, remain unchanged.*
- *Your compensation is personal & confidential to you. Sharing/discussing the same with anybody other than the designated authority is not permitted.*

**TDS would be deducted as per Indian Income-tax guidelines*

Annexure-II

This section defines the benefits and paid work-offs offered to you. Your rights under any such benefit policies or plans shall be governed solely by the terms of the policies or plans. The Company reserves to itself or its designated administrator the exclusive authority and discretion to determine all issues of eligibility, interpretation, and administration of each Company benefit plan or policy. The Company or its designated administrator reserves the right to modify or terminate each benefit plan or program.

Basic

A. Paid work-offs: You shall be entitled to 2 paid work-off/ leave per month (excluding the Sundays). This can be considered as sick leave or vacation leave.

B. Company Holidays: In addition to 24 annual paid leaves, you shall also be entitled to 17 festival / national holidays in a year as per the company calendar.

Advanced- When someone needs you more than us

We understand that sometimes you have more important things to take care of, than your work at the office. And we agree that monetary compensation may not be the right solution in such situations. Hence, to make our work culture better, we entitle our loyal team members with the following additional benefits.

A. Your wedding- Being a young team- mostly unmarried, we know that most of you will need our support to make your big day even better. Hence, you will be entitled to 8 days paid wedding leave if you had been with the company for a period of 18 months or more.

B. Maternity / Paternity leave- We believe that good work and life balance makes you more efficient. Hence, we don't want you to miss those important moments of life. You shall be entitled to 60 days Maternity or 20 days Paternity (including Sundays and company holidays in that period) if you had been with the company for a period of 30 months or more.

C. Taking care of Parents- Our parents need us more when they are growing old. As an employer, it is our responsibility to support you in that phase of your life. If you be with the company for 3 yrs or more, your work from homes will be doubled if both

your parents stay with you and are above 70. You will avail this benefit for the unlimited number of years until your parents are alive.

Date of reporting: I hope that you find the foregoing terms acceptable. Please indicate your agreement with these terms and accept this offer by signing and dating the duplicate copy of this letter and returning it to us. You are required to report to the office of the Company by **Joining date will depend on batch availability**. The terms of this offer are strictly confidential between you and the Company.

We welcome you to WeMakeScholars Edtech Pvt. Ltd. and look forward to your contribution to growing the business together.

Sincerely,

Indumathy Devarakonda
HR Manager
WeMakeScholars Edtech Pvt. Ltd.

I am happy to accept the offer of employment with WeMakeScholars Edtech Pvt. Ltd.**Joining date will depend on batch availability** and look forward to being a part of the WeMakeScholars team.

ACCEPTED AND AGREED

_____ Dated: _____, 2021

Mrityunjay Sharma

We look forward to hearing from you soon. Should you have any query, please do not hesitate to contact hr@wemakescholars.com (Phone No: +91-9346752922)

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor
Commerce @ Mantri 12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bengaluru 560076
Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

Reference ID: 119176

31 August 2021

Simran Gera

Dear Simran,

We are pleased to offer you employment in the position of Associate Campaign Specialist with Oracle Solution Services (India) Private Limited ("Oracle"). Your base of operation is Bengaluru, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR 588,626.00 payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 5.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

The break-up of Total Gross compensation is given below:

Components	Amount (INR) p.a
A. Basic salary	246,254.00
B. Flexible Benefit Plan (FBP) **	300,977.00
C. Annual Gross Pay AGP (A+B)	547,231.00
D. Company's contribution to PF	29,550.00
E. Company's contribution to Gratuity	11,845.00
Total Gross (C+D+E)	**588,626.00**

** - Details of Flexible Benefit Plan is provided in the Annexure *"Employment Agreement & Employment Benefits"*

The Company may, at any time, review and/or restructure the Compensation Package.

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor
Commerce @ Mantri 12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bengaluru 560076
Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest.

In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

International transfers may be subject to a background check, depending on their function and location, and applicable laws and regulations, provided they did not go through the screening process when they were originally hired at Oracle. In some countries, local laws and regulations and local Oracle policy may prohibit the screening of merger and acquisition employees.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process. If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for 2 weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Niranjan Rajashekara (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within 2 weeks from the date hereof.

Oracle Solution Services (India) Private Limited

Registered office address:
7th and 8th Floor
Commerce @ Mantri 12/1, 12/2,
Nayanappasetty Palya Village
Bannerghatta Road
Bengaluru 560076
Karnataka

Phone +91 80 4029 6000
Fax +91 80 4029 6475
CIN: U72900KA1995PTC018327

Yours Sincerely,
For and on behalf of **Oracle Solution Services (India) Private Limited**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

1 message

Aanchal verma <aanchal.verma1116@gmail.com> Sat, Aug 14, 2021 at 1:15 PM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Wed, 26 May, 2021, 11:59 PM
Subject: Online Offer
To: aanchal.verma1116@gmail.com <aanchal.verma1116@gmail.com>
Cc: Dsouza, Anthony - HR <anthony.dsouza@bofa.com>

This is a secure message from Bank of America.

Click here by 2021-06-02 18:29 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

Secured by Proofpoint Encryption, Copyright © 2009-2020 Proofpoint, Inc. All rights reserved.

4 attachments

BANK OF AMERICA **logo.png**
11K

lock.gif
2K

lock.gif
2K

SecureMessageAtt.html
250K

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Aanchal Verma - Offer letter

1 message

Aanchal verma <aanchal.verma1116@gmail.com> Thu, May 27, 2021 at 10:41 AM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

Dear Sir,

Please find the attachment.

Regards,
Aanchal

2100215929.pdf
169K

Private & Confidential

26 May 2021

Aanchal Verma
Society colony, prabhunath nagar, post- tari, chapra,
Saran
Bihar
841301
India

Dear Aanchal,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **31 May 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **31 May 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 26 May 2021**
Accepted and Agreed:

Aanchal Verma

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 26 May 2021
Name: Aanchal Verma
Job Title: Team Leader
Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

EvokeTechnologies™

The V-Ascendas,
Capella Block, 4th & 8th Floor,
Plot No. 17, Software Units Layout,
Madhapur Hyderabad – 500081
Tel No: +91-040 4050 0900
E-mail: hrteam@evoketechnologies.com

Date: August 14, 2021

Mr. Rhitwik Singh
H. No.407, Sri Venkateshwar Krupa,
3rd Ward, College Road, Hosapete,
Ballari, Karnataka, Pin - 583201.

Sub: Letter of Offer of Employment

Dear Rhitwik,

Further to the interview and discussions you had with us, we are pleased to offer you the position of **Trainee - Sales Research Associate** with Evoke Technologies Private Limited.

Your annualized Total Compensation (TC) will be **Rs. 5, 50, 000 (Five Lakhs Fifty Thousand Only)** which shall be inclusive of all benefits.

You are required to join the Company and shall report at our office on or before **16th August 2021**. You shall be provided with the Appointment Letter and details of your salary structure on the day of your joining.

You warrant and represent to the Company that you are free from any contractual restrictions or obligation, whatsoever, restricting you from accepting this offer or commencing your employment on the date of joining.

You undertake that you shall devote all work efforts exclusively to the Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of the Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the Board of Directors or supervisory board of other enterprises shall be subject to the Company's prior written consent. Any publications and lectures by you on topics relating to the Company's business or interests shall be subject to the Company's prior written consent.

You will not take up any other work for remuneration (part time or otherwise) or work on advisory or in any other capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the company, without the prior written consent from the company.

This offer is contingent upon you showing all original documents supporting your education and work experience and your appointment shall be subject to the satisfactory verification of your original testimonials and certificates submitted by you at the time of joining. If at any point of time during your employment, it appears or becomes known to the Company that you have concealed or suppressed or misrepresented any fact or necessary information or that you have submitted to the Company, documents which you reasonably believe to be forged or non – genuine, the Company may take any action as it deems fit in its sole discretion, including immediate termination of your employment and bar you from subsequent employment opportunities with the Company.

EvokeTechnologies™

The V-Ascendas,
Capella Block, 4th & 8th Floor,
Plot No. 17, Software Units Layout,
Madhapur Hyderabad – 500081
Tel No: +91-040 4050 0900
E-mail: hrteam@evoketechnologies.com

Please bring the following along with the originals for verification on the day of your joining:

1. Recent Passport size photographs (4 copies)
2. Educational Certificate(s) Copies (SSC / Intermediate / Graduation / PG)
3. Copy of Offer and Relieving letter from all previous employers
4. Last 3 months Salary Slips
5. Form 16
6. Copy of PAN card (Mandatory)
7. Identity Proof - Valid passport/ Driver's license/ PAN card/ Voter's ID card or Ration card
8. Proof of Address- Passport/Aadhar-Card/Electricity Bill/ Telephone Bill/Ration Card

Your employment with us also requires you to sign a Non-disclosure, Non-competition and Non-Solicitation Agreement and provide an undertaking for abiding by the Company IT Policy under the Technical Management Programme (s) (TMP) of the Company and enter into such other agreements, from time to time, as may be required by the Company. Please note that the TMP is subject to revision(s) from time to time and all amendments or revisions made therein shall be binding on you. By accepting this offer, you further agree that you shall adhere to and abide by the rules and regulations of the Company, as amended from time to time, as may be applicable to you.

This offer shall be accepted within 3 working days of the receipt and would be deemed void with immediate effect if you do not report at our office on the date and time mentioned above.

This offer letter shall be treated by you in the strictest confidence and shall not be circulated to any third party, or person, company, institution etc. for any purpose whatsoever.

We are excited at the possibility of having you as a part of our team and hope that you share our enthusiasm. Please confirm your acceptance of the above terms and conditions by signing and returning to us a copy of this offer letter.

Please feel free to get in touch, with the undersigned, for any questions or assistance that you may need.

With Best Wishes

Ramesh Mantana
"Vice President – Human Resources & Operations"

ACCEPTANCE

I have read and understood the terms and conditions contained in this letter and I hereby accept the terms of the offer and undertake to abide by the rules and regulations of the Company.

Signature:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Revised _ Online Offer

1 message

Bidisha Kashyap <bidisha.kashyap@gmail.com> Sat, Aug 14, 2021 at 12:28 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Hi Sir,

Please find the email below.
Apologies for the delay.

Thanks,
Bidisha

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Tue, 11 May 2021 at 2:19 PM
Subject: Revised _ Online Offer
To: bidisha.kashyap@gmail.com <bidisha.kashyap@gmail.com>
Cc: Gupta, Shubhi <sgupta173@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-05-18 08:49 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

Secured by Proofpoint Encryption, Copyright © 2009-2020 Proofpoint, Inc. All rights reserved.

SecureMessageAtt.html
645K

Private & Confidential

11 May 2021

Bidisha Kashyap
House No 7,Giban Krishna Path,near hengrabari LP School
Guwahati
Assam
781036
India

Dear Bidisha,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Sr Tech Associate** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **12 May 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case youdo not join the services of **BA Continuum India Pvt. Ltd.** by **12 May 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of deliveringcompensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the timeof execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and youundertake not to request for a copy thereof or base a claim of any nature against any person including theCompany with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordancewith legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminateyour employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make yourline manager and HR representative aware of these obligations at the time of accepting this offer. This will includeany post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by whichyour former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would meanyou could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or youremployment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amountspent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable fromyou by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consentof any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in bythe Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor

Senior Vice President

Date**:11 May 2021**
Accepted and Agreed:

Bidisha Kashyap

Date: 11/05/2021_____

City: Guwahati_____

Annexure I: Compensation Details

Date of Offer: 11 May 2021
Name: Bidisha Kashyap

Job Title: Sr Tech Associate
Band: 7

Annual Compensation

Annual Compensation Components	**(All figures are in Rs. per annum)**
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Re: Email from Bank of America Offer Letters

5 messages

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org> Sat, Aug 14, 2021 at 12:23 PM
To: Aanchal verma <aanchal.verma1116@gmail.com>, Sharjot026@gmail.com, Sadhika Madaan <sadhikamadaan34@gmail.com>, bidisha.kashyap@gmail.com

Dear All,

We have been repeatedly asking you to forward the email received from BOFA HR,without any response from you. The Other students have already shared the details.

We hereby advise you to forward the route email received from BOFA, without any further delay

For your easy understanding, I am herewith attaching the screenshot, which we received earlier from one of the students.

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Fri, Jul 16, 2021 at 7:00 PM
Subject: Online Offer
To: aravindhan01081997@gmail.com <aravindhan01081997@gmail.com>
Cc: Vasudeva, Ridhi <ridhi.vasudeva@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-07-23 13:30 GMT to read your message. After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the

With Warm Regards
U V Chalapathi Rao,
Corporate Relations
M-7731925599 / D-8247684996
Email:Chalapathirao@ibsindia.org
IBS Hyderabad (AACSB Accredited)
A constituent of IFHE - Deemed to be University under Section 3 of UGC ***Dontanpally, Shankarpalli Road, Hyderabad-501 504, India.***
WWW.ibshyderabad.org / WWW.ifheindia.org

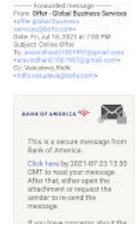

Screenshot_2021_0809_113916.png
288K

Sadhika Madaan <sadhikamadaan34@gmail.com> Sat, Aug 14, 2021 at 12:33 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Sir,

I have already forwarded you the mail dated 9 August 2021.

Thanks
Sadhika
[Quoted text hidden]

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org> Sat, Aug 14, 2021 at 12:36 PM
To: Sadhika Madaan <sadhikamadaan34@gmail.com>

Sadhika,

It was (email from) not Clear. Pl.Forward it clearly

With Warm Regards
U V Chalapathi Rao,
Corporate Relations
M-7731925599 / D-8247684996
Email:Chalapathirao@ibsindia.org
IBS Hyderabad (AACSB Accredited)
A constituent of IFHE - Deemed to be University under Section 3 of UGC ***Dontanpally, Shankarpalli Road, Hyderabad-501 504, India.***
WWW.ibshyderabad.org / WWW.ifheindia.org

[Quoted text hidden]

Aanchal verma <aanchal.verma1116@gmail.com> Sat, Aug 14, 2021 at 1:18 PM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

Dear Sir,

I have now forwarded you the mail as asked. Sorry for the inconvenience.

Regards,
Aanchal
[Quoted text hidden]

Harjot Singh <sharjot026@gmail.com> Sat, Aug 14, 2021 at 1:41 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Hello Sir

Apologies for the delay.

Please find the attachment.

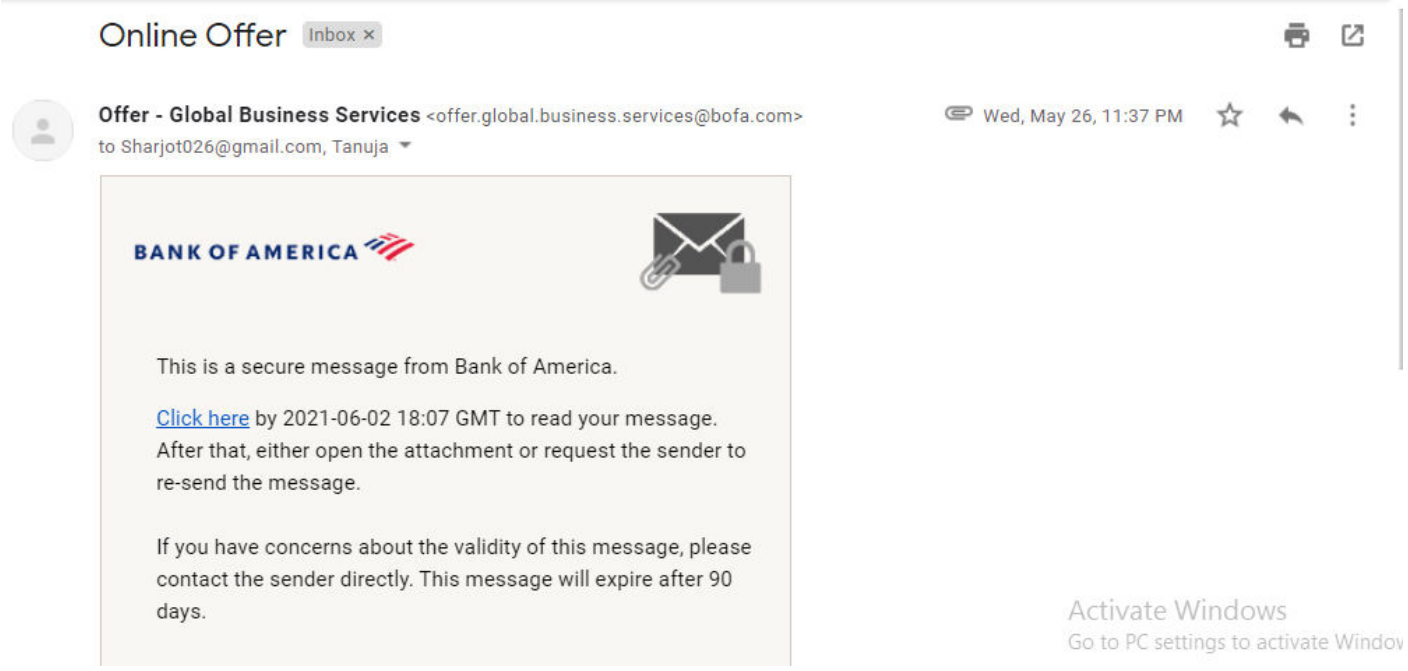

Regards
Harjot Singh
7888234138
[Quoted text hidden]

Private & Confidential

26 May 2021

Harjot Singh

D-801 , Sr.no.287/2A 2B/2 Shree Ram Hill View, Sathe Wasti, Lohagaon,

Pune

Maharashtra

411047

India

Dear Harjot,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at **Band 7**. Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **31 May 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of BA Continuum India Pvt. Ltd. by **31 May 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your actual Date of Joining the services of the company, notwithstanding the date of joining as mentioned in the offer letter.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. For the first ninety (90) days of your services/employment you will be deemed to be on probation. Subject to successful background verification as stated in clause below, your confirmation in employment shall be contingent on you producing your Degree/Graduation Certificate/ Provisional degree certificate or such other educational documents as may be requested by the Company, within forty five (45) days of Date of Joining. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate your services with immediate effect or as deemed fit by the Company. Notwithstanding the above, during the probation period and the extended probation period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days of completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre- employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: **26 May 2021**

Accepted and Agreed:

_____

Harjot Singh

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 26 May 2021

Name: Harjot Singh

Job Title: Team Leader

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Basic Salary: 339500
House Rent Allowance: 169750
LTA: 30000
Advanced Statutory Bonus: 0
Employer's Contribution to Provident Fund: 40740
Gratuity (as per payment of Gratuity Act)*: 16330
BA Continuum Allowance: 373680
Total Annual Compensation (CTC): 970000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

IBS ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

2 messages

Sadhika Madaan <sadhikamadaan34@gmail.com> Mon, Aug 9, 2021 at 6:09 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Dear sir,

I hope this is what you are looking for.
In case anything is required please let me know.

Thank you
Sadhika Madan
19BSPHH01C0975

---------- Forwarded message ---------
From: **Sadhika Madaan** <sadhikamadaan34@gmail.com>
Date: Tue, 1 Jun 2021 at 10:40 PM
Subject: Re: Online Offer
To: Offer - Global Business Services <offer.global.business.services@bofa.com>
Cc: Vyas, Tanuja R <tanuja.r.vyas@bofa.com>

Thank you for offering me the Team Leader Position in BA Continuum India Pvt. Ltd. I am honored to be considered for the same.
I am excited to officially accept the offer letter and begin working with the Team by 23 June 2021.
Please find my attached soft copy offer acceptance letter.

Thanks and Regards
Sadhika Madan

On Tue, 1 Jun 2021 at 22:02, Offer - Global Business Services <offer.global.business.services@bofa.com> wrote:

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-06-08 16:32 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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2100185270.pdf
240K

Sadhika Madaan <sadhikamadaan34@gmail.com> Sat, Aug 14, 2021 at 1:00 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Tue, 1 Jun 2021 at 10:02 PM
Subject: Online Offer

To: sadhikamadaan34@gmail.com <sadhikamadaan34@gmail.com>
Cc: Vyas, Tanuja R <tanuja.r.vyas@bofa.com>

BANK OF AMERICA

This is a secure message from Bank of America.

Click here by 2021-06-08 16:32 GMT to read your message. After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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SecureMessageAtt.html
251K

Private & Confidential

01 Jun 2021

Sadhika Madan
H.No 416, Dharampura Mohalla,
Bahadurgarh, Jhajjar
Haryana
124507
India

Dear Sadhika,

Congratulations, subsequent to the interview process we are pleased that you are considering joining **BA Continuum India Pvt. Ltd.** (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at Band **7.** Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **23 Jun 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of **BA Continuum India Pvt. Ltd.** by **23 Jun 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining or in the event you do not join the services on the Date of Joining, such other commencement date on which you start work for the Company.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion.

For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days after completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period,

waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("**CIS Form**") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licenses, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer

which you receive following your resignation, such as a relieving letter, which summarizes the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in

connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such background verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,
For **BA Continuum India Pvt. Ltd.**

Jiten Kapoor
Senior Vice President

Date**: 01 Jun 2021**
Accepted and Agreed:

Sadhika Madan

Date: 01 JUNE 2021

City: BAHADURGARH

Annexure I: Compensation Details

Date of Offer: 01 Jun 2021 Name: Sadhika Madan Job Title: Team Leader Band: 7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Basic Salary	**339500**
House Rent Allowance	**169750**
LTA	**30000**
Advanced Statutory Bonus	**0**
Employer's Contribution to Provident Fund	**40740**
Gratuity (as per payment of Gratuity Act)*	**16330**
BA Continuum Allowance	**373680**
Total Annual Compensation (CTC)	**970000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's Policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

Date: 13-Jan-2021

Dear: Abhijit

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer and is subject to you passing all your examinations.

Your annual emoluments will be **INR 647,423 (Rupees Six Lakh Forty Seven Thousand Four Hundred Twenty Three Only)** on a total cost-to-company (TCC) basis. Please refer to ***Annexure A*** for the breakdown of the above, as well as the over-and-above components.

You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

Your promotion readiness will be assessed on the basis of your performance, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company. The Company's skills matrix will guide your professional development.

The annual performance review process is conducted in two cycles, i.e., January and July. Your eligibility for your salary increment will depend on your date of joining the Company. The details are as follows:

Date of Joining	**Salary Increment Eligibility**
October 2020 – March 2021	January 2022*
April 2021– September 2021	July 2022*
October 2021 – March 2022	January 2023*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your goals, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 14-Jan-2021, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

_____

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 600,000
One Time Bonus*	INR 30,000
Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***One Time Bonus**
This is a one-time payout of INR 30,000 to be paid in two equal instalments along with the 9th and 12th month salary. Your fixed gross salary will be considered during the annual increment process. The one-time bonus stands recoverable in case you decide to leave the firm before completing 18 months from the date of joining The Smart Cube.

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A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Recruitment Drive at IBS Hyderabad

Raj Kishore Nayak <rajkishore@ibsindia.org> Mon, Aug 16, 2021 at 9:28 AM
To: Naga raju <naga1354@gmail.com>

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Subject: Re: Recruitment Drive at IBS Hyderabad
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Gaurav Bhari <gaurav.bhari@thesmartcube.com>,

Hi Rajkishore,

Below are the candidates who have been selected after the final round of interviews for **Analyst - Research** profile:

1. Abhijit Panigrahi
2. Tiyas Som
3. Jayanti Jain
4. Pratyush Tiwari
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Attached are the soft copies of the offer letters for the candidates. Please share the letters with candidates and ask them to share their acceptance by signing the letter and send the signed letters to us by **Thursday, 14 January 2021 - 5:30 PM.** Feel free to reach out to us for any further clarifications.

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Best Regards,

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Offer Letter-Abhijit Panigrahi.pdf
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Offer Letter-Jayati Jain.pdf
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Date: 13-Jan-2021

Dear: Jayati

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

This letter confirms the following terms of your job offer and is subject to you passing all your examinations.

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You will be governed by the office rules and regulations. You will be on probation for three months, during which we reserve the right to terminate your services without prior notice. You will need to serve the requisite notice period as per company policy, should you decide to leave it during the probation period or after confirmation of your employment with the Company. The Company reserves the right to forfeit one-twelfth of your annual fixed gross salary should you leave before six months from your date of joining.

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Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 14-Jan-2021, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

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Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

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Total Cost to Company Breakdown	
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Date: 13-Jan-2021

Dear: Nirbhay

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

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Yours sincerely,

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Sushma Rana
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Annexure – A

Total Cost to Company Breakdown	
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Gratuity	INR 14,423
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

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Cc: Gaurav Bhari <gaurav.bhari@thesmartcube.com>,

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Date: 13-Jan-2021

Dear: Pratyush

Based on our discussions, we believe that there is a good fit between your long-term career interests and The Smart Cube's growth plans. Therefore, we are extending you an offer to join The Smart Cube, Noida, full time, as an **Analyst** in the Research Team. The Smart Cube is hereinafter referred to as the "Company".

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Yours sincerely,

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Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Annexure – A

Total Cost to Company Breakdown	
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Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 647,423

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Date: 13-Jan-2021

Dear: Tiyas

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532K

Date: 13-Jan-2021

Dear: Shivangi

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October 2021 – March 2022	January 2023*

*The increment will be pro-rated from the date of joining the firm.

Your emoluments, thereafter, will be reviewed on an annual basis. Promotion to the next level will be subject to your performance in the Company, and will depend solely on your performance, ability to meet/exceed your goals, and adherence to the Company's values. You will be eligible for an annual performance-based bonus as per company policy once you are promoted to the level of Senior Manager & above.

Your compensation details are strictly confidential and are not to be disclosed to anyone within or outside the Company. Disclosure of compensation details is a violation of our Disciplinary Policy.

We trust that the above terms and conditions are in consonance with our verbal commitments and are acceptable to you.

Kindly sign the duplicate of this letter to indicate your acceptance and have it sent across to our office. This offer is valid till 17:30 on 14-Jan-2021, after which it stands withdrawn.

We look forward to your acceptance and hope that you will have a rewarding career with The Smart Cube.

Yours sincerely,

_____

Sushma Rana
Chief Human Resources Officer
Smart Cube India Pvt. Ltd.

Annexure – A

Total Cost to Company Breakdown	
Fixed Gross Salary Per Annum	INR 630,000
One Time Bonus*	INR 30,000
Gratuity	INR 15,144
Medical Insurance	INR 3,000
Annualized Total Cost to Company	INR 678,144

Explanation of Compensation Components

Fixed Gross Salary
To be structured as per company policies once you join us, in order to minimize your tax liability within the framework of the Income Tax Act.

***One Time Bonus**
This is a one-time payout of INR 30,000 to be paid in two equal instalments along with the 9th and 12th month salary. Your fixed gross salary will be considered during the annual increment process. The one-time bonus stands recoverable in case you decide to leave the firm before completing 18 months from the date of joining The Smart Cube.

Gratuity
As per the Gratuity Act of 1972, gratuity is payable to an employee who has rendered continuous service of five years or more on his/her termination of employment, superannuation, retirement or resignation. It is calculated as; (Last drawn Basic x 15) / 26 x Number of years of continuous service (>5 years).

Medical Insurance
A Floater Medical Insurance cover of INR 1 Lac is extended for yourself and your family as per company policy.

Please Note: Other Employee Benefits, such as subsidized cafeteria benefits, loans and soft loans for studies are offered as per company policy from time to time and are not accounted for in the above-mentioned Total Cost to Company.

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Recruitment Drive at IBS Hyderabad

Raj Kishore Nayak <rajkishore@ibsindia.org> Mon, Aug 16, 2021 at 9:28 AM
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Jaya Peddinti** <jaya.peddinti@thesmartcube.com>
Date: Wed, Jan 13, 2021 at 8:13 PM
Subject: Re: Recruitment Drive at IBS Hyderabad
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Gaurav Bhari <gaurav.bhari@thesmartcube.com>,

Hi Rajkishore,

Below are the candidates who have been selected after the final round of interviews for **Analyst - Research** profile:

1. Abhijit Panigrahi
2. Tiyas Som
3. Jayanti Jain
4. Pratyush Tiwari
5. Shivangi Singh Chauhan
6. Nirbhay Arora

Attached are the soft copies of the offer letters for the candidates. Please share the letters with candidates and ask them to share their acceptance by signing the letter and send the signed letters to us by **Thursday, 14 January 2021 - 5:30 PM.** Feel free to reach out to us for any further clarifications.

Thank you for all the support and coordination from your end to ensure the process was carried out properly.

Best Regards,

Jaya Peddinti | University Relations - Human Resources
jaya.peddinti@thesmartcube.com
T +91 120 450 8000 (Ext: 1489) | M +91 9899045536
thesmartcube.com

THE Smart Cube

Great Place To Work. Certified MAR 2020-FEB 2021 INDIA

Great Place To Work. Certified MAR 2020-FEB 2021 INDIA

6 attachments

Offer Letter-Nirbhay Arora.pdf
532K

Offer Letter-Pratyush Tiwari.pdf
532K

Offer Letter-Shivangi Singh Chauhan.pdf
532K

Offer Letter-Abhijit Panigrahi.pdf
532K

Offer Letter-Jayati Jain.pdf
532K

Offer Letter-Tiyas Som.pdf
532K

Appointment Letter

Name: Chinmay Tiwari

Date: Wednesday, April 07th, 2021

Dear Chinmay Tiwari,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Certybox (**"Company"**), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Monday, 26th April, 2021**. Your work location would be **Work from Home for first 2 months**. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 10 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable). However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department & Designation:

Department : Business Development
Designation : Business Development Executive
Training Location : Work from Home first 2 months then Certybox Vijayawada, AP

6. Cost to the Company: You ll work under unpaid training for first 2 months. You are eligible for a performance pay up in the form of Incentives based on your individual targets and performance numbers during your 2 months training period.

7. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time.

8. Leaves: You are not entitled with any paid leave in your training cum probation period.

9. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

10. Termination & Resignation: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 15 days written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

d) Upon Resignation, Salary will be transferred after 90 days from your acceptance date.

11. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not

limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company.

12. **Intellectual Property Rights:** All the intellectual property rights in the material developed by you, course material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

13. **Indemnity:** You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

a. Any act or omission by you;

b. Contravention of any of the terms, conditions, covenants of this letter or the Non- Disclosure and Confidential Information Agreement;

c. Any representation or warranty or information furnished to the Company found to be false;

d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or

e. Failure to adhere to the standards/specifications/policies of the Company.

14. **General Provisions:**

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

g. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

h. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

i. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the court of Local City.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

This is system generated offer letter and does not require authorized signature.

Yours sincerely,

Certybox **Accept Job Offer by signing below**

Human Resource **Signature:**

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Confirmation of Job Offer

Sindhu Reddy <sindhu.reddy@certybox.com> Tue, Mar 30, 2021 at 10:03 AM
To: triveni.agarwal19@ibsindia.org, rajkishore@ibsindia.org
Cc: janardhan.reddy@certybox.com

Dear Triveni,

Greetings from Certybox!!

We are pleased to confirm the following candidates for the position of business development executive at CERTYBOX.

1)Sushmit Kumar

2)Chinmay Dev Tiwari

3)Deepak Koyalkar

Offer letter to the specified candidates will be released in the 3rd week of April.

We look forward to their joining at CERTYBOX.

Regards,

Sindhuja

HR Manager

CERTYBOX SKILLS FOR TOMORROW

Appointment Letter

Name: Kollipalli Sushmith Kumar

Date: Wednesday, April 07th, 2021

Dear Kollipalli Sushmith Kumar**,**

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Certybox (**"Company"**), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Monday, 26th April, 2021**. Your work location would be **Work from Home for first 2 months**. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 10 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable). However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department & Designation:

Department : Business Development
Designation : Business Development Executive
Training Location : Work from Home first 2 months then Certybox Vijayawada, AP

6. Cost to the Company: You ll work under unpaid training for first 2 months. You are eligible for a performance pay up in the form of Incentives based on your individual targets and performance numbers during your 2 months training period.

7. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time.

8. Leaves: You are not entitled with any paid leave in your training cum probation period.

9. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

10. Termination & Resignation: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 15 days written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

d) Upon Resignation, Salary will be transferred after 90 days from your acceptance date.

11. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not

limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company.

12. **Intellectual Property Rights:** All the intellectual property rights in the material developed by you, course material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

13. **Indemnity:** You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

a. Any act or omission by you;

b. Contravention of any of the terms, conditions, covenants of this letter or the Non- Disclosure and Confidential Information Agreement;

c. Any representation or warranty or information furnished to the Company found to be false;

d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or

e. Failure to adhere to the standards/specifications/policies of the Company.

14. **General Provisions:**

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

g. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

h. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

i. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the court of Local City.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

This is system generated offer letter and does not require authorized signature.

Yours sincerely,

Certybox **Accept Job Offer by signing below**

Human Resource **Signature:**

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Confirmation of Job Offer

Sindhu Reddy <sindhu.reddy@certybox.com> Tue, Mar 30, 2021 at 10:03 AM
To: triveni.agarwal19@ibsindia.org, rajkishore@ibsindia.org
Cc: janardhan.reddy@certybox.com

Dear Triveni,

Greetings from Certybox!!

We are pleased to confirm the following candidates for the position of business development executive at CERTYBOX.

1)Sushmit Kumar

2)Chinmay Dev Tiwari

3)Deepak Koyalkar

Offer letter to the specified candidates will be released in the 3rd week of April.

We look forward to their joining at CERTYBOX.

Regards,

Sindhuja

HR Manager

CERTYBOX SKILLS FOR TOMORROW

Appointment Letter

Name: Deepak Koyalkar

Date: Wednesday, April 07th, 2021

Dear Deepak Koyalkar,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Certybox (**"Company"**), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Monday, 26th April, 2021**. Your work location would be **Work from Home for first 2 months**. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 10 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable). However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department & Designation:

Department : Business Development
Designation : Business Development Executive
Training Location : Work from Home first 2 months then Certybox Vijayawada, AP

6. Cost to the Company: You ll work under unpaid training for first 2 months. You are eligible for a performance pay up in the form of Incentives based on your individual targets and performance numbers during your 2 months training period.

7. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time.

8. Leaves: You are not entitled with any paid leave in your training cum probation period.

9. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

10. Termination & Resignation: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 15 days written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

d) Upon Resignation, Salary will be transferred after 90 days from your acceptance date.

11. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not

limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company.

12. **Intellectual Property Rights:** All the intellectual property rights in the material developed by you, course material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

13. **Indemnity:** You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

a. Any act or omission by you;

b. Contravention of any of the terms, conditions, covenants of this letter or the Non- Disclosure and Confidential Information Agreement;

c. Any representation or warranty or information furnished to the Company found to be false;

d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or

e. Failure to adhere to the standards/specifications/policies of the Company.

14. **General Provisions:**

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

g. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

h. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

i. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the court of Local City.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

This is system generated offer letter and does not require authorized signature.

Yours sincerely,

Certybox **Accept Job Offer by signing below**

Human Resource **Signature:**

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Confirmation of Job Offer

Sindhu Reddy <sindhu.reddy@certybox.com> Tue, Mar 30, 2021 at 10:03 AM
To: triveni.agarwal19@ibsindia.org, rajkishore@ibsindia.org
Cc: janardhan.reddy@certybox.com

Dear Triveni,

Greetings from Certybox!!

We are pleased to confirm the following candidates for the position of business development executive at CERTYBOX.

1)Sushmit Kumar

2)Chinmay Dev Tiwari

3)Deepak Koyalkar

Offer letter to the specified candidates will be released in the 3rd week of April.

We look forward to their joining at CERTYBOX.

Regards,

Sindhuja

HR Manager

CERTYBOX SKILLS FOR TOMORROW

Chinmaya Shukla
New Delhi

8th June 2021

Sub: Offer Letter

Dear Chinmaya

With reference to your application and subsequent discussions/interviews, we are pleased to offer you appointment as Assistant Manager at our Delhi NCR Office. You have to join on or before 1st July 2021.

Your monthly salary will be as per the annexure attached. Any tax liability arising out of your salary and perks shall be to your account and deducted at source.

Please bring along with you the following documents at the time of joining

- Accepted copy of this offer letter
- Recent passport size photographs – 2 Nos.
- Certificate in support of your date of birth, education &professional qualifications,
- Copy of PAN Card and Adhar Card for bank account opening.

In case of failure to join on or before the stipulated date, this offer letter will automatically stand withdrawn and cancelled without any reference to you.

This offer is subject to verification of references and if found contrary to your declaration, this offer letter shall be withdrawn or in case you have already joined, the service contract shall stand terminated.

You shall be on probation for a period of six months from the date of your joining and a confirmation letter shall be issued to you upon successful completion of the probation period. During probation the company can terminate your services anytime without prior notice. However, if you want to leave, you will be required to give one month prior notice to facilitate smooth transition and hand over of your charge. After confirmation, both the parties can terminate the employment by giving one month prior notice or salary in lieu of the same.

Your services can be terminated without any prior notice in case of your involvement in any financial irregularities, gross indiscipline, acting in deceitful manner, leaking of business leads or confidential information.

Based on the business plan/requirement and as decided by the management, this position is transferable to any locations or to any other partner/sister company of Franchise India Group

Please acknowledge acceptance of this offer letter.

We look forward to your joining us.

Thanks
Human Resource

Salary Annexure			
Name	Chinmaya Shukla		
Designation	Assistant Manager		
Location	Delhi NCR		
SALARY BREAKUP			
Component		**Monthly Earning**	**Annual Earning**
Basic Salary		20,000.00	240,000.00
HRA		10,000.00	120,000.00
Conveyance Allowance		1,600.00	19,200.00
Medical Allowance		1,250.00	15,000.00
Special Allowance		7,150.00	85,800.00
LTA			30,000.00
Performance Linked Incentive			120,000.00
Total Gross Salary		**40,000.00**	**630,000.00**
REIMBURSEMENT			
Mobile Reimbursement***		As per Company rule.	

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Interested students Ibs Hyderabad

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Thu, Jul 29, 2021 at 7:10 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Xavier Thomas** <hr@franchiseindia.com>
Date: Tue, 8 Jun 2021 at 9:25 PM
Subject: RE: Interested students Ibs Hyderabad
To: TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

Dear Triveni,

As discussed, sharing the offers of all five candidates.

Please make sure that all of them join on 1st July and they need to report at the following office by 10 am

Rgds,

Xavier Thomas,

Human Rsource

Franchise India Group

601, 6th Floor,Pinnacle Tower,

Besides Vivanta by Taj Hotel,

Shooting Range Road, Surajkund,

Delhi NCR - 121001, Mobile - 08800498872,

Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Sunday, June 6, 2021 9:02 PM
To: Xavier Thomas
Subject: Re: Interested students Ibs Hyderabad

Hi sir,

Thankyou for the information.

Our students are really excited for there on boarding.

Regards

Triveni

On Sun, 6 Jun 2021 at 8:48 PM, Xavier Thomas <hr@franchiseindia.com> wrote:

> Dear Triveni,
>
> As discussed, this is to confirm that the following students have been selected and their offer letter shall be issued by tomorrow to join by 1st July 2021
>
> 1. Sumanth Jammalamadaka
> 2. Chinmaya Shukla
> 3. Kasturi Roy
> 4. Anshika Solanki
> 5 rahil vijay
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> Following is our office address :
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Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Thursday, May 27, 2021 12:02 PM
To: hr@franchiseindia.com
Subject: Interested students Ibs Hyderabad

Dear ma'am/sir,

At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

We look forward to a long-lasting mutually fruitful association with your esteemed Organisation.

Below is the resume attached for all students.

Hope to hear from you soon regarding the same.

with best regards

Triveni Agarwal

Student Coordinator

Placement Cell

IBS Hyderabad

Contact: 8249235518

5 attachments

Anshika Solanki.pdf
448K

Chinmaya Shukla.pdf
387K

Kasturi Roy.pdf
482K

rahil vijay.pdf
482K

Sumanth Jammalamadaka.pdf
353K

Kasturi Roy
New Delhi

8th June 2021

Sub: Offer Letter

Dear Kasturi

With reference to your application and subsequent discussions/interviews, we are pleased to offer you appointment as Assistant Manager at our Delhi NCR Office. You have to join on or before 1st July 2021.

Your monthly salary will be as per the annexure attached. Any tax liability arising out of your salary and perks shall be to your account and deducted at source.

Please bring along with you the following documents at the time of joining

- Accepted copy of this offer letter
- Recent passport size photographs – 2 Nos.
- Certificate in support of your date of birth, education &professional qualifications,
- Copy of PAN Card and Adhar Card for bank account opening.

In case of failure to join on or before the stipulated date, this offer letter will automatically stand withdrawn and cancelled without any reference to you.

This offer is subject to verification of references and if found contrary to your declaration, this offer letter shall be withdrawn or in case you have already joined, the service contract shall stand terminated.

You shall be on probation for a period of six months from the date of your joining and a confirmation letter shall be issued to you upon successful completion of the probation period. During probation the company can terminate your services anytime without prior notice. However, if you want to leave, you will be required to give one month prior notice to facilitate smooth transition and hand over of your charge. After confirmation, both the parties can terminate the employment by giving one month prior notice or salary in lieu of the same.

Your services can be terminated without any prior notice in case of your involvement in any financial irregularities, gross indiscipline, acting in deceitful manner, leaking of business leads or confidential information.

Based on the business plan/requirement and as decided by the management, this position is transferable to any locations or to any other partner/sister company of Franchise India Group

Please acknowledge acceptance of this offer letter.

We look forward to your joining us.

Thanks
Human Resource

Salary Annexure			
Name	Kasturi Roy		
Designation	Assistant Manager		
Location	Delhi NCR		
SALARY BREAKUP			
Component		**Monthly Earning**	**Annual Earning**
Basic Salary		20,000.00	240,000.00
HRA		10,000.00	120,000.00
Conveyance Allowance		1,600.00	19,200.00
Medical Allowance		1,250.00	15,000.00
Special Allowance		7,150.00	85,800.00
LTA			30,000.00
Performance Linked Incentive			120,000.00
Total Gross Salary		**40,000.00**	**630,000.00**
REIMBURSEMENT			
Mobile Reimbursement***		As per Company rule.	

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Interested students Ibs Hyderabad

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Thu, Jul 29, 2021 at 7:10 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Xavier Thomas** <hr@franchiseindia.com>
Date: Tue, 8 Jun 2021 at 9:25 PM
Subject: RE: Interested students Ibs Hyderabad
To: TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

Dear Triveni,

As discussed, sharing the offers of all five candidates.

Please make sure that all of them join on 1st July and they need to report at the following office by 10 am

Rgds,

Xavier Thomas,

Human Rsource

Franchise India Group

601, 6th Floor,Pinnacle Tower,

Besides Vivanta by Taj Hotel,

Shooting Range Road, Surajkund,

Delhi NCR - 121001, Mobile - 08800498872,

Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Sunday, June 6, 2021 9:02 PM
To: Xavier Thomas
Subject: Re: Interested students Ibs Hyderabad

Hi sir,

Thankyou for the information.

Our students are really excited for there on boarding.

Regards

Triveni

On Sun, 6 Jun 2021 at 8:48 PM, Xavier Thomas <hr@franchiseindia.com> wrote:

> Dear Triveni,
>
> As discussed, this is to confirm that the following students have been selected and their offer letter shall be issued by tomorrow to join by 1st July 2021
>
> 1. Sumanth Jammalamadaka
> 2. Chinmaya Shukla
> 3. Kasturi Roy
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From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Thursday, May 27, 2021 12:02 PM
To: hr@franchiseindia.com
Subject: Interested students Ibs Hyderabad

Dear ma'am/sir,

At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

We look forward to a long-lasting mutually fruitful association with your esteemed Organisation.

Below is the resume attached for all students.

Hope to hear from you soon regarding the same.

with best regards

Triveni Agarwal

Student Coordinator

Placement Cell

IBS Hyderabad

Contact: 8249235518

5 attachments

Anshika Solanki.pdf
448K

Chinmaya Shukla.pdf
387K

Kasturi Roy.pdf
482K

rahil vijay.pdf
482K

Sumanth Jammalamadaka.pdf
353K

Rahil Vijay
New Delhi

8th June 2021

Sub: Offer Letter

Dear Rahil

With reference to your application and subsequent discussions/interviews, we are pleased to offer you appointment as Assistant Manager at our Delhi NCR Office. You have to join on or before 1st July 2021.

Your monthly salary will be as per the annexure attached. Any tax liability arising out of your salary and perks shall be to your account and deducted at source.

Please bring along with you the following documents at the time of joining

- Accepted copy of this offer letter
- Recent passport size photographs – 2 Nos.
- Certificate in support of your date of birth, education &professional qualifications,
- Copy of PAN Card and Adhar Card for bank account opening.

In case of failure to join on or before the stipulated date, this offer letter will automatically stand withdrawn and cancelled without any reference to you.

This offer is subject to verification of references and if found contrary to your declaration, this offer letter shall be withdrawn or in case you have already joined, the service contract shall stand terminated.

You shall be on probation for a period of six months from the date of your joining and a confirmation letter shall be issued to you upon successful completion of the probation period. During probation the company can terminate your services anytime without prior notice. However, if you want to leave, you will be required to give one month prior notice to facilitate smooth transition and hand over of your charge. After confirmation, both the parties can terminate the employment by giving one month prior notice or salary in lieu of the same.

Your services can be terminated without any prior notice in case of your involvement in any financial irregularities, gross indiscipline, acting in deceitful manner, leaking of business leads or confidential information.

Based on the business plan/requirement and as decided by the management, this position is transferable to any locations or to any other partner/sister company of Franchise India Group

Please acknowledge acceptance of this offer letter.

We look forward to your joining us.

Thanks
Human Resource

Salary Annexure			
Name	Rahil Vijay		
Designation	Assistant Manager		
Location	Delhi NCR		
SALARY BREAKUP			
Component		**Monthly Earning**	**Annual Earning**
Basic Salary		20,000.00	240,000.00
HRA		10,000.00	120,000.00
Conveyance Allowance		1,600.00	19,200.00
Medical Allowance		1,250.00	15,000.00
Special Allowance		7,150.00	85,800.00
LTA			30,000.00
Performance Linked Incentive			120,000.00
Total Gross Salary		**40,000.00**	**630,000.00**
REIMBURSEMENT			
Mobile Reimbursement***		As per Company rule.	

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Interested students Ibs Hyderabad

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Thu, Jul 29, 2021 at 7:10 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Xavier Thomas** <hr@franchiseindia.com>
Date: Tue, 8 Jun 2021 at 9:25 PM
Subject: RE: Interested students Ibs Hyderabad
To: TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

Dear Triveni,

As discussed, sharing the offers of all five candidates.

Please make sure that all of them join on 1st July and they need to report at the following office by 10 am

Rgds,

Xavier Thomas,

Human Rsource

Franchise India Group

601, 6th Floor,Pinnacle Tower,

Besides Vivanta by Taj Hotel,

Shooting Range Road, Surajkund,

Delhi NCR - 121001, Mobile - 08800498872,

Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Sunday, June 6, 2021 9:02 PM
To: Xavier Thomas
Subject: Re: Interested students Ibs Hyderabad

Hi sir,

Thankyou for the information.

Our students are really excited for there on boarding.

Regards

Triveni

On Sun, 6 Jun 2021 at 8:48 PM, Xavier Thomas <hr@franchiseindia.com> wrote:

> Dear Triveni,
>
> As discussed, this is to confirm that the following students have been selected and their offer letter shall be issued by tomorrow to join by 1st July 2021
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> 1. Sumanth Jammalamadaka
> 2. Chinmaya Shukla
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From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Thursday, May 27, 2021 12:02 PM
To: hr@franchiseindia.com
Subject: Interested students Ibs Hyderabad

Dear ma'am/sir,

At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

We look forward to a long-lasting mutually fruitful association with your esteemed Organisation.

Below is the resume attached for all students.

Hope to hear from you soon regarding the same.

with best regards

Triveni Agarwal

Student Coordinator

Placement Cell

IBS Hyderabad

Contact: 8249235518

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rahil vijay.pdf
482K

Sumanth Jammalamadaka.pdf
353K

Sumanth Jammalamadaka
New Delhi

8th June 2021

Sub: Offer Letter

Dear Sumanth

With reference to your application and subsequent discussions/interviews, we are pleased to offer you appointment as Assistant Manager at our Delhi NCR Office. You have to join on or before 1st July 2021.

Your monthly salary will be as per the annexure attached. Any tax liability arising out of your salary and perks shall be to your account and deducted at source.

Please bring along with you the following documents at the time of joining

- Accepted copy of this offer letter
- Recent passport size photographs – 2 Nos.
- Certificate in support of your date of birth, education &professional qualifications,
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Your services can be terminated without any prior notice in case of your involvement in any financial irregularities, gross indiscipline, acting in deceitful manner, leaking of business leads or confidential information.

Based on the business plan/requirement and as decided by the management, this position is transferable to any locations or to any other partner/sister company of Franchise India Group

Please acknowledge acceptance of this offer letter.

We look forward to your joining us.

Thanks
Human Resource

Salary Annexure		
Name	Sumanth Jammalamadaka	
Designation	Assistant Manager	
Location	Delhi NCR	
SALARY BREAKUP		
Component	**Monthly Earning**	**Annual Earning**
Basic Salary	20,000.00	240,000.00
HRA	10,000.00	120,000.00
Conveyance Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Special Allowance	7,150.00	85,800.00
LTA		30,000.00
Performance Linked Incentive		120,000.00
Total Gross Salary	**40,000.00**	**630,000.00**
REIMBURSEMENT		
Mobile Reimbursement***	As per Company rule.	

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Interested students Ibs Hyderabad

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Thu, Jul 29, 2021 at 7:10 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

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Date: Tue, 8 Jun 2021 at 9:25 PM
Subject: RE: Interested students Ibs Hyderabad
To: TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

Dear Triveni,

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Please make sure that all of them join on 1st July and they need to report at the following office by 10 am

Rgds,

Xavier Thomas,

Human Rsource

Franchise India Group

601, 6th Floor,Pinnacle Tower,

Besides Vivanta by Taj Hotel,

Shooting Range Road, Surajkund,

Delhi NCR - 121001, Mobile - 08800498872,

Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Sunday, June 6, 2021 9:02 PM
To: Xavier Thomas
Subject: Re: Interested students Ibs Hyderabad

Hi sir,

Thankyou for the information.

Our students are really excited for there on boarding.

Regards

Triveni

On Sun, 6 Jun 2021 at 8:48 PM, Xavier Thomas <hr@franchiseindia.com> wrote:

> Dear Triveni,
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Subject: Interested students Ibs Hyderabad

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We look forward to a long-lasting mutually fruitful association with your esteemed Organisation.

Below is the resume attached for all students.

Hope to hear from you soon regarding the same.

with best regards

Triveni Agarwal

Student Coordinator

Placement Cell

IBS Hyderabad

Contact: 8249235518

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Kasturi Roy.pdf
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rahil vijay.pdf
482K

Sumanth Jammalamadaka.pdf
353K

Anshika Solanki
New Delhi

8th June 2021

Sub: Offer Letter

Dear Anshika

With reference to your application and subsequent discussions/interviews, we are pleased to offer you appointment as Assistant Manager at our Delhi NCR Office. You have to join on or before 1st July 2021.

Your monthly salary will be as per the annexure attached. Any tax liability arising out of your salary and perks shall be to your account and deducted at source.

Please bring along with you the following documents at the time of joining

- Accepted copy of this offer letter
- Recent passport size photographs – 2 Nos.
- Certificate in support of your date of birth, education &professional qualifications,
- Copy of PAN Card and Adhar Card for bank account opening.

In case of failure to join on or before the stipulated date, this offer letter will automatically stand withdrawn and cancelled without any reference to you.

This offer is subject to verification of references and if found contrary to your declaration, this offer letter shall be withdrawn or in case you have already joined, the service contract shall stand terminated.

You shall be on probation for a period of six months from the date of your joining and a confirmation letter shall be issued to you upon successful completion of the probation period. During probation the company can terminate your services anytime without prior notice. However, if you want to leave, you will be required to give one month prior notice to facilitate smooth transition and hand over of your charge. After confirmation, both the parties can terminate the employment by giving one month prior notice or salary in lieu of the same.

Your services can be terminated without any prior notice in case of your involvement in any financial irregularities, gross indiscipline, acting in deceitful manner, leaking of business leads or confidential information.

Based on the business plan/requirement and as decided by the management, this position is transferable to any locations or to any other partner/sister company of Franchise India Group

Please acknowledge acceptance of this offer letter.

We look forward to your joining us.

Thanks
Human Resource

Salary Annexure			
Name	Anshika Solanki		
Designation	Assistant Manager		
Location	Delhi NCR		
SALARY BREAKUP			
Component		**Monthly Earning**	**Annual Earning**
Basic Salary		20,000.00	240,000.00
HRA		10,000.00	120,000.00
Conveyance Allowance		1,600.00	19,200.00
Medical Allowance		1,250.00	15,000.00
Special Allowance		7,150.00	85,800.00
LTA			30,000.00
Performance Linked Incentive			120,000.00
Total Gross Salary		**40,000.00**	**630,000.00**
REIMBURSEMENT			
Mobile Reimbursement***		As per Company rule.	

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Interested students Ibs Hyderabad

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Thu, Jul 29, 2021 at 7:10 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Xavier Thomas** <hr@franchiseindia.com>
Date: Tue, 8 Jun 2021 at 9:25 PM
Subject: RE: Interested students Ibs Hyderabad
To: TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

Dear Triveni,

As discussed, sharing the offers of all five candidates.

Please make sure that all of them join on 1st July and they need to report at the following office by 10 am

Rgds,

Xavier Thomas,

Human Rsource

Franchise India Group

601, 6th Floor,Pinnacle Tower,

Besides Vivanta by Taj Hotel,

Shooting Range Road, Surajkund,

Delhi NCR - 121001, Mobile - 08800498872,

Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Sunday, June 6, 2021 9:02 PM
To: Xavier Thomas
Subject: Re: Interested students Ibs Hyderabad

Hi sir,

Thankyou for the information.

Our students are really excited for there on boarding.

Regards

Triveni

On Sun, 6 Jun 2021 at 8:48 PM, Xavier Thomas <hr@franchiseindia.com> wrote:

> Dear Triveni,
>
> As discussed, this is to confirm that the following students have been selected and their offer letter shall be issued by tomorrow to join by 1st July 2021
>
> 1. Sumanth Jammalamadaka
> 2. Chinmaya Shukla
> 3. Kasturi Roy
> 4. Anshika Solanki
> 5 rahil vijay
>
> Following is our office address :
>
> Rgds,
>
> Xavier Thomas,
>
> Human Rsource
>
> Franchise India Group
>
> 601, 6th Floor,Pinnacle Tower,
>
> Besides Vivanta by Taj Hotel,
>
> Shooting Range Road, Surajkund,
>
> Delhi NCR - 121001, Mobile - 08800498872,

Nearest Metro : Tuglakabad (Violet line)

From: TRIVENI AGARWAL [mailto:triveni.agarwal19@ibsindia.org]
Sent: Thursday, May 27, 2021 12:02 PM
To: hr@franchiseindia.com
Subject: Interested students Ibs Hyderabad

Dear ma'am/sir,

At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

We look forward to a long-lasting mutually fruitful association with your esteemed Organisation.

Below is the resume attached for all students.

Hope to hear from you soon regarding the same.

with best regards

Triveni Agarwal

Student Coordinator

Placement Cell

IBS Hyderabad

Contact: 8249235518

5 attachments

Anshika Solanki.pdf
448K

Chinmaya Shukla.pdf
387K

Kasturi Roy.pdf
482K

rahil vijay.pdf
482K

Sumanth Jammalamadaka.pdf
353K

Cognixia®

Date: 22 December, 2020
Nishtha Maheshwari

LETTER OF OFFER

Dear Nishtha Maheshwari

Consequent to your interview with Cognixia, we are pleased to offer you a position of Associate Account Manager with CTACT Pvt. Ltd. Your anticipated date of joining is on or before 04-01-2021.

Other terms of your offer are as under:

- Your gross annual remuneration (CTC) will be Rs 475008 per annum / 39584 per month. Please refer to the details of the salary break up in Annexure A.
- You are entitled for Tenure Based Incentive- Rs 50000.00/- which will be disbursed to you after successful completion on Time Duration.
- You are entitled for Performance Based Incentive up to Rs 140000.00/- purely based upon your performance which will be disbursed to you on Time Duration.
- You are being appointed to work in our Vadodara office. However, you may be transferred to any of the locations globally, as per the business needs of CTACT Pvt. Ltd.

Your employment with our organization will be governed by the current and future policies, rules and guidelines of CTACT Pvt. Ltd.

The offer letter is an intent of making an employment proposition and will be deemed concluded only on acceptance of appointment letter that will be given at the time of joining as well as on submission of all documents mentioned in Annexure B.

Please note that your employment is contingent upon submission of all the relevant documents mentioned in Annexure B as well as successful completion of requisite background investigations & pre-employment medical test.

The terms and conditions of your employment with Cognixia as stated in this offer of employment letter supersede any prior representations made either verbally or in writing during any meetings or interviews with any Cognixia manager, salesperson, recruiter or any other Cognixia employee or representative. Additionally, your signing this offer of employment letter represents your understanding, agreement and acceptance to these terms and conditions as stated in this offer letter. Cognixia does not intend to nor is obligated to offer you any other remuneration, benefit entitlement or any other perquisite not stated herein.

Nishtha Maheshwari, we welcome your decision of joining Cognixia, and I am sure that we will enjoy a mutually rewarding association. Please call us on at +91-722-702-5950 should you have any questions.

Best Regards,
For CTACT Pvt Ltd.

Authorized Signatory
People's Office

Cognixia®

Annexure A

TOTAL REMUNERATION WORKSHEET		
Name: Nishtha Maheshwari Designation: Associate Account Manager Location: Vadodara		
CONSOLIDATED SALARY, ALLOWANCES, REIMBURSEMENTS AND BENEFITS		
(all figures in Rs.)		
	Monthly	**Annual**
Basic (Basic inclusive of DA)	21000	252000
Bonus	850	10200
House Rent Allowance	8400	100800
Leave Travel Allowance	1749	20988
Management Allowance	5785	69420
GROSS SALARY (A)	37784	453408
Company's Contribution to PF	1800	21600
Company's Contribution to ESIC		0
TOTAL DEFERRED BENEFITS (B)	1800	21600
TOTAL CTC (A + B) = C	39584	475008
EMPLOYEE DEDUCTIONS:		
Employees' Contribution to PF	1800	21600
Employees' Contribution to ESIC		0
TOTAL EMPLOYEE DEDUCTIONS (D)	1800	21600
NET TAKE HOME (A - D)*	35984	431808

*Note: 1) Net Take Home Salary is further subject to reduce by an amount equivalent to Professional Tax and TDS (Income Tax on Salary).

2) As per statutory requirement, Company will contribute upto Rs. 1,800/- to the Employees' Provident Fund account. An equal amount will be contributed to the Fund by the employee, which will be deducted from Monthly Gross salary of the employee.

3) Payment made under the heading Bonus is towards advance payment of Statutory Bonus for the year.

I, Nishtha Maheshwari Accept the Offer and Confirm to Join On or Before : 04-01-2021

Authorised Signatory
People's office

Nishtha Maheshwari

Annexure B

Sub: Joining Formalities

As part of our joining formalities, you are requested to submit the following documents preferably on your date of Joining

ON THE DAY OF JOINING		
SET 1		
Sr. No.	**Particulars**	**Yes/Pending**
1	Personal Profile Form (Filled)	
2	Background check and Authorization Form (Filled and Signed)	
3	Copy of Accepted Offer Letter (signed on both pages)	
4	Medical Report (Original)	
5	Photocopy of all Educational Mark sheet [self attested]	
6	Photocopy of all Educational Degree Certificate [self attested]	
7	Relieving /Appointment Letter (All Previous Employment) [self attested]	
8	3 months Salary Proof (Previous Employer) [self attested]	
9	7 Passport Size Photographs	
10	Pan Card Copy [self attested]	
11	ID Proof(Driving license/Voter ID/Ration Card/ Passport/Aadhar Card)[self attested]	
12	Updated Resume [self attested]	

SET 2 (Photocopy to be taken from SET 1)		
Sr. No.	**Particulars**	**Yes/Pending**
1	Background check and Authorization Form (Filled and Signed)	
2	Photocopy of all Educational Mark sheet [self attested]	
3	Photocopy of all Educational Degree [self attested]	
4	Relieving /Appointment Letter (All Previous Employment) [self attested]	
5	3 months Salary Proof (Previous Employer) [self attested]	

Original Documents to be carried on the Day of Joining:

ID Proof and Address Proof (Driving license/ Voter ID /Passport) Pan Card **Class 10th Mark sheet / Certificate**

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter CTACT Associate Account Manager - Nishtha Maheshwari

Nishtha Maheshwari <nishthamaheshwari98@gmail.com> Mon, Aug 16, 2021 at 10:52 AM
To: "rajkishore@ibsindia.org" <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Nishtha Maheshwari** <nishthamaheshwari98@gmail.com>
Date: Tue, 5 Jan 2021 at 6:00 PM
Subject: Fwd: Offer Letter CTACT Associate Account Manager - Nishtha Maheshwari
To: Ji Papa <anuragadvocate@gmail.com>

---------- Forwarded message ---------
From: **peoplesoffice** <peoplesoffice@cognixia.com>
Date: Tue, Dec 22, 2020, 6:48 PM
Subject: Offer Letter CTACT Associate Account Manager - Nishtha Maheshwari
To: nishthamaheshwari98 <nishthamaheshwari98@gmail.com>

Dear Nishtha Maheshwari,

Greetings & Congratulations!

We are pleased to offer you the position of Associate Account Manager with our organization CTACT Pvt Ltd.

Please find attached herewith the following documents relevant to your on-boarding process with Cognixia:

a. Offer Letter,
b. Cognixia Non-Disclosure and Confidentiality Agreement,
c. Authorization for Background Check, and
d. Medical Certificate.

As a first step, please create your personal profile and Background check forms in the HR systems of Cognixia logging into HR forms.

It is imperative that you print these documents and review them carefully. For your on-boarding process on your joining date, please bring these forms/documents signed and in order and hand them over to the HR Administrators.

It is imperative that you complete this before reporting to office on the date of joining. Should you face any difficulties or need any clarifications, please reach out to People's Office on peoplesoffice@cognixia.com or call us on <722-270-25950>.

Authorised Signatory
People's Office

6 attachments

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14K

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14K

CTACT Non Confidentiality Agreement.pdf
122K

Medical Report.pdf
44K

CTACT Offer Letter V.pdf
157K

CTACT Training Agreement.pdf
54K

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Campus_Recruitment_AAM_Role_B2B_Night_Shift_Vadodara

Jash Raval <jash.raval@cognixia.com> Mon, Dec 14, 2020 at 3:46 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Yash Arora <yash.arora@collabera.com>

Hi Rajkishore,

As discussed over call, we have few urgent openings **for Associate Account Manager-B2B role in Vadodara location working under US hours (IST-Night shift)** for our company.

PFA brief about our company, Job description and compensation details.

Please float it across to your students and help us with nominations by tomorrow.

We would like to conduct a Campus drive on 16th December, 2020 (Wednesday) and any selected students will have to join on an immediate basis as this is a critical hiring and we need to provide them training.

Regards,

Jash Raval

Lead-Corporate Recruitment

Cognixia®

T: +919158417998

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3 attachments

Cognixia.pptx
13589K

Associate Account Manager-B2B.pdf
275K

Compensation_Details_Associate_Account_Manager_Inside_Sales_Vadodara.xlsx
10K

Cognixia	
Role: Associate Account Manager-B2B	
Location: Vadodara, Gujarat	
Compensation Details	**Amount (In INR)**
Base Salary	475,000
Term Based Incentive (Upon Completion of 12 Months)	50,000
Variable Pay (3.5% of Gross Profit earned, First Year Gross Profit Target-40 LPA)	140,000
Total CTC	665,000
Other Benefits (Health Insurance, Accidental Insurance)	
Note: Variable Pay is subject to achievement of milestones/targets set by company management. There is no limit to the Variable Pay incentives, it can go higher depending upon performance. The Indicated Variable Pay is the standard amount an employee is expected to earn upon standard target completion, it can go higher depending upon individual's performance and target achievement	

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Date: 13 July, 2021
Shrey Sagar

LETTER OF OFFER

Dear Shrey Sagar

Consequent to your interview with Cognixia, we are pleased to offer you a position of Associate Account Manager with CTACT Pvt. Ltd. Your anticipated date of joining is on or before 15-07-2021.

Other terms of your offer are as under:

- Your gross annual remuneration (CTC) will be Rs 475008 per annum / 39584 per month. Please refer to the details of the salary break up in Annexure A.
- You are entitled for Performance Based Incentive- Rs 150000.00/- which will be disbursed to you after successful completion on Time Duration.
- You are entitled for Tenure Based Incentive up to Rs 50000.00/- purely based upon your performance which will be disbursed to you on Time Duration.
- You are being appointed to work in our Vadodara office. However, you may be transferred to any of the locations globally, as per the business needs of CTACT Pvt. Ltd.

Your employment with our organization will be governed by the current and future policies, rules and guidelines of CTACT Pvt. Ltd.

The offer letter is an intent of making an employment proposition and will be deemed concluded only on acceptance of appointment letter that will be given at the time of joining as well as on submission of all documents mentioned in Annexure B.

Please note that your employment is contingent upon submission of all the relevant documents mentioned in Annexure B as well as successful completion of requisite background investigations & pre-employment medical test.

The terms and conditions of your employment with Cognixia as stated in this offer of employment letter supersede any prior representations made either verbally or in writing during any meetings or interviews with any Cognixia manager, salesperson, recruiter or any other Cognixia employee or representative. Additionally, your signing this offer of employment letter represents your understanding, agreement and acceptance to these terms and conditions as stated in this offer letter. Cognixia does not intend to nor is obligated to offer you any other remuneration, benefit entitlement or any other perquisite not stated herein.

Shrey Sagar, we welcome your decision of joining Cognixia, and I am sure that we will enjoy a mutually rewarding association. Please call us on at +91-722-702-5950 should you have any questions.

Best Regards,
For CTACT Pvt Ltd.

Authorized Signatory
People's Office

Cognixia®

Annexure A

TOTAL REMUNERATION WORKSHEET		
Name: Shrey Sagar Designation: Associate Account Manager Location: Vadodara		
CONSOLIDATED SALARY, ALLOWANCES, REIMBURSEMENTS AND BENEFITS		
(all figures in Rs.)		
	Monthly	**Annual**
Basic (Basic inclusive of DA)	21000	252000
Bonus	850	10200
House Rent Allowance	8400	100800
Leave Travel Allowance	1749	20988
Management Allowance	5785	69420
GROSS SALARY (A)	37784	453408
Company's Contribution to PF	1800	21600
Company's Contribution to ESIC		0
TOTAL DEFERRED BENEFITS (B)	1800	21600
TOTAL CTC (A + B) = C	39584	475008
EMPLOYEE DEDUCTIONS:		
Employees' Contribution to PF	1800	21600
Employees' Contribution to ESIC		0
TOTAL EMPLOYEE DEDUCTIONS (D)	1800	21600
NET TAKE HOME (A - D)*	35984	431808

*Note: 1) Net Take Home Salary is further subject to reduce by an amount equivalent to Professional Tax and TDS (Income Tax on Salary).

2) As per statutory requirement, Company will contribute upto Rs. 1,800/- to the Employees' Provident Fund account. An equal amount will be contributed to the Fund by the employee, which will be deducted from Monthly Gross salary of the employee.

3) Payment made under the heading Bonus is towards advance payment of Statutory Bonus for the year.

I, Shrey Sagar Accept the Offer and Confirm to Join On or Before : 15-07-2021

Authorised Signatory
People's office

Shrey Sagar

Annexure B

Sub: Joining Formalities

As part of our joining formalities, you are requested to submit the following documents preferably on your date of Joining

ON THE DAY OF JOINING		
SET 1		
Sr. No.	**Particulars**	**Yes/Pending**
1	Personal Profile Form (Filled)	
2	Background check and Authorization Form (Filled and Signed)	
3	Copy of Accepted Offer Letter (signed on both pages)	
4	Medical Report (Original)	
5	Photocopy of all Educational Mark sheet [self attested]	
6	Photocopy of all Educational Degree Certificate [self attested]	
7	Relieving /Appointment Letter (All Previous Employment) [self attested]	
8	3 months Salary Proof (Previous Employer) [self attested]	
9	7 Passport Size Photographs	
10	Pan Card Copy [self attested]	
11	ID Proof(Driving license/Voter ID/Ration Card/ Passport/Aadhar Card)[self attested]	
12	Updated Resume [self attested]	

SET 2 (Photocopy to be taken from SET 1)		
Sr. No.	**Particulars**	**Yes/Pending**
1	Background check and Authorization Form (Filled and Signed)	
2	Photocopy of all Educational Mark sheet [self attested]	
3	Photocopy of all Educational Degree [self attested]	
4	Relieving /Appointment Letter (All Previous Employment) [self attested]	
5	3 months Salary Proof (Previous Employer) [self attested]	

Original Documents to be carried on the Day of Joining:

ID Proof and Address Proof (Driving license/ Voter ID /Passport) Pan Card **Class 10th Mark sheet / Certificate**

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter CTACT Associate Account Manager - Shrey Sagar

SUBHAM DUTTA . <subham.dutta19@ibsindia.org> Wed, Jul 28, 2021 at 2:37 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Shrey Sagar** <shreysagar17@gmail.com>
Date: Wed, Jul 28, 2021 at 2:35 PM
Subject: Fwd: Offer Letter CTACT Associate Account Manager - Shrey Sagar
To: SUBHAM DUTTA . <subham.dutta19@ibsindia.org>

---------- Forwarded message ---------
From: **peoplesoffice** <peoplesoffice@cognixia.com>
Date: Tue, Jul 13, 2021, 2:06 PM
Subject: Offer Letter CTACT Associate Account Manager - Shrey Sagar
To: shreysagar17 <shreysagar17@gmail.com>

Dear Shrey Sagar,

Greetings & Congratulations!

We are pleased to offer you the position of Associate Account Manager with our organization CTACT Pvt Ltd.

Please find attached herewith the following documents relevant to your on-boarding process with Cognixia:

a. Offer Letter,
b. Cognixia Non-Disclosure and Confidentiality Agreement,
c. Authorization for Background Check, and
d. Medical Certificate.

As a first step, please create your personal profile and Background check forms in the HR systems of Cognixia logging into HR forms.

It is imperative that you print these documents and review them carefully. For your on-boarding process on your joining date, please bring these forms/documents signed and in order and hand them over to the HR Administrators.

It is imperative that you complete this before reporting to office on the date of joining. Should you face any difficulties or need any clarifications, please reach out to People's Office on peoplesoffice@cognixia.com or call us on <722-270-25950>.

Authorised Signatory
People's Office

6 attachments

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CTACT Non Confidentiality Agreement.pdf
122K

Medical Report.pdf
44K

CTACT Offer Letter V.pdf
157K

CTACT Training Agreement.pdf
54K

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Campus_Recruitment_AAM_Role_B2B_Night_Shift_Vadodara

Jash Raval <jash.raval@cognixia.com> Mon, Dec 14, 2020 at 3:46 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Yash Arora <yash.arora@collabera.com>

Hi Rajkishore,

As discussed over call, we have few urgent openings **for Associate Account Manager-B2B role in Vadodara location working under US hours (IST-Night shift)** for our company.

PFA brief about our company, Job description and compensation details.

Please float it across to your students and help us with nominations by tomorrow.

We would like to conduct a Campus drive on 16th December, 2020 (Wednesday) and any selected students will have to join on an immediate basis as this is a critical hiring and we need to provide them training.

Regards,

Jash Raval

Lead-Corporate Recruitment

Cognixia®

T: +919158417998

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3 attachments

Cognixia.pptx
13589K

Associate Account Manager-B2B.pdf
275K

Compensation_Details_Associate_Account_Manager_Inside_Sales_Vadodara.xlsx
10K

Cognixia	
Role: Associate Account Manager-B2B	
Location: Vadodara, Gujarat	
Compensation Details	**Amount (In INR)**
Base Salary	475,000
Term Based Incentive (Upon Completion of 12 Months)	50,000
Variable Pay (3.5% of Gross Profit earned, First Year Gross Profit Target-40 LPA)	140,000
Total CTC	665,000
Other Benefits (Health Insurance, Accidental Insurance)	
Note: Variable Pay is subject to achievement of milestones/targets set by company management. There is no limit to the Variable Pay incentives, it can go higher depending upon performance. The Indicated Variable Pay is the standard amount an employee is expected to earn upon standard target completion, it can go higher depending upon individual's performance and target achievement	

Cognixia®

Date: 22 December, 2020
Vipul Alok Thakur

LETTER OF OFFER

Dear Vipul Alok Thakur

Consequent to your interview with Cognixia, we are pleased to offer you a position of Associate Account Manager with CTACT Pvt. Ltd. Your anticipated date of joining is on or before 04-01-2021.

Other terms of your offer are as under:

- Your gross annual remuneration (CTC) will be Rs 475008 per annum / 39584 per month. Please refer to the details of the salary break up in Annexure A.
- You are entitled for Tenure Based Incentive-Yearly Rs 50000.00/- which will be disbursed to you after successful completion on Time Duration.
- You are entitled for Performance Based Incentive up to Rs 140000.00/- purely based upon your performance which will be disbursed to you on Time Duration.
- You are being appointed to work in our Vadodara office. However, you may be transferred to any of the locations globally, as per the business needs of CTACT Pvt. Ltd.

Your employment with our organization will be governed by the current and future policies, rules and guidelines of CTACT Pvt. Ltd.

The offer letter is an intent of making an employment proposition and will be deemed concluded only on acceptance of appointment letter that will be given at the time of joining as well as on submission of all documents mentioned in Annexure B.

Please note that your employment is contingent upon submission of all the relevant documents mentioned in Annexure B as well as successful completion of requisite background investigations & pre-employment medical test.

The terms and conditions of your employment with Cognixia as stated in this offer of employment letter supersede any prior representations made either verbally or in writing during any meetings or interviews with any Cognixia manager, salesperson, recruiter or any other Cognixia employee or representative. Additionally, your signing this offer of employment letter represents your understanding, agreement and acceptance to these terms and conditions as stated in this offer letter. Cognixia does not intend to nor is obligated to offer you any other remuneration, benefit entitlement or any other perquisite not stated herein.

Vipul Alok Thakur, we welcome your decision of joining Cognixia, and I am sure that we will enjoy a mutually rewarding association. Please call us on at +91-722-702-5950 should you have any questions.

Best Regards,
For CTACT Pvt Ltd.

Authorized Signatory
People's Office

Cognixia®

Annexure A

TOTAL REMUNERATION WORKSHEET		
Name: Vipul Alok Thakur Designation: Associate Account Manager Location: Vadodara		
CONSOLIDATED SALARY, ALLOWANCES, REIMBURSEMENTS AND BENEFITS		
(all figures in Rs.)		
	Monthly	**Annual**
Basic (Basic inclusive of DA)	21000	252000
Bonus	850	10200
House Rent Allowance	8400	100800
Leave Travel Allowance	1749	20988
Management Allowance	5785	69420
GROSS SALARY (A)	37784	453408
Company's Contribution to PF	1800	21600
Company's Contribution to ESIC		0
TOTAL DEFERRED BENEFITS (B)	1800	21600
TOTAL CTC (A + B) = C	39584	475008
EMPLOYEE DEDUCTIONS:		
Employees' Contribution to PF	1800	21600
Employees' Contribution to ESIC		0
TOTAL EMPLOYEE DEDUCTIONS (D)	1800	21600
NET TAKE HOME (A - D)*	35984	431808

*Note: 1) Net Take Home Salary is further subject to reduce by an amount equivalent to Professional Tax and TDS (Income Tax on Salary).

2) As per statutory requirement, Company will contribute upto Rs. 1,800/- to the Employees' Provident Fund account. An equal amount will be contributed to the Fund by the employee, which will be deducted from Monthly Gross salary of the employee.

3) Payment made under the heading Bonus is towards advance payment of Statutory Bonus for the year.

I, Vipul Alok Thakur Accept the Offer and Confirm to Join On or Before : 04-01-2021

Authorised Signatory
People's office

Vipul Alok Thakur

Cognixia®

Annexure B

Sub: Joining Formalities

As part of our joining formalities, you are requested to submit the following documents preferably on your date of Joining

ON THE DAY OF JOINING		
SET 1		
Sr. No.	**Particulars**	**Yes/Pending**
1	Personal Profile Form (Filled)	
2	Background check and Authorization Form (Filled and Signed)	
3	Copy of Accepted Offer Letter (signed on both pages)	
4	Medical Report (Original)	
5	Photocopy of all Educational Mark sheet [self attested]	
6	Photocopy of all Educational Degree Certificate [self attested]	
7	Relieving /Appointment Letter (All Previous Employment) [self attested]	
8	3 months Salary Proof (Previous Employer) [self attested]	
9	7 Passport Size Photographs	
10	Pan Card Copy [self attested]	
11	ID Proof(Driving license/Voter ID/Ration Card/ Passport/Aadhar Card)[self attested]	
12	Updated Resume [self attested]	

SET 2 (Photocopy to be taken from SET 1)		
Sr. No.	**Particulars**	**Yes/Pending**
1	Background check and Authorization Form (Filled and Signed)	
2	Photocopy of all Educational Mark sheet [self attested]	
3	Photocopy of all Educational Degree [self attested]	
4	Relieving /Appointment Letter (All Previous Employment) [self attested]	
5	3 months Salary Proof (Previous Employer) [self attested]	

Original Documents to be carried on the Day of Joining:

ID Proof and Address Proof (Driving license/ Voter ID /Passport) Pan Card **Class 10th Mark sheet / Certificate**

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter CTACT Associate Account Manager - Vipul Alok Thakur

Vipul Thakur <thakurvipul1998@gmail.com> Sun, May 2, 2021 at 1:43 PM
To: rajkishore@ibsindia.org

Hello Sir,

PFA my offer letter.

Student Details: Vipul Thakur
Enrol: 19BSPHH01C1568
Company Name: CTACT (Cognixia)

Best,
Vipul

---------- Forwarded message ---------
From: **peoplesoffice** <peoplesoffice@cognixia.com>
Date: Tue, Dec 22, 2020, 6:52 PM
Subject: Offer Letter CTACT Associate Account Manager - Vipul Alok Thakur
To: thakurvipul1998 <thakurvipul1998@gmail.com>

Dear Vipul Alok Thakur,

Greetings & Congratulations!

We are pleased to offer you the position of Associate Account Manager with our organization CTACT Pvt Ltd.

Please find attached herewith the following documents relevant to your on-boarding process with Cognixia:

a. Offer Letter,
b. Cognixia Non-Disclosure and Confidentiality Agreement,
c. Authorization for Background Check, and
d. Medical Certificate.

As a first step, please create your personal profile and Background check forms in the HR systems of Cognixia logging into HR forms.

It is imperative that you print these documents and review them carefully. For your on-boarding process on your joining date, please bring these forms/documents signed and in order and hand them over to the HR Administrators.

It is imperative that you complete this before reporting to office on the date of joining. Should you face any difficulties or need any clarifications, please reach out to People's Office on peoplesoffice@cognixia.com or call us on <722-270-25950>.

Authorised Signatory
People's Office

3 attachments

insertImg__Templates_30449257_1569906098444_Logo_Color__png.png
14K

insertImg__Templates_30449257_1569906098444_Logo_Color__png.png
14K

CTACT Offer Letter V.pdf
157K

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Campus_Recruitment_AAM_Role_B2B_Night_Shift_Vadodara

Jash Raval <jash.raval@cognixia.com> Mon, Dec 14, 2020 at 3:46 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>
Cc: Yash Arora <yash.arora@collabera.com>

Hi Rajkishore,

As discussed over call, we have few urgent openings **for Associate Account Manager-B2B role in Vadodara location working under US hours (IST-Night shift)** for our company.

PFA brief about our company, Job description and compensation details.

Please float it across to your students and help us with nominations by tomorrow.

We would like to conduct a Campus drive on 16th December, 2020 (Wednesday) and any selected students will have to join on an immediate basis as this is a critical hiring and we need to provide them training.

Regards,

Jash Raval

Lead-Corporate Recruitment

Cognixia®

T: +919158417998

CONFIDENTIALITY NOTICE: This e-mail contains privileged and confidential Information intended solely for the use of the addressee(s). If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies and/or attachments. Any liability on the sender or Cognixia and/or any of its affiliates or group companies is hereby excluded. The views or opinions presented in this email are solely those of the sender and may not necessarily reflect the opinions of Cognixia. WARNING: Computer viruses can be transmitted via email. While Cognixia has taken reasonable precautions to minimize this risk, Cognixia accepts no liability for any damage that may be caused to you in the event that there is any virus in this e-mail or any attachments attached hereto. Cognixia recommends the addressee(s) to check and scan this email and any attachments attached hereto for the presence of viruses prior to opening the email. Thank you.

3 attachments

Cognixia.pptx
13589K

Associate Account Manager-B2B.pdf
275K

Compensation_Details_Associate_Account_Manager_Inside_Sales_Vadodara.xlsx
10K

Cognixia	
Role: Associate Account Manager-B2B	
Location: Vadodara, Gujarat	
Compensation Details	**Amount (In INR)**
Base Salary	475,000
Term Based Incentive (Upon Completion of 12 Months)	50,000
Variable Pay (3.5% of Gross Profit earned, First Year Gross Profit Target-40 LPA)	140,000
Total CTC	665,000
Other Benefits (Health Insurance, Accidental Insurance)	
Note: Variable Pay is subject to achievement of milestones/targets set by company management. There is no limit to the Variable Pay incentives, it can go higher depending upon performance. The Indicated Variable Pay is the standard amount an employee is expected to earn upon standard target completion, it can go higher depending upon individual's performance and target achievement	

Private and Confidential

14-Jul-2021

Arushi Sapra

House No. 282 Sector 31, Gurgaon, Haryana -122002

Dear Arushi,

I am delighted to extend to you an offer of employment ("**Offer**") with Savills Property Services (India) Private Limited (formerly known as FPD Property Services (India) Private Limited) (herein after referred to as the "**Company**"), as Management Trainee, Commercial Advisory and Transactions with effect from 02-Aug-2021 or earlier ("**Effective Date**").

The details of your terms of employment will be set out in the **Employment Agreement** to be executed in due course and pending your acceptance of this Offer. The purpose of this Offer is to set out the key remuneration terms of your employment based on our latest discussions.

Remuneration

- **Salary.** Your gross annual salary will be INR 6,50,000 per annum, broken into components as per the policies of the Company and will be subject to such deductions as required by applicable law.
- **Annual Incentive.** You will be eligible to participate in the Company's Annual Incentive plan, which will be drawn up and shared with you subsequently.
- **Reporting & Location**. You will report to the Managing Director-Transactions Management of the Company and will be based at the Company's office at Hyderabad.

If you have any queries regarding your remuneration as set out in this Offer or matters relating to your employment with the Company, please do not hesitate to contact me. Please confirm your acceptance within 2 working days.

I look forward to welcoming you to the organization and to a long and happy association.

Sincerely,

Kaushik Chakraborty

Head of HR, India

Accepted

Arushi Sapra

Date:

savills

Annexure 1: Remuneration

Total ABS		54,167	6,50,000
Particulars	**Rule**	**Amount (Per month)**	**Amount (Per annum)**
Fixed Salary			
Basic	40% of Total ABS	21,667	2,60,004
HRA	50% of Basic Salary	10,833	1,29,996
Special Allowance	Balance amount	19,067	2,28,804
FBP			
Leave Travel Assistance	Upto one month Basic	0	0
Statutory Contribution			
Employer PF	12% of Basic Salary	2,600	31,200
Total ABS		54,167	6,50,004

Annexure 2: Document Checklist

Kindly refer to the checklist for the documents to be carried on your Day 1 with us.

Pre-Employment Documents of the last employer	1. Appointment Letter 2. Resignation Acceptance Letter 3. Latest Increment Letter 4. Last 2 Pay Slips 5. Relieving Letter/Experience Letter (of Last 3 Employers)
Education Documents	6. Marksheet or Certificate-10th 7. Marksheet or Certificate-12th 8. Marksheet or Degree or Diploma-Graduation 9. Marksheet or Degree or Diploma-Post Graduation (if any)
Identity Proof	10. Aadhar Card 11. Pan Card
Miscellaneous	12. C.V 13. 2 Colored Passport size photographs
Professional References	14. Reference 1 (From last employer) 15. Reference 2

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Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer Letter | Savills India

Arushi Sapra <aarushi.sapra@gmail.com> Mon, Aug 16, 2021 at 12:58 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Savills India** <honohr@savills.in>
Date: Wed, 14 Jul 2021 at 7:12 PM
Subject: Offer Letter | Savills India
To: <aarushi.sapra@gmail.com>
Cc: <ashwin.david@savills.in>, <Kaushik.Chakraborty@savills.in>

Dear Arushi Sapra,

Congratulations!

We are delighted to extend an Offer to you on behalf of Savills India. We look forward to have you onboard with us in this remarkable journey!

Please take time to review your Offer Letter and should it be to your satisfaction, kindly provide your acceptance. You may do so by logging in to our Onboarding Platform using the below credentials:

Link: https://savillsindia.honohr.com/onboarding?requestPage=OfferAcceptance

Username: aarushi.sapra@gmail.com

Password: 1997-11-17

For any concerns, kindly reach out to your HR point of contact.

Regards,

Kaushik Chakraborty

Head of Human Resources

OfferLetter_Arushi_Sapra_9be8c75741b0216032f3b6cdefe78bed.pdf
74K

Our mission is to ***"Partner with our customers to deliver innovative and cost effective solutions and create Excellence by providing Opportunities to people through well-defined Processes and progressive Learning in an Exuberant environment."***

When you put them all together, you get the word **'PEOPLE'**. We live and we work by these principles which are the very foundation of our company and the basis of our rapid growth.

Acuvate Software is a leading global provider of innovative business solutions, consulting, and outsourcing services. We help our customers in their digital transformation journey by collaborating with their teams across the globe. We currently have out offices and operations in India , London, Amsterdam, New York and Dubai.

We at Acuvate offer a wide spectrum of services that help customers improve their business efficiency through Artificial Intelligence, Business Process Innovation, Business Intelligence, Portals and Collaboration Management Solutions, Application Development and Infrastructure Support. Acuvate offers a rich value proposition to its clients by using the right technology in the right way. Our industry focused solutions provide organizations with intelligence for their digital transformation. We embrace this journey, striving to remain the trusted partner that delivers digital empowerment to our clients worldwide

Acuvate seeks to employ people with skill, integrity and enthusiasm, and to provide them with the means to develop professionally, without any form of discrimination, and in accordance with applicable national, state or local law.

At Acuvate, we believe that our success as a professional services organization requires that we maintain a rich diversity of people able to render services with exceptional quality, excellence and commitment.

We emphasize on achieving Higher Productivity, Rich Customer Experience and Enhanced Employee Satisfaction through our focused efforts. Our accolades and success stories are available on www.acuvate.com.

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Our Offerings

AWARDS:

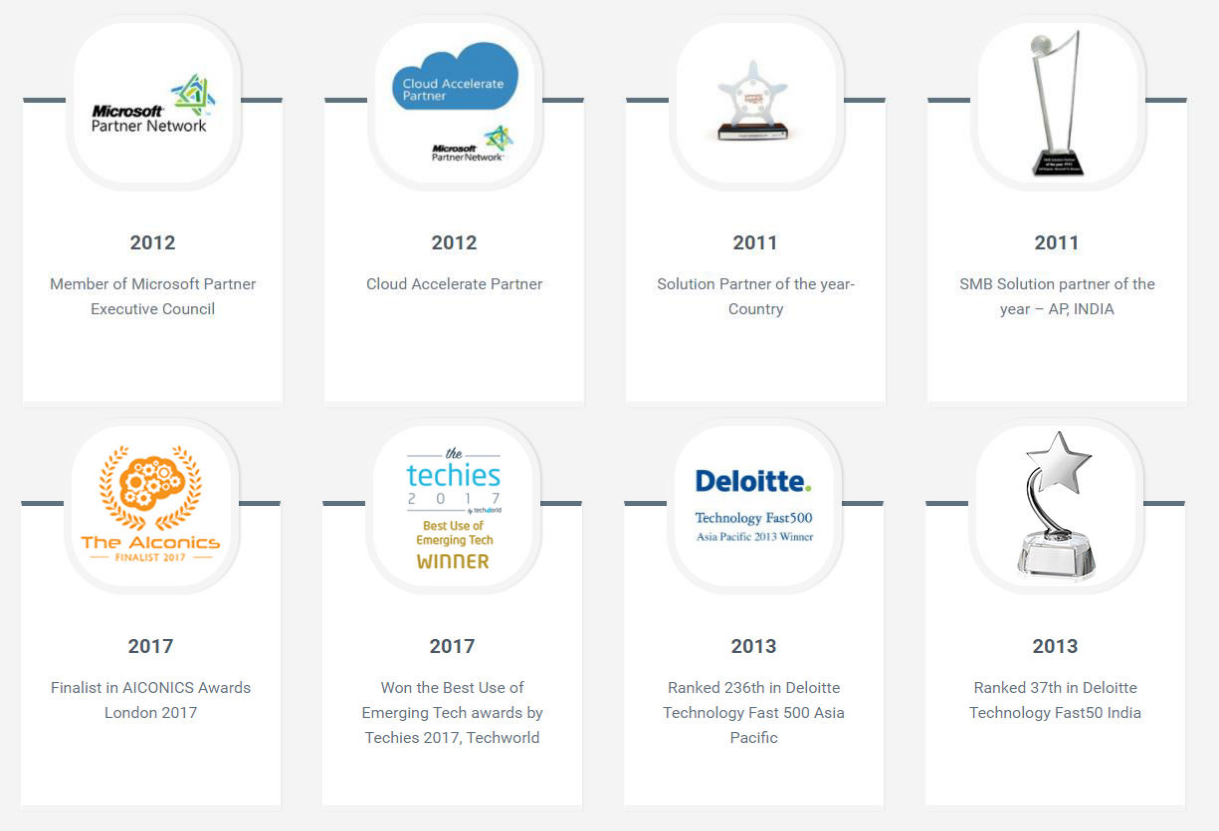

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CLIENTS :

Benefits :

1) **Compensation and benefits**
   a. Insurance
   b. Earned leaves
      i. - Maternity/Paternity
   c. Public Holidays as per industry norms.
2) **Trainings Programs and initiatives**
   a. Technical Trainings to keep you posted with the industry trends
   b. Behavioural Training to develop your personality as a professional
   c. Leadership Training to build leaders.
3) **Rewards and recognition.**
   a. Monthly reward program that fosters discretionary effort
   b. SPOT Awards
   c. Most coveted award is our 'Employee of the quarter'
   d. Business Impact Award
   e. Customer appreciations, etc
4) **Operating values**

   a. Delighting customers.
   b. Building talent capability.
   c. CSR
   d. Fun@work Acuvate premier league and the annual day outing.
   e. Agility

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EMPLOYMENT AGREEMENT CLAUSES

1. The Company Employs You, **Harsh Trivedi** as a **"Business Development Executive"** and You accept employment with the Company on the terms and conditions set forth in this Employment Agreement (the "Agreement")

I EMPLOYMENT TERMS AND DUTIES

1. Your Employment shall begin on **15th February 2021** and shall end on the date of termination pursuant to Section VI of this Agreement.

2. During your employment with the Company, You will devote your entire and undivided business time (9 hours), attention, effort, skill, care and energy to the business of the Company. You shall perform your duties faithfully, intelligently, to the best of your ability, and in the best interest of the Company.

3. Your reporting manager shall from time to time explain you your objectives and responsibilities and other details of your employment. You will accept and shall abide by all lawful and reasonable instructions issued by any of your superiors. You shall perform your duties at such place or places, as the Company shall reasonably designate. Your performance will be measured from time to time and will be awarded as per the existing appraisal process.

4. In performing such duties, You shall be subject to the direction and control of your immediate Seniors and the Board of Directors and CEO of the Company.

5. The employment relationship shall also be governed by the general employment policies and practices of the Company, rules framed from time to time and contained in the employee manual, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall prevail. You will also be bound by the Rules, Regulations and office orders in force and framed by the Company from time to time in relation to your service conditions, which will form part of your terms of employment.

6. We work five days a week, Monday through Friday. The Company will have its normal business hours from 10:00 hrs to 19:00 hrs with a lunch break. Since we cater to global clients that may operate on a 24 x 7 basis, You may be required to work at non-standard hours; your work timing would be intimated by your manager. You shall provide details regarding the utilization of your time by entering the same into timesheets or as prescribed by your manager of HR.

II COMPENSATION AND BENEFITS

You will be entitled to remuneration of as mentioned in "Annexure I" in accordance with Company's customary payroll procedures. The job title, duties and compensation may be adjusted from time to time as the Company may determine, in its sole discretion.

i. Bonus is paid annually and the payout is a determined based on individual and the organizations performance.
ii. PF contribution and gratuity will be paid as per the existing statutory norms.
iii. Sales incentive /Commission in based on KRA achievement.You will have a Sales target every quarter , based on achievement incentive will be processed quarterly.

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III PROBATION

1. Your appointment will be on probation for a period of 6 months (Six Months) [hereinafter called the **"Probation Period"**]. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the probation period will be deemed to have been extended until the company advising you of confirmation in your appointment or notifying you otherwise.

2. The Company may terminate your employment by a written notice at any time during or at the end of the probation period without assigning any reason for such termination.

3. The company and You agree to a mutual notice period of 15 days while on probation.

4. The company follows a confirmation process that measures skill and ability. Upon satisfactory performance, if the employee meets expectations (3 rating) it is a deemed as a confirmed full time employment.

V PROTECTION OF CONFIDENTIAL INFORMATION

1. **You are required to sign a separate Confidentiality / Non Disclosure Agreement as a condition of employment.**

   i. You will not at any time use or disclose to anyone other than authorized officers of the Company, information or knowledge relating to the Company's business or any Company proprietary information, technical data, trade secrets or know- how, including but not limited to research, product plans, products, services, customers name and customers identity, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, financial, administrative and or organization matters or any transaction or affairs of the Company, of confidential nature obtained by You while in the employment of the Company.

   ii. You shall also not disclose any such confidential information as mentioned above pertaining to the Company, which shall not be generally known to the public or recognized as standard practices and on leaving the Company, shall not take with yourself any charts, confidential data or materials belonging to the Company without its consent.

   iii. All records, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Company's operations, activities, or business, made or received by You during any period of employment with the Company are and shall be the property of the Company exclusively, and You shall surrender the same at the time of your resignation or termination of employment.

V ACTIVITIES OUTSIDE THE SCOPE OF EMPLOYMENT

Except with the prior written consent of the Company, You will not during the employment with the Company undertake or engage in any other employment, occupation or business enterprise. You may engage in civic and not-for-profit activities under intimation to the Company so long as such activities do not materially interfere with the performance of your duties hereunder.

1. Except as permitted under clause 2 below, You agree not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by You or You have means to

know to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

2. During the term of your employment with the Company, except on behalf of the Company, You will not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by You or You have means to know, to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that anything above to the contrary notwithstanding, You may own, as a passive investor, securities of any competitor corporation, so long as your direct holdings (held by You and your relatives) in any such corporation / its subsidiaries / affiliates etc. shall not in the aggregate constitute more than 1% of the voting stock of such corporation. For the purposes of clarity, the corporations/its subsidiaries/affiliates etc. should not be any competitors of the company in any manner.

VI TERMINATION

1. You may terminate this employment by giving 90 days prior notice or salary in lieu thereof based upon mutual consent between You and the Company.

2. The Company shall have the right to terminate your employment with the Company at any time with a prior notice of 60 days.

3. Your employment may be terminated by the Company for cause pursuant to conducting a disciplinary procedure. The disciplinary proceedings will be conducted, including but not limited to on the occurrence of any one of the following events:

   i. If You willfully fail or refuse to comply, in a material manner, with the policies, standards, and regulations of the Company following written notice of breach and a reasonable opportunity to cure;

   ii. If you fail to perform the tasks given to you with the desired quality.

   iii. You engage in fraud, dishonesty, or any other act of misconduct in the performance of your duties on behalf of the Company;

   iv. You fail to perform any material provisions of this Agreement to be performed by You provided however, that if such breach can be cured, You will receive reasonable, written notice of breach and a reasonable opportunity to cure such breach;

Further details on the disciplinary procedure may be availed from the Human resources Department.

Without prejudice to other remedies that may be available under the applicable laws, to the Company against You, in case of termination in accordance with clause 3 of section V above, the Company shall not have any further liability to you other than for remuneration, allowances and prerequisites that have accrued prior to the effective date of termination of employment.

VII RESTRICTIVE COVENANTS

1. RETURN OF ASSETS AND INFORMATION:

You agree that if your employment is terminated, You will immediately and without request deliver

to the Company any and all physical assets entrusted to You by the Company and any and all records and papers and all matters of whatever nature which contain the Company information.

2. NON-COMPETETION; NON-SOLICITATION:

i. You state that after termination of your employment and for 24 months there after You will not become a proprietor, partner, shareholder, employee, officer, director, distributor, channel partner, dealer or stockist of or to a corporation, a partnership firm or any other business entity whose products or services directly compete with Company's products or services. The restrictions contained in this section shall apply whether or not You accept any form of compensation from such competing businesses.

ii. You also agree that:

a. After termination of your employment with the Company and 24 months there after, You will not encourage or induce any of Company's employee, director or officer to breach any of their respective contract of employment or other contract with the Company and You will not entice, solicit, hire, recruit or employ any

Company's employee, director or officer. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.

b. After termination of your employment with the Company and 24 months there after , You will not encourage or induce any of Company's customer, channel partner, distributor, stockist, agent, representative, dealer, client to breach their respective contract with the Company and You will not entice or solicit, any Company customer, channel partner, distributor, stockist, agent, representative, dealer or client. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.

iii. Company and You acknowledge and agree that You will acquire knowledge and information concerning the business of the Company and its affiliates as a result of employment. The Company and You further acknowledge and agree that the scope of business in which the Company is engaged is very competitive and is one in which few companies successfully compete. Competition by You after having had access to the

Company's Information in any aspect of Company's business after the employment is terminated would severely injure the Company due to the intimate knowledge in this narrow field that the Company has disclosed to You. No obligations herein shall be construed to prevent You from exercising your acquired general skills after the termination of the employment, except as applied to specific Company information.

iv. You acknowledge and admit that the restrictions contained in this section VI are appropriate and necessary for the protection of the business and goodwill of the Company and are considered by You to be reasonable for such purpose.

VIII RESOLUTION OF DISPUTES & REMEDIES

1. In the event of any dispute or difference in any way or manner arising out of, in relation to or in connection with this Agreement, the same shall be decided by arbitration in accordance with the Arbitration and Conciliation Act, 1996 The Arbitration proceedings shall be conducted in English language. The venue of the Arbitration shall be at Hyderabad.

2. If You violate the undertakings of 'Confidentiality' and 'No to Compete' clauses for any reason, You acknowledge that the damage resulting there from will be immediate and continuing and therefore agree to any injunctive relief the Company may seek with respect thereto and that the same is necessary and proper.

3. Nothing in this Agreement shall limit the rights or remedies of the Company arising directly or indirectly from such breach and/or competitive employment including, without limitation, claims based upon breach of fiduciary duty, misappropriation, and theft of confidential Information and/ or tortuous interference with contract. Further, You agree to compensate the Company for Company's costs and expenses, including attorneys' fees, incurred as a result of any such violation by You.

IX SEVERABILITY

The Company and You agree that if any part of this Agreement shall be found to be invalid, illegal or unenforceable by the courts or law of India then that part shall not affect any of the other part of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable part had never been contained herein.

X ASSIGNABILITY

If the Company and You agree to transfer You to another of the Company affiliate, then this Agreement shall be automatically assigned to that affiliate. This Agreement shall inure to the benefit of any assignee of the Company and You specifically agree to execute on demand all necessary documents in connection therewith.

XI GOVERNING LAW

It is understood and agreed by the Company and You that this Agreement shall be interpreted and governed by the laws of India irrespective of the place of execution or the place or places of performance. The Company and You further acknowledge that this Agreement is written in English and that English is the controlling language.

XII WAIVER

Any failure by either party to exercise its rights or any delay, forbearance or indulgence by either party in exercising any rights under this Agreement shall not operate as a waiver of that right or preclude its exercise at any subsequent time or on any subsequent occasion.

XIII IDEAS, INVENTIONS AND INTELLECTUAL PROPERTY

1. You agree and recognize and agree that all ideas, inventions, enhancements, plans, writings, Intellectual Property, and other developments or improvements (the "Inventions") conceived by you, alone or with others, during the term of your employment, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company. You further agree that (1) You will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights You may have in those Inventions, including without limitation those relating to patent, copyright, trademark or trade secrets. At the request of and without charge to the Company (except for any associated, reasonable and out-of-pocket expenses of yours which Company will pay), You will do all things deemed by the Company to be reasonably necessary to perfect the title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications,

assignments or other instruments.

2. Notwithstanding the foregoing, the Company hereby notifies You that the provisions of this Section shall not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely by You in your own time, unless (1) the Invention relates to (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by You for the Company.

XIV NONDISPARAGEMENT

During or after termination of your employment, You will not disparage, denigrate or defame or take any action that is injurious to the interest of the Company, its products or services.

XV UNDERTAKING

You represent and warrant to the Company that there is no other employment contract or any other contractual obligation to which You are subject, which prevents You from entering into this Agreement or from performing your duties under this Agreement.

XVI INDEMNIFICATION

1. You agree to indemnify and keep the Company indemnified against all losses, claims, injury, damage, costs and expenses that the Company may suffer or incur as a result of or in connection with -

   i. any falsity whether already known or discovered at any time in the future, of any of the statements, acknowledgement, representations and warranties made by You in this Agreement; or
   ii. any breach or non-compliance by You of any term of this Agreement; or
   iii. any default, breach, non-compliance or irregularity of any nature whatsoever that may be committed by You; or
   iv. Any liability of the Company towards any third party including any government or statutory authority attributable to any past action or default on your part as an executive of the Company.

XVII NOTICES:

All notices reports and communications permitted or required by this Agreement shall be in writing, and shall be deemed to have been given on the date of delivery under endorsement or by registered post. The addresses on the signing page of this Agreement or any other address notified in the Company's book shall be the address for the said purpose.

XVIII MODIFICATION

The terms of employment contained herein may only be modified by a written instrument executed by the Company and You.

XIX COUNTERPARTS

Company and You agree that there will be two original copies of this Agreement, one to be kept, as a matter of record with the Company and one to be kept as a matter of record with You.

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Annexure I

Name:	Harsh Trivedi	
Designation:	Business Development Executive	
Department:	Sales	
Location:	Hyderabad	
Components	**Monthly**	**Annual**
	Amount in Indian Rupees	
Basic	13,689	1,64,265
HRA	5,749	68,992
FEP	19,165	2,29,975
Sub Total (A) -	**38,603**	**4,63,232**
Other Benefits	Amount in Indian Rupees	
Provident Fund(employer contribution)	1,643	19,712
***Insurance**	600	7,200
******Performance Bonus**	-	-
****Gratuity**	821	9,856
Sub Total (B)	**3,064**	**36,768**
-		
Total	**41,667**	**5,00,000**

** Insurance covers Personal Accident, Group Life and Hospitalization.*

***As per gratuity laws*

****You would be eligible for Performance Bonus based on your performance vis-à-vis the objectives/tasks assigned to you, the performance of your group/function and the organization's performance.*

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Annexure II

Monthly Salary Breakdown Before TDS:

Earnings			Deductions	
Basic Salary	13,689		P.F.	1643
HRA	5,749		P.T.	200
FEP	19,165		*TDS	
			LOP	0
			Others	0
Total	38602.67		Total	1843
		Net Pay		36760

**TDS will be applicable as per the rules*

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters

Vyshali Ringu <vyshali.ringu@acuvate.com> Wed, Jul 28, 2021 at 12:59 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Sir,

As discussed, please find attached the offer letters of the students who got placed in Acuvate.

acuvate ... where Acumen drives Innovation	Vyshali Ringu HR Executive 9642060093 www.acuvate.com Empower..Encourage..Celebrate

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4 attachments

- **Acuvate Offer Letter_ Harsh Trivedi.pdf**
  804K
- **Acuvate Offer Letter_ Siddharth Agarwal.pdf**
  805K
- **Acuvate Offer Letter_ Kritika Batra.pdf**
  800K
- **Acuvate Offer Letter_ Jayesh Kajaria.pdf**
  806K

Our mission is to ***"Partner with our customers to deliver innovative and cost effective solutions and create Excellence by providing Opportunities to people through well-defined Processes and progressive Learning in an Exuberant environment."***

When you put them all together, you get the word **'PEOPLE'**. We live and we work by these principles which are the very foundation of our company and the basis of our rapid growth.

Acuvate Software is a leading global provider of innovative business solutions, consulting, and outsourcing services. We help our customers in their digital transformation journey by collaborating with their teams across the globe. We currently have out offices and operations in India , London, Amsterdam, New York and Dubai.

We at Acuvate offer a wide spectrum of services that help customers improve their business efficiency through Artificial Intelligence, Business Process Innovation, Business Intelligence, Portals and Collaboration Management Solutions, Application Development and Infrastructure Support. Acuvate offers a rich value proposition to its clients by using the right technology in the right way. Our industry focused solutions provide organizations with intelligence for their digital transformation. We embrace this journey, striving to remain the trusted partner that delivers digital empowerment to our clients worldwide

Acuvate seeks to employ people with skill, integrity and enthusiasm, and to provide them with the means to develop professionally, without any form of discrimination, and in accordance with applicable national, state or local law.

At Acuvate, we believe that our success as a professional services organization requires that we maintain a rich diversity of people able to render services with exceptional quality, excellence and commitment.

We emphasize on achieving Higher Productivity, Rich Customer Experience and Enhanced Employee Satisfaction through our focused efforts. Our accolades and success stories are available on www.acuvate.com.

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Our Offerings

AWARDS:

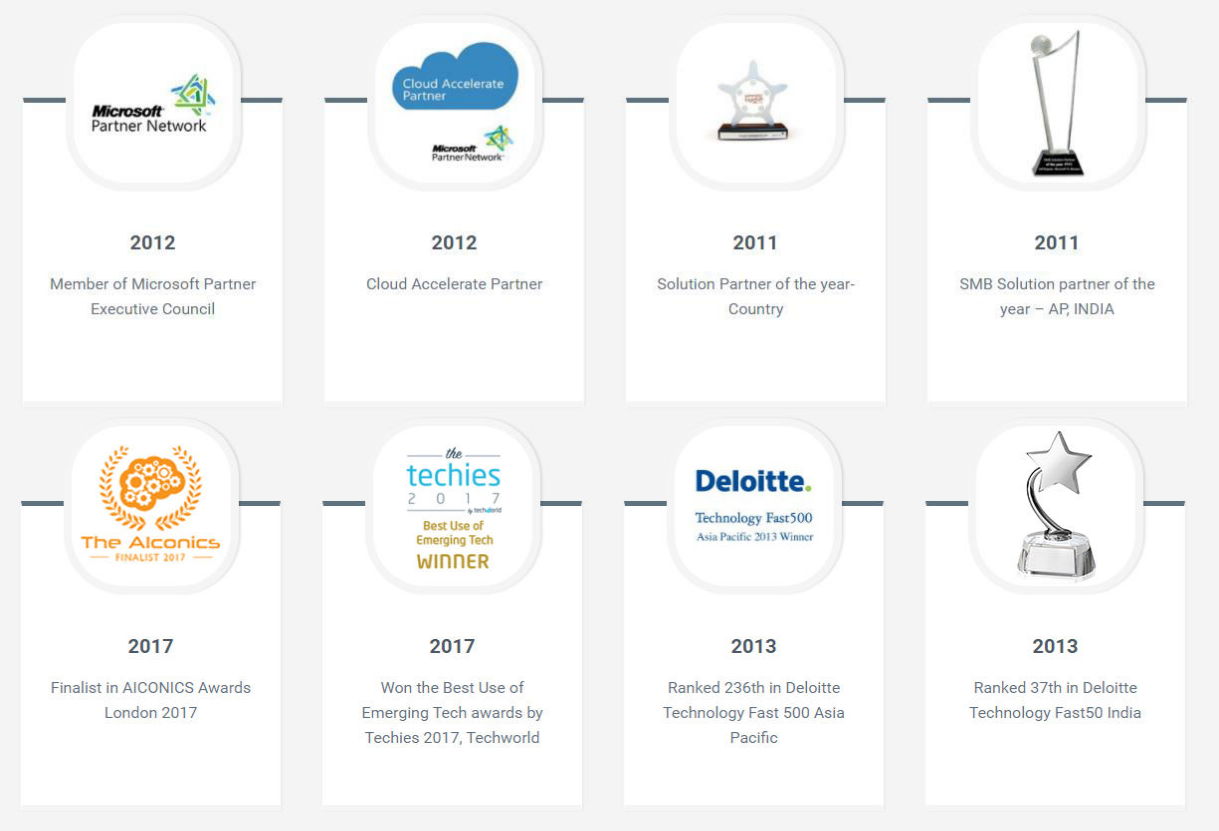

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CLIENTS :

Benefits :

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   a. Insurance
   b. Earned leaves
      i. - Maternity/Paternity
   c. Public Holidays as per industry norms.
2) **Trainings Programs and initiatives**
   a. Technical Trainings to keep you posted with the industry trends
   b. Behavioural Training to develop your personality as a professional
   c. Leadership Training to build leaders.
3) **Rewards and recognition.**
   a. Monthly reward program that fosters discretionary effort
   b. SPOT Awards
   c. Most coveted award is our 'Employee of the quarter'
   d. Business Impact Award
   e. Customer appreciations, etc
4) **Operating values**

   a. Delighting customers.
   b. Building talent capability.
   c. CSR
   d. Fun@work Acuvate premier league and the annual day outing.
   e. Agility

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EMPLOYMENT AGREEMENT CLAUSES

1. The Company Employs You, **Jayesh Kajaria** as a **"Business Development Executive"** and You accept employment with the Company on the terms and conditions set forth in this Employment Agreement (the "Agreement")

I EMPLOYMENT TERMS AND DUTIES

1. Your Employment shall begin on **15th February 2021** and shall end on the date of termination pursuant to Section VI of this Agreement.

2. During your employment with the Company, You will devote your entire and undivided business time (9 hours), attention, effort, skill, care and energy to the business of the Company. You shall perform your duties faithfully, intelligently, to the best of your ability, and in the best interest of the Company.

3. Your reporting manager shall from time to time explain you your objectives and responsibilities and other details of your employment. You will accept and shall abide by all lawful and reasonable instructions issued by any of your superiors. You shall perform your duties at such place or places, as the Company shall reasonably designate. Your performance will be measured from time to time and will be awarded as per the existing appraisal process.

4. In performing such duties, You shall be subject to the direction and control of your immediate Seniors and the Board of Directors and CEO of the Company.

5. The employment relationship shall also be governed by the general employment policies and practices of the Company, rules framed from time to time and contained in the employee manual, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall prevail. You will also be bound by the Rules, Regulations and office orders in force and framed by the Company from time to time in relation to your service conditions, which will form part of your terms of employment.

6. We work five days a week, Monday through Friday. The Company will have its normal business hours from 10:00 hrs to 19:00 hrs with a lunch break. Since we cater to global clients that may operate on a 24 x 7 basis, You may be required to work at non-standard hours; your work timing would be intimated by your manager. You shall provide details regarding the utilization of your time by entering the same into timesheets or as prescribed by your manager of HR.

II COMPENSATION AND BENEFITS

You will be entitled to remuneration of as mentioned in "Annexure I" in accordance with Company's customary payroll procedures. The job title, duties and compensation may be adjusted from time to time as the Company may determine, in its sole discretion.

i. Bonus is paid annually and the payout is a determined based on individual and the organizations performance.
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iii. Sales incentive /Commission in based on KRA achievement.You will have a Sales target every quarter , based on achievement incentive will be processed quarterly.

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1. Your appointment will be on probation for a period of 6 months (Six Months) [hereinafter called the **"Probation Period"**]. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the probation period will be deemed to have been extended until the company advising you of confirmation in your appointment or notifying you otherwise.

2. The Company may terminate your employment by a written notice at any time during or at the end of the probation period without assigning any reason for such termination.

3. The company and You agree to a mutual notice period of 15 days while on probation.

4. The company follows a confirmation process that measures skill and ability. Upon satisfactory performance, if the employee meets expectations (3 rating) it is a deemed as a confirmed full time employment.

V PROTECTION OF CONFIDENTIAL INFORMATION

1. **You are required to sign a separate Confidentiality / Non Disclosure Agreement as a condition of employment.**

   i. You will not at any time use or disclose to anyone other than authorized officers of the Company, information or knowledge relating to the Company's business or any Company proprietary information, technical data, trade secrets or know- how, including but not limited to research, product plans, products, services, customers name and customers identity, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, financial, administrative and or organization matters or any transaction or affairs of the Company, of confidential nature obtained by You while in the employment of the Company.

   ii. You shall also not disclose any such confidential information as mentioned above pertaining to the Company, which shall not be generally known to the public or recognized as standard practices and on leaving the Company, shall not take with yourself any charts, confidential data or materials belonging to the Company without its consent.

   iii. All records, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Company's operations, activities, or business, made or received by You during any period of employment with the Company are and shall be the property of the Company exclusively, and You shall surrender the same at the time of your resignation or termination of employment.

V ACTIVITIES OUTSIDE THE SCOPE OF EMPLOYMENT

Except with the prior written consent of the Company, You will not during the employment with the Company undertake or engage in any other employment, occupation or business enterprise. You may engage in civic and not-for-profit activities under intimation to the Company so long as such activities do not materially interfere with the performance of your duties hereunder.

1. Except as permitted under clause 2 below, You agree not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by You or You have means to

know to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

2. During the term of your employment with the Company, except on behalf of the Company, You will not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by You or You have means to know, to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that anything above to the contrary notwithstanding, You may own, as a passive investor, securities of any competitor corporation, so long as your direct holdings (held by You and your relatives) in any such corporation / its subsidiaries / affiliates etc. shall not in the aggregate constitute more than 1% of the voting stock of such corporation. For the purposes of clarity, the corporations/its subsidiaries/affiliates etc. should not be any competitors of the company in any manner.

VI TERMINATION

1. You may terminate this employment by giving 90 days prior notice or salary in lieu thereof based upon mutual consent between You and the Company.

2. The Company shall have the right to terminate your employment with the Company at any time with a prior notice of 60 days.

3. Your employment may be terminated by the Company for cause pursuant to conducting a disciplinary procedure. The disciplinary proceedings will be conducted, including but not limited to on the occurrence of any one of the following events:

   i. If You willfully fail or refuse to comply, in a material manner, with the policies, standards, and regulations of the Company following written notice of breach and a reasonable opportunity to cure;

   ii. If you fail to perform the tasks given to you with the desired quality.

   iii. You engage in fraud, dishonesty, or any other act of misconduct in the performance of your duties on behalf of the Company;

   iv. You fail to perform any material provisions of this Agreement to be performed by You provided however, that if such breach can be cured, You will receive reasonable, written notice of breach and a reasonable opportunity to cure such breach;

Further details on the disciplinary procedure may be availed from the Human resources Department.

Without prejudice to other remedies that may be available under the applicable laws, to the Company against You, in case of termination in accordance with clause 3 of section V above, the Company shall not have any further liability to you other than for remuneration, allowances and prerequisites that have accrued prior to the effective date of termination of employment.

VII RESTRICTIVE COVENANTS

1. RETURN OF ASSETS AND INFORMATION:

You agree that if your employment is terminated, You will immediately and without request deliver

to the Company any and all physical assets entrusted to You by the Company and any and all records and papers and all matters of whatever nature which contain the Company information.

2. NON-COMPETETION; NON-SOLICITATION:

i. You state that after termination of your employment and for 24 months there after You will not become a proprietor, partner, shareholder, employee, officer, director, distributor, channel partner, dealer or stockist of or to a corporation, a partnership firm or any other business entity whose products or services directly compete with Company's products or services. The restrictions contained in this section shall apply whether or not You accept any form of compensation from such competing businesses.

ii. You also agree that:

a. After termination of your employment with the Company and 24 months there after, You will not encourage or induce any of Company's employee, director or officer to breach any of their respective contract of employment or other contract with the Company and You will not entice, solicit, hire, recruit or employ any

Company's employee, director or officer. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.

b. After termination of your employment with the Company and 24 months there after , You will not encourage or induce any of Company's customer, channel partner, distributor, stockist, agent, representative, dealer, client to breach their respective contract with the Company and You will not entice or solicit, any Company customer, channel partner, distributor, stockist, agent, representative, dealer or client. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.

iii. Company and You acknowledge and agree that You will acquire knowledge and information concerning the business of the Company and its affiliates as a result of employment. The Company and You further acknowledge and agree that the scope of business in which the Company is engaged is very competitive and is one in which few companies successfully compete. Competition by You after having had access to the

Company's Information in any aspect of Company's business after the employment is terminated would severely injure the Company due to the intimate knowledge in this narrow field that the Company has disclosed to You. No obligations herein shall be construed to prevent You from exercising your acquired general skills after the termination of the employment, except as applied to specific Company information.

iv. You acknowledge and admit that the restrictions contained in this section VI are appropriate and necessary for the protection of the business and goodwill of the Company and are considered by You to be reasonable for such purpose.

VIII RESOLUTION OF DISPUTES & REMEDIES

1. In the event of any dispute or difference in any way or manner arising out of, in relation to or in connection with this Agreement, the same shall be decided by arbitration in accordance with the Arbitration and Conciliation Act, 1996 The Arbitration proceedings shall be conducted in English language. The venue of the Arbitration shall be at Hyderabad.

2. If You violate the undertakings of 'Confidentiality' and 'No to Compete' clauses for any reason, You acknowledge that the damage resulting there from will be immediate and continuing and therefore agree to any injunctive relief the Company may seek with respect thereto and that the same is necessary and proper.

3. Nothing in this Agreement shall limit the rights or remedies of the Company arising directly or indirectly from such breach and/or competitive employment including, without limitation, claims based upon breach of fiduciary duty, misappropriation, and theft of confidential Information and/ or tortuous interference with contract. Further, You agree to compensate the Company for Company's costs and expenses, including attorneys' fees, incurred as a result of any such violation by You.

IX SEVERABILITY

The Company and You agree that if any part of this Agreement shall be found to be invalid, illegal or unenforceable by the courts or law of India then that part shall not affect any of the other part of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable part had never been contained herein.

X ASSIGNABILITY

If the Company and You agree to transfer You to another of the Company affiliate, then this Agreement shall be automatically assigned to that affiliate. This Agreement shall inure to the benefit of any assignee of the Company and You specifically agree to execute on demand all necessary documents in connection therewith.

XI GOVERNING LAW

It is understood and agreed by the Company and You that this Agreement shall be interpreted and governed by the laws of India irrespective of the place of execution or the place or places of performance. The Company and You further acknowledge that this Agreement is written in English and that English is the controlling language.

XII WAIVER

Any failure by either party to exercise its rights or any delay, forbearance or indulgence by either party in exercising any rights under this Agreement shall not operate as a waiver of that right or preclude its exercise at any subsequent time or on any subsequent occasion.

XIII IDEAS, INVENTIONS AND INTELLECTUAL PROPERTY

1. You agree and recognize and agree that all ideas, inventions, enhancements, plans, writings, Intellectual Property, and other developments or improvements (the "Inventions") conceived by you, alone or with others, during the term of your employment, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company. You further agree that (1) You will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights You may have in those Inventions, including without limitation those relating to patent, copyright, trademark or trade secrets. At the request of and without charge to the Company (except for any associated, reasonable and out-of-pocket expenses of yours which Company will pay), You will do all things deemed by the Company to be reasonably necessary to perfect the title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications,

assignments or other instruments.

2. Notwithstanding the foregoing, the Company hereby notifies You that the provisions of this Section shall not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely by You in your own time, unless (1) the Invention relates to (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by You for the Company.

XIV NONDISPARAGEMENT

During or after termination of your employment, You will not disparage, denigrate or defame or take any action that is injurious to the interest of the Company, its products or services.

XV UNDERTAKING

You represent and warrant to the Company that there is no other employment contract or any other contractual obligation to which You are subject, which prevents You from entering into this Agreement or from performing your duties under this Agreement.

XVI INDEMNIFICATION

1. You agree to indemnify and keep the Company indemnified against all losses, claims, injury, damage, costs and expenses that the Company may suffer or incur as a result of or in connection with -

   i. any falsity whether already known or discovered at any time in the future, of any of the statements, acknowledgement, representations and warranties made by You in this Agreement; or
   ii. any breach or non-compliance by You of any term of this Agreement; or
   iii. any default, breach, non-compliance or irregularity of any nature whatsoever that may be committed by You; or
   iv. Any liability of the Company towards any third party including any government or statutory authority attributable to any past action or default on your part as an executive of the Company.

XVII NOTICES:

All notices reports and communications permitted or required by this Agreement shall be in writing, and shall be deemed to have been given on the date of delivery under endorsement or by registered post. The addresses on the signing page of this Agreement or any other address notified in the Company's book shall be the address for the said purpose.

XVIII MODIFICATION

The terms of employment contained herein may only be modified by a written instrument executed by the Company and You.

XIX COUNTERPARTS

Company and You agree that there will be two original copies of this Agreement, one to be kept, as a matter of record with the Company and one to be kept as a matter of record with You.

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Annexure I

Name:	Jayesh Kajaria	
Designation:	Business Development Executive	
Department:	Sales	
Location:	Hyderabad	
Components	**Monthly**	**Annual**
	Amount in Indian Rupees	
Basic	13,689	1,64,265
HRA	5,749	68,992
FEP	19,165	2,29,975
Sub Total (A) -	**38,603**	**4,63,232**
Other Benefits	Amount in Indian Rupees	
Provident Fund(employer contribution)	1,643	19,712
***Insurance**	600	7,200
******Performance Bonus**	-	-
****Gratuity**	821	9,856
Sub Total (B)	**3,064**	**36,768**
-		
Total	**41,667**	**5,00,000**

** Insurance covers Personal Accident, Group Life and Hospitalization.*

***As per gratuity laws*

****You would be eligible for Performance Bonus based on your performance vis-à-vis the objectives/tasks assigned to you, the performance of your group/function and the organization's performance.*

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Annexure II

Monthly Salary Breakdown Before TDS:

Earnings			Deductions	
Basic Salary	13,689		P.F.	1643
HRA	5,749		P.T.	200
FEP	19,165		*TDS	
			LOP	0
			Others	0
Total	38602.67		Total	1843
		Net Pay		36760

**TDS will be applicable as per the rules*

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters

Vyshali Ringu <vyshali.ringu@acuvate.com> Wed, Jul 28, 2021 at 12:59 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Sir,

As discussed, please find attached the offer letters of the students who got placed in Acuvate.

acuvate ... where Acumen drives Innovation	Vyshali Ringu HR Executive 9642060093 www.acuvate.com Empower..Encourage..Celebrate

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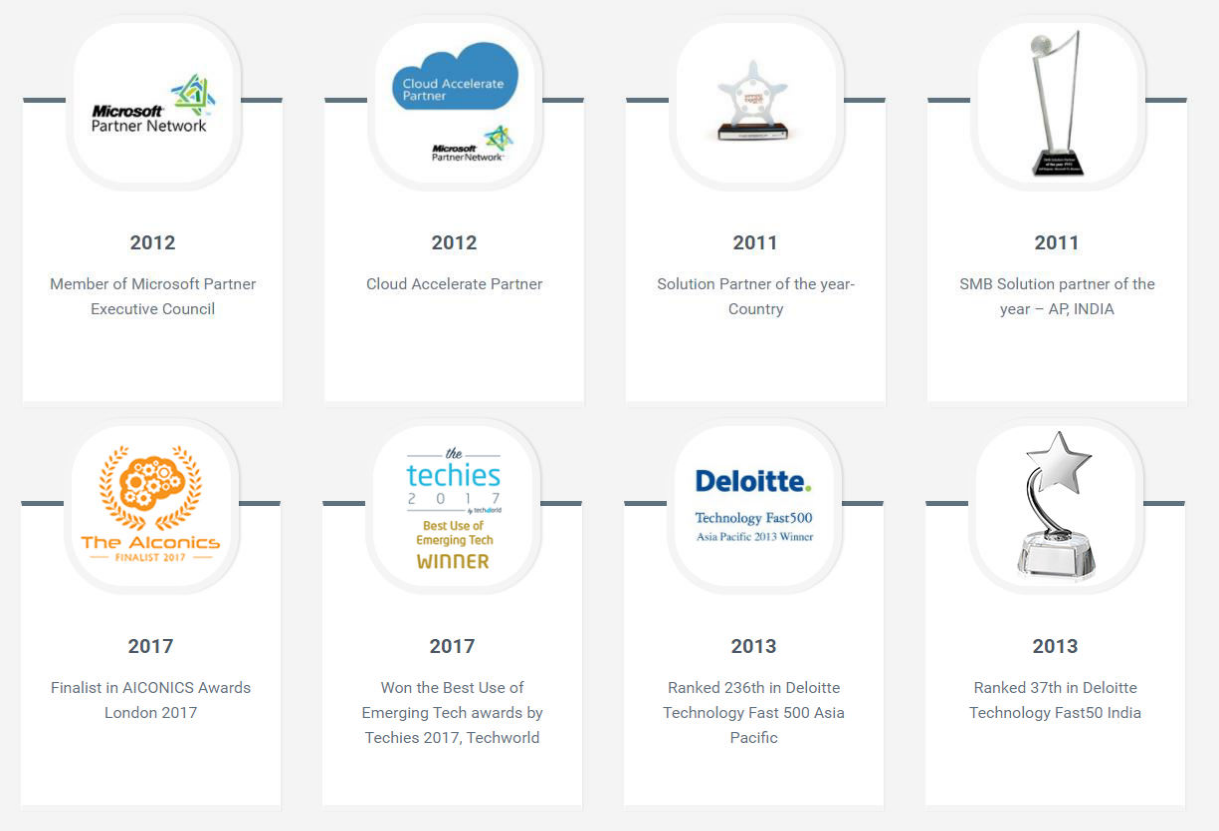

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4. In performing such duties, You shall be subject to the direction and control of your immediate Seniors and the Board of Directors and CEO of the Company.

5. The employment relationship shall also be governed by the general employment policies and practices of the Company, rules framed from time to time and contained in the employee manual, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall prevail. You will also be bound by the Rules, Regulations and office orders in force and framed by the Company from time to time in relation to your service conditions, which will form part of your terms of employment.

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   ii. You shall also not disclose any such confidential information as mentioned above pertaining to the Company, which shall not be generally known to the public or recognized as standard practices and on leaving the Company, shall not take with yourself any charts, confidential data or materials belonging to the Company without its consent.

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2. During the term of your employment with the Company, except on behalf of the Company, You will not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by You or You have means to know, to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that anything above to the contrary notwithstanding, You may own, as a passive investor, securities of any competitor corporation, so long as your direct holdings (held by You and your relatives) in any such corporation / its subsidiaries / affiliates etc. shall not in the aggregate constitute more than 1% of the voting stock of such corporation. For the purposes of clarity, the corporations/its subsidiaries/affiliates etc. should not be any competitors of the company in any manner.

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   ii. If you fail to perform the tasks given to you with the desired quality.

   iii. You engage in fraud, dishonesty, or any other act of misconduct in the performance of your duties on behalf of the Company;

   iv. You fail to perform any material provisions of this Agreement to be performed by You provided however, that if such breach can be cured, You will receive reasonable, written notice of breach and a reasonable opportunity to cure such breach;

   Further details on the disciplinary procedure may be availed from the Human resources Department.

   Without prejudice to other remedies that may be available under the applicable laws, to the Company against You, in case of termination in accordance with clause 3 of section V above, the Company shall not have any further liability to you other than for remuneration, allowances and prerequisites that have accrued prior to the effective date of termination of employment.

VII RESTRICTIVE COVENANTS

1. RETURN OF ASSETS AND INFORMATION:

You agree that if your employment is terminated, You will immediately and without request deliver to the Company any and all physical assets entrusted to You by the Company and any and all records and papers and all matters of whatever nature which contain the Company information.

2. NON-COMPETETION; NON-SOLICITATION:

i. You state that after termination of your employment and for 24 months there after You will not become a proprietor, partner, shareholder, employee, officer, director, distributor, channel partner, dealer or stockist of or to a corporation, a partnership firm or any other business entity whose products or services directly compete with Company's products or services. The restrictions contained in this section shall apply whether or not You accept any form of compensation from such competing businesses.

ii. You also agree that:

a. After termination of your employment with the Company and 24 months there after, You will not encourage or induce any of Company's employee, director or officer to breach any of their respective contract of employment or other contract with the Company and You will not entice, solicit, hire, recruit or employ any

Company's employee, director or officer. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.

b. After termination of your employment with the Company and 24 months there after , You will not encourage or induce any of Company's customer, channel partner, distributor, stockist, agent, representative, dealer, client to breach their respective contract with the Company and You will not entice or solicit, any Company customer, channel partner, distributor, stockist, agent, representative, dealer or client. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.

iii. Company and You acknowledge and agree that You will acquire knowledge and information concerning the business of the Company and its affiliates as a result of employment. The Company and You further acknowledge and agree that the scope of business in which the Company is engaged is very competitive and is one in which few companies successfully compete. Competition by You after having had access to the

Company's Information in any aspect of Company's business after the employment is terminated would severely injure the Company due to the intimate knowledge in this narrow field that the Company has disclosed to You. No obligations herein shall be construed to prevent You from exercising your acquired general skills after the termination of the employment, except as applied to specific Company information.

iv. You acknowledge and admit that the restrictions contained in this section VI are appropriate and necessary for the protection of the business and goodwill of the Company and are considered by You to be reasonable for such purpose.

VIII RESOLUTION OF DISPUTES & REMEDIES

1. In the event of any dispute or difference in any way or manner arising out of, in relation to or in connection with this Agreement, the same shall be decided by arbitration in accordance with the Arbitration and Conciliation Act, 1996 The Arbitration proceedings shall be conducted in English

language. The venue of the Arbitration shall be at Hyderabad.

2. If You violate the undertakings of 'Confidentiality' and 'No to Compete' clauses for any reason, You acknowledge that the damage resulting there from will be immediate and continuing and therefore agree to any injunctive relief the Company may seek with respect thereto and that the same is necessary and proper.

3. Nothing in this Agreement shall limit the rights or remedies of the Company arising directly or indirectly from such breach and/or competitive employment including, without limitation, claims based upon breach of fiduciary duty, misappropriation, and theft of confidential Information and/ or tortuous interference with contract. Further, You agree to compensate the Company for Company's costs and expenses, including attorneys' fees, incurred as a result of any such violation by You.

IX SEVERABILITY

The Company and You agree that if any part of this Agreement shall be found to be invalid, illegal or unenforceable by the courts or law of India then that part shall not affect any of the other part of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable part had never been contained herein.

X ASSIGNABILITY

If the Company and You agree to transfer You to another of the Company affiliate, then this Agreement shall be automatically assigned to that affiliate. This Agreement shall inure to the benefit of any assignee of the Company and You specifically agree to execute on demand all necessary documents in connection therewith.

XI GOVERNING LAW

It is understood and agreed by the Company and You that this Agreement shall be interpreted and governed by the laws of India irrespective of the place of execution or the place or places of performance. The Company and You further acknowledge that this Agreement is written in English and that English is the controlling language.

XII WAIVER

Any failure by either party to exercise its rights or any delay, forbearance or indulgence by either party in exercising any rights under this Agreement shall not operate as a waiver of that right or preclude its exercise at any subsequent time or on any subsequent occasion.

XIII IDEAS, INVENTIONS AND INTELLECTUAL PROPERTY

1. You agree and recognize and agree that all ideas, inventions, enhancements, plans, writings, Intellectual Property, and other developments or improvements (the "Inventions") conceived by you, alone or with others, during the term of your employment, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company. You further agree that (1) You will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights You may have in those Inventions, including without limitation those relating to patent, copyright, trademark or trade secrets. At the request of and without charge to the Company (except for any associated, reasonable and out-of-pocket expenses of yours which Company will pay), You will do all things deemed by the Company to be reasonably necessary to perfect the title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by

the Company, including but not limited to executing and signing any and all relevant applications, assignments or other instruments.

2. Notwithstanding the foregoing, the Company hereby notifies You that the provisions of this Section shall not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely by You in your own time, unless (1) the Invention relates to (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by You for the Company.

XIV NONDISPARAGEMENT

During or after termination of your employment, You will not disparage, denigrate or defame or take any action that is injurious to the interest of the Company, its products or services.

XV UNDERTAKING

You represent and warrant to the Company that there is no other employment contract or any other contractual obligation to which You are subject, which prevents You from entering into this Agreement or from performing your duties under this Agreement.

XVI INDEMNIFICATION

1. You agree to indemnify and keep the Company indemnified against all losses, claims, injury, damage, costs and expenses that the Company may suffer or incur as a result of or in connection with -

   i. any falsity whether already known or discovered at any time in the future, of any of the statements, acknowledgement, representations and warranties made by You in this Agreement; or
   ii. any breach or non-compliance by You of any term of this Agreement; or
   iii. any default, breach, non-compliance or irregularity of any nature whatsoever that may be committed by You; or
   iv. Any liability of the Company towards any third party including any government or statutory authority attributable to any past action or default on your part as an executive of the Company.

XVII NOTICES:

All notices reports and communications permitted or required by this Agreement shall be in writing, and shall be deemed to have been given on the date of delivery under endorsement or by registered post. The addresses on the signing page of this Agreement or any other address notified in the Company's book shall be the address for the said purpose.

XVIII MODIFICATION

The terms of employment contained herein may only be modified by a written instrument executed by the Company and You.

XIX COUNTERPARTS

Company and You agree that there will be two original copies of this Agreement, one to be kept, as a matter of record with the Company and one to be kept as a matter of record with You.

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Annexure I

Name:	Kritika Batra	
Designation:	Business Development Executive	
Department:	Sales	
Location:	Hyderabad	
Components	**Monthly**	**Annual**
	Amount in Indian Rupees	
Basic	13,689	1,64,265
HRA	5,749	68,992
FEP	19,165	2,29,975
Sub Total (A) -	**38,603**	**4,63,232**
Other Benefits	Amount in Indian Rupees	
Provident Fund(employer contribution)	1,643	19,712
***Insurance**	600	7,200
***Performance Bonus**	-	-
****Gratuity**	821	9,856
Sub Total (B)	**3,064**	**36,768**
-		
Total	**41,667**	**5,00,000**

** Insurance covers Personal Accident, Group Life and Hospitalization.*

***As per gratuity laws*

****You would be eligible for Performance Bonus based on your performance vis-à-vis the objectives/tasks assigned to you, the performance of your group/function and the organization's performance.*

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Annexure II

Monthly Salary Breakdown Before TDS:

Earnings			Deductions	
Basic Salary	13,689		P.F.	1643
HRA	5,749		P.T.	200
FEP	19,165		*TDS	
			LOP	0
			Others	0
Total	38602.67		Total	1843
		Net Pay		36760

**TDS will be applicable as per the rules*

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters

Vyshali Ringu <vyshali.ringu@acuvate.com> Wed, Jul 28, 2021 at 12:59 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Sir,

As discussed, please find attached the offer letters of the students who got placed in Acuvate.

acuvate ... where Acumen drives Innovation	Vyshali Ringu HR Executive 9642060093 www.acuvate.com Empower..Encourage..Celebrate

Disclaimer : This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed to and may contain information that is confidential. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. Acuvate does not accept any liability for loss or damage caused by this email and may monitor email traffic.

4 attachments

- **Acuvate Offer Letter_ Harsh Trivedi.pdf**
  804K
- **Acuvate Offer Letter_ Siddharth Agarwal.pdf**
  805K
- **Acuvate Offer Letter_ Kritika Batra.pdf**
  800K
- **Acuvate Offer Letter_ Jayesh Kajaria.pdf**
  806K

Our mission is to ***"Partner with our customers to deliver innovative and cost effective solutions and create Excellence by providing Opportunities to people through well-defined Processes and progressive Learning in an Exuberant environment."***

When you put them all together, you get the word **'PEOPLE'**. We live and we work by these principles which are the very foundation of our company and the basis of our rapid growth.

Acuvate Software is a leading global provider of innovative business solutions, consulting, and outsourcing services. We help our customers in their digital transformation journey by collaborating with their teams across the globe. We currently have out offices and operations in India , London, Amsterdam, New York and Dubai.

We at Acuvate offer a wide spectrum of services that help customers improve their business efficiency through Artificial Intelligence, Business Process Innovation, Business Intelligence, Portals and Collaboration Management Solutions, Application Development and Infrastructure Support. Acuvate offers a rich value proposition to its clients by using the right technology in the right way. Our industry focused solutions provide organizations with intelligence for their digital transformation. We embrace this journey, striving to remain the trusted partner that delivers digital empowerment to our clients worldwide

Acuvate seeks to employ people with skill, integrity and enthusiasm, and to provide them with the means to develop professionally, without any form of discrimination, and in accordance with applicable national, state or local law.

At Acuvate, we believe that our success as a professional services organization requires that we maintain a rich diversity of people able to render services with exceptional quality, excellence and commitment.

We emphasize on achieving Higher Productivity, Rich Customer Experience and Enhanced Employee Satisfaction through our focused efforts. Our accolades and success stories are available on www.acuvate.com.

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Our Offerings

AWARDS:

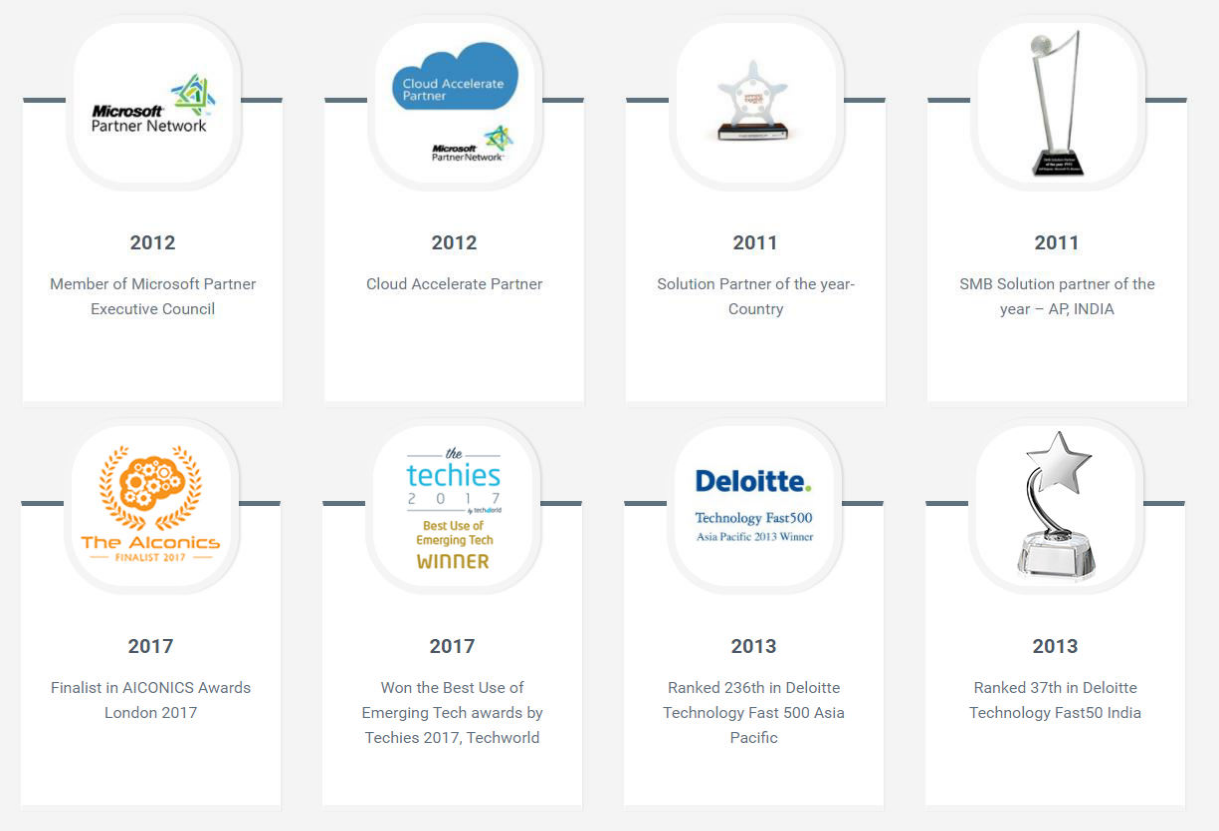

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CLIENTS :

Benefits :

1) **Compensation and benefits**
   a. Insurance
   b. Earned leaves
      i. - Maternity/Paternity
   c. Public Holidays as per industry norms.
2) **Trainings Programs and initiatives**
   a. Technical Trainings to keep you posted with the industry trends
   b. Behavioural Training to develop your personality as a professional
   c. Leadership Training to build leaders.
3) **Rewards and recognition.**
   a. Monthly reward program that fosters discretionary effort
   b. SPOT Awards
   c. Most coveted award is our 'Employee of the quarter'
   d. Business Impact Award
   e. Customer appreciations, etc
4) **Operating values**

   a. Delighting customers.
   b. Building talent capability.
   c. CSR
   d. Fun@work Acuvate premier league and the annual day outing.
   e. Agility

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EMPLOYMENT AGREEMENT CLAUSES

1. The Company Employs You, **Siddharth Agarwal** as a **"Business Development Executive"** and

   You accept employment with the Company on the terms and conditions set forth in this Employment Agreement (the "Agreement")

I EMPLOYMENT TERMS AND DUTIES

1. Your Employment shall begin on **15th February 2021** and shall end on the date of termination pursuant to Section VI of this Agreement.

2. During your employment with the Company, You will devote your entire and undivided business time (9 hours), attention, effort, skill, care and energy to the business of the Company. You shall perform your duties faithfully, intelligently, to the best of your ability, and in the best interest of the Company.

3. Your reporting manager shall from time to time explain you your objectives and responsibilities and other details of your employment. You will accept and shall abide by all lawful and reasonable instructions issued by any of your superiors. You shall perform your duties at such place or places, as the Company shall reasonably designate. Your performance will be measured from time to time and will be awarded as per the existing appraisal process.

4. In performing such duties, You shall be subject to the direction and control of your immediate Seniors and the Board of Directors and CEO of the Company.

5. The employment relationship shall also be governed by the general employment policies and practices of the Company, rules framed from time to time and contained in the employee manual, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall prevail. You will also be bound by the Rules, Regulations and office orders in force and framed by the Company from time to time in relation to your service conditions, which will form part of your terms of employment.

6. We work five days a week, Monday through Friday. The Company will have its normal business hours from 10:00 hrs to 19:00 hrs with a lunch break. Since we cater to global clients that may operate on a 24 x 7 basis, You may be required to work at non-standard hours; your work timing would be intimated by your manager. You shall provide details regarding the utilization of your time by entering the same into timesheets or as prescribed by your manager of HR.

II COMPENSATION AND BENEFITS

You will be entitled to remuneration of as mentioned in "Annexure I" in accordance with

Company's customary payroll procedures. The job title, duties and compensation may be adjusted from time to time as the Company may determine, in its sole discretion.

i. Bonus is paid annually and the payout is a determined based on individual and the organizations performance.
ii. PF contribution and gratuity will be paid as per the existing statutory norms.
iii. Sales incentive /Commission in based on KRA achievement.You will have a Sales target every quarter , based on achievement incentive will be processed quarterly.
iv.

III PROBATION

1. Your appointment will be on probation for a period of 6 months (Six Months) [hereinafter called the **"Probation Period"**]. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the probation period will be deemed to have been extended until the company advising you of confirmation in your appointment or notifying you otherwise.

2. The Company may terminate your employment by a written notice at any time during or at the end of the probation period without assigning any reason for such termination.

3. The company and You agree to a mutual notice period of 15 days while on probation.

4. The company follows a confirmation process that measures skill and ability. Upon satisfactory performance, if the employee meets expectations (3 rating) it is a deemed as a confirmed full time employment.

V PROTECTION OF CONFIDENTIAL INFORMATION

1. **You are required to sign a separate Confidentiality / Non Disclosure Agreement as a condition of employment.**

   i. You will not at any time use or disclose to anyone other than authorized officers of the Company, information or knowledge relating to the Company's business or any Company proprietary information, technical data, trade secrets or know- how, including but not limited to research, product plans, products, services, customers name and customers identity, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, financial, administrative and or organization matters or any transaction or affairs of the Company, of confidential nature obtained by You while in the employment of the Company.

   ii. You shall also not disclose any such confidential information as mentioned above pertaining to the Company, which shall not be generally known to the public or recognized as standard practices and on leaving the Company, shall not take with yourself any charts, confidential data or materials belonging to the Company without its consent.

   iii. All records, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Company's operations, activities, or business, made or received by You during any period of employment with the Company are and shall be the property of the Company exclusively, and You shall surrender the same at the time of your resignation or termination of employment.

V ACTIVITIES OUTSIDE THE SCOPE OF EMPLOYMENT

Except with the prior written consent of the Company, You will not during the employment with the Company undertake or engage in any other employment, occupation or business enterprise. You may engage in civic and not-for-profit activities under intimation to the Company so long as such activities do not materially interfere with the performance of your duties hereunder.

1. Except as permitted under clause 2 below, You agree not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by You or You have means to know to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

2. During the term of your employment with the Company, except on behalf of the Company, You will not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by You or You have means to know, to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that anything above to the contrary notwithstanding, You may own, as a passive investor, securities of any competitor corporation, so long as your direct holdings (held by You and your relatives) in any such corporation / its subsidiaries / affiliates etc. shall not in the aggregate constitute more than 1% of the voting stock of such corporation. For the purposes of clarity, the corporations/its subsidiaries/affiliates etc. should not be any competitors of the company in any manner.

VI TERMINATION

1. You may terminate this employment by giving 90 days prior notice or salary in lieu thereof based upon mutual consent between You and the Company.

2. The Company shall have the right to terminate your employment with the Company at any time with a prior notice of 60 days.

3. Your employment may be terminated by the Company for cause pursuant to conducting a disciplinary procedure. The disciplinary proceedings will be conducted, including but not limited to on the occurrence of any one of the following events:

   i. If You willfully fail or refuse to comply, in a material manner, with the policies, standards, and regulations of the Company following written notice of breach and a reasonable opportunity to cure;

   ii. If you fail to perform the tasks given to you with the desired quality.

   iii. You engage in fraud, dishonesty, or any other act of misconduct in the performance of your duties on behalf of the Company;

   iv. You fail to perform any material provisions of this Agreement to be performed by You provided however, that if such breach can be cured, You will receive reasonable, written notice of breach and a reasonable opportunity to cure such breach;

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1. In the event of any dispute or difference in any way or manner arising out of, in relation to or in connection with this Agreement, the same shall be decided by arbitration in accordance with the Arbitration and Conciliation Act, 1996 The Arbitration proceedings shall be conducted in English language. The venue of the Arbitration shall be at Hyderabad.

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2. Notwithstanding the foregoing, the Company hereby notifies You that the provisions of this Section shall not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely by You in your own time, unless (1) the Invention relates to (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by You for the Company.

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   ii. any breach or non-compliance by You of any term of this Agreement; or
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Annexure I

Name:	Siddharth Agarwal	
Designation:	Business Development Executive	
Department:	Sales	
Location:	Hyderabad	
Components	**Monthly**	**Annual**
	Amount in Indian Rupees	
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			Others	0
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Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters

Vyshali Ringu <vyshali.ringu@acuvate.com> Wed, Jul 28, 2021 at 12:59 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Hi Sir,

As discussed, please find attached the offer letters of the students who got placed in Acuvate.

acuvate ... where Acumen drives Innovation	Vyshali Ringu HR Executive 9642060093 www.acuvate.com Empower..Encourage..Celebrate

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4 attachments

- **Acuvate Offer Letter_ Harsh Trivedi.pdf**
  804K
- **Acuvate Offer Letter_ Siddharth Agarwal.pdf**
  805K
- **Acuvate Offer Letter_ Kritika Batra.pdf**
  800K
- **Acuvate Offer Letter_ Jayesh Kajaria.pdf**
  806K

5th July 2021

To,

Ms. Sulagna Chakraborty,
Hyderabad

Subject: Appointment Letter

Dear Sulagna,

This refers to your discussion with Priya Sunder, Director and Shyam Sunder, Managing Director, PeakAlpha Investment Services Pvt. Ltd. at our office. We are pleased to inform you that you are being appointed as **Wealth Advisor** in our company.

This appointment is in accordance with the terms and conditions mentioned below as well as the attached "TERMS AND CONDITIONS OF EMPLOYMENT".

1 DATE OF APPOINTMENT:

Your date of appointment is effective from the date of joining but not later than **12th July 2021.**

The terms and conditions of this appointment letter are subject to satisfactory submission of documents requested and completion of the PeakAlpha background verification.

This is also conditional upon your being free from any contractual restrictions preventing you from accepting this offer or starting work on the date of joining.

2 SALARY:

The Company shall pay you an annual gross salary of **INR 5,00,030** (Rupees Five Lakhs and Thirty Rupees Only).

You will be on probation for a period, not limited to 6 (Six) months from the date of your joining. At PeakAlpha, we value and reward high performance. It is our expectation that during your employment, you will hold the organization and its values in high regard and meet the goals that are set for you. Your continued employment and terms of employment are contingent on exhibiting the same. The detailed salary break-up is attached as Annexure I.

We wish you the very best in your tenure with PeakAlpha.

For PeakAlpha Investment Services Pvt. Ltd.

Priya Sunder
(Director)

Please indicate your acceptance of the terms by signing and returning the duplicate copy hereof.

NAME: Ms Sulagna Chakraborty

SIGNATURE WITH DATE: _____

Confidentiality:

Matter related to the compensation are confidential information of the company. Any discussion or disclosure of your compensation with anybody other than your departmental head or HR will be considered as breach of agreement by you.

Your compensation package is unique to you and not for comparison with other employees of the company.

Annexure - I

Salary Break up *(in INR)*

Name	Sulagna Chakraborty
Designation	Wealth Advisor
Function	Sales
Location	Bangalore

		Fixed Compensation		Remarks
		P.M (INR)	*Annual (INR)*	
A - Salary		**12904**	**154848**	
	Basic Salary	12904	154848	
B - Allowances & Reimbursements (i to v)		**17808**	**213696**	
i)	Special Allowance	12646	151752	
ii)	HRA	5162	61944	@ 40% of basic
iii)	Meal Cards	0	0	@ INR 2600 per month
iv)	LTA		0	@ 1 month's basic salary
v)	Fuel Reimbursement	0	0	@ INR 3000 per month
C -Fixed Compensation (A+B)		**30712**	**368544**	
		Fixed Deductions		
D - Deductions (i+ii)		**1748**	**20976**	
i)	PF (Employee Contribution)	1548	18576	@ 12% of basic salary (or INR 1800, whichever is less)
ii)	Professional Tax	200	2400	
E - *Net Compensation (C-D)		**28964**	**347568**	
		Company's Fixed Contribution		
F - Retirals		**1548**	**18576**	
	PF (Co. Contribution)	1548	18576	@ 12% of basic salary (or INR 1800, whichever is less)
G - Company's Fixed Contribution (F)		**1548**	**18576**	
H - Gross Fixed Compensation (C+G)		**32260**	**387120**	
		Variable Compensation		
I - Variable Compensation (i+ii)		**-**	**112910**	
i)	Loyalty Bonus	-	16130.00	
ii)	Incentives	-	96780.00	
		Total Cost to Company		
J - Total Annual Cost to Company (H+I)			**500030**	

**Tax will be calculated and deducted at source as appropriate.

Other Entitlements:

a. Allowances & Reimbursements: You have the option of opting out of the following components at the beginning of the Financial Year. For this you must express your desire in writing as directed by the company in March every year.

i. Meal Cards
ii. LTA
iii. Fuel Reimbursement

b. Annual Bonus: You will be eligible for Annual bonus, if declared by the company, based on your performance. This will be over and above the compensation mentioned above.

TERMS AND CONDITIONS OF EMPLOYMENT

1 NOTICE PERIOD, TERMINATION and RESIGNATION

a) Notice period is determined by the role and / or the designation an employee holds at the time of resignation. The following notice periods are currently in force:
- For employees that perform an individual role – 1 month
- For employees who manage a team, regardless of team size – 2 months
- For all function / department heads and / or those who have a designation of Associate Vice President or above – 2 months

b) In the absence of any notice given or part notice given, then an employee is liable to pay for the shortfall in Notice period on a pro rata basis of gross salary.

c) PeakAlpha Investment Services empowers to forfeit the dues in case if an employee leaves the organization without a prior notice/intimation in writing.

d) Notice period may be waived in full or part or adjusted with the employee's casual leave balance based on the discretion of the management as per recommendation received from the HR Manager & HOD.

Further, PeakAlpha can terminate this employment by serving you either a notice commensurate with the notice period eligible for or equivalent salary in lieu of the notice, during the period of employment. However, termination following an initial performance review during or at the end of six months from the date of joining is exempt from this clause, and such termination shall take immediate effect.

Additionally, the company reserves the right to terminate your employment without notice if:

- You commit any material breach of any of your duties and responsibilities under this contract.

- Any particulars mentioned in your application are found false at any point of time or you are found to have willfully suppressed any material information.

- At any time in our opinion, which is final in this matter, you are consistently unable to achieve the performance targets set for you by the company, despite having received counseling on your performance and adequate opportunities to improve.

- At any time in our opinion, which is final in this matter, you are found guilty of dishonesty, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us as detrimental to the interests of the company.

- At any time, you are convicted by any criminal court, being involved in fraudulent acts, etc. or committing any act that PeakAlpha feels might bring disrepute to the organization, whether the act is related to PeakAlpha or not.

At the time of termination / resignation, you will immediately hand over to the company all correspondence, documentation, data, software etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

2 SALARY

All salaries will be paid by the 3rd of every month, except in cases where the 3rd falls on a public holiday or a Sunday. In such cases, salary is paid on the next working day post the day off. Incentives will be paid quarterly, in the payroll cycle immediately following the quarter close.

Salary will be reviewed on an annual basis as part of the annual appraisal cycle, depending on date of joining. In case joining is less than 6 months from the appraisal month, the appraisal will be done in the subsequent appraisal cycle and any change in salary will be pro-rated. Revisions depend on company and individual performance.

In addition to salary, you receive other benefits as applicable. PeakAlpha, in its sole discretion, is entitled to amend, vary, and modify such benefits that are offered, without prior notice.

3 EXPENSES

Your salary includes a conveyance allowance for expenses incurred for travel within the city where you are employed to carry out your duties. The company will meet any other reasonable expenses incurred in connection with your duties and these must be submitted on the 25th of every month in arrears to the company, supported by receipts, where applicable. You will be provided with a mobile SIM card for company related communication and associated charges will be paid directly by the company. You

will be liable to reimburse the company for any personal calls you make using this connection or any other phone provided to or accessible by you.

Reasonable business expenses such as accommodation during outstation travel will be reimbursed and should be reclaimed with valid receipts. All accommodation should be booked through the company where possible.

A daily allowance for outstation travel may be paid (variable depending on location and duration of stay, as per the prevailing company policy) to help with additional incidental costs.

4 TIMINGS

Your normal working hours will be from 9.00 AM to 6.00 PM on all weekdays, your working days are Monday to Saturday. The same may be amended based on organization needs. You will be expected to be flexible with your timings depending upon the company's requirements.

You are expected to be punctual in arriving at the office. Consistent late arrivals will be subject to the punctuality policies in force at the time. For further details, please refer to the office hours and leave policies.

5 CONFIDENTIAL INFORMATION

You shall not during the term of your employment or at any time thereafter divulge or disclose to any person whomsoever or make any use whatsoever, for your own purpose or for any purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company. You shall during the employment period also use your best endeavors to prevent any other person from doing so.

All proprietary information, including copies on paper, hard drive, disk, tape and other media, must be returned upon completion or termination or upon cessation of your employment.

"Confidential Information" means any of PeakAlpha's proprietary or confidential information, technical data, trade secrets or know-how, whether oral or written or in electronic format and whether marked confidential or not, including but not limited to

- research, business plans, products, product improvements, processes and process documents, services,
- all work produced by you whether during normal working hours or not,

- documentation, client lists, formulae, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries,
- any business information of PeakAlpha including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, and information regarding the business needs, strategies and technologies of present and prospective clients and internal company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property,
- and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not.

Confidential Information however shall not include knowledge, skills, or information which is common to the business of PeakAlpha, or which is generally known outside PeakAlpha.

6 CUSTOMER AND EMPLOYEE CONTACT

You shall not, without the company's prior written consent, during the term of your employment and for a period of 12 months from the date of termination of your employment:

1. directly or indirectly approach, canvass, solicit or endeavour to do business with any person, firm or company who or which were customers of PeakAlpha or any of its subsidiary or associated companies and with whom you have had substantive dealings during the last 12 months of your employment.
2. accept any proposal, whether direct or indirect, from any customers or customers' employees whereby you are to perform or to provide services in competition with PeakAlpha or any of its subsidiary or associated companies
3. endeavour to entice away from PeakAlpha or any of its subsidiary or associated companies any person who is employed or engaged by the company or any of its subsidiary or associated companies
4. counsel, procure or otherwise assist any person, firm or corporation to do any of the acts referred to above.

7 WARRANTY

You warrant that your joining PeakAlpha will not violate any agreement to which you are or have been a party. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with PeakAlpha. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

8 INDEMNIFICATION

You agree to indemnify PeakAlpha for any losses or damages sustained by PeakAlpha caused by or related to your breach of any of the provisions contained in this Terms of Employment.

9 OTHER INFORMATION

No alteration or variations of the terms of this agreement shall be valid unless made in writing. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka). This agreement shall remain current and in force, irrespective of whether you are under employment of PeakAlpha or not.

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Offer of Appointment (Wealth Advisor) - PeakAlpha Investment Services

SUBHAM DUTTA . <subham.dutta19@ibsindia.org> Wed, Jul 28, 2021 at 3:02 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Sulagna Chakraborty** <sulagna0810@gmail.com>
Date: Wed, Jul 28, 2021 at 3:02 PM
Subject: Fwd: Offer of Appointment (Wealth Advisor) - PeakAlpha Investment Services
To: SUBHAM DUTTA . <subham.dutta19@ibsindia.org>

---------- Forwarded message ---------
From: **Nazneen N** <Nazneen.n@peakalpha.com>
Date: Mon, 5 Jul, 2021, 6:04 pm
Subject: Offer of Appointment (Wealth Advisor) - PeakAlpha Investment Services
To: sulagna0810@gmail.com <sulagna0810@gmail.com>
Cc: Priya Sunder <priya.sunder@peakalpha.com>

Dear Ms Sulagna,

Congratulations on your new role as **Wealth Advisor** at PeakAlpha Investment Services. We are very excited to have you on board. Attached is your Offer Letter and the Terms and Conditions of employment.

Your Date of Joining is **12 July, 2021.** Please report at 10:00 AM.

We request you to email the following documents (scan copy):

- Passport size photograph
- ID proof (state issued ID such as driver's license, etc)
- Aadhaar Card
- PAN Card
- Address proof (lease agreement, phone or utility bill, etc)

- Passing / completion certificate of all your educational qualification right from 10th std to your highest degree, along with all the marksheets.

Please ensure that you send your formal acceptance by replying to this email by End of Day, July 6th, 2021.

For any questions or clarifications, you can reach me on this email id or call me on the number below.

We look forward to you joining our family and building a successful career with us.

Regards

Nazneen N.

HR Manager

Peak Alpha_Color

PeakAlpha Investment Services Pvt Ltd

India's Best Performing Individual Financial Advisor 2018 – UTI CNBC TV18

Independent Financial Distributor of the year 2018 – GOLD – Outlook Money Awards

Tarakki Champion IFA – South Metros 2017 – Wealth Forum

Refer a friend

'Kalpavriksh', # 13, Brunton Road Cross, Bangalore - 560025

: +91 99452 34307**(MOBILE)** **I** ✉: nazneen.n@peakalpha.com

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We would like to hear from you. If you have any feedback for us, please write to feedback@peakalpha.com. In case of any grievances, please write to complaints@peakalpha.com and we will get back to you. For any support related queries, please write to support@peakalpha.com.

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6 attachments

image001.png
9K

image002.jpg
28K

image004.jpg
1K

image003.jpg
4K

Sulagna Chakraborty-Offer Letter.pdf
230K

Terms and Conditions_New.pdf
86K

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Campus Recruitment #Business#

Megha Masurkar /HR/ICICILOMBARD/VASHI <megha.masurkar@icicilombard.com> Wed, Aug 18, 2021 at 8:03 PM
To: "praveench@ibsindia.org" <praveench@ibsindia.org>

Dear Sir,

Dear Praveen

The CTC for the below selected students will be 6.67 lpa (5.25 lpa fixed + 1.42 lpa variable)

Enrolment No.	Name	Gender	Contact No.	Email address
19BSPHH01C1667	Pawan Luthra	Male	9960489529	psluthra336@gmail.com
19BSPHH01C0817	Prateek Prasad Ray	Male	9778977772	prasadprateek96@gmail.com
19BSPHH01C1117	Shivam Agrawala	Male	7978390910	shuvamagrawall1996@gmail.com
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19BSPHH01C0674	Nandini Gureja	Female	9728453622	nandinigureja@gmail.com
19BSPHH01C1140	Shreya Jariwala	Female	9322393999	shreyarjariwala@gmail.com

Regards

Thanks & Regards,

Megha Masurkar

HR Team

ICICI Lombard GIC Ltd.

Ph.No: +91 7045096489

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19BSPHH01C1102	Shashank Gupta	Male	9810933369	shashankgupta981@gmail.com
19BSPHH01C1301	Tanuja Gupta	Female	7771077790	tanuja.gupta.tanuja@gmail.com
19BSPHH01C0674	Nandini Gureja	Female	9728453622	nandinigureja@gmail.com
19BSPHH01C1140	Shreya Jariwala	Female	9322393999	shreyarjariwala@gmail.com

Regards

Thanks & Regards,

Megha Masurkar

HR Team

ICICI Lombard GIC Ltd.

Ph.No: +91 7045096489

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IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Campus Recruitment #Business#

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To: "praveench@ibsindia.org" <praveench@ibsindia.org>

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Dear Praveen

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June 04, 2021

Offer Letter

Dear Adrija Chakraborty,

Further to your interview we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation you will be provided 'on the job' training.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services
- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research; however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its Customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Eminent Research & Advisory Services. Candidate also agrees that Eminent Research & Advisory Services. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 9.30 hours a day from Monday to Friday inclusive. However you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

This offer and your employment with Eminent Research & Advisory Services is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Eminent Research & Advisory Services holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Eminent Research & Advisory Services.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Adrija Chakraborty Signature: 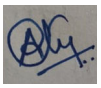

Date: 06/06/2021 Place: Kolkata

Annexure - A

Salary Structure:

You will be eligible to receive the following upon your appointment into the services.

Salary Structure for EMINENT-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
Medical Allowance	18,000	
Uniform Allowance	12,000	
Other Allowance	82,800	
Health Insurance Premium - Yearly		5,000
Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400

*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 10:44 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

PFA the Offer Letters of the remaining 6 students selected in our campus drive, these offers are on our vertical TMR and Eminent Research, kindly share the same with students and revert with their acceptance copy by coming week.

Sr.no	Name	offers on Vertical
1	Smriti Nagpal	Eminent Research
2	Sahil Agrawal	Eminent Research
3	Adrija Chakraborty	Eminent Research
4	Sabyasachi Bhar	Transparency Market Research
5	Amit Dwivedi	Transparency Market Research
6	Rishitha Redamalla	Transparency Market Research

[Quoted text hidden]

6 attachments

Smriti Nagpal-Offer Letter-Eminent.pdf
498K

Rishitha Redamalla-Offer Letter-TMR.pdf
545K

Amit Dwivedi-Offer Letter-TMR.pdf
545K

Sabyasachi Bhar-Offer Letter-TMR.pdf
545K

Adrija Chakraborty-Offer Letter-Eminent.pdf
498K

Sahil Agrawal-Offer Letter-Eminent.pdf
498K

June 04, 2021

Offer Letter

Dear Amit Dwivedi,

Further to your interview, we are pleased to offer you the position of **"Research Associate"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer, as per company policy you'll be eligible to receive the following upon your appointment into the services.

Salary Structure:

Salary Components	Monthly	Annually
Basic + Dearness Allowance	19000	228000
House Rent Allowance	7600	91200
Conveyance Allowance	2000	24000
Medical Allowance	1500	18000
Uniform Allowance	1000	12000
Other allowance	6900	82800
Gross Salary	38000	456000
Employee Contribution To Provident Fund	1800	21600
Professional Tax	200	2500
Contribution to Employee Welfare Fund	200	2400
Net Earnings	35800	429500
Health Insurance Premium - Yearly		5000
Employer Contribution To Provident Fund	1800	21600
Performance based incentives - Variable		40000
CTC		**522600**

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation, you will be provided 'on the job' training.

Service Agreement - In case the employee, for any reason, leaves the services of the company before the said period of 18 months (from date of conformation of your services), then he/she shall forthwith pay a sum of Rs.100,000/-(Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services
- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Research Manager; however you will also be interacting across teams on case to case basis.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However you may need to work longer hours or on other days if requirements of your work so dictate.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company.
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company.
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company.

- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company to anybody.

Changes to Your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Transparency Market Research Pvt. Ltd. Candidate also agrees that Transparency Market Research Pvt. Ltd. is not liable for any obligations that candidate may have with his/her previous employers.

Cancellation:

This offer and your employment with Transparency Market Research Pvt Ltd is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Transparency Market Research Pvt Ltd holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Transparency Market Research Pvt Ltd**.**

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Signature:

Date: Place:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 10:44 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

PFA the Offer Letters of the remaining 6 students selected in our campus drive, these offers are on our vertical TMR and Eminent Research, kindly share the same with students and revert with their acceptance copy by coming week.

Sr.no	Name	offers on Vertical
1	Smriti Nagpal	Eminent Research
2	Sahil Agrawal	Eminent Research
3	Adrija Chakraborty	Eminent Research
4	Sabyasachi Bhar	Transparency Market Research
5	Amit Dwivedi	Transparency Market Research
6	Rishitha Redamalla	Transparency Market Research

[Quoted text hidden]

6 attachments

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498K

Rishitha Redamalla-Offer Letter-TMR.pdf
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Amit Dwivedi-Offer Letter-TMR.pdf
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498K

Sahil Agrawal-Offer Letter-Eminent.pdf
498K

Future Market Insights
CIN-U74900PN2014PTC153166

June 04, 2021

Offer Letter

Dear Amarendra Mummaneni,

Further to your interview we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation, you will be provided 'on the job' training.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
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- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management - Handle project related client communication.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Future Market Insights Pvt. Ltd. Candidate also agrees that Future Market Insights Pvt. Ltd. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice.
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

This offer and your employment with Future Market Insights Pvt. Ltd. is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Future Market Insights Pvt. Ltd. holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Future Market Insights Pvt. Ltd.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research; however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its Customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Amarendra Mummaneni Signature: M. Amarendra.

Date: 07-06-2021 Place: Gannavaram.

Annexure - A

Salary Structure:
You will be eligible to receive the following upon your appointment into the services.

Salary Structure for FMI-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
Medical Allowance	18,000	
Uniform Allowance	12,000	
Other Allowance	82,800	
Health Insurance Premium - Yearly		5,000
Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400

*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 9:32 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

Greetings from Future Market Insights!!

As discussed, PFA the Offer Letters of the 6 students selected in our Campus drive, these offers are on our FMI and PMR vertical, kindly share the same with students and revert with their acceptance by coming week. We will be sharing the remaining 6 offers as well in sometime.

DOJ given – July 05, 2021.

Sr.no	Name	offer on Ver cal
1	Tulika Mathur	Future Market Insights
2	Amarendra Mummaneni	Future Market Insights
3	Nandita Patra	Future Market Insights
4	Nayan Shrivastava	Persistence Market Research
5	Priyank Chandraker	Persistence Market Research
6	Subham Ghosh	Persistence Market Research

Feel free to contact in case of any queries

Warm Regards,

Musaib Shaikh
Manager Human Resource
musaib@futuremarketinsights.com
8600030351 | +91-20-61300435
Future Market Insights, Persistence Market Research & Eminent Research and Advisory

6 attachments

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Nandita Patra-Offer Letter-FMI.pdf
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Nayan Shrivastava-Offer Letter-PMR.pdf
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Priyank Chandraker-Offer Letter-PMR.pdf
502K

Subham Ghosh-Offer Letter-PMR.pdf
502K

Tulika Mathur-Offer Letter-FMI.pdf
506K

June 04, 2021

Offer Letter

Dear Priyank Chandraker,

Further to your interview process we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following compensation upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company asks you to join in Pune".

Probation & Training Period:

As per our company policy, you will be on probation period of 3-6 months and then depending on your performance and review you will be confirmed as a full-time employee and will be taken to the next level of employment in our organization. While on probation you will be provided 'on the job' training.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development.
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services.
- Delivering high quality research and consulting reports.
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets.

- Generating business through active client and prospect development, networking and high quality proposal writing.
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research**;** however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company.
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company.
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company.
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody.
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company.
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company. Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment.
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company.
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Persistence Market Research Pvt. Ltd. Candidate also agrees that Persistence Market Research Pvt. Ltd. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice.
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise.
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time.

Cancellation:

This offer and your employment with Persistence Market Research Pvt. Ltd. is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Persistence Market Research Pvt. Ltd. holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Persistence Market Research Pvt. Ltd.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Priyank Chandraker Signature: Priyank

Date: 08/06/21 Place: Nagpur

Annexure - A

Salary Structure:
You will be eligible to receive the following upon your appointment into the services.

Salary Structure for PMR-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
Medical Allowance	18,000	
Uniform Allowance	12,000	
Other Allowance	82,800	
Health Insurance Premium - Yearly		5,000
Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400

*Performance based incentives will be paid after completion of 1 year post confirmation and will depend on individual as well as company performance.

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 9:32 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

Greetings from Future Market Insights!!

As discussed, PFA the Offer Letters of the 6 students selected in our Campus drive, these offers are on our FMI and PMR vertical, kindly share the same with students and revert with their acceptance by coming week. We will be sharing the remaining 6 offers as well in sometime.

DOJ given – July 05, 2021.

Sr.no	Name	offer on Ver cal
1	Tulika Mathur	Future Market Insights
2	Amarendra Mummaneni	Future Market Insights
3	Nandita Patra	Future Market Insights
4	Nayan Shrivastava	Persistence Market Research
5	Priyank Chandraker	Persistence Market Research
6	Subham Ghosh	Persistence Market Research

Feel free to contact in case of any queries

Warm Regards,

Musaib Shaikh
Manager Human Resource
musaib@futuremarketinsights.com
8600030351 | +91-20-61300435
Future Market Insights, Persistence Market Research & Eminent Research and Advisory

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Subham Ghosh-Offer Letter-PMR.pdf
502K

Tulika Mathur-Offer Letter-FMI.pdf
506K

June 04, 2021

Offer Letter

Dear Sahil Agrawal,

Further to your interview we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following upon your appointment into the services.
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Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation you will be provided 'on the job' training.

~~**Agreement:**~~

~~You will have to sign a service agreement with the company for 18 months post confirmation. For any reason, if you leave the services of the company before the period of 18 months from date of confirmation, then he/she shall forthwith pay a sum of Rs.100,000/- (Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee.~~

Duties and Responsibilities:

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- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its Customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Eminent Research & Advisory Services. Candidate also agrees that Eminent Research & Advisory Services. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 9.30 hours a day from Monday to Friday inclusive. However you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

This offer and your employment with Eminent Research & Advisory Services is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Eminent Research & Advisory Services holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Eminent Research & Advisory Services.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Sahil Agrawal Signature: S.M. Agrawal

Date: 8th June 2021 Place: Ahmedabad

Annexure - A

Salary Structure:

You will be eligible to receive the following upon your appointment into the services.

Salary Structure for EMINENT-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
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Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400

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IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 10:44 PM
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Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

PFA the Offer Letters of the remaining 6 students selected in our campus drive, these offers are on our vertical TMR and Eminent Research, kindly share the same with students and revert with their acceptance copy by coming week.

Sr.no	Name	offers on Vertical
1	Smriti Nagpal	Eminent Research
2	Sahil Agrawal	Eminent Research
3	Adrija Chakraborty	Eminent Research
4	Sabyasachi Bhar	Transparency Market Research
5	Amit Dwivedi	Transparency Market Research
6	Rishitha Redamalla	Transparency Market Research

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Adrija Chakraborty-Offer Letter-Eminent.pdf
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Sahil Agrawal-Offer Letter-Eminent.pdf
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June 04, 2021

Offer Letter

Dear Smriti Nagpal,

Further to your interview we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation you will be provided 'on the job' training.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services
- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research; however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its Customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Eminent Research & Advisory Services. Candidate also agrees that Eminent Research & Advisory Services. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 9.30 hours a day from Monday to Friday inclusive. However you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

This offer and your employment with Eminent Research & Advisory Services is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Eminent Research & Advisory Services holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Eminent Research & Advisory Services.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Smriti Nagpal Signature:

Date: 6th June 2021 Place: Delhi

Annexure - A

Salary Structure:

You will be eligible to receive the following upon your appointment into the services.

Salary Structure for EMINENT-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
Medical Allowance	18,000	
Uniform Allowance	12,000	
Other Allowance	82,800	
Health Insurance Premium - Yearly		5,000
Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400

*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 10:44 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

PFA the Offer Letters of the remaining 6 students selected in our campus drive, these offers are on our vertical TMR and Eminent Research, kindly share the same with students and revert with their acceptance copy by coming week.

Sr.no	Name	offers on Vertical
1	Smriti Nagpal	Eminent Research
2	Sahil Agrawal	Eminent Research
3	Adrija Chakraborty	Eminent Research
4	Sabyasachi Bhar	Transparency Market Research
5	Amit Dwivedi	Transparency Market Research
6	Rishitha Redamalla	Transparency Market Research

[Quoted text hidden]

6 attachments

Smriti Nagpal-Offer Letter-Eminent.pdf
498K

Rishitha Redamalla-Offer Letter-TMR.pdf
545K

Amit Dwivedi-Offer Letter-TMR.pdf
545K

Sabyasachi Bhar-Offer Letter-TMR.pdf
545K

Adrija Chakraborty-Offer Letter-Eminent.pdf
498K

Sahil Agrawal-Offer Letter-Eminent.pdf
498K

June 04, 2021

Offer Letter

Dear Subham Ghosh,

Further to your interview process we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following compensation upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

As per our company policy, you will be on probation period of 3-6 months and then depending on your performance and review you will be confirmed as a full-time employee and will be taken to the next level of employment in our organization. While on probation you will be provided 'on the job' training.

~~Agreement~~:

~~You will have to sign a service agreement with the company for 18 months. For any reason, if you leave the services of the company before the period of 18 months from date of joining, then he/she shall forthwith pay a sum of Rs.100,000/- (Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee.~~

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development.
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services.
- Delivering high quality research and consulting reports.
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets.

- Generating business through active client and prospect development, networking and high quality proposal writing.
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research**;** however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company.
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company.
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company.
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody.
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company.
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company. Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment.
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company.
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Persistence Market Research Pvt. Ltd. Candidate also agrees that Persistence Market Research Pvt. Ltd. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice.
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise.
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time.

Cancellation:

This offer and your employment with Persistence Market Research Pvt. Ltd. is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Persistence Market Research Pvt. Ltd. holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Persistence Market Research Pvt. Ltd.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Subham Ghosh Signature: Subham Ghosh

Date: 06-06-2021 Place: Sambalpur

Annexure - A

Salary Structure:

You will be eligible to receive the following upon your appointment into the services.

Salary Structure for PMR-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
Medical Allowance	18,000	
Uniform Allowance	12,000	
Other Allowance	82,800	
Health Insurance Premium - Yearly		5,000
Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400

*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 9:32 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

Greetings from Future Market Insights!!

As discussed, PFA the Offer Letters of the 6 students selected in our Campus drive, these offers are on our FMI and PMR vertical, kindly share the same with students and revert with their acceptance by coming week. We will be sharing the remaining 6 offers as well in sometime.

DOJ given – July 05, 2021.

Sr.no	Name	offer on Ver cal
1	Tulika Mathur	Future Market Insights
2	Amarendra Mummaneni	Future Market Insights
3	Nandita Patra	Future Market Insights
4	Nayan Shrivastava	Persistence Market Research
5	Priyank Chandraker	Persistence Market Research
6	Subham Ghosh	Persistence Market Research

Feel free to contact in case of any queries

Warm Regards,

Musaib Shaikh
Manager Human Resource
musaib@futuremarketinsights.com
8600030351 | +91-20-61300435
Future Market Insights, Persistence Market Research & Eminent Research and Advisory

6 attachments

Amarendra Mummaneni-Offer Letter-FMI.pdf
506K

Nandita Patra-Offer Letter-FMI.pdf
506K

Nayan Shrivastava-Offer Letter-PMR.pdf
502K

Priyank Chandraker-Offer Letter-PMR.pdf
502K

Subham Ghosh-Offer Letter-PMR.pdf
502K

Tulika Mathur-Offer Letter-FMI.pdf
506K

Future Market Insights
CIN-U74900PN2014PTC153166

June 04, 2021

Offer Letter

Dear Tulika Mathur,

Further to your interview we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

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~~**Agreement:**~~

~~You will have to sign a service agreement with the company for 18 months post confirmation. For any reason, if you leave the services of the company before the period of 18 months from date of confirmation, then he/she shall forthwith pay a sum of Rs.100,000/- (Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee~~.

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- Client Management - Handle project related client communication.

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- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Future Market Insights Pvt. Ltd. Candidate also agrees that Future Market Insights Pvt. Ltd. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice.
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- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

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Future Market Insights Pvt. Ltd. holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Future Market Insights Pvt. Ltd.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Tulika Mathur Signature: 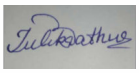

Date: 5th June 2021 Place: Gurugram, Haryana

Annexure - A

Salary Structure:
You will be eligible to receive the following upon your appointment into the services.

Salary Structure for FMI-2021		
Particular	**Amount (INR)**	**Amount (INR)**
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Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
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Medical Allowance	18,000	
Uniform Allowance	12,000	
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Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400
*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 9:32 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

Greetings from Future Market Insights!!

As discussed, PFA the Offer Letters of the 6 students selected in our Campus drive, these offers are on our FMI and PMR vertical, kindly share the same with students and revert with their acceptance by coming week. We will be sharing the remaining 6 offers as well in sometime.

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Sr.no	Name	offer on Ver cal
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2	Amarendra Mummaneni	Future Market Insights
3	Nandita Patra	Future Market Insights
4	Nayan Shrivastava	Persistence Market Research
5	Priyank Chandraker	Persistence Market Research
6	Subham Ghosh	Persistence Market Research

Feel free to contact in case of any queries

Warm Regards,

Musaib Shaikh
Manager Human Resource
musaib@futuremarketinsights.com
8600030351 | +91-20-61300435
Future Market Insights, Persistence Market Research & Eminent Research and Advisory

6 attachments

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506K

Nandita Patra-Offer Letter-FMI.pdf
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502K

Priyank Chandraker-Offer Letter-PMR.pdf
502K

Subham Ghosh-Offer Letter-PMR.pdf
502K

Tulika Mathur-Offer Letter-FMI.pdf
506K

June 04, 2021

Offer Letter

Dear Rishitha Redamalla,

Further to your interview, we are pleased to offer you the position of **"Research Associate"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer, as per company policy you'll be eligible to receive the following upon your appointment into the services.

Salary Structure:

Salary Components	Monthly	Annually
Basic + Dearness Allowance	19000	228000
House Rent Allowance	7600	91200
Conveyance Allowance	2000	24000
Medical Allowance	1500	18000
Uniform Allowance	1000	12000
Other allowance	6900	82800
Gross Salary	38000	456000
Employee Contribution To Provident Fund	1800	21600
Professional Tax	200	2500
Contribution to Employee Welfare Fund	200	2400
Net Earnings	35800	429500
Health Insurance Premium - Yearly		5000
Employer Contribution To Provident Fund	1800	21600
Performance based incentives - Variable		40000
CTC		**522600**

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation, you will be provided 'on the job' training.

Service Agreement - In case the employee, for any reason, leaves the services of the company before the said period of 18 months (from date of conformation of your services), then he/she shall forthwith pay a sum of Rs.100,000/-(Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
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- During the period of your association with the company, you are not liable to disclose any content/data/information about the company.
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company.
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company.

- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company to anybody.

Changes to Your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Transparency Market Research Pvt. Ltd. Candidate also agrees that Transparency Market Research Pvt. Ltd. is not liable for any obligations that candidate may have with his/her previous employers.

Cancellation:

This offer and your employment with Transparency Market Research Pvt Ltd is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Transparency Market Research Pvt Ltd holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Transparency Market Research Pvt Ltd**.**

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Signature:

Date: Place:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 10:44 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

PFA the Offer Letters of the remaining 6 students selected in our campus drive, these offers are on our vertical TMR and Eminent Research, kindly share the same with students and revert with their acceptance copy by coming week.

Sr.no	Name	offers on Vertical
1	Smriti Nagpal	Eminent Research
2	Sahil Agrawal	Eminent Research
3	Adrija Chakraborty	Eminent Research
4	Sabyasachi Bhar	Transparency Market Research
5	Amit Dwivedi	Transparency Market Research
6	Rishitha Redamalla	Transparency Market Research

[Quoted text hidden]

6 attachments

Smriti Nagpal-Offer Letter-Eminent.pdf
498K

Rishitha Redamalla-Offer Letter-TMR.pdf
545K

Amit Dwivedi-Offer Letter-TMR.pdf
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Sabyasachi Bhar-Offer Letter-TMR.pdf
545K

Adrija Chakraborty-Offer Letter-Eminent.pdf
498K

Sahil Agrawal-Offer Letter-Eminent.pdf
498K

June 04, 2021

Offer Letter

Dear Sabyasachi Bhar,

Further to your interview, we are pleased to offer you the position of **"Research Associate"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer, as per company policy you'll be eligible to receive the following upon your appointment into the services.

Salary Structure:

Salary Components	Monthly	Annually
Basic + Dearness Allowance	19000	228000
House Rent Allowance	7600	91200
Conveyance Allowance	2000	24000
Medical Allowance	1500	18000
Uniform Allowance	1000	12000
Other allowance	6900	82800
Gross Salary	38000	456000
Employee Contribution To Provident Fund	1800	21600
Professional Tax	200	2500
Contribution to Employee Welfare Fund	200	2400
Net Earnings	35800	429500
Health Insurance Premium - Yearly		5000
Employer Contribution To Provident Fund	1800	21600
Performance based incentives - Variable		40000
CTC		**522600**

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation, you will be provided 'on the job' training.

Service Agreement - In case the employee, for any reason, leaves the services of the company before the said period of 18 months (from date of conformation of your services), then he/she shall forthwith pay a sum of Rs.100,000/-(Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services
- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Research Manager; however you will also be interacting across teams on case to case basis.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However you may need to work longer hours or on other days if requirements of your work so dictate.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company.
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company.
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company.

- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company to anybody.

Changes to Your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Transparency Market Research Pvt. Ltd. Candidate also agrees that Transparency Market Research Pvt. Ltd. is not liable for any obligations that candidate may have with his/her previous employers.

Cancellation:

This offer and your employment with Transparency Market Research Pvt Ltd is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Transparency Market Research Pvt Ltd holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Transparency Market Research Pvt Ltd**.**

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Signature:

Date: Place:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 10:44 PM
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Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

PFA the Offer Letters of the remaining 6 students selected in our campus drive, these offers are on our vertical TMR and Eminent Research, kindly share the same with students and revert with their acceptance copy by coming week.

Sr.no	Name	offers on Vertical
1	Smriti Nagpal	Eminent Research
2	Sahil Agrawal	Eminent Research
3	Adrija Chakraborty	Eminent Research
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Adrija Chakraborty-Offer Letter-Eminent.pdf
498K

Sahil Agrawal-Offer Letter-Eminent.pdf
498K

June 04, 2021

Offer Letter

Dear Nayan Shrivastava,

Further to your interview process we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following compensation upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

As per our company policy, you will be on probation period of 3-6 months and then depending on your performance and review you will be confirmed as a full-time employee and will be taken to the next level of employment in our organization. While on probation you will be provided 'on the job' training.

[redacted]

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development.
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services.
- Delivering high quality research and consulting reports.
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets.

- Generating business through active client and prospect development, networking and high quality proposal writing.
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research**;** however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company.
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company.
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company.
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody.
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company.
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company. Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment.
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company.
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Persistence Market Research Pvt. Ltd. Candidate also agrees that Persistence Market Research Pvt. Ltd. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice.
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise.
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time.

Cancellation:

This offer and your employment with Persistence Market Research Pvt. Ltd. is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Persistence Market Research Pvt. Ltd. holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Persistence Market Research Pvt. Ltd.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: Nayan Shrivastava Signature: Shrivastava

Date: 6th June 2021 Place: Jabalpur

Annexure - A

Salary Structure:
You will be eligible to receive the following upon your appointment into the services.

Salary Structure for PMR-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
Conveyance Allowance	24,000	
Medical Allowance	18,000	
Uniform Allowance	12,000	
Other Allowance	82,800	
Health Insurance Premium - Yearly		5,000
Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400
*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

Raj Kishore Nayak <rajkishore@ibsindia.org>

Offer Letters- campus drive IBS Hyderabad 2021

Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 9:32 PM
To: "SUBHAM DUTTA ." <subham.dutta19@ibsindia.org>
Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

Greetings from Future Market Insights!!

As discussed, PFA the Offer Letters of the 6 students selected in our Campus drive, these offers are on our FMI and PMR vertical, kindly share the same with students and revert with their acceptance by coming week. We will be sharing the remaining 6 offers as well in sometime.

DOJ given – July 05, 2021.

Sr.no	Name	offer on Ver cal
1	Tulika Mathur	Future Market Insights
2	Amarendra Mummaneni	Future Market Insights
3	Nandita Patra	Future Market Insights
4	Nayan Shrivastava	Persistence Market Research
5	Priyank Chandraker	Persistence Market Research
6	Subham Ghosh	Persistence Market Research

Feel free to contact in case of any queries

Warm Regards,

Musaib Shaikh
Manager Human Resource
musaib@futuremarketinsights.com
8600030351 | +91-20-61300435
Future Market Insights, Persistence Market Research & Eminent Research and Advisory

6 attachments

Amarendra Mummaneni-Offer Letter-FMI.pdf
506K

Nandita Patra-Offer Letter-FMI.pdf
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Nayan Shrivastava-Offer Letter-PMR.pdf
502K

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Subham Ghosh-Offer Letter-PMR.pdf
502K

Tulika Mathur-Offer Letter-FMI.pdf
506K

Future Market Insights
CIN-U74900PN2014PTC153166

June 04, 2021

Offer Letter

Dear Nandita Patra,

Further to your interview we are pleased to offer you the position of **"Associate Consultant Level-1"** in our organization. You are requested to join duties with effect from **July 05, 2021** at our Pune office for this offer to be valid.

Should you accept this job offer as per company policy you'll be eligible to receive the following upon your appointment into the services.
Kindly refer Annexure-A mentioned on the last page. "You should be available to report to work from Pune office premises whenever company ask you to join in Pune".

Probation & Training Period:

As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation, you will be provided 'on the job' training.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services
- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management - Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager - Research; however you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its Customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company
- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining Future Market Insights Pvt. Ltd. Candidate also agrees that Future Market Insights Pvt. Ltd. Is not liable for any obligations that candidate may have with his/her previous employers.

Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted one year post confirmation.

Miscellaneous:

- If, at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice.
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other work, profession or employment, either honorary or otherwise
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

This offer and your employment with Future Market Insights Pvt. Ltd. is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

Future Market Insights Pvt. Ltd. holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We express our wholehearted warm wishes towards beginning your career with us and welcome you to Future Market Insights Pvt. Ltd.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

Name: NANDITA PATRA Signature: Nandita Patra

Date: 07/06/2021 Place: Haldia, WB

Annexure - A

Salary Structure:
You will be eligible to receive the following upon your appointment into the services.

Salary Structure for FMI-2021		
Particular	**Amount (INR)**	**Amount (INR)**
Basic Salary (Excluding Employee Contribution to PF)	2,06,400	
Employee's Contribution to Provident fund	21,600	
Total Salary		2,28,000
Others		2,28,000
House Rent Allowance	91,200	
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Medical Allowance	18,000	
Uniform Allowance	12,000	
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Employer Contribution To Provident Fund		21,600
Performance based incentives		40,000
Total Cost to the Company		**5,22,600**

*Contribution towards Employee Welfare Fund yearly INR 2400
*Performance based incentives will be paid after completion of 1 year post confirmation and will depends on individual as well as company performance.

Raj Kishore Nayak <rajkishore@ibsindia.org>

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Musaib Shaikh <musaib@futuremarketinsights.com> Fri, Jun 4, 2021 at 9:32 PM
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Cc: Sudip Saha FMI <sudip@futuremarketinsights.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>

Dear Subham,

Greetings from Future Market Insights!!

As discussed, PFA the Offer Letters of the 6 students selected in our Campus drive, these offers are on our FMI and PMR vertical, kindly share the same with students and revert with their acceptance by coming week. We will be sharing the remaining 6 offers as well in sometime.

DOJ given – July 05, 2021.

Sr.no	Name	offer on Ver cal
1	Tulika Mathur	Future Market Insights
2	Amarendra Mummaneni	Future Market Insights
3	Nandita Patra	Future Market Insights
4	Nayan Shrivastava	Persistence Market Research
5	Priyank Chandraker	Persistence Market Research
6	Subham Ghosh	Persistence Market Research

Feel free to contact in case of any queries

Warm Regards,

Musaib Shaikh
Manager Human Resource
musaib@futuremarketinsights.com
8600030351 | +91-20-61300435
Future Market Insights, Persistence Market Research & Eminent Research and Advisory

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Subham Ghosh-Offer Letter-PMR.pdf
502K

Tulika Mathur-Offer Letter-FMI.pdf
506K

16-Mar-2021

Malaika Rajpal
162 Rajeev Nagar, Kudi Road, Basni Phase 1, Jodhpur, Jodhpur - 342005

Dear **Malaika**,

On behalf of **KPMG Global Services Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate Consultant** in **Advisory** with the Company. You will be part of the **DA Core-TS-FA/FDD team.**

You shall be based in **Gurgaon** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the

merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to

your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the

information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the

Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in

terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate

injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any

form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **19-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Services Private Limited**

Indrani Ghoshal
Director-Human Resources

I am pleased to accept the offer contained above.

Malaika Rajpal

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

‘Member of the Firm’ - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Malaika Rajpal
Associate Consultant
Gurgaon

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	29167	350000
Flexible Compensation (b)	25667	308000
Employer Contribution to Provident Fund (c)	3500	42000
Total Cost to Company (a+b+c)	**58334**	**700000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate Consultant
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate Consultant
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Associate Consultant
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate Consultant
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate Consultant
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate Consultant
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate Consultant
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	

		Associate Consultant
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate Consultant
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate Consultant
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C13	**Flight Upgrade**	**X**
	-	

EvokeTechnologies™

B0 & B2, Mariner Block, The V-Ascendas IT Park,
Plot #17, Software Units Layout,
Madhapur, Hyderabad – 500 081, India
Tel No : +91 – 40 6650 9000, 6675 8336
Fax No : +91 40 4262 7296
E-mail : info@evoketechnologies.com

Date: August 18, 2021

Mr. Abhishek Kaushik ,
271N, Sector 42,
Gurugram,
Haryana - 122002.

Sub: Letter of Offer of Employment

Dear Abhishek,

Further to the interview and discussions you had with us, we are pleased to offer you the position of **Trainee – Sales Research Associate** with Evoke Technologies Private Limited.

Your annualized Total Compensation (TC) will be **Rs. 5, 50, 000 (Five Lakhs Fifty Thousand Rupees Only)** which shall be inclusive of all benefits.

You are required to join the Company and shall report at our office on or before **19th Aug 2021.** You shall be provided with the Appointment Letter and details of your salary structure on the day of your joining. Your employment shall be governed by the terms and conditions of the letter of appointment and such other terms and conditions, policies as may be notified to you from time to time during your employment.

You warrant and represent to the Company that you are free from any contractual restrictions or obligation, whatsoever, restricting you from accepting this offer or commencing your employment on the date of joining.

You undertake that you shall devote all work efforts exclusively to the Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of the Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the Board of Directors or supervisory board of other enterprises shall be subject to the Company's prior written consent. Any publications and lectures by you on topics relating to the Company's business or interests shall be subject to the Company's prior written consent.

You will not take up any other work for remuneration (part time or otherwise) or work on advisory or in any other capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the company, without the prior written consent from the company.

This offer is contingent upon you showing all original documents supporting your education and work experience and your appointment shall be subject to the satisfactory verification of your original testimonials and certificates submitted by you at the time of joining. If at any point of time during your employment, it appears or becomes known to the Company that you have concealed or suppressed or misrepresented any fact or necessary information or that you have submitted to the Company, documents which you reasonably believe to be forged or non – genuine, the Company may take any action as it deems fit in its sole discretion, including immediate termination of your employment and bar you from subsequent employment opportunities with the Company.

EvokeTechnologies™

B0 & B2, Mariner Block, The V-Ascendas IT Park,
Plot #17, Software Units Layout,
Madhapur, Hyderabad – 500 081, India
Tel No : +91 – 40 6650 9000, 6675 8336
Fax No : +91 40 4262 7296
E-mail : info@evoketechnologies.com

Please bring the following along with the originals for verification on the day of your joining:

1. Recent Passport size photographs (4 copies)
2. Educational Certificate(s) Copies (SSC / Intermediate / Graduation / PG)
3. Copy of Offer and Relieving letter from all previous employers
4. Last 3 months Salary Slips
5. Form 16
6. Copy of PAN card (Mandatory)
7. Identity Proof - Valid passport/ Driver's license/ PAN card/ Voter's ID card or Ration card
8. Proof of Address- Passport/Aadhar-Card/Electricity Bill/ Telephone Bill/Ration Card

Your employment with us also requires you to sign a Non-disclosure, Non-competition and Non-Solicitation Agreement and provide an undertaking for abiding by the Company IT Policy under the Technical Management Programme (s) (TMP) of the Company and enter into such other agreements, from time to time, as may be required by the Company. Please note that the TMP is subject to revision(s) from time to time and all amendments or revisions made therein shall be binding on you. By accepting this offer, you further agree that you shall adhere to and abide by the rules and regulations of the Company, as amended from time to time, as may be applicable to you.

This offer shall be accepted within 3 working days of the receipt and would be deemed void with immediate effect if you do not report at our office on the date and time mentioned above.

This offer letter shall be treated by you in the strictest confidence and shall not be circulated to any third party, or person, company, institution etc. for any purpose whatsoever.

We are excited at the possibility of having you as a part of our team and hope that you share our enthusiasm. Please confirm your acceptance of the above terms and conditions by signing and returning to us a copy of this offer letter.

Please feel free to get in touch, with the undersigned, for any questions or assistance that you may need.

With Best Wishes

Ramesh Mantana
"Vice President – Human Resources & Operations"

ACCEPTANCE

I have read and understood the terms and conditions contained in this letter and I hereby accept the terms of the offer and undertake to abide by the rules and regulations of the Company.

Signature:
Name:
Date:

upGrad

18-08-2021

Dear ANUKRITI,

Congratulations! It is our pleasure to offer you the position of **Admissions Counselor - Inside Sales** at Grade **G1** with **upGrad Education Private Limited.**

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE)**.

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement.
2. You will be based at our **Noida, Uttar Pradesh, India** Office.
3. The standard work days would be for 6 days in a week on a rotational basis. Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company's requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work.
4. **Compensation:**

   a. **Fixed** component of CTC will be **INR 4,00,000**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).

   b. Over and above the fixed Compensation, you shall be eligible for performance-based incentive up to **INR 400000** per annum on achieving specific targets, which will be paid as per the "Sales Incentive Plan". You may be eligible for additional incentives subject to your out-performance which is confirmed by the Company. The details of the Sales Incentive plan will be available on the common folder shared by HR. The actual payout of the incentive may vary depending on a number of factors, including but not limited to Company and/or individual performance, management discretion and the terms and conditions of the applicable Sales Incentive plan.

5. You are expected to join us on **23-08-2021.**
6. You will be on a probationary review during the first three (3) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.

upGrad Education Private Limited
Nishuvi Ground Floor- 75, Dr. Annie Besant Road, Worli, Mumbai – 400018
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

upGrad

7. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
8. This Offer is subject to Successful background verification.

Please confirm acceptance of the appointment letter by signing and returning a copy. We would like to take this opportunity to welcome you to the **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For UPGRAD EDUCATION PVT. LTD.

Preeti Kaul

President - Human Resources

ACCEPTED AND AGREED:

ANUKRITI PAREEK

(Signature)

upGrad Education Private Limited
Nishuvi Ground Floor- 75, Dr. Annie Besant Road, Worli, Mumbai – 400018
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

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Annexure-I

Name: ANUKRITI PAREEK

Designation: Admissions Counselor - Inside Sales

Grade: G1

Location: Noida, Uttar Pradesh, India

SALARY COMPUTATION		
Components	**Per Annum**	**Per Month**
Basic	1,40,000	11,667
Hra	70,000	5,833
Special Allowance	1,68,400	14,033
Provident Fund	21,600	1,800
Fixed CTC	**4,00,000**	**33,333**
Incentive Annual	4,00,000	
Total CTC	**8,00,000**	**66,667**

For terms and conditions, please refer to **Annexure-III.**

Note:

1. Term insurance of 10 lakhs if the fixed CTC is 7 lakhs or below. Term insurance of 20 lakhs if the fixed CTC is above 7 lakhs.

2. Mediclaim coverage of Rs. 5,00,000 for Self + Spouse + 2 Kids.

3. Group Personal Accident Insurance of Rs. 10,00,000.

4. The reimbursements will be subject to submission of Bills.

5. Failing to submit the bills for reimbursement, amount is still receivable but as a taxable component.

6. Tax will be deducted as per applicable slab rates.

7. The company would have the right to amend the salary breakup at any point of time – in line with its policies or governing regulations.

8. Your Compensation is subject to review, at the sole discretion of the Company, in accordance with Company's policies amended from time to time.

9. The Compensation review disbursement, if applicable, shall be determined and processed as per the

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company's policy.

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Annexure-II

Documents Required

1. Proof of Age and Current Address (Passport / Ration Card / Driving License / Voter's Id / Aadhar Card, Leave and License Agreement, Telephone / Electricity Bill).

2. Permanent Account No. (PAN) / Copy of PAN application (in case PAN is not available).

3. Aadhar Card / Copy of Aadhar application (in case Aadhar is not available).

4. Education Documents (Certificate and Mark Sheet).

5. SSC / HSC, Graduation / Post-Graduation Degree / Diploma.

6. Previous Employer's Offer Letter or Appointment letter, Resignation Acceptance and Relieving or Experience Certificate for candidate with prior experience.

7. Proof of your last drawn Salary with details (Last 3 months' Salary Slip / Salary Annexure from previous employer / Bank Statement as a proof of salary credit / Affidavit for Salary Declaration) Four (4) passport size colored photographs.

8. Passport Copy.

Annexure-III

Terms and Conditions

Joining Bonus (if applicable): Joining Bonus as mentioned in **Annexure I** will be receivable if you join on the mentioned date above & after completion of 1 month of employment with us. You shall be liable to re-pay this amount in case you decide to leave the company within 1 year of the Start Date.

Retention Bonus (if applicable): Retention Bonus as mentioned in **Annexure I** Retention bonus will be paid to you on successful completion of 1 year from your start date subject to the continuation of employment and you, not being on notice period at the time of actual payout.

Notice Period Buy-Out (if applicable): You shall be liable to pay back agreed notice period buyout amount incurred or reimbursed by the Company at the time of your joining if you decide to leave the Company within 1 year from Start Date.

Relocation Expenses or any other expense (if applicable): You shall be liable to re-pay any Relocation Expenses/ any other expenses incurred or reimbursed by the Company at the time of your joining if you decide to leave the Company within 1 year from Start Date.

upGrad Education Private Limited
Nishuvi Ground Floor- 75, Dr. Annie Besant Road, Worli, Mumbai – 400018
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

IBS ICFAI BUSINESS SCHOOL

M S Prasad <msprasad@ibsindia.org>

Update on Joining of Management Trainees | Newgen Software

Divneet Kaur Juneja <divneet.juneja@newgen.co.in> Fri, Jul 16, 2021 at 5:1
To: M S Prasad <msprasad@ibsindia.org>
Cc: ajit sebastian <ajit.sebastian@newgen.co.in>

Dear M S Prasad,

Please find below the Offer details of selected student for your reference and further communication:

Institution	Name of the Candidate	Allocation (Role)	Location	Salary in LPA (Gross + MAI)	Designation
ICFAI Hyderabad	Subramanian GS	BA	Chennai	8.5 + 1	Business Analyst

Notes	Please find attached Annexure E for initiating the pre-joining background verification which is a prerequisite to release the offer letters. Kindly arrang to share the filled Annexure E within next 10 days along with the copy of Aadhar Card/Passport. A physical verification will be done at the address a mentioned in the address proof.
	Formal Offer Letters will be rolled out by next week.
	Date of Joining: **2nd August, 2021** at **Chennai**(Base Location). It is a **virtual joining** which will be followed by a month long training.
	Location and Role have been allocated based on combination of factors such as open requirements, candidates' preference and panel's assessment However, based on reasonable Business needs, Newgen reserves the right to modify or alter the same at any time as deemed necessary.
	MAI (Minimum Assured Incentive) is applicable for only the first year of employment and would be payable quarterly in four equal instalments. It will be replaced by Performance Incentives/Commissions (depending on the Role) from second year onwards.
	A registration link will be shared with the selected students for the completion of joining formalities by next week.

Further, in addition to informing the above mentioned students on their joining, you are requested to fill the attached excel with relevant data as it is a mandatory & urgent requirement t roll out the offers. **Request to share the excel by Monday**.

Please acknowledge this email and feel free to reach out to me in case of any query or concern.

Thanks & Regards

Divneet Kaur Juneja

NEWGEN

Specialist – University Relations

Mail: divneet.juneja@newgen.co.in || http://www.newgensoft.com

---

From: M S Prasad <msprasad@ibsindia.org>
Sent: 25 May 2021 11:46
To: Divneet Kaur Juneja <divneet.juneja@newgen.co.in>
Subject: Recruitments-IBS,Hyderabad

[EXTERNAL]

Dear Madam,

I request you to update the DOJ/Offer Letter of our select Subramanian.Please do the needful

Thanks for your support!

Thanks & Regards,
Prof.M S Prasad
Vice President-Corporate Relations
Mobile:+91-9848172467
Direct:+91-40-23479703
==========

The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalii Road
HYDERABAD-501203,India
Mobile:+91-9848172467
Direct: +91-40-23479752
Website: www.ifheindia.org,www.ibshyderabad.org

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3 attachments

image001.jpg
11K

Annexure-E.pdf
143K

MTData_2021.xlsx
10K

NEWGEN

Newgen Software Technologies Limited
CIN: L72200DL1992PLC049074
D-152, Okhla Phase-1, New Delhi-110 020, INDIA
Tel: (+91)-11-40773700, 61240000, 26815467, 26815469, Fax: (+91)-11-26815472
Email: corpmktg@newgensoft.com URL: https://newgensoft.com

Ref. No: DC/2021-22/005232 **July 26, 2021**

Mr. Subramanian Ganesan
Block 12 Plot No. 518,
East Mogappair,
Chennai,
Tn - 600037

Subject - Employment Offer Letter

Dear Mr. Ganesan,

Congratulations! We are pleased to inform you that you are one of the chosen few who have proven their worth in 'NEW...GENESIS' - our campus engagement program.

We have accelerated our ambitions to achieve leadership position as a formidable player in the established and in the emerging verticals across the globe. We stand at the threshold of a new era of business opportunity that will completely alter the course of destiny of Newgen and Newgenites. You will have the opportunity to be part of a growth engine which will fuel the zeal to deliver world class productized software solutions in the business domains of today and tomorrow.

With this, we are pleased to offer you appointment as **Business Analyst**. Your Annual Gross Emoluments will be **₹ 850000 (Rupees Eight Lacs Fifty Thousand Only)**.

You are required to join us on or before **August 2, 2021** failing which this employment offer will stand withdrawn. Your place of posting will be at **Plot No-13, D 17, SIPCOT IT Park, Siruseri, Navalur, Chennai-603103**.

The formal letter of appointment containing details of terms & conditions of the employment will be issued to you upon your joining. Please accept this letter as a token of your acceptance.

We wish you a long and rewarding career with us.
For **Newgen Software Technologies Limited**

(Surender Jeet Raj)
Senior Vice President-HRD
**This is a system generated offer letter, hence does not require signature.

NEWGEN

TERMS AND CONDITIONS OF INTERNSHIP OFFERED TO
MR. SUBRAMANIAN GANESAN

1. Your appointment is subject to:

   a. The satisfactory verification of your character, antecedents, and testimonials.
   b. The authenticity and accuracy of the details provided by you to the company enable us to judge your suitability for employment and it is assumed that the details you have provided is true to the best of your knowledge and belief. Should it be found afterwards at any stage that you have given wrong information/misrepresented the facts, your services are liable to be summarily terminated.
   c. You are being found medically fit and continuing to remain medically fit. Before joining your duty, you are required to produce a medical fitness certificate issued by a Medical officer of a recognized Govt. hospital or by the Doctor appointed by the Company at your own cost in a defined proforma (attached herewith as Annexure C)

2. If you are already in service, you must produce a relieving certificate from your employer at the time of joining the company.

3. You will promptly disclose to the Company in writing any discovery, invention, process improvement made of, discovered, by you while in employment with the Company and you shall assign and agree to assign to the Company all your rights, titles and interest throughout the world including copyright and any other intellectual property right etc. in and to subject inventions conceived or made by you either solely or with others while as staff of the Company.

4. You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication in the press (including magazine publication) or to anyone else relating to the Company's product or any matter with which the Company may be concerned unless you have obtained written permission from the Company. The complete draft of any proposed article, lecture or broadcast or any other communication intended for publication must be submitted for approval along with the request for permission, before it is released for public.

5. You understand that during your employment with the Company you shall not undertake any similar/same kind of paid work/business/employment directly/indirectly for which you have been hired at Newgen in any manner including but not limited to (full time/part time/freelance consultant/Advisory/ Honorary /Not for Profit) in any other company/partnership/ proprietorship or otherwise also, during official working hours or outside official working hours. For any other nature of work, prior disclosure to the HR at Newgen is mandatory. Further, you will ensure that such work shall not in any manner interfere directly/indirectly with efficiency and effectiveness of your core work at Newgen.

6. You understand that you will be bound by relevant provisions of Newgen Work From Home Policy, and during work from home scenario you shall seek prior permission from Supervisor if leaving work location city and would be ready to return to work location within 2 days from the date of intimation by Reporting Manager. In case of verbal communication, you shall intimate in writing at the earliest but not later than 5 days from such change of location.

7. For one year after termination of your services with the Company, for any reason, you will not directly or indirectly solicit or cause others to solicit Company employees for competitive employment.

8. For one year after termination of my employment due to any reason, I will not take/seek employment directly or indirectly with any of Company's Clients and work on Company's Software product and solution without obtaining a No Objection Certificate from the Company.

9. For one year after termination of your employment due to any reason, you will not take/seek employment or act as consultant with any Company engaged in software development/sales in the field of Document Imaging Technology or software systems similar to those developed by the Company.

10. Your place of posting will be at **Plot No-13, D 17, SIPCOT IT Park, Siruseri, Navalur, Chennai-603103**. However, you can be transferred/posted/deputed from time to time, as and when necessary keeping in mind the nature of work assigned to you at the sole discretion of the Company, anywhere in or outside India, to any of company's department(s) or location(s) or regional office(s) or to the department(s) or location(s) or branch(es) or rolls of any of its subsidiaries or associates, presently existing or which may be setup in the future. Upon such transfer, unless otherwise specified in writing at the time of transfer, you will automatically be governed by the terms and conditions of service applicable at such department or location or branch or subsidiary or associate of the company as the case may be.

11. Your increments and promotions in the company will be given based on your performance and merit, and at the sole discretion of the management.

12. The Company, through its authorized officers, will allocate duties to you from time to time. Such duties may include responsibility in general for the area of your operations as well as specific assignments that may be given to you from time to time.

13. You may be required to work in shifts, if and when fixed by the company from time to time as per business requirements and the applicable rules will apply in that regard.

14. You will be required to implement and act in accordance with the Company's Information Security Management System (ISMS), and protect assets from unauthorized access, disclosure, modification, destruction or interference.

15. You will be bound by the Code of Conduct and other rules, regulations, policies and orders issued by the company from time to time in relation to your conduct, discipline and service conditions such as leave, medical, retirement etc. as if these conduct rules, regulations, policies etc, were part of this contract of appointment. Company reserves the right to alter/rescind the terms & conditions of service at its discretion.

16. In case of you being found violating or not biding by the Code of Conduct and other rules, systems, regulations policies and orders issued by the company, you will be liable for disciplinary action under the disciplinary action policy of the Company.

17. In the event of any dispute regarding the terms of conditions of your appointment, you will be subject to the jurisdiction of the appropriate court of law at the headquarters of the company viz. New Delhi.

18. On the day of your joining the Company, you will be required to sign the Non-Disclosure Agreement, which covers Company's right to protect the inventions, discoveries, ideas, proprietary and confidential information and any similar or related rights and maintaining it secrecy during and after your employment.

19. Whenever requested by the Company and in any event upon the termination of your employment with the Company, you will promptly deliver up to the Company all documents belonging to the Company including but necessarily limited to drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs and all other materials and all copies thereof relating in any way to the Company's business.

20. If you accept this offer, kindly notify your acceptance on the portal.

I confirm that I have read and understood the above terms & conditions as applicable during my internship period and accept my obligations and liability pertaining to them.

IBS ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Campus Recruitment #Business#

Megha Masurkar /HR/ICICILOMBARD/VASHI <megha.masurkar@icicilombard.com> Wed, Aug 18, 2021 at 8:03 PM
To: "praveench@ibsindia.org" <praveench@ibsindia.org>

Dear Sir,

Dear Praveen

The CTC for the below selected students will be 6.67 lpa (5.25 lpa fixed + 1.42 lpa variable)

Enrolment No.	Name	Gender	Contact No.	Email address
19BSPHH01C1667	Pawan Luthra	Male	9960489529	psluthra336@gmail.com
19BSPHH01C0817	Prateek Prasad Ray	Male	9778977772	prasadprateek96@gmail.com
19BSPHH01C1117	Shivam Agrawala	Male	7978390910	shuvamagrawall1996@gmail.com
19BSPHH01C1644	Vaibhav Alok Sharan	Male	8130381862	sharanvaibhav1@gmail.com
19BSPHH01C0726	Nirmit Agarwal	Male	9007645035	nirmitagarwal96@gmail.com
19BSPHH01C0030	Abhijeet Pani	Male	8328901554	abhijeet17297@gmail.com
19BSPHH01C0450	Jagannath Gopal	Male	9176554273	jaggugpl@gmail.com
19BSPHH01C1041	Sanjay Agrawal	Male	7742322522	sanjayagrawal1359@gmail.com
19BSPHH01C1102	Shashank Gupta	Male	9810933369	shashankgupta981@gmail.com
19BSPHH01C1301	Tanuja Gupta	Female	7771077790	tanuja.gupta.tanuja@gmail.com
19BSPHH01C0674	Nandini Gureja	Female	9728453622	nandinigureja@gmail.com
19BSPHH01C1140	Shreya Jariwala	Female	9322393999	shreyarjariwala@gmail.com

Regards

Thanks & Regards,

Megha Masurkar

HR Team

ICICI Lombard GIC Ltd.

Ph.No: +91 7045096489

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Offer has been accepted

Printable Format

23-Mar-2021

Avula Surekha Reddy
Flat No.202, Agraseni Towers, Near Montessori School, A-Camp,
Kurnool - 518002

Dear **Avula**,

On behalf of **KPMG Global Services**

Private Limited (the "Company"), Pune pleased to offer you the position of **Business Associate** in **Capability Hubs** with the Company. You will be part of the **Capability Hubs-Research-Tax team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **05-Apr-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is

issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.350000/- (Three Lakh Fifty Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident

Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

   You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

   Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the

any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your

employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

   You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

   We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships.

Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

   You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without

assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed

as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be

required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement..

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders

given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have

operation of any other policy/document..

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing..

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are

incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any

records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or

unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **26-Mar-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for **KPMG Global Services Private Limited**

Paul Rajan
Senior Associate Director - Human Resources

I am pleased to accept the offer contained above.

Avula Surekha Reddy

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having

professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members

family members ' in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your

acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 1

INDICATIVE COMPENSATION PLAN

Avula Reddy
Business Associate
Bangalore

Compensation Category	Monthly (i
Basic Salary (a)	29167
Flexible Compensation (b)	25667
Employer Contribution to Provident Fund (c)	3500
Total Cost to Company (a+b+c)	**58334**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per t Miscellaneous Provisions Act, 1952, subject to your entitlement ar regard.
- Equal amount of PF will be deducted from the Cost to the Compar Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Po before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on t serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company income tax guidelines.
- Flexible compensation needs be allocated every year basis the com
- Any statutory deduction shall be made as per applicable laws

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Business Associate
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Business Associate
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.	

Rs 1,00,000/- per annum. (This is as per law)

4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Business Associate
C2	**Car Lease Rentals/Insurance**	**X**
	-	

		Business Associate
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	

		Business Associate
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Business Associate
C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Business Associate
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate

	Exemption as per IT Rules.	
		Business Associate
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Business Associate
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Business Associate
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	

	at home	
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Business Associate
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Reddy, Avula
Offer electronically accepted on: Mar 24, 2021 6:31 PM
Offer electronically accepted from: 103.159.248.104

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IBS® ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: Online Offer

1 message

Shaina Shaikh <shaikhshaina684@gmail.com> Mon, Sep 27, 2021 at 11:35 AM
To: Chalapathi Rao Uppaluri <Chalapathirao@ibsindia.org>

---------- Forwarded message ---------
From: **Offer - Global Business Services** <offer.global.business.services@bofa.com>
Date: Mon, 20 Sep 2021, 22:44
Subject: Online Offer
To: shaikhshaina684@gmail.com <shaikhshaina684@gmail.com>
Cc: Bhasin, Himit <himit.bhasin@bofa.com>

This is a secure message from Bank of America.

Click here by 2021-09-27 17:14 GMT to read your message.
After that, either open the attachment or request the sender to re-send the message.

If you have concerns about the validity of this message, please contact the sender directly. This message will expire after 90 days.

If you require assistance opening this message, please click here.

:

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3 attachments

BANK OF AMERICA **logo.png**
11K

lock.gif
2K

SecureMessageAtt.html
193K

Private & Confidential

20 Sep 2021

Shaina Javed Shaikh

A/602, Noor Mahal Bldg, Above Salwa Hotel, Mumbra, Kausa, Thane

Mumbai

Maharashtra

400612

India

Dear Shaina,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "**Company**") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as **Team Leader** at **Band 7**. Your Annual Compensation (CTC) will be Rs **970000** - (Rupees **Nine Lakh Seventy Thousand Only**) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **11 Oct 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join the services of BA Continuum India Pvt. Ltd. by **11 Oct 2021** this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Joining. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your actual Date of Joining the services of the company, notwithstanding the date of joining as mentioned in the offer letter.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. For the first ninety (90) days of your services/employment you will be deemed to be on probation. Subject to successful background verification as stated in clause below, your confirmation in employment shall be contingent on you producing your Degree/Graduation Certificate/ Provisional degree certificate or such other educational documents as may be requested by the Company, within forty five (45) days of Date of Joining. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate your services with immediate effect or as deemed fit by the Company. Notwithstanding the above, during the probation period and the extended probation period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof, at the sole discretion of the Company. Within sixty (60) days of completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre- employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: **20 Sep 2021**

Accepted and Agreed:

_____

Shaina Javed Shaikh

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 20 Sep 2021

Name: Shaina Javed Shaikh

Job Title: Team Leader

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Basic Salary: 339500
House Rent Allowance: 169750
LTA: 30000
Advanced Statutory Bonus: 0
Employer's Contribution to Provident Fund: 40740
Gratuity (as per payment of Gratuity Act)*: 16330
BA Continuum Allowance: 373680
Total Annual Compensation (CTC): 970000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

upGrad

18-08-2021

Dear ASHISH,

Congratulations! It is our pleasure to offer you the position of **Admissions Counselor - Inside Sales** at Grade **G1** with **upGrad Education Private Limited.**

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE)**.

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement.
2. You will be based at our **Noida, Uttar Pradesh, India** Office.
3. The standard work days would be for 6 days in a week on a rotational basis. Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company's requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work.
4. **Compensation:**

   a. **Fixed** component of CTC will be **INR 4,00,000**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).

   b. Over and above the fixed Compensation, you shall be eligible for performance-based incentive up to **INR 400000** per annum on achieving specific targets, which will be paid as per the "Sales Incentive Plan". You may be eligible for additional incentives subject to your out-performance which is confirmed by the Company. The details of the Sales Incentive plan will be available on the common folder shared by HR. The actual payout of the incentive may vary depending on a number of factors, including but not limited to Company and/or individual performance, management discretion and the terms and conditions of the applicable Sales Incentive plan.

5. You are expected to join us on **23-08-2021.**
6. You will be on a probationary review during the first three (3) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.

upGrad Education Private Limited
Nishuvi Ground Floor- 75, Dr. Annie Besant Road, Worli, Mumbai – 400018
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

upGrad

7. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
8. This Offer is subject to Successful background verification.

Please confirm acceptance of the appointment letter by signing and returning a copy. We would like to take this opportunity to welcome you to the **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For UPGRAD EDUCATION PVT. LTD.

Preeti Kaul

President - Human Resources

ACCEPTED AND AGREED:

ASHISH DADHWAL

(Signature)

upGrad Education Private Limited
Nishuvi Ground Floor- 75, Dr. Annie Besant Road, Worli, Mumbai – 400018
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

upGrad

Annexure-I

Name: ASHISH KUMAR DADHWAL

Designation: Admissions Counselor - Inside Sales

Grade: G1

Location: Noida, Uttar Pradesh, India

SALARY COMPUTATION		
Components	**Per Annum**	**Per Month**
Basic	1,40,000	11,667
Hra	70,000	5,833
Special Allowance	1,68,400	14,033
Provident Fund	21,600	1,800
Fixed CTC	**4,00,000**	**33,333**
Incentive Annual	4,00,000	
Total CTC	**8,00,000**	**66,667**

For terms and conditions, please refer to **Annexure-III.**

Note:

1. Term insurance of 10 lakhs if the fixed CTC is 7 lakhs or below. Term insurance of 20 lakhs if the fixed CTC is above 7 lakhs.

2. Mediclaim coverage of Rs. 5,00,000 for Self + Spouse + 2 Kids.

3. Group Personal Accident Insurance of Rs. 10,00,000.

4. The reimbursements will be subject to submission of Bills.

5. Failing to submit the bills for reimbursement, amount is still receivable but as a taxable component.

6. Tax will be deducted as per applicable slab rates.

7. The company would have the right to amend the salary breakup at any point of time – in line with its policies or governing regulations.

8. Your Compensation is subject to review, at the sole discretion of the Company, in accordance with Company's policies amended from time to time.

9. The Compensation review disbursement, if applicable, shall be determined and processed as per the

upGrad Education Private Limited
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company's policy.

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Annexure-II

Documents Required

1. Proof of Age and Current Address (Passport / Ration Card / Driving License / Voter's Id / Aadhar Card, Leave and License Agreement, Telephone / Electricity Bill).

2. Permanent Account No. (PAN) / Copy of PAN application (in case PAN is not available).

3. Aadhar Card / Copy of Aadhar application (in case Aadhar is not available).

4. Education Documents (Certificate and Mark Sheet).

5. SSC / HSC, Graduation / Post-Graduation Degree / Diploma.

6. Previous Employer's Offer Letter or Appointment letter, Resignation Acceptance and Relieving or Experience Certificate for candidate with prior experience.

7. Proof of your last drawn Salary with details (Last 3 months' Salary Slip / Salary Annexure from previous employer / Bank Statement as a proof of salary credit / Affidavit for Salary Declaration) Four (4) passport size colored photographs.

8. Passport Copy.

Annexure-III

Terms and Conditions

Joining Bonus (if applicable): Joining Bonus as mentioned in **Annexure I** will be receivable if you join on the mentioned date above & after completion of 1 month of employment with us. You shall be liable to re-pay this amount in case you decide to leave the company within 1 year of the Start Date.

Retention Bonus (if applicable): Retention Bonus as mentioned in **Annexure I** Retention bonus will be paid to you on successful completion of 1 year from your start date subject to the continuation of employment and you, not being on notice period at the time of actual payout.

Notice Period Buy-Out (if applicable): You shall be liable to pay back agreed notice period buyout amount incurred or reimbursed by the Company at the time of your joining if you decide to leave the Company within 1 year from Start Date.

Relocation Expenses or any other expense (if applicable): You shall be liable to re-pay any Relocation Expenses/ any other expenses incurred or reimbursed by the Company at the time of your joining if you decide to leave the Company within 1 year from Start Date.

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NTT DATA
Trusted Global Innovator

NTT DATA Business Solutions

27 August 2021

To : Kalyani Nair A
E-Mail : kallu.achu111@gmail.com
Mobile : 6282633513

Dear Kalyani,

We at **NTT DATA Business Solutions Private Limited** are pleased to offer you the position of **Management Trainee**. Your base location will be **Kochi** and you will report directly to **Lead Consultant - Training** based in **Hyderabad**, India. Your employment will begin on or before **23 September 2021.** On the day of your joining you shall obtain your laptop / Desktop along with submission of your paperwork. Please note that your employment with us does not commence until the employment agreement is executed.

The terms and conditions of this offer are as follows:

• You are eligible for a total cash compensation of **₹ 6,00,000 (Rupees Six Lakh(s) only) on an annual basis**. Please note that incase if you choose to leave the organization, you are required to provide 90 days of advance notice. Please contact us with any questions on the compensation structure. Also, note that the fact that we have quoted your package in annualized terms does not guarantee a specific term of employment.

- Paid Time Off - Employees receive **24** days off each calendar year as per below.
  - 6 Casual Leaves, 6 Sick Leaves and 12 Privileged Leaves (PL's). PL's would be accrued quarterly on a Prorated basis.
- Holidays (Company recognized holidays as per Holiday calendar published and 2 Optional holidays).
- PF - Eligible to participate in PF plan effective first date of employment if applicable.

Please be advised:

- Required to provide documentation regarding your current compensation.
- NTT DATA Business Solutions Private Limited holds the right to change any policy mentioned in the employment agreement.
- Employment commencement is subject to successful background check. Also if at any point of time it comes to our notice that any information provided was wrong or falsified, NTT DATA Business Solutions Private Limited reserves the right to terminate the employment.
- In case you are Relocating to **Kochi** you will be eligible for a Relocation Reimbursement up to ₹ 25,000/-(Twenty Five Thousand) on submission of relevant bills.
- Employee will be based in **Kochi,** but the company may require him/her to work at other company locations and on customers sites both, inside or outside India. The company will seek to give him/her reasonable notice of extensive travel requirements . In case of long-term project, the specified base location might change.
- During the period of Employment, the Employee is required to travel in connection with the employee's duties and responsibilities. Since the Company provides services to clients across the globe, the employee shall be flexible to travel as per the requirements of the project(s) he/she has been assigned to. Employee acknowledges that his/her Position will require travel from time-to-time for Company's business. Employee agrees to work from client location as per the business requirement and will not show any resistance to travel, implied or displayed for whatsoever reasons would be observed as breach and may have serious impact on employment continuity.
- Your appointment is subject to background verification. The company shall conduct a third party background verification of your credentials and documents shared with the company. By accepting this offer letter, you hereby convey your consent to such background verification.

Kalyani, we look forward to you becoming part of the NTT DATA Business Solutions Private Limited. We wish you success in your career endeavors with us. Please do not hesitate to contact **Praveen Medala/ Harshiika Upadhyay Sahu** for any questions or concerns.

Sincerely,

For NTT DATA Business Solutions Private Limited

Employee Signature, Date

Kalpana Penumatsa
Vice President – People function

Kalyani Nair A

The terms and conditions of this offer are valid until **28 August 2021.** Please sign and return this offer letter to us within that time. If there isn't any communication within that this time, the offer will automatically be rescinded.

NTT DATA Business Solutions Private Limited
SALARY FITMENT SHEET

Name of the Employee	:	**Kalyani Nair A**
Date of Joining	:	**23 September 2021**
Designation	:	**Management Trainee**
Level	:	**E1**

Pay Components	Amount in INR (Annualized)
Basic Pay	2,92,955
HRA	1,17,182
Employer Provident Fund	21,600
Flexible Compensation	1,54,172
Total Cash Compensation	**5,85,909**
Other Benefits	
Gratuity	14,091
Cost to Company	**6,00,000**

Note: All matters relating to compensation are (STRICTLY CONFIDENTIAL)

Additionally, at the end of each year you will be eligible for a retention bonus of ₹ one lakh until 3 years. If you leave NTT DATA Business Solutions Private Limited within 3 years, you will have to return the retention bonus received till the time of your exit date to NTT DATA Business Solutions Private Limited.

Employee Benefits:

- **Flexible Compensation** includes, Leave Travel Allowance (LTA), Food Allowance, Mobile & broadband, Books & periodicals. You may be eligible for some or all of these allowances, and tax benefits may be availed up to applicable caps and subject to submission of relevant documents. The balance amount of unclaimed Flexible Compensation may be taxable.
- **Medical Insurance:** Employees are provided with medical insurance benefit as per our company policy and guidelines which covers employee and up to 3 dependents, including Spouse, Children(up to 2). And also employees are facilitated with an option to opt medical insurance for their depended parents /in-laws (up to 2), a nominal amount will be deducted on monthly basis towards premium in line with internal medical insurance policy terms if dependent parents are opted for. Please note medical insurance coverage or deductions may vary on time to time basis, based on company medical insurance policy amendments.
- **Group Term Life Insurance:** Life insurance cover is 2 times of your CTC, in the unfortunate event of an employee death. NTT DATA Business Solutions Private Limited will pay 100% premium for all employees whose CTC is below ten lakhs and for the rest employer contribution will be 50% of the premium.
- **Personal Accident Insurance:** Personal Accident Insurance covers up to ₹ 10,00,000 depending upon the nature of the injury and the degree of disability.
- **Provident Fund:** NTT DATA Business Solutions Private Limited and you will contribute a maximum of 12% of basic salary or a minimum of 1800 from either sides towards your Provident Fund on a monthly basis. Provident fund will be governed as per the statutory act.
- **Gratuity:** Employees completing at least 4 years and 240 days (including weekends and paid holidays), are eligible for payment of Gratuity. The value here is an estimate of your Gratuity accrual for one year.

For NTT DATA Business Solutions Private Limited

Kalpana Penumatsa
Vice President – People Function

Kalyani Nair A
Date:

NTT DATA
Trusted Global Innovator

NTT DATA Business Solutions

27 August 2021

To : Dedipya Gutha
E-Mail : dedipya.gutha@gmail.com
Mobile : 8555023036

Dear Dedipya,

We at **NTT DATA Business Solutions Private Limited** are pleased to offer you the position of **Management Trainee**. Your base location will be **Hyderabad** and you will report directly to **Lead Consultant - Training** based in **Hyderabad**, India. Your employment will begin on or before **23 September 2021.** On the day of your joining you shall obtain your laptop / Desktop along with submission of your paperwork. Please note that your employment with us does not commence until the employment agreement is executed.

The terms and conditions of this offer are as follows:

• You are eligible for a total cash compensation of **₹ 6,00,000 (Rupees Six Lakh(s) only) on an annual basis**. Please note that incase if you choose to leave the organization, you are required to provide 90 days of advance notice. Please contact us with any questions on the compensation structure. Also, note that the fact that we have quoted your package in annualized terms does not guarantee a specific term of employment.

- Paid Time Off - Employees receive **24** days off each calendar year as per below.
  - 6 Casual Leaves, 6 Sick Leaves and 12 Privileged Leaves (PL's). PL's would be accrued quarterly on a Prorated basis.
- Holidays (Company recognized holidays as per Holiday calendar published and 2 Optional holidays).
- PF - Eligible to participate in PF plan effective first date of employment if applicable.

Please be advised:

- Required to provide documentation regarding your current compensation.
- NTT DATA Business Solutions Private Limited holds the right to change any policy mentioned in the employment agreement.
- Employment commencement is subject to successful background check. Also if at any point of time it comes to our notice that any information provided was wrong or falsified, NTT DATA Business Solutions Private Limited reserves the right to terminate the employment.
- In case you are Relocating to **Hyderabad** you will be eligible for a Relocation Reimbursement up to ₹ 25,000/-(Twenty Five Thousand) on submission of relevant bills.
- Employee will be based in **Hyderabad,** but the company may require him/her to work at other company locations and on customers sites both, inside or outside India. The company will seek to give him/her reasonable notice of extensive travel requirements. In case of long-term project, the specified base location might change.
- During the period of Employment, the Employee is required to travel in connection with the employee's duties and responsibilities. Since the Company provides services to clients across the globe, the employee shall be flexible to travel as per the requirements of the project(s) he/she has been assigned to. Employee acknowledges that his/her Position will require travel from time-to-time for Company's business. Employee agrees to work from client location as per the business requirement and will not show any resistance to travel, implied or displayed for whatsoever reasons would be observed as breach and may have serious impact on employment continuity.
- Your appointment is subject to background verification. The company shall conduct a third party background verification of your credentials and documents shared with the company. By accepting this offer letter, you hereby convey your consent to such background verification.

Dedipya, we look forward to you becoming part of the NTT DATA Business Solutions Private Limited. We wish you success in your career endeavors with us. Please do not hesitate to contact **Praveen Medala/ Harshiika Upadhyay Sahu** for any questions or concerns.

Sincerely,

For NTT DATA Business Solutions Private Limited

Employee Signature, Date

Kalpana Penumatsa
Vice President – People function

Dedipya Gutha

The terms and conditions of this offer are valid until **28 August 2021.** Please sign and return this offer letter to us within that time. If there isn't any communication within that this time, the offer will automatically be rescinded.

NTT DATA Business Solutions Private Limited
SALARY FITMENT SHEET

Name of the Employee	:	**Dedipya Gutha**
Date of Joining	:	**23 September 2021**
Designation	:	**Management Trainee**
Level	:	**E1**

Pay Components	Amount in INR (Annualized)
Basic Pay	2,92,955
HRA	1,17,182
Employer Provident Fund	21,600
Flexible Compensation	1,54,172
Total Cash Compensation	**5,85,909**
Other Benefits	
Gratuity	14,091
Cost to Company	**6,00,000**

Note: All matters relating to compensation are (STRICTLY CONFIDENTIAL)

Additionally, at the end of each year you will be eligible for a retention bonus of ₹ one lakh until 3 years. If you leave NTT DATA Business Solutions Private Limited within 3 years, you will have to return the retention bonus received till the time of your exit date to NTT DATA Business Solutions Private Limited.

Employee Benefits:

- **Flexible Compensation** includes, Leave Travel Allowance (LTA), Food Allowance, Mobile & broadband, Books & periodicals. You may be eligible for some or all of these allowances, and tax benefits may be availed up to applicable caps and subject to submission of relevant documents. The balance amount of unclaimed Flexible Compensation may be taxable.
- **Medical Insurance:** Employees are provided with medical insurance benefit as per our company policy and guidelines which covers employee and up to 3 dependents, including Spouse, Children(up to 2). And also employees are facilitated with an option to opt medical insurance for their depended parents /in-laws (up to 2), a nominal amount will be deducted on monthly basis towards premium in line with internal medical insurance policy terms if dependent parents are opted for. Please note medical insurance coverage or deductions may vary on time to time basis, based on company medical insurance policy amendments.
- **Group Term Life Insurance:** Life insurance cover is 2 times of your CTC, in the unfortunate event of an employee death. NTT DATA Business Solutions Private Limited will pay 100% premium for all employees whose CTC is below ten lakhs and for the rest employer contribution will be 50% of the premium.
- **Personal Accident Insurance:** Personal Accident Insurance covers up to ₹ 10,00,000 depending upon the nature of the injury and the degree of disability.
- **Provident Fund:** NTT DATA Business Solutions Private Limited and you will contribute a maximum of 12% of basic salary or a minimum of 1800 from either sides towards your Provident Fund on a monthly basis. Provident fund will be governed as per the statutory act.
- **Gratuity:** Employees completing at least 4 years and 240 days (including weekends and paid holidays), are eligible for payment of Gratuity. The value here is an estimate of your Gratuity accrual for one year.

For NTT DATA Business Solutions Private Limited

Kalpana Penumatsa
Vice President – People Function

Dedipya Gutha
Date:

upGrad

24-08-2021

Dear Ankita,

Congratulations! It is our pleasure to offer you the position of **Admissions Counselor - Inside Sales** at Grade **G1** with **upGrad Education Private Limited.**

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE)**.

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement.
2. You will be based at our **Noida, Uttar Pradesh, India** Office.
3. The standard work days would be for 6 days in a week on a rotational basis. Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company's requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work.
4. **Compensation:**

   a. **Fixed** component of CTC will be **INR 4,00,000**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).

   b. Over and above the fixed Compensation, you shall be eligible for performance-based incentive up to **INR 400000** per annum on achieving specific targets, which will be paid as per the "Sales Incentive Plan". You may be eligible for additional incentives subject to your out-performance which is confirmed by the Company. The details of the Sales Incentive plan will be available on the common folder shared by HR. The actual payout of the incentive may vary depending on a number of factors, including but not limited to Company and/or individual performance, management discretion and the terms and conditions of the applicable Sales Incentive plan.

5. You are expected to join us on **30-08-2021.**
6. You will be on a probationary review during the first three (3) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.

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upGrad

7. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
8. This Offer is subject to Successful background verification.

Please confirm acceptance of the appointment letter by signing and returning a copy. We would like to take this opportunity to welcome you to the **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For UPGRAD EDUCATION PVT. LTD.

Preeti Kaul

President - Human Resources

ACCEPTED AND AGREED:

Ankita Singh

(Signature)

upGrad Education Private Limited
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Annexure-I

Name: Ankita Singh

Designation: Admissions Counselor - Inside Sales

Grade: G1

Location: Noida, Uttar Pradesh, India

SALARY COMPUTATION		
Components	**Per Annum**	**Per Month**
Basic	1,40,000	11,667
Hra	70,000	5,833
Special Allow ance	1,68,400	14,033
Provident Fund	21,600	1,800
Fixed CTC	**4,00,000**	**33,333**
Incentive Annual	4,00,000	
Total CTC	**8,00,000**	**66,667**

For terms and conditions, please refer to **Annexure-III.**

Note:

1. Term insurance of 10 lakhs if the fixed CTC is 7 lakhs or below. Term insurance of 20 lakhs if the fixed CTC is above 7 lakhs.

2. Mediclaim coverage of Rs. 5,00,000 for Self + Spouse + 2 Kids.

3. Group Personal Accident Insurance of Rs. 10,00,000.

4. The reimbursements will be subject to submission of Bills.

5. Failing to submit the bills for reimbursement, amount is still receivable but as a taxable component.

6. Tax will be deducted as per applicable slab rates.

7. The company would have the right to amend the salary breakup at any point of time – in line with its policies or governing regulations.

8. Your Compensation is subject to review, at the sole discretion of the Company, in accordance with Company's policies amended from time to time.

9. The Compensation review disbursement, if applicable, shall be determined and processed as per the

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company's policy.

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Annexure-II

Documents Required

1. Proof of Age and Current Address (Passport / Ration Card / Driving License / Voter's Id / Aadhar Card, Leave and License Agreement, Telephone / Electricity Bill).

2. Permanent Account No. (PAN) / Copy of PAN application (in case PAN is not available).

3. Aadhar Card / Copy of Aadhar application (in case Aadhar is not available).

4. Education Documents (Certificate and Mark Sheet).

5. SSC / HSC, Graduation / Post-Graduation Degree / Diploma.

6. Previous Employer's Offer Letter or Appointment letter, Resignation Acceptance and Relieving or Experience Certificate for candidate with prior experience.

7. Proof of your last drawn Salary with details (Last 3 months' Salary Slip / Salary Annexure from previous employer / Bank Statement as a proof of salary credit / Affidavit for Salary Declaration) Four (4) passport size colored photographs.

8. Passport Copy.

Annexure-III

Terms and Conditions

Joining Bonus (if applicable): Joining Bonus as mentioned in **Annexure I** will be receivable if you join on the mentioned date above & after completion of 1 month of employment with us. You shall be liable to re-pay this amount in case you decide to leave the company within 1 year of the Start Date.

Retention Bonus (if applicable): Retention Bonus as mentioned in **Annexure I** Retention bonus will be paid to you on successful completion of 1 year from your start date subject to the continuation of employment and you, not being on notice period at the time of actual payout.

Notice Period Buy-Out (if applicable): You shall be liable to pay back agreed notice period buyout amount incurred or reimbursed by the Company at the time of your joining if you decide to leave the Company within 1 year from Start Date.

Relocation Expenses or any other expense (if applicable): You shall be liable to re-pay any Relocation Expenses/ any other expenses incurred or reimbursed by the Company at the time of your joining if you decide to leave the Company within 1 year from Start Date.

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HR TAD/B/PR-39698/OFP-348/2021-22 01 September 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Nasrin Parvin ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Ms. Nasrin Parvin
Debagram
Masterpada
Masterpada P O
Nadia, West Bengal-741137

Offer of appointment to Ms. Nasrin Parvin as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at Branch/Office: **Patna** situated at P B No. 164, New Dak Bunglow Road, Patna, Bihar-800 001. You will have to join Branch/Office: Patna on 28/09/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a four day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 20/09/2021 to 24/09/2021 (excluding 21/09/2021) The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 4 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	11811.86
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	69215.86

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed

conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank</u> (also should be uploaded in Fed Recruit mobile

application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Nasrin Parvin , accept and confirm the above terms and conditions.
Place:
Date: 02 September 2021

Nasrin Parvin

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	11811.86
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	8000.00
Total	81990.86

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

HR TAD/B/PR-39689/OFP-339/2021-22 01 September 2021

Hearty Welcome!

Great Place To Work. Certified FEB 2021–JAN 2022 INDIA

Dear Loveesh Dua ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Mr. Loveesh Dua
A-135B
A Block
Vivek Vihar Phase-1
Delhi, Delhi-110095

Offer of appointment to Mr. Loveesh Dua as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining

Your initial place of posting will be at **Head Office/Operations Department** situated at Parackal Towers, Parur Junction, Thottakkatukara, Aluva, Ernakulam-683102. You will have to join Head Office/Operations Department on 28/09/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a four day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 20/09/2021 to 24/09/2021 (excluding 21/09/2021). The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 4 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	11811.86
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	69215.86

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. <u>In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the</u>

College/University at the time of joining the Bank (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Loveesh Dua , accept and confirm the above terms and conditions.
Place:
Date: 02 September 2021

(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	11811.86
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
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Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	8000.00
Total	81990.86

after one year

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from Rs.7800/- to ₹ 23000/- depending upon the place of posting. At Aluva it is ₹ 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;

a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

OR

b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

OR

c) Fixed conveyance of ₹ 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Re: Selected Students

1 message

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
To: Nitin Khandelwal <nitin@brightchamps.com>

Thanks a lot Nitin.

On Thu, 4 Mar 2021, 5:23 pm Nitin Khandelwal, <nitin@brightchamps.com> wrote:

Dear Mr. Akhter,

We have rolled out the offer letters to students going under internship with us. Please find details below.
All these students have joined us as full-time employees on 1-Mar.

Enroll no	Name	Designation	Compensation	Average Variable Incentives to eligible employees	Minimum Variable Incentives to eligible employees
19BSPHH01C0992	Gollamudi Sai Krishna Karthik	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1565	Utkarsh Bhargav	ASM	4.75 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0048	Abhishek Kumar	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1366	Gopavaram Varun reddy	ASM	4.65 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1586	Surajit Rajak	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1011	SAKSHI SONTHALIA	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1405	Vishal K	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1518	Rahul Kumar	ASM	4.8 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0216	Ashish jain	ASM	4.55 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1629	Kuruva Manjunath	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1347	Vagisha	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0621	Mekala Sri Pragna	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1398	Vini Malhotra	**SM**	5.75 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1515	Puneeth Chandra	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month

Regards,
Nitin

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Re: Selected Students

1 message

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19BSPHH01C0048	Abhishek Kumar	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1366	Gopavaram Varun reddy	ASM	4.65 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1586	Surajit Rajak	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1011	SAKSHI SONTHALIA	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1405	Vishal K	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1518	Rahul Kumar	ASM	4.8 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0216	Ashish jain	ASM	4.55 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1629	Kuruva Manjunath	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1347	Vagisha	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0621	Mekala Sri Pragna	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1398	Vini Malhotra	**SM**	5.75 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1515	Puneeth Chandra	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month

Regards,
Nitin

Gmail nitin@brightchamps.com

8,329

Re: Selected Students

External Inbox ×

Nitin Khandelwal
to me

Dear Mr. Akhter,

From the batch-2, all the students who continued with us, have been extended full-time offers.
The details of the offer are given below. Offer letters are attached.

Post Training

Enroll no	Name	Designation	Compensation	Average Variable Incentives to eligible employees	Minimum Variable Incentives to eligible employees
19BSPHH01C0315	Debadyuti Banerjee	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0847	Priyanka Aggarwal	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0959	K. Roshni Raj	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
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IBS ICFAI BUSINESS SCHOOL

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Re: Selected Students

1 message

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
To: Nitin Khandelwal <nitin@brightchamps.com>

Thanks a lot Nitin.

On Thu, 4 Mar 2021, 5:23 pm Nitin Khandelwal, <nitin@brightchamps.com> wrote:

Dear Mr. Akhter,

We have rolled out the offer letters to students going under internship with us. Please find details below.
All these students have joined us as full-time employees on 1-Mar.

Enroll no	Name	Designation	Compensation	Average Variable Incentives to eligible employees	Minimum Variable Incentives to eligible employees
19BSPHH01C0992	Gollamudi Sai Krishna Karthik	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1565	Utkarsh Bhargav	ASM	4.75 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0048	Abhishek Kumar	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1366	Gopavaram Varun reddy	ASM	4.65 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1586	Surajit Rajak	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1011	SAKSHI SONTHALIA	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1405	Vishal K	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1518	Rahul Kumar	ASM	4.8 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0216	Ashish jain	ASM	4.55 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1629	Kuruva Manjunath	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1347	Vagisha	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0621	Mekala Sri Pragna	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1398	Vini Malhotra	**SM**	5.75 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1515	Puneeth Chandra	ASM	4.50 LPA	Rs. 30,000 per month	Rs. 20,000 per month

Regards,
Nitin

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Regards,
Nitin

STRICTLY PRIVATE AND CONFIDENTIAL

Date: 23 Sep 2021

Dhruv Paresh Bavishi
Hyderabad
Hyderabad - 500027
Telangana
Telephone: **9949756286**

Dear Dhruv Paresh Bavishi,

SUBJECT: OFFER CUM EMPLOYMENT LETTER

With reference to your application and the subsequent discussions with you; we are pleased to offer you an appointment at Bajaj Housing Finance Limited ("**Company**") on the following terms:

1. DESIGNATION & BAND

You will be designated as "**Deputy Manager - CRE, Sales**" at **E03 Band.**

2. PERIOD OF EMPLOYMENT

2.1 Your employment will commence on **01 Oct 2021** and will continue on an on-going basis, until terminated by either party, with prior notice to the other as per Clause 5.1 of this Employment Letter.

2.2 The retirement age at the Company is 60 (sixty) years. Your employment will terminate automatically and without further notice on the last day of the month in which your 60th (sixtieth) birthday falls.

3. HOURS AND PLACE OF WORK

3.1 You shall be based in our **Hyderabad - Ameerpet** office but may be required to serve the Company in any place within or outside India, as required.

3.2 You may be required to travel nationally and internationally on the business of the Company.

3.3 You will be required to work such hours as may reasonably be expected of you and as is consistent with an appointment of this nature.

3.4 You may, at the discretion of the Company be transferred to any of the divisions, departments, in the Company, its subsidiaries, branches or associate companies and you shall abide by the standing orders and services rules prevailing in such place/ entity without entitlement to any extra remuneration.

4. SALARY

4.1 Your basic salary will be **Rs. 13,250/-** (**Rupees Thirteen Thousand Two Hundred Fifty only**) and your house rent allowance will be **Rs. 6,625/-** (**Rupees Six Thousand Six Hundred Twenty-five only**) per month. Your emoluments from the Company will be subject to tax deductions at source and other withholdings as required by law.

4.2 A detailed break-up of your compensation is attached as Annexure – A to this Employment Letter.

4.3 You hereby authorise the Company to deduct from your salary (including any salary, leave pay, sick pay and pay in lieu of notice period) all debts or sums owed by you to the Company, its subsidiaries or associate companies, including any outstanding loans (and interest thereon) due to the Company, its subsidiaries or associate companies from you.

5. TERMINATION OR RESIGNATION FROM SERVICE

The employment can, subject to the policies of the

5.1. Company and the terms and conditions of this Employment Letter, be terminated by either party by serving **90 (Ninety days)** written notice to the other party. The notice period of **90 (Ninety days)** is part of the Employee Separation Policy which is available for your reference on the Company's intranet. However the Company shall have the right to terminate your services without notice & without salary in liu thereof on immediate basis for any misconduct or for any reason which breaches the code of conduct or policy of the organization.

5.2. The Company reserves the right to accept/ reject the notice pay in lieu of notice period mentioned hereinabove. The Company reserves the absolute right to terminate your services at any time without assigning any reason whatsoever by giving you notice in writing or pay in lieu of notice period.

5.3. The Company reserves the right, at its discretion and at any time during the notice period to announce to employees, clients, suppliers and customers of the Company, its subsidiaries or associate companies of your termination/ resignation. However, you expressly agree hereby not to make any announcement of your termination/ resignation unless the same has been formally intimated to you or accepted by the Company in writing, as the case may be.

5.4. You hereby agree that on or before the date of your termination from employment with the Company, you will delete any information, connection or reference between you and the Company, any client or customer of the Company, or any prospective client or customer of the Company stored in any form of Social Media. For the purposes of this Clause, Social Media means any online communication tool which facilitates the creation, publication, storage and/or exchange of user-generated content. Social Media includes (but is not limited to) Twitter, Skype, Facebook, Myspace, YouTube, Flickr, LinkedIn, Wikis, Google+ and Tumblr.

5.5 Any dispute or claim that arises out of or that relates to this employment agreement, or that relates to the breach of this agreement, or that arises out of or that is based upon employment relationship shall be resolved by arbitration. Such Arbitration shall be conducted at the discretion of Bajaj Housing Finance Limited and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment or any re-enactment thereof by a single Arbitrator

to be appointed by Bajaj Housing Finance Limited. The venue of Arbitration shall be at Pune and Arbitration shall be conducted in English Language.

6. ANNUAL SALARY REVISION

6.1. We follow an April to March performance cycle. All salary revisions come up for review in the month of April at the sole discretion of the Company.

6.2. Employees who have joined the organization between the months of April to September, will be eligible for a salary review in the next performance cycle (in April of next calendar year) for the full year. Those joining after 1st October, will not be eligible for the same.

7. PERFORMANCE BASED VARIABLE BONUS/ INCENTIVE

7.1. You will be eligible to participate in the Company's variable pay programs/ incentive schemes. The payment under this program depends on your performance, the Company's performance and other parameters as the Company may decide from time to time. Please note that there is no minimum payment under this program.

7.2. Payment of this amount is subject to your being in the Company's employment and also subject to your not having resigned or serving your notice period.

7.3. You will declare your relationship, if any, with any of the directors of the Company as required by the Companies Act, 2013.

7.4. In case you are or become related to any employee of the Company, then, in the former case you will inform the Company immediately and in the latter case within 7 days of your becoming so.

7.5. You will abide by all the policies and disclosure norms of the Company that are in effect and by any amendments thereto carried out by the Company from time to time.

7.6. You will devote all your working time to the business of the Company, its subsidiaries and associate companies, as the case may be, depending on the office you are holding and will carry out your duties diligently and properly. You will do your best to promote, protect and develop the interests of the Company and its subsidiaries and associate companies and will not knowingly do or willingly permit to be done anything that causes prejudice, loss or injury to the Company or its subsidiaries and associate companies.

8. COMPANY POLICIES AND PROCEDURE

8.1. You shall be required at all times to comply with the Company's rules, policies and procedures as may be amended by the Company from time to time, and the same are to be considered as part of terms and conditions of this Employment Letter. You are also required to comply generally with the standards reasonably expected of an appointment of your nature.

8.2. Without any limitations on your obligations under Clause 8.1 above, you are also required to comply with the Company's disciplinary and grievance procedures which would be applicable to you, a copy of which is available with the Company's HR Department. For the avoidance of any doubt, whilst the Company's disciplinary rules form part of your contract of employment with the Company, the disciplinary and grievance procedures do not and as such, the Company is not under any contractual obligation to apply those procedures in any particular case.

9. ADDITIONAL DUTIES

9.1. You agree and consent that the Company may require you (without additional remuneration) to carry out different or additional duties (including holding any office in the Company, its subsidiaries and associate companies) consistent with your status and position in the Company.

9.2. You agree and consent that the Company may engage another person as a temporary replacement for you and/ or to carry out some or all of the responsibilities of your role on a temporary basis if you are suspended or are otherwise in the reasonable opinion of the Company unable to properly carry out some or all of those responsibilities for any reason.

10. EXCLUSIVE EMPLOYMENT

While employed by the Company, you will not:

10.1. Be an employee of, or be engaged in any other capacity by, any other company or organisation other than the Company, for remuneration and/ or otherwise, whether full time or part time, without the prior written permission from the Company;

10.2. Be involved in any capacity in providing services directly or indirectly to any other person, in respect of any business which is similar to or which does or might reasonably be expected to compete or conflict with any aspect of the business of the Company, its subsidiaries and associate companies or which may otherwise affect the proper and efficient performance of your duties;

10.3. Be entitled to receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any business transacted (whether or not by you) by or on behalf of the Company or its subsidiaries and associate companies. This prohibition also extends to your immediate relatives. If you, any of your immediate relatives or any other company or other business entity in which either you or they are interested directly or indirectly obtain any such discount, rebate, commission or other benefit, you will immediately account to the Company, its subsidiaries and associate companies for the amount received or the value of benefit obtained; and/ or

10.4. Make contact or communicate with any member of the press or media or anyone so connected on behalf of the Company, its subsidiaries and associate companies, or publish any articles or letters or post any content on any Social Media platform on behalf of the Company or its subsidiaries and associate companies other than as required for the purposes of carrying out your duties and in strict compliance with the Company's media policy.

11. INTELLECTUAL PROPERTY

11.1. All intellectual property including but not limited to any discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, logo, copyright and all similar rights or get-up made, discovered or created by you during your employment (whether alone or with others and whether or not in the course of your employment) in connection with or relating to the business of the Company, its subsidiaries or associated companies or capable of being used or adapted for use in it shall belong to and be the absolute property of the Company. If required to do so by the Company (whether during or after the

termination of your employment), you will, at the expense of the Company, promptly execute all instruments and do all things necessary to vest ownership of all other rights, title and interests (including any registered rights in the same) in such discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, logo, copyright and all similar rights or get-up in the Company (or its nominee) absolutely and as sole beneficial owner.

11.2. You acknowledge that your remuneration and all consideration paid to you by the Company, under this Employment Letter and as may be revised from time to time, includes compensation for the assignment (if any) to the Company of all intellectual property rights and that the rights and obligations under this Clause shall continue in force after the termination of this Employment Letter in respect of any intellectual property created during your employment with the Company and shall be binding upon your legal representatives.

12. CONFIDENTIALITY AND NON-DISCLOSURE

12.1. You hereby agree that without the prior written consent of the Company, either during or after the period of employment and except as required by you in the course of your employment, you shall not divulge, directly or indirectly, or otherwise use, disseminate, disclose, reveal, report, copy, transfer, lecture upon or publish articles concerning any confidential information, including but not limited to all and any intellectual property under Clause 11.1 above which may come to your knowledge during the term of your employment and/ or otherwise, and shall maintain complete secrecy in respect of all such confidential information and/ or intellectual property entrusted to you and shall not use or attempt to use such confidential information and/ or intellectual property in any manner which may or may be likely to injure or cause loss either directly or indirectly to the Company or its business. You hereby agree that this restriction shall continue to apply even after the term of your employment with the Company, your termination from employment with the Company and/ or your resignation from the Company without limit as to a point in time, excepting when such confidential information and/ or intellectual property becomes available in the public domain.

12.2. You hereby agree and acknowledge that in the event of your being in violation of Clause 12.1 above, the Company is at liberty to initiate appropriate civil and criminal legal action against you including but not limited to prosecution for data theft and criminal breach of trust.

12.3. For the purposes of this Employment Letter, "confidential information" includes and is not limited to all trade secrets and confidential information relating to the Company, its subsidiaries or associate companies, or their businesses and its or their past, current or prospective clients and suppliers and their respective businesses, and further includes and is not limited to all intellectual property of the company as under Clause 11.1 above.

13. COMPANY'S IMAGE

You will be always alive to the duties and responsibilities attached to your employment and you shall conduct yourself accordingly and protect and project the image of the Company.

14. FALSE RECORDS

14.1. If any document or information furnished by you to the Company is false or if you are, at any time, found to have suppressed any material information, you will be liable for termination without notice.

14.2. Further, this appointment is subject to us receiving satisfactory reports, based on verifications and reference checks done by us.

15. GENERAL

15.1. This Employment Letter and the annexures to this Employment Letter and the various agreements and documents referred to in this Employment Letter constitute the sole record of this Employment Letter between the parties with regard to the subject matter hereof and shall substitute any other agreement/ understanding between the parties in respect of the subject matter of this Employment Letter.

15.2. If any provision of this Employment Letter is held to be illegal, invalid or unenforceable for any reason, such provision may be unenforceable between the parties but without affecting, impairing or invalidating any of the remaining provisions of this Employment Letter which shall continue to be of full force and effect.

15.3. The expiry or termination of this Employment Letter (for any reason) shall not operate to affect any of its provisions which, in accordance with their terms, are expressed to operate or have effect after such expiry or termination.

15.4. Notices must be given by either party by letter or e-mail addressed to the other party at, in the case of the Company its registered office for the time being, and in your case, to your last known address and e-mail address issued by the Company. Notices may also be issued by you to the Company. Any notice given shall be deemed to have been given at the time of delivery to and/ or receipt by the intended recipient.

15.5. This Employment Letter shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts in Pune. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

If the appointment on the above terms and conditions is acceptable to you, you are requested to confirm your acceptance on the above terms and condition by returning one copy of this letter duly signed by you.

Welcome to Bajaj Housing Finance Limited, and wish you a very successful career with the group.

Encl: Annexure

I have fully read and understood the terms of this Employment Letter. I accept the same on the above terms and conditions, and as appointed, I agree to abide by the rules and regulation of the company and will be joining on_____.

Signature : _____

Name : _____

For Bajaj Housing Finance Limited,

Annexure - A

Detailed Salary Structure

Date : 23 Sep 2021
Name : Dhruv Paresh Bavishi
Band : E03

Particulars	Annually	Monthly
Basic	159,000	13,250
House Rent Allowance	79,500	6,625
Special Allowance	240,128	20,011
Statutory Bonus	29,772	2,481
Contributory Provident Fund	21,600	1,800
Fixed Pay	**530,000**	**44,167**
Gratuity	7,648	
Indicative Performance Pay#	132,500	
Total Cost to Company	**670,148**	

#The Indicative Performance Pay amount as per the current performance pay policy may vary depending upon the performance of individual and of the company. The management reserves the rights to amend policy at any point of time.
* The exact sum of all elements may mismatch up to Rs.10/-. In the event there is any enhancement in the total emoluments to be paid to you on account of change in any statute or notification, then the said enhanced payment will be adjusted from the total CTC payable to you as shown hereinabove. In such a case the company will have the right to restructure your emoluments within the specific CTC.

Other Benefits:

- Gratuity Benefit will be provided as per the provisions Payment of Gratuity Act, 1972.
- Provident fund will be provided as per the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- If your employment is terminated by you for any reason prior to completion of twelve months of services, then you will pay back to the Company the entire joining expense incurred if any, by the Company.
- You would be covered under the Group Term Life Insurance scheme, with a sum insured of **Rs. 2,000,000** /- (**Rupees Twenty Lakh only**). Additionally, you would be covered under the Group Accident Insurance Scheme, with a sum insured of **Rs. 2,500,000** /- (**Rupees Twenty-five Lakh only**).
- Further, you would be entitled to a hospitalization claim policy of up to **Rs. 300,000** /- (**Rupees Three Lakh only**) the premium for which will be borne by the Company. You have the option to include spouse, parents, and up to two children (Group subsidized premium borne by the employee).

Name and Signature, confirming acceptance of the above terms and conditions

Signature : _____

Name :

Date :

Candidate ID: 5005582 /956371

Date of Joining: 10/14/2021,

Joining Location: IN Hyderabad,

Designation: Associate Consultant

Dear Shambhavee Jamuar,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 AM IST at IN Hyderabad office, for joining formalities as per the address mentioned below:

Address

Capgemini Technology Services India Limited, IT Park 1, 115/32 & 35, Nanakramguda,
Gachibowli, Hyderabad – 500032, Telangana.

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:
- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

The information contained in this message is proprietary and confidential. Copyright © 2013. All rights reserved by Capgemini.

EMPLOYMENT OFFER LETTER

Capgemini Ref.: 5005582 /956371

10/09/2021

Shambhavee Jamuar,
J-23, OPPOSITE MANAS MANDIR, VIJAY NAGAR, HANUMAN NAGAR, KANKARBAGH, PATNA, BIHAR-800020 , ,
Patna ,Bihar ,
India

Confidential

Dear Shambhavee Jamuar ,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **10/14/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A)Your current designation will be **Associate Consultant/B1**

B)You will be required to work at the Company's offices in location **IN Hyderabad**

C)Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand and Two only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Shambhavee Jamuar

Associate Consultant

Total Cost to Company (CTC). **Rs.750,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 21,648.00	Rs 259,776.00
House Rent Allowance	Rs. 12,989.00	Rs 155,868.00
Other Allowances and Reimbursement - 1 #	Rs. 14818	Rs. 177816
Other Allowances and Reimbursement - 2 #	Rs. 8756	Rs. 105072
Advance Statutory Bonus	Rs. 0.00	Rs. 0.00
Gross monthly salary	**Rs.58,211.00**	**Rs. 698,532.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.2,598.00	Rs.31,176.00
Gratuity (accrual only)		Rs.12,492.00
Total Fixed Compensation		**Rs.742,200.00**
Total Cash Compensation		**Rs. 742,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI	.	Rs.0.00
Total Cost to Company		**Rs. 750,002.00**

#You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements - 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	36000.00
Books and Journals	36000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	39,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.

The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per

proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited, Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time.Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment.The Company reserves the right to revise the probation period depending on your performance and/or other consideration.

2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 14-October-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
      You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Shambhavee Jamuar
Date: 10/09/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. **"Confidential Information"** shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than asnecessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall

return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright

Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing,the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company threemonths' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary,the Company may suspend,dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of(i)fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity,or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property,(iii)your insubordination or failure to comply with the directions given to you by persons so authorized,(iv) your insolvency or conviction for any offence involving moral turpitude,(v)your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force,(vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or(viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization,for ten(10)consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand

delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction,meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

Candidate ID: 5001571 /956375

Date of Joining: 10/07/2021,

Joining Location: IN Hyderabad,

Designation: Associate Consultant

Dear Prachika Singh,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 AM IST at IN Hyderabad office, for joining formalities as per the address mentioned below:

Address

Capgemini Technology Services India Limited, IT Park 1, 115/32 & 35, Nanakramguda,
Gachibowli, Hyderabad – 500032, Telangana.

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:
- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref.: 5001571 /956375

09/30/2021

Prachika Singh,
Madhopur, Anand Nagar ,
Ballia ,Uttar Pradesh ,
India

Confidential

Dear Prachika Singh ,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **10/07/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A)Your current designation will be **Associate Consultant/B1**

B)You will be required to work at the Company's offices in location **IN Hyderabad**

C)Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand and Two only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Prachika Singh

Associate Consultant

Total Cost to Company (CTC). **Rs.750,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 21,648.00	Rs 259,776.00
House Rent Allowance	Rs. 12,989.00	Rs 155,868.00
Other Allowances and Reimbursement - 1 #	Rs. 14818	Rs. 177816
Other Allowances and Reimbursement - 2 #	Rs. 8756	Rs. 105072
Advance Statutory Bonus	Rs. 0.00	Rs. 0.00
Gross monthly salary	**Rs.58,211.00**	**Rs. 698,532.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.2,598.00	Rs.31,176.00
Gratuity (accrual only)		Rs.12,492.00
Total Fixed Compensation		**Rs.742,200.00**
Total Cash Compensation		**Rs. 742,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI	.	Rs.0.00
Total Cost to Company		**Rs. 750,002.00**

#You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements - 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	36000.00
Books and Journals	36000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	39,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.

The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per

proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited, Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time.Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment.The Company reserves the right to revise the probation period depending on your performance and/or other consideration.

2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 7-October-2021 our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
      You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Prachika Singh
Date: 09/30/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. **"Confidential Information"** shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than asnecessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall

return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright

Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing,the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company threemonths' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary,the Company may suspend,dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of(i)fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity,or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property,(iii)your insubordination or failure to comply with the directions given to you by persons so authorized,(iv) your insolvency or conviction for any offence involving moral turpitude,(v)your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force,(vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or(viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization,for ten(10)consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand

delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction,meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

Candidate ID: 5002283 /956368,

Date of Joining: 10/07/2021,

Joining Location: IN Hyderabad,

Designation: Associate Consultant,

Dear Siva Jyothirmayei Guttula,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 AM IST at IN Hyderabad office, for joining formalities as per the address mentioned below:

Address

Capgemini Technology Services India Limited, IT Park 1, 115/32 & 35, Nanakramguda,
Gachibowli, Hyderabad – 500032, Telangana.

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:
- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 5002283 /956368,

09/28/2021,

Siva Jyothirmayei Guttula
Door no: 69-7-20/B, opp Boat club, Seetaram nagar,,
Kakinada ,,
India

Confidential

Dear Siva Jyothirmayei Guttula,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **10/07/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Associate Consultant/B1**

B) You will be required to work at the Company's offices in location **IN Hyderabad**

C) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand and Two only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Siva Jyothirmayei Guttula

Associate Consultant

Total Cost to Company (CTC). **Rs.750,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 21,648.00	Rs 259,776.00
House Rent Allowance	Rs. 12,989.00	Rs 155,868.00
Other Allowances and Reimbursements – 1 #	Rs. 14818	Rs.177816
Other Allowances and Reimbursements – 2 +	Rs. 8756	Rs. 105072
Advance Statutory Bonus	Rs. 0.00	Rs. 0.00
Gross monthly salary	**Rs.58,211.00**	**Rs. 698,532.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.2,598.00	Rs.31,176.00
Gratuity (accrual only)		Rs.12,492.00
Total Fixed Compensation		**Rs.742,200.00**
Annual Variable Compensation **		Rs.0.00
Total Cash Compensation		**Rs. 742,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00
Total Cost to Company		**Rs. 750,002.00**

You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	36000.00
Books and Journals	36000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	39,600.00
National Pension System	

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on

changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.
The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components

** Annual Variable Compensation Payout will be as per the Variable Compensation Scheme; Annual Variable Compensation payout can range from 0 to the amount mentioned above.

\# All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.

\+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

4. Variable Compensation (Performance Bonus)- You will be eligible to participate in the Company's Performance Bonus as per the Company policy. You will be eligible to participate in the variable compensation scheme subject to you joining the Company on or before 30th September in a given year.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

b.) The Performance Bonus referred above may include any statutory bonus mandated by applicable law.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment.The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

   a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 07-October-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
   You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen(15)days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Siva Jyothirmayei Guttula

Date: 09/28/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

Candidate ID: 5017899 /956381

Date of Joining: 10/07/2021,

Joining Location: IN Hyderabad,

Designation: Associate Consultant

Dear Richa Jagyasi,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 AM IST at IN Hyderabad office, for joining formalities as per the address mentioned below:

Address

Capgemini Technology Services India Limited, IT Park 1, 115/32 & 35, Nanakramguda,
Gachibowli, Hyderabad – 500032, Telangana.

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:
- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref.: 5017899 /956381

09/28/2021

Richa Jagyasi,
Bag Gallery, Mission Road, Sundargarh , ,
Sundargarh ,Odisha ,
India

Confidential

Dear Richa Jagyasi ,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **10/07/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A)Your current designation will be **Associate Consultant/B1**

B)You will be required to work at the Company's offices in location **IN Hyderabad**

C)Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand and Two only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Richa Jagyasi

Associate Consultant

Total Cost to Company (CTC). **Rs.750,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 21,648.00	Rs 259,776.00
House Rent Allowance	Rs. 12,989.00	Rs 155,868.00
Other Allowances and Reimbursement - 1 #	Rs. 14818	Rs. 177816
Other Allowances and Reimbursement - 2 #	Rs. 8756	Rs. 105072
Advance Statutory Bonus	Rs. 0.00	Rs. 0.00
Gross monthly salary	**Rs.58,211.00**	**Rs. 698,532.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.2,598.00	Rs.31,176.00
Gratuity (accrual only)		Rs.12,492.00
Total Fixed Compensation		**Rs.742,200.00**
Total Cash Compensation		**Rs. 742,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI	.	Rs.0.00
Total Cost to Company		**Rs. 750,002.00**

#You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements - 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	36000.00
Books and Journals	36000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	39,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.

The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per

proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited, Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time.Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment.The Company reserves the right to revise the probation period depending on your performance and/or other consideration.

2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 7-October-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
      You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Richa Jagyasi
Date: 09/28/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. **"Confidential Information"** shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than asnecessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall

return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright

Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing,the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company threemonths' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary,the Company may suspend,dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of(i)fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity,or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property,(iii)your insubordination or failure to comply with the directions given to you by persons so authorized,(iv) your insolvency or conviction for any offence involving moral turpitude,(v)your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force,(vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or(viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization,for ten(10)consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand

delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction,meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

HDFC BANK
We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

HDFC Bank Ltd.

August 25, 2021

Applicant No.34761

Name : Rishi Bhatia
Grade : Management Trainee
Vertical : INFRASTRUCTURE FINANCE
Location : Bangalore
Contact No : 8505859043

	Per Month (Rs)	Per Annum (Rs)
Base	17,000	2,04,000
Other Allowance	33,870	4,06,440
City Allowance *	2,750	33,000
Medical	1,250	15,000
Conveyance	1,600	19,200
Lunch Allowance	910	10,920
Provident Fund		24,480
Gross	57,380	7,13,040

Note: City Allowance - Linked to place of posting.

Welcome to the HDFC Bank family.

www.hdfcbank.com

Regd. Office: HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.
Corporate Identity No.: L65920MH1994PLC080618

HDFC BANK
We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Personal & Confidential

August 25, 2021

34761

Rishi Bhatia

Bangalore

Dear Rishi,

Further to the interview and discussion you had with us, we are pleased to offer you the position of **RM-IFG** in HDFC Bank subject to the following terms and conditions:

Compensation:

Your annual compensation package will be as set out below:

Base salary	**: Rs. 2,04,000/- p.a.**
Allowance	**: Rs. 4,06,440/- p.a.**
Medical	**: Rs. 15,000/- p.a.**
Conveyance	**: Rs. 19,200/- p.a.**
Lunch Allowance	**: Rs. 10,920/- p.a.**
Provident Fund	: You will be covered under the Bank's Provident Fund Trust. The Bank will contribute 12% of your Base salary per month to this trust.

Training Period:

The duration of your training will be for a period of twelve months from the date of joining. It is at the sole discretion of the Management to extend the period of training or modify/alter the terms of this contract on the basis of your performance, suitability and/or for any other reason/s whatsoever, on such terms and conditions as determined by the Bank.

Location:

Your initial place of posting will be **Bangalore**. Your final place of posting will be intimated to you subsequently. However, the Bank reserves the right to transfer you to anyother Office/Branch, Subsidiary or Associate Company of the Bank, in India, that is inexistence or may come into existence at a future date.

Termination of Contract:

This contract can be terminated by the Bank or by you at the discretion of the management, either by giving one month's notice in writing or one month's emoluments in lieu of notice.

Secrecy:

It is a condition of your training that you will not, for whatever reason, divulge without express written authority from the Management, any information relating to the Bank or any of its constituents or employees, as received by you in the course of your employment and after the cessation of your training with the Bank.

Alternative Employment:

During the course of your training with the Bank, you will not engage yourself directly or indirectly in any trade, business, occupation, employment, service or calling whether for remuneration or otherwise, without the prior written consent of the Bank.

Maternity Benefits:

a) All women employees of the Bank, irrespective of their tenure shall be eligible for Maternity Leave. The Bank shall allow 26 weeks of paid Maternity leave to its women employees, of which, not more than 8 weeks to precede the date of her expected delivery. The maximum period entitled for maternity benefit by a woman having two or more than two surviving children shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.

b) The employee shall be also eligible for leave with pay for a period of 6 weeks in the event of a miscarriage or medical termination of pregnancy.

c) In case of tubectomy operation, a woman employee is entitled for leave for a period of 2 weeks immediately following the day of her tubectomy operation.

d) The Bank shall additionally provide leave with pay for a maximum period of one month for Illness arising out of Pregnancy, delivery, premature birth of the child, miscarriage, medical termination of pregnancy or tubectomy. This benefit is allowed subject to production of Medical Certificate.

e) A woman employee who legally adopts a child below the age of three months or a commissioning mother, shall be entitled to maternity leave with pay for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be. The maximum period of maternity leave entitled to a woman employee legally adopting a child of over three months old and below the age of 6 years shall be eight weeks.

f) In cases where a woman employee is not able to resume her duties at the end of Maternity Leave on account of medical / health reasons, she may be allowed to work from home for a period not exceeding 30 days subject to approval of concerned Group Head and CHRO provided the nature of work is such that she may work from home.

Creche facility:

a) The Bank will provide crèche facility in line with regulatory guidelines. The offices /locations where such facilities would be made available and the applicable terms and conditions would be notified in the Employee Portal of the Bank.

HDFC BANK
We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Conditions Precedent:

The offer is made to you subject to the following pre-conditions:

a) The Bank receiving attested copies of all your degrees, professional qualifications certificates and documents of scholarships/prizes won, if any.

b) Your successful completion of Graduate/Post Graduate/Professional course which is currently ongoing for which you have been interviewed and offered.

c) The Self Declaration given by you in respect of your medical fitness is in order.

The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the Bank and with regard to any dispute arising thereof, the Mumbai Courts will have exclusive jurisdiction.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in acts of Commission/Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

Kindly note that you are required to join the Bank as per the joining date agreed basis our discussion not exceeding 90 days from the issuance of the letter. You are required to give acceptance of the offer & above terms and conditions of employment immediately on receipt of this offer letter. This offer letter will be valid for a maximum of 90 days from the date of this letter.

We welcome you to HDFC BANK and look forward to having a long and mutually beneficial association with you.

Yours truly,

For HDFC BANK LIMITED

(Digitally Signed by **Ritesh Gupta**)

This communication is computer generated and may not contain signature. Where sent by email, this is signed with the digital signature of the HDFC Bank Ltd - which is obtained from a certifying authority under the Information Technology Act, 2000.

Digitally signed by DS HDFC BANK
LIMITED HUMAN RESOURCES
Date: 2021.08.25 17:19:18 +05:30

Applicant No. 34761

HDFC BANK
We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Conditions Precedent:

The offer is made to you subject to the following pre-conditions:

a) The Bank receiving attested copies of all your degrees, professional qualifications certificates and documents of scholarships/prizes won, if any.

b) Your successful completion of Graduate/Post Graduate/Professional course which is currently ongoing for which you have been interviewed and offered.

c) The Self Declaration given by you in respect of your medical fitness is in order.

The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the Bank and with regard to any dispute arising thereof, the Mumbai Courts will have exclusive jurisdiction.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in acts of Commission/Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

Kindly note that you are required to join the Bank as per the joining date agreed basis our discussion not exceeding 90 days from the issuance of the letter. You are required to give acceptance of the offer & above terms and conditions of employment immediately on receipt of this offer letter. This offer letter will be valid for a maximum of 90 days from the date of this letter.

We welcome you to HDFC BANK and look forward to having a long and mutually beneficial association with you.

Yours truly,

For HDFC BANK LIMITED

(Digitally Signed by **Ritesh Gupta**)

This communication is computer generated and may not contain signature. Where sent by email, this is signed with the digital signature of the HDFC Bank Ltd - which is obtained from a certifying authority under the Information Technology Act, 2000.

Digitally signed by DS HDFC BANK
LIMITED HUMAN RESOURCES
Date: 2021.08.25 20:29:59 +05:30

Applicant No. 34609

Secrecy:

It is a condition of your training that you will not, for whatever reason, divulge without express written authority from the Management, any information relating to the Bank or any of its constituents or employees, as received by you in the course of your employment and after the cessation of your training with the Bank.

Alternative Employment:

During the course of your training with the Bank, you will not engage yourself directly or indirectly in any trade, business, occupation, employment, service or calling whether for remuneration or otherwise, without the prior written consent of the Bank.

Maternity Benefits:

a) All women employees of the Bank, irrespective of their tenure shall be eligible for Maternity Leave. The Bank shall allow 26 weeks of paid Maternity leave to its women employees, of which, not more than 8 weeks to precede the date of her expected delivery. The maximum period entitled for maternity benefit by a woman having two or more than two surviving children shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.

b) The employee shall be also eligible for leave with pay for a period of 6 weeks in the event of a miscarriage or medical termination of pregnancy.

c) In case of tubectomy operation, a woman employee is entitled for leave for a period of 2 weeks immediately following the day of her tubectomy operation.

d) The Bank shall additionally provide leave with pay for a maximum period of one month for Illness arising out of Pregnancy, delivery, premature birth of the child, miscarriage, medical termination of pregnancy or tubectomy. This benefit is allowed subject to production of Medical Certificate.

e) A woman employee who legally adopts a child below the age of three months or a commissioning mother, shall be entitled to maternity leave with pay for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be. The maximum period of maternity leave entitled to a woman employee legally adopting a child of over three months old and below the age of 6 years shall be eight weeks.

f) In cases where a woman employee is not able to resume her duties at the end of Maternity Leave on account of medical / health reasons, she may be allowed to work from home for a period not exceeding 30 days subject to approval of concerned Group Head and CHRO provided the nature of work is such that she may work from home.

Creche facility:

a) The Bank will provide crèche facility in line with regulatory guidelines. The offices /locations where such facilities would be made available and the applicable terms and conditions would be notified in the Employee Portal of the Bank.

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HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Personal & Confidential

August 25, 2021

34609

V S Akhil Kishan Peddireddy

Hyderabad

Dear V S Akhil Kishan,

Further to the interview and discussion you had with us, we are pleased to offer you the position of **RM-IFG** in HDFC Bank subject to the following terms and conditions:

Compensation:

Your annual compensation package will be as set out below:

Base salary	**: Rs. 2,04,000/- p.a.**
Allowance	**: Rs. 4,06,440/- p.a.**
Medical	**: Rs. 15,000/- p.a.**
Conveyance	**: Rs. 19,200/- p.a.**
Lunch Allowance	**: Rs. 10,920/- p.a.**
Provident Fund	: You will be covered under the Bank's Provident Fund Trust. The Bank will contribute 12% of your Base salary per month to this trust.

Training Period:

The duration of your training will be for a period of twelve months from the date of joining. It is at the sole discretion of the Management to extend the period of training or modify/alter the terms of this contract on the basis of your performance, suitability and/or for any other reason/s whatsoever, on such terms and conditions as determined by the Bank.

Location:

Your initial place of posting will be **Hyderabad**. Your final place of posting will be intimated to you subsequently. However, the Bank reserves the right to transfer you to anyother Office/Branch, Subsidiary or Associate Company of the Bank, in India, that is inexistence or may come into existence at a future date.

Termination of Contract:

This contract can be terminated by the Bank or by you at the discretion of the management, either by giving one month's notice in writing or one month's emoluments in lieu of notice.

www.hdfcbank.com

Regd. Office: HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.

Corporate Identity No.: L65920MH1994PLC080618

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We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

HDFC Bank Ltd.

August 25, 2021

Applicant No.34609

Name : V S Akhil Kishan Peddireddy

Grade : Management Trainee

Vertical : INFRASTRUCTURE FINANCE

Location : Hyderabad

Contact No : 9490123413

	Per Month (Rs)	Per Annum (Rs)
Base	17,000	2,04,000
Other Allowance	33,870	4,06,440
City Allowance *	2,000	24,000
Medical	1,250	15,000
Conveyance	1,600	19,200
Lunch Allowance	910	10,920
Provident Fund		24,480
Gross	56,630	7,04,040

Note: City Allowance - Linked to place of posting.

Welcome to the HDFC Bank family.

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Mumbai - 400 013.

HDFC Bank Ltd.

September 09, 2021

Applicant No.32632

Name : Naga Pavan Vasamsetti

Grade : Management Trainee

Vertical : INFRASTRUCTURE FINANCE

Location : Hyderabad

Contact No : 9959192303

	Per Month (Rs)	Per Annum (Rs)
Base	17,000	2,04,000
Other Allowance	33,870	4,06,440
City Allowance *	2,000	24,000
Medical	1,250	15,000
Conveyance	1,600	19,200
Lunch Allowance	910	10,920
Provident Fund		24,480
Gross	56,630	7,04,040

Note: City Allowance - Linked to place of posting.

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Corporate Identity No.: L65920MH1994PLC080618

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Personal & Confidential

September 09, 2021

32632

Naga Pavan Vasamsetti

Hyderabad

Dear Naga Pavan,

Further to the interview and discussion you had with us, we are pleased to offer you the position of **RM-IFG** in HDFC Bank subject to the following terms and conditions:

Compensation:

Your annual compensation package will be as set out below:

Base salary	**: Rs. 2,04,000/- p.a.**
Allowance	**: Rs. 4,06,440/- p.a.**
Medical	**: Rs. 15,000/- p.a.**
Conveyance	**: Rs. 19,200/- p.a.**
Lunch Allowance	**: Rs. 10,920/- p.a.**
Provident Fund	: You will be covered under the Bank's Provident Fund Trust. The Bank will contribute 12% of your Base salary per month to this trust.

Training Period:

The duration of your training will be for a period of twelve months from the date of joining. It is at the sole discretion of the Management to extend the period of training or modify/alter the terms of this contract on the basis of your performance, suitability and/or for any other reason/s whatsoever, on such terms and conditions as determined by the Bank.

Location:

Your initial place of posting will be **Hyderabad**. Your final place of posting will be intimated to you subsequently. However, the Bank reserves the right to transfer you to anyother Office/Branch, Subsidiary or Associate Company of the Bank, in India, that is inexistence or may come into existence at a future date.

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Corporate Identity No.: L65920MH1994PLC080618

Secrecy:

It is a condition of your training that you will not, for whatever reason, divulge without express written authority from the Management, any information relating to the Bank or any of its constituents or employees, as received by you in the course of your employment and after the cessation of your training with the Bank.

Alternative Employment:

During the course of your training with the Bank, you will not engage yourself directly or indirectly in any trade, business, occupation, employment, service or calling whether for remuneration or otherwise, without the prior written consent of the Bank.

Maternity Benefits:

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b) The employee shall be also eligible for leave with pay for a period of 6 weeks in the event of a miscarriage or medical termination of pregnancy.

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Creche facility:

a) The Bank will provide crèche facility in line with regulatory guidelines. The offices /locations where such facilities would be made available and the applicable terms and conditions would be notified in the Employee Portal of the Bank.

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We understand your world

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Lower Parel (West),
Mumbai - 400 013.

Conditions Precedent:

The offer is made to you subject to the following pre-conditions:

a) The Bank receiving attested copies of all your degrees, professional qualifications certificates and documents of scholarships/prizes won, if any.

b) Your successful completion of Graduate/Post Graduate/Professional course which is currently ongoing for which you have been interviewed and offered.

c) The Self Declaration given by you in respect of your medical fitness is in order.

The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the Bank and with regard to any dispute arising thereof, the Mumbai Courts will have exclusive jurisdiction.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in acts of Commission/Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

Kindly note that you are required to join the Bank as per the joining date agreed basis our discussion not exceeding 90 days from the issuance of the letter. You are required to give acceptance of the offer & above terms and conditions of employment immediately on receipt of this offer letter. This offer letter will be valid for a maximum of 90 days from the date of this letter.

We welcome you to HDFC BANK and look forward to having a long and mutually beneficial association with you.

Yours truly,

For HDFC BANK LIMITED

(Digitally Signed by **Ritesh Gupta**)

This communication is computer generated and may not contain signature. Where sent by email, this is signed with the digital signature of the HDFC Bank Ltd - which is obtained from a certifying authority under the Information Technology Act, 2000.

Kakinada SEZ Limited

aurobindo REALTY
INFUSING LIFE TO SPACES

08th October 2021

To,
Mr. Yugal Maskey,
Type 5, Taps Colony, Pasthal, Salgaon,
Tarapur Apt, Thane, Maharashtra - 401504

Sub: Offer letter

Mr. Yugal,

Based on your profile and interview, we are pleased to offer you a position of **"Management Trainee – Business Development"** at Grade **"E-2"**. Your annual CTC will be ***Rs. 5,50,008/-***. Given below is the detailed breakup of your compensation-

Salary Components	Monthly (In INR)	YTD (In INR)
Basic	27,042	3,24,504
HRA	11,304	1,35,648
TRA	1,600	19,200
LTA	2,254	27,048
Medical Allowance	1,250	15,000
Bonus	584	7,008
Gross	**44,034**	**5,28,408**
Provident Fund	1,800	21,600
Total CTC	**45,834**	**5,50,008**
PF	1800	21600
Professional Tax	200	2400
Net Pay	**42,034**	**5,04,408**

Note: Income Tax liabilities arising out of the above compensation as per income tax act will be to your account.

In addition to the above compensation you are also eligible for the following benefits and conditions as per policy:

- **Group Mediclaim:** As per policy on contribution basis covering self and family.
- **Group Personal Accidental Policy**
- **Group Term Life Insurance**

The date of joining would be on **11th October 2021.** As a token of acceptance of our offer please confirm the same through a return mail in next 48 hours. The offer stands withdrawn thereafter unless the date is extended and communicated by us in writing.

We look forward to a mutually rewarding relationship.

Yours faithfully,
For **Kakinada SEZ Limited.**

Authorized Signatory

Accepted & Agreed

Signature.....

Name:

MANTRA TECHNOLOGIES

25 April 2021

Aysuh Dubey
Hyderabad

Employment Offer

Dear Ayush,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Digital Marketing** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 26 April 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Ayush,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Digital Marketing** on the following terms.

Responsibilities: As **Trainee – Digital Marketing** you will render all duties as discussed. A brief outline of the key job functions is

- Develop product positioning and messaging that resonates with customers and differentiates our organization in the market
- Conceptualize and create product content for a variety of platforms
- Be the expert on the customer, industry trends, and the competitors in the market
- Communicate value proposition and provide high-value marketing collaterals
- Drive adoption of the product and features in the market
- Create high quality listings of the products in various platforms
- List products in various software review sites
- Generate reviews for the listings and reviews
- Create engagement by answering user queries in Quora and other platforms for our products

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in

writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies, and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Ayush Dubey
Designation: Trainee – Digital Marketing

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

Ayush Dubey <dubey.ayush16@gmail.com> Mon, Apr 26, 2021 at 9:34 PM
To: Raj Kishore Nayak IBS placement Officer <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Sun, 25 Apr 2021, 19:21
Subject: Employment Offer_Mantra Technologies
To: <dubey.ayush16@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Ayush,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Digital Marketing
Joining Date	: 26 April 21 (Monday)
Reporting time	: 10 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (949 002 5665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94 94 94 0850
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Ayush Dubey_Trainee DM.pdf
118K

MANTRA TECHNOLOGIES

26 March 2021

Bhagyaraj Reddy Dera
Hyderabad

Employment Offer

Dear Bhagyaraj,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 29 March 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Bhagyaraj,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
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Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

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6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

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By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

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Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

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Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Bhagyaraj Reddy Dera
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Re: Interested Students Profile-IBS Hyderabad

Sridhar Atyam <sridhar.atyam@500apps.com> Wed, Mar 24, 2021 at 8:38 PM
To: triveni.agarwal19@ibsindia.org, rajkishore@ibsindia.org
Cc: "TAG@MANTRAGROUP.COM" <tag@mantragroup.com>, Chakradhar Kalapureddy <chakradhar.kalapureddy@mantragroup.com>

Hi Triveni

Thank you for the coordination and support.

Please find below the names of selected students for BA- Trainee Position with us.

Name of the Student
Veerabathini Sai Sharan
Hareen Sankar
Bhagyaraj Reddy
Doli Snigdha

Other details of the offer are:
1) CTC would be 6 LPA
2) Should give a commitment of 2 Years from Date of Joining
3) Date of Joining would be 29 March 2021 and should be working from Office
4) All students have to submit the following documents in a zip folder by tomorrow 1 PM.

- Identity Proofs: Aadhar Card & PAN Copy
- Educational documents : Class 10th on wards, both mark sheets and certificates till MBA
- Recommendation Letters: Please share the 2 recommendation letters, one should be your project guide and Professor

We shall release the offer letters individually to their emails, subject to receipt of all the above documents.

Please revert incase you need any further clarifications.

---------- Forwarded message ---------
From: **TRIVENI AGARWAL** <triveni.agarwal19@ibsindia.org>
Date: Thu, Mar 11, 2021 at 12:25 PM
Subject: Interested Students Profile-IBS Hyderabad
To: <chakradhar.kalapureddy@mantragroup.com>

Greetings of the day.

Good Morning. At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

MANTRA TECHNOLOGIES

26 March 2021

Hareen Sankar Karanam
Hyderabad

Employment Offer

Dear Sankar,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 29 March 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Sankar,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Hareen Sankar Karanam
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Re: Interested Students Profile-IBS Hyderabad

Sridhar Atyam <sridhar.atyam@500apps.com> Wed, Mar 24, 2021 at 8:38 PM
To: triveni.agarwal19@ibsindia.org, rajkishore@ibsindia.org
Cc: "TAG@MANTRAGROUP.COM" <tag@mantragroup.com>, Chakradhar Kalapureddy <chakradhar.kalapureddy@mantragroup.com>

Hi Triveni

Thank you for the coordination and support.

Please find below the names of selected students for BA- Trainee Position with us.

Name of the Student
Veerabathini Sai Sharan
Hareen Sankar
Bhagyaraj Reddy
Doli Snigdha

Other details of the offer are:
1) CTC would be 6 LPA
2) Should give a commitment of 2 Years from Date of Joining
3) Date of Joining would be 29 March 2021 and should be working from Office
4) All students have to submit the following documents in a zip folder by tomorrow 1 PM.

- Identity Proofs: Aadhar Card & PAN Copy
- Educational documents : Class 10th on wards, both mark sheets and certificates till MBA
- Recommendation Letters: Please share the 2 recommendation letters, one should be your project guide and Professor

We shall release the offer letters individually to their emails, subject to receipt of all the above documents.

Please revert incase you need any further clarifications.

---------- Forwarded message ---------
From: **TRIVENI AGARWAL** <triveni.agarwal19@ibsindia.org>
Date: Thu, Mar 11, 2021 at 12:25 PM
Subject: Interested Students Profile-IBS Hyderabad
To: <chakradhar.kalapureddy@mantragroup.com>

Greetings of the day.

Good Morning. At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

MANTRA TECHNOLOGIES

19 May 2021

Joel Andrews Abraham
Hyderabad

Employment Offer

Dear Joel,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Thursday, 20 May 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Joel,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Joel Andrews Abraham
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

joel andrews abraham <joelandrewsa@gmail.com> Mon, Aug 16, 2021 at 12:31 PM
To: rajkishore@ibsindia.org

Greetings of the day.
Hope you are doing well. Please find the route mail of my Employement Offer letter of Mantra Technologies Private limited for your reference.
Yours Sincerely,
Joel Andrews

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Wed, 19 May 2021, 6:43 pm
Subject: Employment Offer_Mantra Technologies
To: joel andrews abraham <joelandrewsa@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Joel,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Business Analyst
Joining Date	: 20 May 21 (Thursday)
Reporting time	: 11 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (94900 25665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Joel Andrews Abraham_ BA Trainee.pdf
117K

MANTRA TECHNOLOGIES

26 March 2021

Sai Sharan Verrabathini
Hyderabad

Employment Offer

Dear Sai Sharan,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 29 March 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Sai Sharan,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Sai Sharan Verrabathini
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS® ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Re: Interested Students Profile-IBS Hyderabad

Sridhar Atyam <sridhar.atyam@500apps.com> Wed, Mar 24, 2021 at 8:38 PM
To: triveni.agarwal19@ibsindia.org, rajkishore@ibsindia.org
Cc: "TAG@MANTRAGROUP.COM" <tag@mantragroup.com>, Chakradhar Kalapureddy <chakradhar.kalapureddy@mantragroup.com>

Hi Triveni

Thank you for the coordination and support.

Please find below the names of selected students for BA- Trainee Position with us.

Name of the Student
Veerabathini Sai Sharan
Hareen Sankar
Bhagyaraj Reddy
Doli Snigdha

Other details of the offer are:
1) CTC would be 6 LPA
2) Should give a commitment of 2 Years from Date of Joining
3) Date of Joining would be 29 March 2021 and should be working from Office
4) All students have to submit the following documents in a zip folder by tomorrow 1 PM.

- Identity Proofs: Aadhar Card & PAN Copy
- Educational documents : Class 10th on wards, both mark sheets and certificates till MBA
- Recommendation Letters: Please share the 2 recommendation letters, one should be your project guide and Professor

We shall release the offer letters individually to their emails, subject to receipt of all the above documents.

Please revert incase you need any further clarifications.

---------- Forwarded message ---------
From: **TRIVENI AGARWAL** <triveni.agarwal19@ibsindia.org>
Date: Thu, Mar 11, 2021 at 12:25 PM
Subject: Interested Students Profile-IBS Hyderabad
To: <chakradhar.kalapureddy@mantragroup.com>

Greetings of the day.

Good Morning. At the very outset, we thank you profusely for showing your interest in our institute for Campus Recruitment and sharing the requirement. Apropos our notification, Please find attached the profiles of interested students for your kind perusal and necessary action.

MANTRA TECHNOLOGIES

19 May 2021

Sairam Karri
Hyderabad

Employment Offer

Dear Sairam,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Thursday, 20 May 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Sairam,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Sairam Karri
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

Sairam Karri <sairam.karri1996@gmail.com> Mon, Aug 16, 2021 at 10:19 AM
To: rajkishore@ibsindia.org

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Wed, May 19, 2021 at 6:44 PM
Subject: Employment Offer_Mantra Technologies
To: <sairam.karri1996@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Sairam,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Business Analyst
Joining Date	: 20 May 21 (Thursday)
Reporting time	: 11 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (94900 25665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Sairam Karri_BA Trainee.pdf
117K

MANTRA TECHNOLOGIES

19 May 2021

Sanjeevani Sachdeva
Hyderabad

Employment Offer

Dear Sanjeevani,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Thursday, 20 May 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Sanjeevani,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

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6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Sanjeevani Sachdeva
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

sanjeevani sachdeva <sachdeva95sanjeevani@gmail.com> Mon, Aug 2, 2021 at 11:07 AM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Wed, 19 May, 2021, 6:44 PM
Subject: Employment Offer_Mantra Technologies
To: sanjeevani sachdeva <sachdeva95sanjeevani@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Sanjeevani,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Business Analyst
Joining Date	: 20 May 21 (Thursday)
Reporting time	: 11 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (94900 25665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Sanjeevani Sachdeva_BA Trainee.pdf
117K

MANTRA TECHNOLOGIES

25 April 2021

Shubham Agrawal
Hyderabad

Employment Offer

Dear Shubham,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Digital Marketing** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 26 April 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 500,000/- (Rupees Five Lakhs only),** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Shubham,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Digital Marketing** on the following terms.

Responsibilities: As **Trainee – Digital Marketing** you will render all duties as discussed. A brief outline of the key job functions is

- Develop product positioning and messaging that resonates with customers and differentiates our organization in the market
- Conceptualize and create product content for a variety of platforms
- Be the expert on the customer, industry trends, and the competitors in the market
- Communicate value proposition and provide high-value marketing collaterals
- Drive adoption of the product and features in the market
- Create high quality listings of the products in various platforms
- List products in various software review sites
- Generate reviews for the listings and reviews
- Create engagement by answering user queries in Quora and other platforms for our products

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 500,000/- (Rupees Five Lakhs only).** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies, and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Shubham Agrawal
Designation: Trainee – Digital Marketing

Your annual CTC would be **INR 500,000/- (Rupees Five Lakhs only).**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	15,713	188,558
HRA (30% of Basic)	Monthly	4,714	56,567
DA (50% of Basic)	Monthly	7,857	94,279
Transport Allowance (15% of Basic)	Monthly	2,357	28,284
Medical Allowance (15% of Basic)	Monthly	2,357	28,284
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,143	37,712
Special allowance	Monthly	1,257	15,085
Books & Periodicals	Monthly	1,257	15,085
Entertainment Allowance (10% of Basic)	Monthly	629	7,542
Total Basket Pay		**6,285**	**75,423**
Gross Pay – 'A'		**39,283**	**471,396**
Company Paid Standard Benefits - 'B'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'C'			**13,604**
Total CTC (A+B+C)			**500,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

fit india <shubhagw@gmail.com> Mon, Apr 26, 2021 at 9:39 PM
To: rajkishore@ibsindia.org

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Sun, Apr 25, 2021 at 7:19 PM
Subject: Employment Offer_Mantra Technologies
To: <shubhagw@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Shubham,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Digital Marketing
Joining Date	: 26 April 21 (Monday)
Reporting time	: 10 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (949 002 5665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94 94 94 0850
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Shubham Agrawal_Trainee DM.pdf
117K

MANTRA TECHNOLOGIES

02 April 2021

Siddhardha Talluri
Hyderabad

Employment Offer

Dear Siddhardha,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 05 April 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Siddhardha,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

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Initial:
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Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Siddhardha Talluri
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

talluri siddhartha <tsiddhartha30@gmail.com> Sun, May 2, 2021 at 10:22 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

Respected Sir,

Please find the email.
---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Fri, Apr 2, 2021 at 5:15 PM
Subject: Employment Offer_Mantra Technologies
To: <tsiddhartha30@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Siddhardha,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Business Analyst
Joining Date	: 05 April 21 (Monday)
Reporting time	: 10 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad.
Report to	: Mr. Sridhar (9494940850)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94 94 94 0850
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Siddhardha Talluri_BA Trainee.pdf
117K

MANTRA TECHNOLOGIES

19 May 2021

Sourav Pramanick
Hyderabad

Employment Offer

Dear Sourav,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Thursday, 20 May 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Sourav,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Sourav Pramanick
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Thu, May 20, 2021 at 8:15 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **sourav pramanick** <souravpramanick96@gmail.com>
Date: Thu, 20 May 2021 at 7:36 PM
Subject: Fwd: Employment Offer_Mantra Technologies
To: TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org>

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Wed, 19 May, 2021, 7:05 pm
Subject: Re: Employment Offer_Mantra Technologies
To: <souravpramanick96@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Hi Sourav,

Please find the updated offer letter attached.

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

On Wed, May 19, 2021 at 6:41 PM Sridhar Atyam <sridhar.atyam@500apps.com> wrote:

> Dear Sourav,
>
> **Congratulations on your selection with Mantra Technologies**!!
>
> We would be happy to onboard you.
>
> Please see your joining details below.
>
> **Designation** : Trainee - Business Analyst
>
> **Joining Date** : 20 May 21 (Thursday)
>
> **Reporting time** : 11 AM IST

Joining Venue : Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)

Report to : Mr. Sridhar (94900 25665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs : Aadhar card and PAN card copy
2. Professional docs : All previous company's offer and relieving letters, if applicable
3. Educational documents : Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs : 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Sourav Pramanik_BA Trainee.pdf
116K

MANTRA TECHNOLOGIES

22 May 2021

Surili Mathur
Hyderabad

Employment Offer

Dear Surili,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Monday, 24 May 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Surili,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

10. Covenant Not to Compete: In the course of your duties at Mantra Technologies, you may have frequent contact and interaction with the customers, and it is deemed that the relationships between the company and its customers are significant assets developed through substantial investment of resources. During your tenure with the company, you will have access to information about the company's proprietary technology, it's use, products, plans and strategies,

and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

11. Non-Interface with employees: During your employment with Mantra Technologies and for a period of two years after the termination of your employment (whether initiated by you or Mantra Technologies), you will not attempt to persuade or hire or influence any then-existing employee to terminate his or her employment with Mantra Technologies.

12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Surili Mathur
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

TRIVENI AGARWAL <triveni.agarwal19@ibsindia.org> Sat, May 22, 2021 at 5:39 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Sat, 22 May 2021 at 5:24 PM
Subject: Employment Offer_Mantra Technologies
To: Surili Mathur <surilimathur95@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Surili,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Business Analyst
Joining Date	: 24 May 21 (Monday)
Reporting time	: 11 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (94900 25665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Surili Mathur_BA Trainee.pdf
116K

MANTRA TECHNOLOGIES

19 May 2021

Shekhar Chandrakanth Borulkar
Hyderabad

Employment Offer

Dear Shekhar,

CONGRATULATIONS, YOU ARE SELECTED BY MANTRA TECHNOLOGIES PVT LTD.

We are pleased to extend an offer of employment to you from Mantra Technologies Pvt. Ltd. as **Trainee – Business Analyst** This letter sets out the key terms of employment. Your responsibilities and duties are detailed in the employment contract.

Your joining date is **10:00 Hrs (IST)**, **Thursday, 20 May 2021.**

Your employment will be governed by the terms and conditions given in the employment contract. Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** The composition of the salary is given in the employment contract.

All payments will be subject to tax and other statutory deductions as required by the various Government authorities. Your performance will be assessed based on attendance, meeting time and quality norms in deliverables, motivation, teamwork and adherence to company policies.

I welcome you onboard for a long mutually beneficial journey.

Best wishes,

for **Mantra Technologies Private Limited**

K. S. Chakradhar Reddy
Senior Director - HR & Operations

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Dear Shekahar,

With reference to your discussions with us, we are pleased to extend an offer of employment as **Trainee – Business Analyst** on the following terms.

Responsibilities: As **Trainee – Business Analyst**, you will render all duties as discussed. A brief outline of the key job functions is

- Work collaboratively with Product Management team.
- Come out with Product specifications from Competitor and Market Research.
- Wireframing/Mockups for the product.
- Documentation - PRD, BRD
- Coordination in Product Execution.

Your assignment with specific target roles will be notified to you on your day of joining and in future course of time. Your services are required at full dedication and in highly disciplined manner promoting the company values.

General working hours for this position are from **09:30 Hrs – 18:30 Hrs (IST), Monday - Friday.** Further, the candidate should be available on weekends on company's request.

Compensation and Benefits: Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.** Further details are explained in the Annexure- A.

1. Contractual norms: This Agreement is made between you, a present or prospective employer of 'Mantra Technologies Pvt Ltd' ("Mantra"). Mantra is in the highly competitive business of creating and marketing computer software across the globe. The provisions of this agreement are important in Mantra's efforts to maintain its competitive position and to provide quality products and services to its clients and customers at all times.

1a. Contract: The provisions of this agreement are, in effect, promises you, the employee, make to Mantra Technologies Pvt. Ltd., hereinafter stated as "the company" or "Mantra Technologies" or Mantra, in consideration for entering or continuing in its employment. In addition, the company has many commitments towards its customers which require you to associate with the project for a **minimum of TWO years excluding training period**.

After the noted period, all of the company's employees are "at will" employees, which means that the relationship is freely entered into by both parties and that either the company or you, the employee may terminate the relationship, with or without cause, but with notice from both sides. In the event of termination of this employment by either you or Mantra Technologies, and regardless of the reason, the provisions on confidentiality and the Covenant Not To Compete of this agreement shall survive the termination of employment i.e., shall remain in effect. No person, except for the president of the company, has the authority to enter into an agreement for employment of you on other than an "at will" basis, and even the president may only do so in writing signed by him. We accept requests of termination of your employment, only after completion of the committed tenure and training period as explained above, with us.

By signing this agreement, you agree that you will devote your full business and professional time and energy to performing and conducting your duties for the company and will neither accept nor conduct any other business or professional activities while in employment with the company.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

2. No Existing Contracts: By signing this agreement, you represent to Mantra Technologies that one of the following is true, as indicated by your checkmark below.
2a. You are not a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, that will or might impact your employment by Mantra Technologies.
2b. You are a party to any confidentiality agreement, non-compete agreement, intellectual property rights agreement, employment agreement or other agreement or provision with any other employer or entity, which will or might impact your employment by Mantra Technologies. You have attached a copy of all such agreements and provisions to this employment agreement.

3. Confidentiality:
3a. Confidential information: In order to conduct its business operations, employees of Mantra Technologies must maintain secrecy of certain trade and proprietary information. You agree to maintain in confidence any such trade secrets and proprietary information passed on to you in the course of your employment and to use the information or secrets only for the proper business of the company. These trade secrets and proprietary information include, by the way of example, customer and prospect lists and identities; sales strategies for any prospect; software, software systems or details of software including computer coding in any form, methods or operation, user interfaces, details of operation or functionality, details of reports, details of screens, structure and sequence of functionality and programs, software structural design such as programming points, system deficiencies; programming techniques; user and program documentation; developing history of any software system; internal discussions or strategies relating to competitors; information regarding discussions with consultants or information from consultants; financial information about Mantra Technologies Pvt. Ltd., its employers or its customers; identities and talents of specific Mantra Technologies employees, company records; pricing information, pricing details and strategies; and other sensitive information relating to the business of Mantra Technologies which has been identified by the company as confidential.
3b. Customer Information: Because of the nature of computer systems and software created by Mantra Technologies and the need to maintain them, Mantra employees may have access to confidential information regarding customers. You are expected to maintain confidentiality thus restrict its usage within the company's norms.

4. Leaves:
4a. Earned leaves: Based on the organization's policy, you are eligible to accrue 18 days of earned leave according to your eligibility as per company HR norms. Leaves exceeding over and above the accrued leave will be treated as leave without pay and deducted towards your salary.
4b. Happy day leave: In addition to the earned leaves, an employee is awarded one happy day leave per annum, which can be availed on occasions such as self-birthday, spouse's birthday, wedding anniversary or child's birthday.
4c. Hospitalization leave: Leaves in this category are over the count of the above-mentioned ones and to be availed only on self-hospitalization for surgical procedures, only. The HR Head has the authority to decide on the number of hospitalization leaves to be granted under medical/surgical conditions subject to a maximum of three consecutive working days.

5. Appraisals: The candidate has to complete a minimum of 12 months to be eligible for an appraisal or a salary review. Appraisals or salary reviews are strictly based on performance and are only conducted in March or September depending on your joining date. Your performance will be assessed based on attendance, quality norms in deliverables, motivation, teamwork and adherence to company policies.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

6. Confidentiality: You will be required to sign and abide by the terms of a Non-Disclosure Agreement which will require that you hold in trust and not disclose any sensitive information of the company to client or any party, directly or indirectly, during or after your employment. You will refrain from working with companies/individuals that are deemed to be our competitors [direct and indirect] for a minimum period of twenty-four [24] months from your relieving date.

7. Probation Period: You will be on probation for a period of 3 months during which you will be under close supervision of your reporting manager. Confirmation is subject to a performance-based recommendation from your reporting manager. During the probation period, the company reserves the right to terminate your employment with no prior notice or reason.

8. Separation procedure:
8a. Notice Period: You will be required to provide Mantra Technologies Pvt Ltd with a non-negotiable notice period of 90 days. The notice period begins the next working day of the management's acceptance of your resignation. Leaves during the notice period will not be accepted as regular leaves and would extend the notice period by 2 working days for each leave availed.
8b. Termination clause: In case Mantra Technologies Pvt Ltd decides to terminate you due to a historical pattern shown, non-performance or similar grounds, you will be entitled to receive an amount equivalent to your basic salary of one month of the present pay cycle, which will be adjusted with your full and final settlement amount. In the event of any disciplinary or gross misconduct or willful disobedience, Mantra Technologies can terminate you without any notice.
8c. NCNS - No Call No Show: Mantra owns the right to terminate your employment under the dimensions of NCNS in case you are not communicable, directly or indirectly, through any communication channels to the company for more than 72 hours.

9. Inventions and Work Product: While an employee of Mantra Technologies, you may be assigned to create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work. All such works of authorship while you are employed by Mantra Technologies (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire

of Mantra Technologies under the copyright laws and the sole and complete property of Mantra Technologies if

I. They are generated in conjunction with the work assigned to you while you are employed by Mantra Technologies.
II. They are generated using or in the physical facilities of Mantra Technologies
III. They are created, generated or copied into any computer or portion thereof which is property of Mantra Technologies.

While in the employment of Mantra Technologies, you may also, in the course of your duties, make patentable inventions. You agree to promptly notify Mantra Technologies of any such inventions and to execute any such documents as Mantra Technologies may reasonably request
so as to transfer title to such inventions to Mantra Technologies Pvt. Ltd. and permit the filing and prosecution of any patent application in the U. S. or in any foreign countries on such inventions.

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and will gain unique skills, insights, and experience in the highly competitive market in which Mantra competes, all of which are very valuable to the company and all of which would be of potential value to its competitors. The covenant that follows is an effort to protect the legitimate interests in the particular knowledge of the company's [Mantra Technologies Pvt. Ltd.] products and procedures gained by its employees and to protect its competitive position in the market and is made by you in consideration for your present or future employment and the chance to develop these skills, knowledge and expertise.

While employed by Mantra, you will not service or contact, in a business context, either directly or indirectly, any customer of Mantra Technologies, except in the course of performing your duties. In addition, for a period of one year after your employment is terminated (whether initiated by you or Mantra Technologies), the following restrictions shall apply:

You will not be employed by, assist, have an ownership interest in (other than the ownership of less than 1 percent of a publicly held company), or serve as an officer, partner, or a director, or consultant to, any direct competitor of Mantra Technologies in the products the company markets. This provision shall not restrict you as to employment, assistance, or service in connection with the products not marketed by Mantra Technologies Pvt. Ltd.

You will not contact any customer or active prospective customers or current or ex-employee of Mantra Technologies with whom you have had contact during your employment at the company, for the purpose of either (a) attempting to sell them products competitive with Mantra Technologies, or (b) attempting to dissuade them from doing business with Mantra Technologies. You will not establish or aid others in establishing any new business enterprise or a new area of business for an old business enterprise which develops or markets one or more products which are directly competitive with the products of Mantra Technologies markets at that point of time.

By signing this agreement, you also agree with Mantra Technologies Pvt. Ltd. that the restraints imposed by this covenant are reasonable under the circumstances and will still permit you to find acceptable other employment in the event that you should leave Mantra Technologies.

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12. Return of Property: By signing this agreement, you agree that you will, upon termination of employment at Mantra Technologies, surrender all of the following.

Written material or documentation regarding Mantra Technologies software, programs, techniques, methodologies, procedures, policies, source code, listings, working papers, customer lists, financial information, and information related to the foregoing, including any responses to proposals, training materials, sales material, manuals and checklists.

Any physical embodiments of information that is proprietary to Mantra Technologies, such as computers, laptops, tapes, diskettes, photographs, slides and so forth. Any property of Mantra Technologies, such as hardware, software owned by Mantra Technologies, books purchased by

Mantra Technologies and all other properties of Mantra Technologies given to you for use during your tenure of employment.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

13. Irreparable Harm: You understand and acknowledge that Mantra Technologies believes that breach of this agreement will result in irreparable and continuing damage to the company for which monetary compensation may not provide adequate relief. Accordingly, if you are in breach of this agreement, you agree that Mantra Technologies may seek and obtain injunctive relief to

enforce the provisions of this agreement, and that nothing here shall prevent or inhibit Mantra Technologies from seeking any other remedies available to it. Further, if Mantra Technologies is successful in any action to enforce this agreement, you agree that Mantra Technologies shall be entitled to recover its actual attorneys' fees and costs for such action.

14. Miscellaneous: By signing this agreement, you not only agree to its terms, but also warrant that you are not under any obligation, contractual or otherwise, which is in conflict with its terms. This agreement is to be interpreted in accordance with the laws of the Republic of India. If any provision of this agreement is found to be invalid or unenforceable as written, the agreement shall be construed, to the extent possible, so as to render that provision enforceable, and if cannot be so construed, its invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this agreement.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

MANTRA TECHNOLOGIES

Annexure A - Salary Breakup

Name: Shekhar Chandrakanth Borulkar
Designation: Trainee – Business Analyst

Your annual CTC would be **INR 600,000/- (Rupees Six Lakhs only),** which includes an annual retention bonus of Rs. 50,000 (Rupees Fifty Thousand Only)**.**

Salary Components	Mode	Monthly (INR)	Annual (INR)
Basic (40% of Gross)	Monthly	17,333	207,997
HRA (30% of Basic)	Monthly	5,200	62,399
DA (50% of Basic)	Monthly	8,667	103,999
Transport Allowance (15% of Basic)	Monthly	2,600	31,200
Medical Allowance (15% of Basic)	Monthly	2,600	31,200
Basket of Allowance (40% of Basic)			
Vehicle Maintenance (20% of Basic)	Monthly	3,467	41,599
Special allowance	Monthly	1,387	16,640
Books & Periodicals	Monthly	1,387	16,640
Entertainment Allowance (10% of Basic)	Monthly	693	8,320
Total Basket Pay		**6,933**	**83,199**
Gross Pay – 'A'		**43,333**	**519,993**
Retention Bonus – 'B'			**50,000**
Company Paid Standard Benefits - 'C'			
Medical Insurance (Annual)			**15,000**
Gratuity (4.81 % of Basic + DA) - 'D'			**15,007**
Total CTC (A+B+C+D)			**600,000**

PF (Employee and Employer's contribution), income tax, professional tax and other government statutory deductions will apply. Gratuity eligibility is based on the National Government norms as per the Gratuity act 1972 will apply.

I understand and acknowledge all terms and conditions listed on this page.
Initial:
Name:
Date:

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: Employment Offer_Mantra Technologies

Shekhar Borulkar <shekharborulkar@gmail.com> Mon, Aug 16, 2021 at 10:01 AM
To: rajkishore@ibsindia.org

Hello Sir,

I am forwarding you the mail.
---------- Forwarded message ---------
From: **Sridhar Atyam** <sridhar.atyam@500apps.com>
Date: Wed, May 19, 2021 at 6:43 PM
Subject: Employment Offer_Mantra Technologies
To: Shekhar Borulkar <shekharborulkar@gmail.com>
Cc: Hr 500apps <hr@500apps.com>

Dear Shekhar,

Congratulations on your selection with Mantra Technologies!!

We would be happy to onboard you.

Please see your joining details below.

Designation	: Trainee - Business Analyst
Joining Date	: 20 May 21 (Thursday)
Reporting time	: 11 AM IST
Joining Venue	: Mantra Technologies, Corporate office, Hyderabad. (Virtual Joining)
Report to	: Mr. Sridhar (94900 25665)

Please carry these following documents for the documentation on joining day.

1. Identity Proofs	: Aadhar card and PAN card copy
2. Professional docs	: All previous company's offer and relieving letters, if applicable
3. Educational documents	: Class 10th onwards, both mark sheet and certificate
4. Passport size Photographs	: 2 Pc

Please find the attached offer letter with salary break up. We shall handover the signed copy to you after your joining formalities are completed.

Some important points:

1) Please go over the offer letter and send us an acknowledgement of your formal acceptance by email immediately.

2) If we do not receive the acceptance, we will have to move the offer to the next candidate.

I look forward to having you join our team soon. Once again congratulations and wish you a great stint with Mantra Technologies!!!

Thanks and Regards

Sridhar Atyam
Ph: 94900 25665
Human Resources | https://mantragroup.com
MANTRA TECHNOLOGIES

Shekhar Borulkar_BA Trainee.pdf
117K

Gmail

Naga Raju <naga1354@gmail.com>

Route email (PDF) and merged the attached document

Raj Kishore Nayak <rajkishore@ibsindia.org> 11 November 2021 at 14:21
To: Naga raju <naga1354@gmail.com>

From: "s.shekhar@oceansparkle.in" <s.shekhar@oceansparkle.in>
To: "rajesh_pattanaik@yahoo.com" <rajesh_pattanaik@yahoo.com>
Cc: 'HRD dept' <hrd-hyd@oceansparkle.in>; "rvprasad@oceansparkle.in" <rvprasad@oceansparkle.in>
Sent: Thursday, April 8, 2021, 05:03:53 PM GMT+5:30
Subject: Offer Letter- Business Development Executive

Dear Mr. Rajesh Pattanaik,

Further to our discussion, based on the Interview held during the campus placement drive, we are pleased to offer you the position of Executive- Business Development at our Hyderabad office.

Please find attached the offer letter for your perusal. Please go through the same and send us an acknowledgement copy for acceptance of the offer within 2 days from the receipt of this email, post which this offer shall be treated as withdrawn.

Thanks and regards.

Capt. Shashi Shekhar

Senior General Manager-H.R.

OCEAN SPARKLE LTD.,
Plot No. # 128, Srinagar Colony, Hyderabad – 500 073., India
Phone: + 91 40 6653 7720/ +91 40 23753507 / 1138 | Fax: + 91 40 2374 8752

Cell: + 91 9963138833 | Email: s.shekhar@oceansparkle.in

Mr. Rajesh Pattanaik - Offer Letter.pdf
740K

Ocean Sparkle Limited™

(CIN : U05005TG1995PLC021217)
An ISO 9001, ISO 14001 & OHSAS 18001 Compliant Company
Registered Office : # 8-3-975, Plot No. 128, Srinagar Colony, Hyderabad - 500 073, Telangana, India.
Phone : +91 40 6653 7720 / 2374 3507 / 2374 1138, Fax : +91 40 2374 8752
E-mail : oslhyd@oceansparkle.in Website : www.oceansparkle.com

OSL / HR / Offer / 2021 – 22
April 08, 2021

To
Mr. Rajesh Pattanaik
CH-117, Cooperative Housing Colony,
Chandrasekhar, Bhubaneswar,
Odisha - 751024, India.

Subject: Letter of Offer for the Executive - Business Development

Dear Mr. Rajesh,

This has reference to your application and our subsequent discussions; we are happy to offer you the position of **Executive - Business Development** on following terms and conditions.

1. You shall join the Company on or before **April 12, 2021**
2. Your work location will be at **Hyderabad office,** India. You may have to travel to any other location as and when required due to business reasons.
3. Insurance: You will be covered in Group Mediclaim Floater insurance policy for yourself and your immediate dependents. You will also be covered under Group Personal Accident insurance for yourself.
4. An Ex-gratia amount is paid additionally and prorated based on your performance and at the discretion of Management.
5. Leave as applicable to the regular employees as per Leave Policy of the Company. Half of the unavailed leaves will get lapsed every year as per Company's policy.
6. Notice period of three months needs to be served in writing on either side or payment in lieu thereof for termination of services.
7. All future increments or any raise will be linked to your performance that shall be effective from April 2022 based on our annual appraisal system.
8. All payments are subjected to applicable taxes.

You shall be given an appointment letter on your joining the company, which will supercede this offer upon your joining this company.

Kindly sign on the duplicate copy of this offer as a token of your acceptance. This offer letter will be considered as cancelled and withdrawn in case we do not receive your acceptance within two days.

Thank you and looking forward to hearing from you.

For Ocean Sparkle Limited,

Shashi Shekhar

OCEAN SPARKLE LIMITED HRD

Capt. Shashi Shekhar
Sr. General Manager (HR)

Acceptance: I have read and understood the above-mentioned terms and conditions, which are acceptable to me and will join the Organisation on or before_____

_____
Signature

Offer from Ocean Sparkle Limited		
Name	Mr. Rajesh Pattanaik	
Designation	Executive - Business Development	
Location	Hyderabad Office	
Salary Breakup		
Component	Amount (P.M.)	Amount (P.A.)
Basic	25000	300000
HRA	15000	180000
Special Allow	6750	81000
Book Allow	250	3000
Sub Total	**47000**	**564000**
CO's Share Provident Fund	3000	36000
Gross Salary (CTC) p.m.	**50000**	**600000**
Total	**50000**	**600000**
Ex-Gratia	0	100000
Total Gross CTC Salary (Subj to Tax)	**50000**	**700000**

NOTE:
1- Ex-Gratia amount mentioned above is indicative and the amount is decided by the Management based on performance.
2- Exgratia to be paid after complition of 1 year thereafter paid annually.
*An employee can opt for following tax saving options :
a) LTA amounting to INR 2000 per month. Same shall be deducted per month from his salary and he can claim the entire amount tax free by furnishing appropriate travel documents once in 2 years. If travel documents are not provided, amount shall be subject to tax and will be provided to employee.
b) Sodexo Meal coupon- If opted for by the employee, INR 1300 shall be added to the meal coupon for each month on quarterly basis. This amount shall be deducted from monthly salary.

Gmail

Naga Raju <naga1354@gmail.com>

Pl make a pdf of route email and merge two attached files along with it

Raj Kishore Nayak <rajkishore@ibsindia.org> 11 November 2021 at 14:19
To: Naga raju <naga1354@gmail.com>

From: s.shekhar@oceansparkle.in <s.shekhar@oceansparkle.in>
Sent: 09 June 2021 18:39
To: rigveddhyani@gmail.com
Cc: 'R Virender Prasad' <rvprasad@oceansparkle.in>; 'Giridhar Babu' <giridharbabu@oceansparkle.in>; 'osl ventures' <oslventures@oceansparkle.in>; sawhneyak@oceansparkle.in
Subject: Letter of Offer- Executive- Business development

Dear Mr. Rigved,

Pursuant to discussions which we had over the past few days; I am pleased to send you this offer letter for the position of executive- Business Development. I understand that you will be relocating to Hyderabad and joining our office in person by 24th of this month. However, to Kickstart your induction and training, you are required to join us by virtual platform from 14th June 2021.

Kindly acknowledge the acceptance of this offer.

Thanks and regards.

Capt. Shashi Shekhar

Senior General Manager-H.R.

OCEAN SPARKLE LTD.,
Plot No. # 128, Srinagar Colony, Hyderabad – 500 073., India
Phone: + 91 40 6653 7720/ +91 40 23753507 / 1138 | Fax: + 91 40 2374 8752

Cell: + 91 9963138833 | Email: s.shekhar@oceansparkle.in

2 attachments

offer letter.pdf
756K

CTC breakup.pdf
374K

CERTIFIED ISO 9001 · ISO 14001 OHSAS 18001
UKAS MANAGEMENT SYSTEMS 001

Ocean Sparkle Limited™

(CIN : U05005TG1995PLC021217)
An ISO 9001, ISO 14001 & OHSAS 18001 Compliant Company
Registered Office : # 8-3-975, Plot No. 128, Srinagar Colony, Hyderabad - 500 073, Telangana, India.
Phone : +91 40 6653 7720 / 2374 3507 / 2374 1138, Fax : +91 40 2374 8752
E-mail : oslhyd@oceansparkle.in Website : www.oceansparkle.com

OSL / HR / Offer / 2021 – 22
June 09, 2021

To
Mr. Rigved Dhyani
House-31, Street-1,
Shastri Nagar, Dehradun,
Uttarakhand-248005.

Subject: Letter of Offer for the Executive - Business Development

Dear Mr. Rigved Dhyani,

This has reference to your application and our subsequent discussions; we are happy to offer you the position of **Executive - Business Development** on following terms and conditions.

1. You shall join the Company on or before **June 14, 2021**
2. Your work location will be at **Hyderabad office,** India. You may have to travel to any other location as and when required due to business reasons.
3. Insurance: You will be covered in Group Mediclaim Floater insurance policy for yourself and your immediate dependents. You will also be covered under Group Personal Accident insurance for yourself.
4. An Ex-gratia amount is paid additionally and prorated based on your performance and at the discretion of Management.
5. Leave as applicable to the regular employees as per Leave Policy of the Company. Half of the unavailed leaves will get lapsed every year as per Company's policy.
6. Notice period of three months needs to be served in writing on either side or payment in lieu thereof for termination of services.
7. All future increments or any raise will be linked to your performance that shall be effective from April 2022 based on our annual appraisal system.
8. All payments are subjected to applicable taxes.

You shall be given an appointment letter on your joining the company, which will supercede this offer upon your joining this company.

Kindly sign on the duplicate copy of this offer as a token of your acceptance. This offer letter will be considered as cancelled and withdrawn in case we do not receive your acceptance within two days.

Thank you and looking forward to hearing from you.

For Ocean Sparkle Limited,

Shashi Shekhar.

Capt. Shashi Shekhar
Sr. General Manager (HR)

Acceptance: I have read and understood the above-mentioned terms and conditions, which are acceptable to me and will join the Organisation on or before_____

_____
Signature

Offer from Ocean Sparkle Limited		
Name	**Mr. Rigved Dhyani**	
Designation	**Executive (Business Development)**	
Location	**Hyderabad**	
Salary Breakup		
Component	**Amount (P.M.)**	**Amount (P.A.)**
Basic	25000	300000
HRA	15000	180000
Special Allow	6750	81000
Book Allow	250	3000
Sub Total	**47000**	**564000**
CO's Share Provident Fund	3000	36000
Gross Salary (CTC) p.m.	**50000**	**600000**
Ex-Gratia	0	100000
Total Gross CTC Salary (Subj to Tax)	**50000**	**700000**

NOTE:
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2- Exgratia to be paid after completion of 1 year there after paid annually.
*** An employee can opt for following tax saving options:**
a) LTA amounting to INR 2000 per month. Same shall be deducted per month from his salary and he can claim the entire amount tax free by furnishing appropriate travel documents once in 2 years. If travel documents are not provided, amount shall be subject to tax and will be provided to employee.
b) Sodexo Meal coupon - If opted for by the employee, INR 1300 shall be added to the meal coupon for each month on quarterly basic. This amount shall be deducted from monthly salary.

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Selected Students

Nitin Khandelwal <nitin@brightchamps.com>
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Dear Mr. Akhter,

We have successfully completed our hiring activity at your institution.
I am pleased to let you know that we have selected 15 bright students from your insitutations. (details attached below)

I am also very happy with the overall process, the response from the students, their approach, discipline and punctuality. I would like to specially recognize the assistance we received from **Vatsalya**. She ensured that the process remains smooth.

We would like to have a long term relationship with your institution and participate in similar activities in future as well. Thank you for giving us this opportunity.

		From 11-Jan-21 to 7-Feb-21						15-02-2021 on wards			
Enroll no	Name	Designation	DOJ	Location	Compensation	Average Variable Incentives to eligible employees	Minimum Variable Incentives to eligible employees	Designation	DOJ	Compensation	Average Variable Ince eligible employe
19BSPHH01C0992	Gollamudi Sai Krishna Karthik	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1565	Utkarsh Bhargav	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C0048	Abhishek Kumar	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1366	Gopavaram Varun reddy	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C0204	ARPIT	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1586	Surajit Rajak	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1011	SAKSHI SONTHALIA	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1405	Vishal K	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1518	Rahul Kumar	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C0216	Ashish jain	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1629	Kuruva Manjunath	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1347	Vagisha	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C0621	Mekala Sri Pragna	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1398	VINI MALHOTRA	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m
19BSPHH01C1515	Puneeth Chandra	Sales Intern	11-Jan-21	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	15-Feb-21	4.5 LPA to 7.0 LPA	Rs. 30,000 per m

Regards,
Nitin

IBS®
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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Selected Students

1 message

Nitin Khandelwal <nitin@brightchamps.com> Mon, Mar 8, 2021 at 1:08 AM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Dear Mr. Akhter,

We have successfully completed the second round of hiring activity at your institution.Thanks for your support throughout the process.
I am pleased to sare that in this round we have selected the following **6** students from your institution. Offer letters will be released tomorrow.

				During Training			Post Training			
Enroll no	**Name**	**Designation**	**Location**	**Compensation**	**Average Variable Incentives to eligible employees**	**Minimum Variable Incentives to eligible employees**	**Designation**	**Compensation**	**Average Variable Incentives to eligible employees**	**Minimum Variable Incentives to eligible employees**
19BSPHH01C0033	Abhilasha Dayma	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0315	Debadyuti Banerjee	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0591	Manas Shrivastava	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0847	Priyanka Aggarwal	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0959	K. Roshni Raj	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1302	Tanusha Manda	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month

Regards,
Nitin

IBS®
ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Selected Students

1 message

Nitin Khandelwal <nitin@brightchamps.com> Mon, Mar 8, 2021 at 1:08 AM
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Dear Mr. Akhter,

We have successfully completed the second round of hiring activity at your institution.Thanks for your support throughout the process.
I am pleased to sare that in this round we have selected the following **6** students from your institution. Offer letters will be released tomorrow.

				During Training			Post Training			
Enroll no	**Name**	**Designation**	**Location**	**Compensation**	**Average Variable Incentives to eligible employees**	**Minimum Variable Incentives to eligible employees**	**Designation**	**Compensation**	**Average Variable Incentives to eligible employees**	**Minimum Variable Incentives to eligible employees**
19BSPHH01C0033	Abhilasha Dayma	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0315	Debadyuti Banerjee	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0591	Manas Shrivastava	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0847	Priyanka Aggarwal	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C0959	K. Roshni Raj	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month
19BSPHH01C1302	Tanusha Manda	Sales Trainee	WFH	Rs. 12,000 per month	Rs. 30,000 per month	Rs. 20,000 per month	ASM or SM	4.50 to 7.0 LPA	Rs. 30,000 per month	Rs. 20,000 per month

Regards,
Nitin

Strictly Private and Confidential

Date: 22 September 2021

To,
Nazakat Chaman Khan
Hyderabad

Dear Nazakat Chaman Khan,

Thank you for the keen interest you have shown in joining our organisation. Consequent to your application, interviews and subsequent discussions with us, we are pleased to offer you a career at **GD Research Center Private Limited,** Hyderabad. Please accept our heartiest congratulations and a warm Welcome to the **GDRC** Family.

You would be designated as **Analyst**. Your employment start date is **04-Oct-2021.** Your annual emoluments will be **Rs.557937** (**Rupees Five Lakhs Fifty Seven Thousand Nine Hundred Thirty Seven Only**) Total Cost to Company (CTC) basis. Please refer to **Annexure A** for the break-up.

You will be governed by the Company's Rules and Regulations in force from time to time and as applicable to you.

Terms and Conditions:-

1. **Working Hours:-**
   Your working hours will be regulated from time to time purely at the discretion of the management of the establishment to which you are attached. You should be flexible to work in shifts as per business needs.

2. Please note if the information and supporting documents provided by you, based on which this offer is being extended, is found to be incorrect or unauthentic, your services will be terminated with immediate effect, without any notice or notice pay.

3. You will devote whole time attention to the business of the company and will not be interested or engaged directly or indirectly in other trade or business or as principal agent or servant for any person, firm or company

4. Your employment is transferable to any of the group companies in India or abroad.

5. **Leaves :-**
   You shall be entitled to avail leave and other benefits applicable to you as per the company policy, in force and/or which may be revised from time to time. Leave of any type can be taken, in excess of this would be treated as leave without pay. Leave will have to be pre-approved by your manager. Refer to leave policy in the HR Handbook.

6. **Performance Appraisals :-**
   Your performance and promotion readiness will be assessed on the basis of your competency and skills, the results of your work, the value you contribute to successful project delivery and client development efforts, and your demonstrated stewardship and commitment to the Company.

   You will be eligible for a promotion and salary review assessment in the next appraisal cycle as per company policies. Your emoluments will be reviewed on an annual basis. Please note that eligibility for promotion assessment does not automatically qualify you for promotion but only makes you entitled to be evaluated for a possible selection to the next level.

7. **Probation and Notice Period:- (** depending on designation)
   Employees at the level of **Analyst** will be on probation for a period of six months. During this time the notice period will be **Thirty** days or salary in lieu thereof, as agreed and if approved by Director. On the completion of probation period, the notice period will be **Sixty** days or salary in lieu thereof, as agreed and if approved by Director.

8. **Provident Fund:-**
   You will be entitled to become a member of PF scheme, which is governed under the Employee Provident Fund Act, 1952.The current rate of contribution is 12% of basic per month (however, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance) and equal contribution will be made by the company, which will be a part of gross emoluments.

9. **Medical Scheme:-**
   You will be eligible to participate in Company's Group Medical & Term Life Insurance Policy as applicable to your category of employees.

10. **Gratuity:-**
    Applicable as per the Government Regulation.

11. **Income Tax:-**
    Income Tax will be deducted as applicable from your salary. You shall be responsible to the company for all Taxes and obligations. Company shall not be liable for any misstatement or declaration. Permanent Account Number (PAN) is mandatory.

12. **Customary Bonus:-**
    The Customary bonus will be payable in the month of your anniversary date and will be based on your prevailing CTC salary as of your anniversary date. This Bonus payment will be subject to prevailing customary bonus policy.

Please note that your compensation is confidential information. Under no circumstance you should divulge your compensation details to anybody within or outside the organisation, without written permission from the organisation. Any non-adherence to this clause will be constituted as indiscipline and could lead to action as per the HR policies of the organisation, including termination from the services of the organisation without any notice or notice pay.

Please ensure that by accepting this offer, you warrant that before your date of Joining with the company you will clear all the pending issues with your previous organisation and GDRC is not liable to make any payments in respect of the same. By accepting this offer, you also accept the terms and conditions of Non disclosure agreement and HR policies of the Company. The full terms and conditions of your employment are as detailed in the GD Research Center Private Limited staff manual which will be provided to you on your commencement date.

Please contact Human Resources (040-67426702) if you have any questions. In the meantime, we look forward to you commencing employment with us and hope that it proves to be the start of a long and successful working relationship.

By accepting this offer, you also hereby declare that you have never indulged in any criminal activity and convicted for any criminal or illegal activities. You also declare that there are no legal cases pending against you as on this date

Annexure "A"

Date: 22 September 2021

Name: Nazakat Chaman Khan
Designation: Analyst

Compensation details with effect from **04-Oct-21** are as given below -

Component	Annual Gross (INR)	Monthly Gross(INR)	Particulars
Basic	165000	13750	Base Pay
HRA	137500	11458	House Rent Allowance (Tax exempted as per prevailing IT Act)
Medical allow/reimbursement	15000	1250	Tax exempted if used for domiciliary medical expenses as per prevailing IT Act.
Conveyance Allowance	19200	1600	Non taxable as per prevailing IT Act.
Provident Fund contribution 12%	21600	1800	Employer contribution towards Provident fund which is payable on Basic. However, where basic is less than INR 15,000 per month, EPF contribution will be made on both Basic and Special allowance.
Customary Bonus*	38500	3208	Annual Component & will be paid after completion of each full year of service as per company's Policy
Special Allowance**	15000	1250	This component will be treated as part of customized pool of allowance for tax computation under IT Act
Customized Allowance Pool**	138200	11517	
Gross Compensation	**550000**	**45833**	
Gratuity @ 4.81% on Base Salary	7937	661	Paid as per Gratuity Act.
TOTAL CTC	**557937**	**46495**	Cost to Company

**** Customary Bonus is a yearly fixed component and will be paid after completion of each full year of service as per company's policy.***

***** Special Allowance/Customized Allowance Pool***

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

Component	Maximum Limit	Remarks
Meal Allowance(Optional, Will be adjusted against Special Allowance/Customized Allowance Pool)	26,400	Tax exempted, if opted for meal vouchers
Gift Coupons	5,000	Tax exempted If opted (Coupons will be issued at the end of each Financial Year)
Children Education Allowance	2400	Can be availed up to 2 Children

*** Special allowance/Customized allowance pool components which are opted are exempted as per the prevailing tax regulations and once opted they need to be continued for rest of the financial year.*

Yours sincerely

Praveen Kumar Chanda
Head - Human Resources, APAC

Acceptance of offer

I understand and accept all the terms & conditions of employment mentioned in the 'Offer of Appointment'. I confirm that there have been no other commitment made during the hiring process other than those specified in the offer letter. (Example Salary Hike, Promotion, transport facility etc). Please clarify in case any such commitment was made during the offer process.

Candidate's Signature

Date:

Place:

IBS ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer letter: GD Research Center Pvt. Ltd

1 message

Chinchili Giridhar Rao <giridhar.c@globaldata.com> Wed, Sep 22, 2021 at 7:37 PM
To: "chamankhan0@gmail.com" <chamankhan0@gmail.com>
Cc: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Dear **Nazakat Chaman Khan,**

Congratulations !!

We are delighted to confirm the offer of employment at GD Research Center Pvt. Ltd. as **Analyst**. Enclosed is the offer letter for your kind perusal. We would require your email confirmation on the acceptance of the offer and date of joining at the earliest possible. (Kindly share your response with giridhar.c@globaldata.com)

Also, attached reference request form , employee information details excel sheet and personal information form. We would be grateful if you could duly fill these forms and furnish the same before your date of joining.

The below listed mandatory details & documents hard copy needs to be submitted on the date of joining to complete the joining formalities. Soft copies of the below listed documents to be attached along with the offer acceptance email.

- Adhaar Card with DOB in DD-MM-YYYY format only - Copy to be submitted
- Pan Card Copy (Mandatory) – 2 copies

- Person(s) to notify in case of emergency.
- Certified copies of your academic transcripts and certificates.
- NOC from College (Applicable for Fresher)
- Resignation acceptance email.

- A copy of your last 3 month's salary slips from your previous employer.
- A copy of your relieving letter from all previous employers, please note that without relieving letters we will not be able to perform the joining formalities.
- Form 16 from your previous employer.
- Photo ID Proof (Driving License, Passport, PAN Card, Voter ID). – 2 copies each
- Address proof – 2 copies
- Blood Group - Mandatory
- 8 Passport size photographs. (only with white background)
- Personal Information, Reference Request form & Declaration Form_EPFO – Self Attested (Hard copy also as attached in the mail).
- A copy of your updated resume.

In case if you have any questions about the offer, please do not hesitate to contact us over telephone/email.

You are requested to report virtually on your date of joining by 9.30 AM through Skype/Zoom. In case you fail to report on this date unless otherwise agreed in written, the offer shall stand automatically withdrawn.

Looking forward to hear from you.

Regards,

Giridhar Rao Chinchili
Assistant Manager – Talent Acquisition

Human Resources

GlobalData Research Center Pvt Ltd.

3rd Floor, Jyoti Pinnacle Building, Opp to Prestige IVY League Appt, Kondapur Road, Hyderabad, Telangana-500081

+91 – 99088 90118

https://www.linkedin.com/in/giridhar-rao-668b9730/

giridhar.c@globaldata.com

www.globaldata.com

Disclaimer

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5 attachments

DeclarationForm_EPFO.PDF
349K

2.Reference Request Form.doc
76K

1. Personal Information Form.doc
119K

6.A. Nomination form-V1 - GDRC.pdf
163K

Nazakat Chaman Khan - Offer Letter.pdf
239K

Godrej & Boyce Mfg. Co. Ltd.
Regd. Office: Pirojshanagar,
Vikhroli, Mumbai 400 079, India
Tel: +91-22-6796 1700 / 1800
info@godrej.com
www.godrej.com
CIN U28993MH1932PLC001828

Corporate Personnel & Administration Department

Ref.: HK/HR/CAMPUS-OFFER'2021-22/CN-121 22nd September 2021

Dear Mr. Abhay Verma,

Greetings from Godrej!

We are delighted to have you onboard on with effect from 4th October 2021.

To make your transition smooth in Godrej, we have organized a Virtual Corporate Orientation Program for eight (8) days commencing 4th October 2021.

Your portfolio / assignment and the place of posting will be shared with you through a separate email communication either on the first day or before the end of the virtual orientation program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a training program, details of which will be communicated at a later stage.

To make your transition smooth, you will have a Buddy to help and guide you in your initial days.

Please feel free to speak to / write to us for any information that you may need:

Mr. Vishal Makkar(vishalm@godrej.com, 8657164464)
Ms. Megha Majumdar (megham@godrej.com, 9433833121)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,

Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter along with summary of remuneration

Godrej & Boyce Mfg. Co. Ltd.
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Corporate Personnel & Administration Dept.

Ref.: HK/HR/CAMPUS-OFFER'2021-22/CN-121

22nd September 2021

Dear Mr. Abhay Verma,
Block C 24, Flat No 15
SDA Colony
Vikasnagar-171009
Mob: 7876314508

TR CAT: C-302

LETTER OF OFFER

Dear Mr. Abhay Verma,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as a "**Post Graduate Trainee**" in **Godrej Interio** on the following terms and conditions:

1. **Place of Posting & Period of Training:**

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training will be for a period of twelve (12) months from your date of joining, i.e., **4th October 2021**.

2. **Remuneration:**

The enclosed Summary of Remuneration gives the details of remuneration as applicable to you according to the current rules of the Company. Your remuneration is personal and confidential. Hence please maintain complete confidentiality in this regard.

3. **Leave Entitlement:**

You will be eligible for leave as per the Leave Rules of the Organisation applicable to Company Trainees and the same is subject to review from time to time.

4. **General terms & conditions:**

a) Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.

In case you are considered for absorption on the regular rolls of the Company upon successful completion of the training period, you will be appointed as **`Deputy Manager'** in `Operational Job / Responsibility Band. The fixed Cost to Company will be **Rs.6.00 Lakhs** per annum plus potential to earn variable pay-outs.

b) As a part of the terms and conditions as mentioned in this Letter of Offer, you will be required to sign a Service Agreement for a period of **two years** from our date of joining (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period):

i) We enclose herewith the draft of the Service Agreement. Please go through same carefully, fill-in the relevant details viz., your name, address, guarantor's name etc., and return to us through email at: talent.connect@godrej.com along with your offer acceptance communication.

Contd…2

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CIN U28993MH1932PLC001828

Mr. Abhay Verma, Vikasnagar-171009

i) Upon receipt of your acceptance of the Offer Letter along with the copy of the Service Agreement (duly filled-in) through email, we shall process the formal Service Agreement and send it across to you through the Divisional HR / Branch Commercial Team.

ii) You will be required to return the same to us duly signed by you and by your guarantor within a period of seven to ten days from the date of receipt of the same. The guarantor can be any adult person related / known to you and whose financial credibility is satisfactory enough to repay the guaranteed amount to the Company, in case of any default by you.

c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).

d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.

e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your remuneration.

f) The Management shall decide your Function (Profile) and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program (virtual). The Management's decision in this regard shall be final and binding on you.

g) As and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.

h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.

i) Your traineeship can be terminated by the Company at any time by giving you one-month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.

j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

k) Due to COVID-19 pandemic and the various restrictions imposed by the Government regarding safety, travel, social distancing norms etc, our onboarding process has been redesigned for the current year. The joining process will be conducted virtually by the HR Operations Team. The link for the joining process will be shared with you via email. You are required to attend the same online. It will be followed by the Corporate Induction Program, details of which will be shared with you through email communication. In case you need further information about the pre-joining / joining process, please send an email at sgkanan@godrej.com; sureshk@godrej.com or aliamma@godrej.com.

Contd…3

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Mr. Abhay Verma, Vikasnagar-171009

5. **Qualification Clause (Declaration of Final Year / Semester Results):**

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. **Submission of False Documents:**

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. **Code of Conduct:**

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign `Code of Business Conduct & Ethics' upon your joining the Company. In addition, you will be required to sign an `Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. **Conflict of Interest:**

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. **Indemnity:**

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

Contd…4

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Mr. Abhay Verma, Vikasnagar-171009

We shall complete the physical document verification process at the respective place of posting once you start visiting our Vikhroli Establishment or the Branch / Upcountry Manufacturing Establishment in coordination with the HR / Commercial Team Members at the respective location(s). You will be required to submit the following documents for verification purpose:

- All certificates and marksheet in original pertaining to your educational qualification, along with one Xerox copy of each (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire).
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please confirm on the attached copy that you accept our offer and return the copy to us through email at: talent.connect@godrej.com within two days from the date of receipt of this letter failing which your appointment as a trainee shall be treated as withdrawn and cancelled.

We look forward to your joining Team Godrej for a bright and prosperous career with us.
Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.

Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: 1. Summary of Remuneration
2. Draft Service Agreement.

I have gone through the Terms & Conditions of the aforesaid Letter of Offer and the Draft Service Agreement and understood the contents of the same. I hereby agree to abide by the said terms & conditions. I shall report for training on _____.

Signature: _____ Date: _____ Mobile No.: _____

(Enclosure to our letter Ref.: HK/HR/CAMPUS-OFFER'2021-22/CN-121 dated 22nd September 2021)

SUMMARY OF THE REMUNERATION PACKAGE

C - 302

Name : Mr. Abhay Verma

Designation : Post Graduate Trainee

Division / Dept : Godrej Interio

Location : Vikhroli Establishment

I. FIXED SALARY:

S.No.	Component	Rs./Month	Rs./Annum
1	Consolidated Basic	15100	181200
2	House Rent Allowance	11912	142944
3	Conveyance Allowance	12000	144000
	Gross Salary	39012	468144
Retiral Benefits:			
4	Employer's Contribution of Providend Fund @ 12% of Consolidated Basic. *	1812	21744
Annual Benefits:			
	Cost to Company (Fixed Salary)	**40824**	**489888**

II. PERKS & BENEFITS:

Mobile Phone Expense Reimbursement: This is applicable to Employees / Trainees in Field Sales / Service Functions and as per the job profile. The reimbursement limit is Rs.16,000/- per annum against submission of bills as per the Mobile Phone Policy of the Company. It is subject to review from time to time at the discretion of the Management.

Two Wheeler Allowance: Rs.18,000/- per annum. This is applicable to Employees / Trainees in Field Sales / Service Functions and if their job requires reglar and intensive travelling as per the Company's policy. The same is subject to review from time to time at the discretion of the Management.

NOTE:

Income Tax will be deducted at source on your remuneration as per the Provisions of the Income Tax Act.

Professional Tax @ Rs. 200/- per month will be deducted from your Monthly Gross.

* Regarding Provident Fund, there will be equal deduction from your monthly salary towards employee / trainee's contribution.

(S.G Kannan)

(Harpreet Kaur)

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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer Letters - Campus Placement

1 message

Anupama Thomas <ANUPAMA.Thomas@sapiens.com> Thu, Jun 3, 2021 at 11:13 AM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Ratika Gandotra <Ratika.Gandotra@sapiens.com>, Sweatha J <Shwetha.J@sapiens.com>, Bhaskara Naidu <Bhaskara.Naidu@sapiens.com>, Lisa Chaturvedi <Lisa.Chaturvedi@sapiens.com>, Lalita Kumari <Lalita.Kumari@sapiens.com>

Dear Haseeb,

Thank you for your support in our campus placement drive!

Please find enclosed offer letters of

1. **Aditya Gaur**
2. **Kristin Francis**
3. **Kumar Aniket**
4. **Ramya Sri K**
5. **Sunil Vijayan**

Also, please note on completion of 1 years of service with Sapiens, below joiners will be eligible for joining bonus of **INR 57692.**

- **Aditya Gaur**
- **Kristin Francis**
- **Kumar Aniket**
- **Ramya Sri K**

And on completion of 1 years of service with Sapiens, below joiner will be eligible for joining bonus of **INR 61538.**

- **Sunil Vijayan**

Please request the joiners to share the acknowledgement of the acceptance by duly signing and returning the soft copies of their respective offer letters and share us the details duly foiled in the new employee form **before close of the business hours today.**

Thanks& Regards,

Anupama Thomas

Senior HRBP Manager

Sapiens

Email: anupama.thomas@sapiens

Desk : +91 80 4906 1428

Cell : +91 984 515 2737

MS Teams : anupama.thomas

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7 attachments

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  38K
- **New_Employee_Form.docx**
  45K

SAPIENS
Experience Insurance Innovation

03-June-2021

Kumar Aniket,
Bangalore

Dear Aniket,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited. We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager. Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **7-June-2021.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 770804/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
Head HR - VP (APAC & Australia)

SAPIENS
Experience Insurance Innovation

Gross Salary Sheet
Annexure A

Employee Name	**Kumar Aniket**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	23077	276924
House Rent Allowance	11539	138468
Statutory Bonus	1400	16800
Special Allowance	5453	65436
Flexi Benefit Plan (FBP)*	14423	173076
Employer Provident Fund	1800	21600
Total Monthly Salary	**57692**	**692304**
Performance Bonus		
Annual Variable Bonus		57692
Gross Total Salary		**749996**
Company Contributions		
Gratuity		13308
Medical Insurance		7500
Total CTC		**770804**

* The amount mentioned above in the Flexi Benefit Plan can be assigned by the employee as per the following norms

Flexi Benefit Plan	**Maximum amount per annum**
Food Coupons	Rs.12,000
Leave travel allowance	1 month of basic pay
Mobile/Telephone ^	up to Rs 24,000
Internet/Broadband ^	up to Rs 24,000
Vehicle fuel and maintenance #	up to Rs 28,800
NPS*	up to 10% of basic pay
Special allowance	Residual amount added to Special allowance

^ The internet/telephone/mobile bills should be in the Employee's name. Employee can claim either One Mobile bill + One landline + One Broadband

For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under.
Amount exempt:

- If the cubic capacity of car is > 1600CC, amount exempt is Rs 2,400
- If the cubic capacity of car is < 1600CC, amount exempt is Rs 1,800
- For two wheelers, amount exempt is Rs 900

* An equal percentage/amount of contribution will be deducted from salary as employer contribution

- Group Health insurance premium is borne directly by the company and not paid as cash.
- Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer Letters - Campus Placement

1 message

Anupama Thomas <ANUPAMA.Thomas@sapiens.com> Thu, Jun 3, 2021 at 11:13 AM
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Dear Haseeb,

Thank you for your support in our campus placement drive!

Please find enclosed offer letters of

1. **Aditya Gaur**
2. **Kristin Francis**
3. **Kumar Aniket**
4. **Ramya Sri K**
5. **Sunil Vijayan**

Also, please note on completion of 1 years of service with Sapiens, below joiners will be eligible for joining bonus of **INR 57692.**

- **Aditya Gaur**
- **Kristin Francis**
- **Kumar Aniket**
- **Ramya Sri K**

And on completion of 1 years of service with Sapiens, below joiner will be eligible for joining bonus of **INR 61538.**

- **Sunil Vijayan**

Please request the joiners to share the acknowledgement of the acceptance by duly signing and returning the soft copies of their respective offer letters and share us the details duly foiled in the new employee form **before close of the business hours today.**

Thanks& Regards,

Anupama Thomas

Senior HRBP Manager

Sapiens

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SAPIENS
Experience Insurance Innovation

03-June-2021

Ramya Sri K,
Bangalore

Dear Ramya,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited. We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager. Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **7-June-2021.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 770804/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
Head HR - VP (APAC & Australia)

SAPIENS
Experience Insurance Innovation

Gross Salary Sheet
Annexure A

Employee Name	**Ramya Sri K**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	23077	276924
House Rent Allowance	11539	138468
Statutory Bonus	1400	16800
Special Allowance	5453	65436
Flexi Benefit Plan (FBP)*	14423	173076
Employer Provident Fund	1800	21600
Total Monthly Salary	**57692**	**692304**
Performance Bonus		
Annual Variable Bonus		57692
Gross Total Salary		**749996**
Company Contributions		
Gratuity		13308
Medical Insurance		7500
Total CTC		**770804**

* The amount mentioned above in the Flexi Benefit Plan can be assigned by the employee as per the following norms

Flexi Benefit Plan	**Maximum amount per annum**
Food Coupons	Rs.12,000
Leave travel allowance	1 month of basic pay
Mobile/Telephone ^	up to Rs 24,000
Internet/Broadband ^	up to Rs 24,000
Vehicle fuel and maintenance #	up to Rs 28,800
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Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer Letters - Campus Placement

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Cc: Ratika Gandotra <Ratika.Gandotra@sapiens.com>, Sweatha J <Shwetha.J@sapiens.com>, Bhaskara Naidu <Bhaskara.Naidu@sapiens.com>, Lisa Chaturvedi <Lisa.Chaturvedi@sapiens.com>, Lalita Kumari <Lalita.Kumari@sapiens.com>

Dear Haseeb,

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Please find enclosed offer letters of

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2. **Kristin Francis**
3. **Kumar Aniket**
4. **Ramya Sri K**
5. **Sunil Vijayan**

Also, please note on completion of 1 years of service with Sapiens, below joiners will be eligible for joining bonus of **INR 57692.**

- **Aditya Gaur**
- **Kristin Francis**
- **Kumar Aniket**
- **Ramya Sri K**

And on completion of 1 years of service with Sapiens, below joiner will be eligible for joining bonus of **INR 61538.**

- **Sunil Vijayan**

Please request the joiners to share the acknowledgement of the acceptance by duly signing and returning the soft copies of their respective offer letters and share us the details duly foiled in the new employee form **before close of the business hours today.**

Thanks& Regards,

Anupama Thomas

Senior HRBP Manager

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SAPIENS
Experience Insurance Innovation

03-June-2021

Sunil Vijayan,
Bangalore

Dear Sunil,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited. We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager. Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **7-June-2021.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 821690/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
Head HR - VP (APAC & Australia)

SAPIENS
Experience Insurance Innovation

Gross Salary Sheet
Annexure A

Employee Name	**Sunil Vijayan**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	24615	295380
House Rent Allowance	12308	147696
Statutory Bonus	1400	16800
Special Allowance	6030	72360
Flexi Benefit Plan (FBP)*	15385	184620
Employer Provident Fund	1800	21600
Total Monthly Salary	**61538**	**738456**
Performance Bonus		
Annual Variable Bonus		61538
Gross Total Salary		**799994**
Company Contributions		
Gratuity		14196
Medical Insurance		7500
Total CTC		**821690**

* The amount mentioned above in the Flexi Benefit Plan can be assigned by the employee as per the following norms

Flexi Benefit Plan	**Maximum amount per annum**
Food Coupons	Rs.12,000
Leave travel allowance	1 month of basic pay
Mobile/Telephone ^	up to Rs 24,000
Internet/Broadband ^	up to Rs 24,000
Vehicle fuel and maintenance #	up to Rs 28,800
NPS*	up to 10% of basic pay
Special allowance	Residual amount added to Special allowance

^ The internet/telephone/mobile bills should be in the Employee's name. Employee can claim either One Mobile bill + One landline + One Broadband

For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under.
Amount exempt:

- If the cubic capacity of car is > 1600CC, amount exempt is Rs 2,400
- If the cubic capacity of car is < 1600CC, amount exempt is Rs 1,800
- For two wheelers, amount exempt is Rs 900

* An equal percentage/amount of contribution will be deducted from salary as employer contribution

- Group Health insurance premium is borne directly by the company and not paid as cash.
- Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer Letters - Campus Placement

1 message

Anupama Thomas <ANUPAMA.Thomas@sapiens.com> Thu, Jun 3, 2021 at 11:13 AM
To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Ratika Gandotra <Ratika.Gandotra@sapiens.com>, Sweatha J <Shwetha.J@sapiens.com>, Bhaskara Naidu <Bhaskara.Naidu@sapiens.com>, Lisa Chaturvedi <Lisa.Chaturvedi@sapiens.com>, Lalita Kumari <Lalita.Kumari@sapiens.com>

Dear Haseeb,

Thank you for your support in our campus placement drive!

Please find enclosed offer letters of

1. **Aditya Gaur**
2. **Kristin Francis**
3. **Kumar Aniket**
4. **Ramya Sri K**
5. **Sunil Vijayan**

Also, please note on completion of 1 years of service with Sapiens, below joiners will be eligible for joining bonus of **INR 57692.**

- **Aditya Gaur**
- **Kristin Francis**
- **Kumar Aniket**
- **Ramya Sri K**

And on completion of 1 years of service with Sapiens, below joiner will be eligible for joining bonus of **INR 61538.**

- **Sunil Vijayan**

Please request the joiners to share the acknowledgement of the acceptance by duly signing and returning the soft copies of their respective offer letters and share us the details duly foiled in the new employee form **before close of the business hours today.**

Thanks& Regards,

Anupama Thomas

Senior HRBP Manager

Sapiens

Email: anupama.thomas@sapiens

Desk : +91 80 4906 1428

Cell : +91 984 515 2737

MS Teams : anupama.thomas

Visit us on: www.sapiens.com

Follow us on: **LinkedIn**, **Facebook** and **Twitter**

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7 attachments

- **Offer Letter - Sunil Vijayan.pdf**
  173K
- **Offer Letter - Aaditya Gaur.pdf**
  172K
- **Offer Letter - Kristin Francis.pdf**
  173K
- **Offer Letter - Kumar Aniket.pdf**
  173K
- **Offer Letter - Ramya Sri K.pdf**
  173K
- **Joining Formalities Checklist (004).docx**
  38K
- **New_Employee_Form.docx**
  45K

SAPIENS
Experience Insurance Innovation

03-June-2021

Kristin Francis,
Bangalore

Dear Kristin,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited. We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager. Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **7-June-2021.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 770804/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
Head HR - VP (APAC & Australia)

SAPIENS
Experience Insurance Innovation

Gross Salary Sheet
Annexure A

Employee Name	**Kristin Francis**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	23077	276924
House Rent Allowance	11539	138468
Statutory Bonus	1400	16800
Special Allowance	5453	65436
Flexi Benefit Plan (FBP)*	14423	173076
Employer Provident Fund	1800	21600
Total Monthly Salary	**57692**	**692304**
Performance Bonus		
Annual Variable Bonus		57692
Gross Total Salary		**749996**
Company Contributions		
Gratuity		13308
Medical Insurance		7500
Total CTC		**770804**

* The amount mentioned above in the Flexi Benefit Plan can be assigned by the employee as per the following norms

Flexi Benefit Plan	**Maximum amount per annum**
Food Coupons	Rs.12,000
Leave travel allowance	1 month of basic pay
Mobile/Telephone ^	up to Rs 24,000
Internet/Broadband ^	up to Rs 24,000
Vehicle fuel and maintenance #	up to Rs 28,800
NPS*	up to 10% of basic pay
Special allowance	Residual amount added to Special allowance

^ The internet/telephone/mobile bills should be in the Employee's name. Employee can claim either One Mobile bill + One landline + One Broadband

For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under.
Amount exempt:

- If the cubic capacity of car is > 1600CC, amount exempt is Rs 2,400
- If the cubic capacity of car is < 1600CC, amount exempt is Rs 1,800
- For two wheelers, amount exempt is Rs 900

* An equal percentage/amount of contribution will be deducted from salary as employer contribution

- Group Health insurance premium is borne directly by the company and not paid as cash.
- Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

IBS® ICFAI BUSINESS SCHOOL

Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>

Offer Letters - Campus Placement

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To: "haseebakhter@ibsindia.org" <haseebakhter@ibsindia.org>
Cc: Ratika Gandotra <Ratika.Gandotra@sapiens.com>, Sweatha J <Shwetha.J@sapiens.com>, Bhaskara Naidu <Bhaskara.Naidu@sapiens.com>, Lisa Chaturvedi <Lisa.Chaturvedi@sapiens.com>, Lalita Kumari <Lalita.Kumari@sapiens.com>

Dear Haseeb,

Thank you for your support in our campus placement drive!

Please find enclosed offer letters of

1. **Aditya Gaur**
2. **Kristin Francis**
3. **Kumar Aniket**
4. **Ramya Sri K**
5. **Sunil Vijayan**

Also, please note on completion of 1 years of service with Sapiens, below joiners will be eligible for joining bonus of **INR 57692.**

- **Aditya Gaur**
- **Kristin Francis**
- **Kumar Aniket**
- **Ramya Sri K**

And on completion of 1 years of service with Sapiens, below joiner will be eligible for joining bonus of **INR 61538.**

- **Sunil Vijayan**

Please request the joiners to share the acknowledgement of the acceptance by duly signing and returning the soft copies of their respective offer letters and share us the details duly foiled in the new employee form **before close of the business hours today.**

Thanks& Regards,

Anupama Thomas

Senior HRBP Manager

Sapiens

Email: anupama.thomas@sapiens

Desk : +91 80 4906 1428

Cell : +91 984 515 2737

MS Teams : anupama.thomas

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  38K
- **New_Employee_Form.docx**
  45K

SAPIENS
Experience Insurance Innovation

03-June-2021

Aaditya Gaur,
Bangalore

Dear Aaditya,

This has reference to the discussions you had with us about joining Sapiens Technologies India (1982) Private Limited. We are pleased to offer you employment as **"Associate Consultant"** at our Bangalore office reporting to Team Lead/ Manager. Your appointment will be based out of our "**Bangalore**" office. Your appointment will be effective from the date of joining which shall be not later than **7-June-2021.** In the event, you are not able to join on or before the specified date, this offer would stand withdrawn unless an extension of joining date is granted by us.

Please send us an email confirming acceptance of this offer at the earliest.

1. Your gross remuneration **INR 770804/-** will be structured as per the attached Annexure A

2. Your appointment and its continuance is subject to a process of Verification checks which will include verification of previous employment, highest qualification, references and address

Yours faithfully
Sapiens Technologies India (1982) Pvt Ltd

Ratika Gandotra
Head HR - VP (APAC & Australia)

SAPIENS
Experience Insurance Innovation

Gross Salary Sheet
Annexure A

Employee Name	**Aaditya Gaur**	
Designation	**Associate Consultant**	
Components	**Per Month**	**Per Annum**
Basic	23077	276924
House Rent Allowance	11539	138468
Statutory Bonus	1400	16800
Special Allowance	5453	65436
Flexi Benefit Plan (FBP)*	14423	173076
Employer Provident Fund	1800	21600
Total Monthly Salary	**57692**	**692304**
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* An equal percentage/amount of contribution will be deducted from salary as employer contribution

- Group Health insurance premium is borne directly by the company and not paid as cash.
- Gratuity contribution is not paid in cash; Gratuity benefit is paid as per applicable law.

DocuSign Envelope ID: 2389E2BE-3047-463A-9517-0ADDB397130B

Registered Address:
BITONIC TECHNOLOGY LABS PVT LTD
CIN NO: U72200KA2016PTC085486
B-9, 5th Floor, Brigade Summit, ITPL Main Road, Brigade Metropolis, Mahadevapura, Bangalore – 560048

Date: 13th July 2021

Dear Kaoushik Ramachandran**,**

Congratulations!

Bitonic Technology Labs Pvt Ltd is pleased to inform you that you have been selected for the position of **CX Marketing Executive.** You will be based in **Bangalore**.

Your employment shall commence on **26th July 2021**. In the event you fail to join on or before **26th July 2021**, this offer shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

Working Hours: You would be expected to work for 8 hours a day and 40 hours a week (Monday to Friday). The Company shall be free to amend and stagger the working hours in accordance with the business requirements. You will be required to work additional hours, as appropriate, to fulfill the responsibilities of your role.

Probation: Six (6) months from your joining date shall be your probation period. The Company or you may terminate your employment during the probation period by providing a notice of 15 days or salary in lieu thereof.

Background Verification: Employment with the Company is subject to successful completion of background verification prior to joining.

Compensation:
Base Salary (Fixed) - Your total base salary will be INR **7,00,000/-** per annum. Refer **Annexure I** for detailed break-up of your compensation. Your compensation will be paid in regular installments in accordance with the Company's regular payroll process, and subject to applicable taxes and other withholdings. As an exempt employee, you will not be eligible for any overtime pay. This position is a full-time position and your regular salary will be prorated based on a 40 hour work week.

Variable Pay - Over and above the base salary, you shall be eligible for a variable pay of INR **1,00,000/-** of which will be paid as per the Company's internal policy. The variable pay is contingent on your

DocuSign Envelope ID: 2389E2BE-3047-463A-9517-0ADDB397130B

Registered Address:
BITONIC TECHNOLOGY LABS PVT LTD
CIN NO: U72200KA2016PTC085486
B-9, 5th Floor, Brigade Summit, ITPL Main Road, Brigade Metropolis, Mahadevapura, Bangalore – 560048

individual and overall profit performance of the company and shall be subject to terms and conditions as the Company may decide. The variable component will be paid out upon 50% or more target achievement, on quarterly basis.

Provident Fund Scheme - You shall be eligible to participate in the Provident Fund Scheme set up by the Company. The Company's contribution to the Provident Fund is a part of the compensation.

Gratuity Scheme - You shall be eligible to participate in the Gratuity Scheme of the Company in accordance with the Company Policy in this regard.

Benefits:
Medical Insurance - This insurance provides Medical Insurance coverage to all employees and their eligible dependents (yourself, spouse, 2 children, and parents or in-laws).

Additional Agreements: As a condition of your employment, you agree to execute any additional agreements required by the Company including any agreements that relate to your confidentiality or intellectual property assignment obligations to the Company. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements.

Acceptance: Please confirm your acceptance of this Offer of Employment by signing and returning the duplicate copy.

We are excited by the prospect of you joining the Company.

Sincerely,

DocuSigned by:
Ramakrishnan K
E80B0946D54C430...

For Bitonic Technology Labs Pvt Ltd

Rama Krishnan K

Senior Manager HR

Kaoushik R

For Employee:

Employee Name: Kaoushik Ramachandran

DocuSign Envelope ID: 2389E2BE-3047-463A-9517-0ADDB397130B

Registered Address:
BITONIC TECHNOLOGY LABS PVT LTD
CIN NO: U72200KA2016PTC085486
B-9, 5th Floor, Brigade Summit, ITPL Main Road, Brigade Metropolis, Mahadevapura, Bangalore – 560048

ANNEXURE I

CTC Break Up:

Gross salary per month		**58333**	
Components In salary	**Percentage**	**Per month**	**Per annum**
Basic Salary	40%	23,333	280,000
HRA	16%	9,333	112,000
Special Allowances		16,922	203,067
Health Club Allowance		2,000	24,000
Professional Development Allowance		2,000	24,000
**Leave Travel Allowance (1-month Basic Salary)		1,944	23,333
Employer PF contribution	12.00%	2,800	33,600
Gross Salary		**58,333**	**700,000**
Variable Pay			100,000
CTC			**800,000**

Deduction from above will be

Employee PF Contribution -12% of Basic

Professional Tax as applicable

Income Tax- as applicable

Variable Pay as applicable

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Fedrecruit - Offer Letter..Jagrati Gupta

M S Prasad <msprasad@ibsindia.org> 18 November 2021 at 09:27
To: Naga raju <naga1354@gmail.com>

please upload

Thanks & Regards,
Prof.M S Prasad
Vice President-Corporate Relations
IBS,Hyderabad(AACSB Accredited)
Mobile:+91-9848172467
==========

IBS®
ICFAI BUSINESS SCHOOL

AACSB ACCREDITED
The ICFAI Foundation for Higher Education
(Deemed University under section 3 of the UGC Act,1956)
Dontanapally,Shankarpalli Road
HYDERABAD-501203,India
Mobile:+91-9848172467
Website: www.ifheindia.org,www.ibshyderabad.org

---------- Forwarded message ---------
From: **jagrati gupta** <jagratigupta0001@gmail.com>
Date: Thu, Nov 18, 2021 at 9:23 AM
Subject: Fedrecruit - Offer Letter..Jagrati Gupta
To: M S Prasad <msprasad@ibsindia.org>

---------- Forwarded message ---------
From: <postings@federalbank.co.in>
Date: Thu, 23 Sep 2021, 2:56 pm
Subject: Fedrecruit - Offer Letter
To: <jagratigupta0001@gmail.com>
Cc: <recruitment@federalbank.co.in>

HR TALENT ACQUISITION & DEPLOYMENT

FEDERAL BANK
YOUR PERFECT BANKING PARTNER

HR TAD/B/PR-39752/OFP-366/2021-22 22 September 2021

Hearty Welcome!

Great Place To Work® Certified FEB 2021–JAN 2022 INDIA

Dear Jagrati Gupta ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at **postings@federalbank.co.in**.

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

John P J
Vice President (HR)

To
Ms. Jagrati Gupta
NA 17, Rajashree Nagar
Kharia Khangar
Gotan
Jodhpur, Rajasthan-342902

Offer of appointment to Ms. Jagrati Gupta as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

Place of Posting/ Date of Joining
Your initial place of posting will be at Branch/Office: **Mumbai / Andheri** situated at P B No. 17387,8, 9,10, Laram Centre, S.V.Road,Andheri (West), Mumbai-400 058. You will have to join Branch/Office: Mumbai / Andheri on 21/10/2021 after completion of the online orientation programme. The appointment will be effective from the date of joining the Branch/Office.

Pre Induction e-Learning & Orientation programme
As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC).

Subsequent to this, you will have to enroll for a four day online Induction/Orientation programme conducted by Federal Knowledge & Development Centre (FKDC) starting from 08/10/2021 to 13/10/2021 (excluding 09/10/2021 & 10/10/2021) The Orientation programme will be an instructor-led live online training programme, with sessions scheduled between 9.30 am and 6 pm on all the 4 days. You should be ready with a personal desktop computer/laptop/tablet with high speed data connectivity to attend the same. Further details will be intimated to you in due course by Federal Knowledge & Development Centre (FKDC). Successful completion of the online Induction/Orientation programme, by way of attendance in all sessions, satisfactory level of engagement/performance, is a pre-requisite for joining the Bank.

Remuneration
You will be on a pay scale of 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay 36000/- at Aluva would be as follows:

Particulars	**Amount (Rs.)**
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	11811.86
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	69215.86

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one months pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.

b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should beuploaded in the Fed Recruit mobile application. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank (also should be uploaded in Fed Recruit mobile application).

c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:https://bit.ly/3dUGJd6). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.

e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.

f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format https://bit.ly/2C2Tzsx) .Hard copy of the documents should be submitted on the joining day.

g. One copy of your latest passport size photograph.

h. Self attested copies of any two of (i) PAN Card (ii) Voters ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).

i. Certificate of completion of pre-induction training programme.

j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Banks Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Banks Doctor. You are required to undergo physical medical examination by Banks Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the Defined Contributory Pension Scheme as applicable for the Bank employees in line with the National Pension System.

On confirmation in Bank's service, you will be required to enroll yourself as a member of the Group Term Assurance Plan. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers cadre.

Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months notice in writing to the Bank or you would be liable to pay to the Bank three months pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three months notice in writing to the Bank or you would be liable to pay to the Bank three months pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.

As per the administrative requirements, Bank may allot any duties to you from time to time and your designation will accordingly be changed depending upon the nature of work. You are advised to adhere to the acceptable levels of decorum at workplace even during the online Induction/Orientation programme by way of presentable attire [business casual, smart casual, business attire] and professional etiquettes representing the image and reputation of the Bank.

You will be eligible for actual travelling expenses (subject to a maximum of 02nd AC Train fare) from your place of domicile to the place of posting.

John P J
Vice President (HR)

I, Jagrati Gupta , accept and confirm the above terms and conditions.
Place:
Date:
(Signature of the Candidate)

Annexure

Monthly Emoluments

Particulars	**Amount (Rs.)**
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	11811.86
HRA (Leased Accommodation)	13500.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Entertainment Expenses	2250.00
Cleansing Charges	1000.00
Newspaper #	525.00
Mobilephone Charges#	1000.00
Fuel Reimbursement(Four Wheeler)	8000.00
Total	81990.86

after one year
@ Leased accommodation amount will be credited to Lessors account only (leased accommodation eligibility ranges from Rs.7800/- to 23000/- depending upon the place of posting. At Aluva it is 13500 /-)

*You will be eligible for monthly conveyance allowance as follows;
a) 80 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace
OR
b) 50 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace
OR
c) Fixed conveyance of 3000/-

Other Allowances

Allowances	Amount (Rs.)	Remarks
Medical Aid	10300.00	Yearly
Closing Allowance	2600.00	Yearly
Digital Promotion	2200.00	Yearly
Leave Encashment (Annual)	9617.00	Yearly
Cost of Brief Case/ Office Bags	4500.00	Once in 3 years
Exgratia*	36500.00	Lumpsum

*Will vary according to the profit position of the Bank.

Never reveal your ATM PIN, CVV no. printed on the reverse of the Debit card, Internet banking passwords, OTP etc. to anyone including Bank officials. Federal Bank never asks for your confidential credentials.

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately and destroy all copies of this message and any attachments.
WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.
The Federal Bank Ltd

Re: IBS Hyderabad Batch 2022

1 message

Khan, Insha <Insha.TanveerKhan@tatatechnologies.com> Thu, 2 Dec 2021 at 12:58 pm
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Cc: Pandey, Shivani <Shivani.Pandey@tatatechnologies.com>, Kumar, Sushant <Sushant.Kumar@tatatechnologies.com>

Hello Professor,

Congratulations, PFB the final selects.

Arbaz shah
Siddhardha Talluri
Aayush Gupta

Designation - PGT Post Graduate Trainee
CTC- 7.5 LPA

Regards,
Insha

From: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Sent: Wednesday, December 1, 2021 6:26 PM
To: Khan, Insha <Insha.TanveerKhan@tatatechnologies.com>
Cc: Pandey, Shivani <Shivani.Pandey@tatatechnologies.com>; Kumar, Sushant <Sushant.Kumar@tatatechnologies.com>
Subject: Re: IBS Hyderabad Batch 2022

PROCEED WITH CARE: The source of this email is external to Tata Technologies. Exercise discretion when clicking on links and attachments.

Hi Insha,

For our college records and for ranking purpose we need desination and ctc.
Request you to please add it and sent.

On Wed, 1 Dec 2021, 5:53 pm Khan, Insha, <Insha.TanveerKhan@tatatechnologies.com> wrote:

> Hello Professor,
>
> Congratulations, PFB the students selected for Tata Technologies.
>
> | |
> |---|
> | Siddhardha Talluri |
> | Aayush Gupta |
>
> Regards,

Insha

****
Email Disclaimer: The contents of this e-mail and any attachment(s) may contain confidential or privileged information for the intended recipient(s). Unintended recipients are prohibited from taking action on the basis of information in this e-mail and using or disseminating the information, and must notify the sender and delete it from their system. Tata Technologies will not accept responsibility or liability for the accuracy or completeness of, or the presence of any virus or disabling code in this e-mail.
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Email Disclaimer: The contents of this e-mail and any attachment(s) may contain confidential or privileged information for the intended recipient(s). Unintended recipients are prohibited from taking action on the basis of information in this e-mail and using or disseminating the information, and must notify the sender and delete it from their system. Tata Technologies will not accept responsibility or liability for the accuracy or completeness of, or the presence of any virus or disabling code in this e-mail.
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HRD: TAT: TRG: 360: 2020-21 DATE: 05.08.2021

MS. IPSITA RAY
D/o Mr. MANAS RAY
FLAT 3 C BLOCK C,,
TIRUPATI TOWERS,,
SALUA ROYPARA,, KOLKATA 700136
WEST BENGAL

Dear Ms. Ipsita Ray,

Offer for Appointment in the Bank as Probationary Officer in Scale I cadre

In continuation to the Online Test and Interview, we are glad to offer you appointment in the Bank as Probationary Officer in Scale I cadre.

As you have completed your Induction Training Programme, you are advised to report at the below mentioned Office for the **completion of joining formalities and commencement of duty on 12.08.2021**:

THE SOUTH INDIAN BANK LTD.
BRANCH: JAMSHEDPUR (0570)
BAGAN NO.09, WARD NO.07,
STREET NO.07, NEW KALIMATI ROAD, SAKCHI P.O.,
PURBI SINGHBHUM 831001
JHARKHAND
PH NO.0657-2443087

You are liable for transfer anywhere in India at the sole discretion of the Bank. Initially you will be on probation for a period of 2 (two) years. On successful completion of probation, you will be confirmed in the service of the Bank as Assistant Manager in Scale I cadre. In case the Bank finds your services unsatisfactory, it reserves the right to extend your probation/ terminate your service at its sole discretion.

Please note that as you are allowed to join the service of Bank prior to the declaration of final results of your qualifying course, your appointment will be on provisional basis till submission of mark list/original degree certificate of having qualified the prescribed course meeting all the stipulated eligibility criteria.

Details of remuneration, perquisites payable to you on probation and other terms and conditions of employment are attached herewith. Please confirm acceptance of the offer to the e-mail ID careers@sib.co.in on or before **06.08.2021.**

We hope this will be the beginning of a long and rewarding career with us.

Yours sincerely,

(Anto George T.)
Senior General Manager (HR & Admin)

Encl: Remuneration, Perquisites and other Terms & Conditions

REMUNERATION, PERQUISITES AND OTHER TERMS & CONDITIONS

Pay Scale (as per IBA)

36,000 – 1,490/7 – 46,430 – 1,740/2 – 49,910 – 1,990/7 – 63,840

Monthly Salary (as per IBA)

Basic Pay	:	Rs.36,000/-
Special Allowance	:	16.40% of Basic Pay
Dearness Allowance (for May, June and July 2021)	:	25.69% of BP + Special Allowance + Learning Allowance
Learning Allowance	:	Rs.600/-

Monthly Allowance

Entertainment Expense	:	Rs.300/-
Newspaper/ Periodicals	:	Rs.400/-
Fixed Conveyance	:	Rs.650/-
House Rent Allowance	:	As per eligibility and norms of the Bank

Half - Yearly Allowance

Closing Allowance	:	Rs.1,100/-

Yearly Allowance

Medical Aid	:	Rs.10,300/-

Other Benefits

a) In addition to the above, on confirmation you will also be eligible for all allowances & benefits applicable to Scale I cadre which are in existence or may be introduced in the Bank from time to time.

b) You will be eligible for Performance Linked Incentive (PLI) as applicable to Scale I cadre.

c) You will also be governed by the "Defined Contributory Pension Scheme" in terms of the Bipartite settlement and amendments thereon from time to time. The said Pension Scheme will be as per the provisions of the New Pension System under Pension Fund Regulatory and Development Authority. 10% of (Basic Pay + D.A) will be deducted monthly from the salary towards the Pension Fund. An equal amount will be contributed by the Bank

d) You are eligible for Gratuity as per the provisions of The Payments of Gratuity Act after rendering five years of continuous service in the Bank.

Employee Training & Development

You will be trained on the job during probation period and as a part of continuous employee training and evaluation, you need to attempt 20 modules of the e-learning test conducted by Bank's Staff Training College during your probation. You are required to score a minimum of 60% marks in each module and an aggregate of 70% marks for all the 20 modules put together before getting confirmed in the service of the Bank. The marks scored in these tests will also be taken in to consideration for your confirmation. The detailed modalities of the e-learning test will be informed to you in due course.

Other Terms and Conditions

a) You should be possessing the stipulated qualification/criteria for the selection process as cited below:

- ✓ Age: Not more than 25 years as on 31.03.2021
- ✓ 2 years of age relaxation for students with minimum 1 year of work experience.
- ✓ Post-Graduation in MBA/ PGDM/ PGDBM/ PGPM/ PGDBF under regular course
- ✓ Major specialization in Finance/ Marketing mandatory.
- ✓ Pass in 10th & 12th & Graduation with 60% & above.
- ✓ Scoring minimum 60% marks separately in all the semester(s)/ year(s) in first attempt for the above mentioned Management course.
- ✓ Also required to pass the remaining semester/year with minimum 60% marks in first attempt

b) Also be informed that original certificates and mark sheets which are yet to be received from the university has to be submitted on or before **31.10.2021** failing which your appointment will be terminated.

c) It shall be distinctly understood that this offer for appointment is subject to your passing with the stipulated qualification/ criteria cited above, submission of original documents/ credentials, medical fitness, police verification and satisfactory background verification. The original Educational Certificates will be returned to you normally on your completion of 3 years of active service in the Bank.

d) You have to execute an agreement to the effect that you will serve the Bank for a minimum period of 3 (three) years active service from the date of your joining the bank. In case you leave the service of the Bank before the expiry of the said period, a sum of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) will have to be paid towards expenses incurred by the bank for recruitment, imparting training (both in house and external training including on the job training), compensation/ liquidated damages on account of loss of opportunity for the Bank from deriving anticipated benefits out of the recruitment process, etc.

e) You shall not leave or discontinue your service in the Bank without first giving a Notice in writing of your intention to leave or discontinue the service or resign. The period of notice required shall be 3 months of continuous service without leave and the same shall be submitted to the Competent Authority.

f) You shall comply with all the rules and regulations in force from time to time in the Bank as applicable to other employees of the Bank and shall carry out all the other lawful orders/ instructions/ directions of the Bank as are given to you in connection with the day-to-day discharge of your duties and other assignments assigned/ delegated by the

Bank from time to time, while in service of the Bank.

g) All non-public/ price sensitive information obtained/ accessed/ reviewed during your service should be kept as confidential and should not be released/ disclosed either during your service or following cessation (by whatever means) to third parties without prior clearance from the Bank.

h) The Bank shall be entitled to terminate your service without notice, indemnities and compensation in any of the following events:

- ✓ If you are in the opinion of the Bank, guilty of dishonesty, misconduct or negligence in the performance of your duties.
- ✓ If you have been found to have committed a serious breach or continual material breach of any of your duties or obligations; made any illegal monetary benefits in cash or in kind out of any of the Bank's affairs.

i) All information pertaining to your remuneration is to be kept as confidential and should not be disclosed for any reason, other than as required for appropriate financial reporting purposes.

j) Bank at its discretion will carry out the background checks as per the policy of the bank.

k) It shall be distinctly understood that your appointment is subject to your medical fitness and satisfactory background verification. If it is later found that, you have made concealment of facts/reported false details in the Personal Statement form/ any other document/ certificate, you will be liable for termination from service without further notice. The medical reports/ fitness certificates submitted by you are liable to be re-examined or scrutinised by the Bank's Doctor at Bank's discretion and your appointment in the Bank is subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You will be required to undergo medical examination by the Doctor of Bank's choice, in case the doctor insists for a detailed medical examination, after analysing the medical reports submitted by you. Also please note that if any information already submitted by you is found to be false or untrue or if any material information is suppressed, your service is liable to be terminated.

Please note that on confirming acceptance to this offer for appointment, detailed instructions along with document formats will be sent to your registered e-mail ID for the completion of pre-joining formalities.

I hereby accept the terms and conditions of offer for appointment

Signature :

Place :

Date :

LIST OF PROVISIONALLY SELECTED CANDIDATES FOR THE

POST OF PROBATIONARY OFFICERS

THE ICFAI BUSINESS SCHOOL, HYDERABAD

It gives us immense pleasure to formally inform you that the following students from your institution have come out successful in the selection process held for the post of Probationary Officer.

SI NO.	REFERENCE ID	CANDIDATE NAME
1	N12906202100874	TUSHAR KHARBANDA
2	N12906202101177	IPSITA RAY

We congratulate the selected candidates and wish them a successful career with us. We also congratulate all those in the institution mentoring them to take up challenges ahead.

****

HRD:TAT:GEN:001:2021-22 DATE: 09.04.2021

To,

THE PLACEMENT COORDINATOR
THE ICFAI BUSINESS SCHOOL, HYDERABAD

Dear Sir/Madam,

Sub: Campus Recruitment of Probationary Officers

Greetings from The South Indian Bank Ltd.!!

This is with regard to the subject line, we The South Indian Bank Ltd. would be immensely happy to associate with your institution to conduct a recruitment drive.

As you are aware, we are a leading Commercial Bank in Private Sector with more than ₹1,42,000 crores of business providing the privileges of anywhere banking, internet banking and mobile banking to our patrons without compromising the values of traditional banking. With a success history of over 92 years, we have a national presence through the sincere efforts of a dedicated team of 8300 personnel. At present we have 878 branches, 1303 ATMs & 110 CDM/ CRM spread over all States / Union Territories.

To instil young blood into the organisation and to facilitate our business expansion, we are planning to recruit talented and bright students as **Probationary Officers** for our branches/offices located across the country. We look forward to recruit from the students who are completing their course in the **academic year 2020-21**. The Probationary Officers on joining will be trained on-the-job as well as in our Staff Training College and also in the reputed training colleges of the industry in major centres. Needless to mention, they will have to work at any branch/office of the Bank and contribute their might to the Organisational Development, which will be rewarded by fast track career advancement, based on performance and future potential.

The Eligibility Criteria for the Recruitment Process and Salary Structure (on probation) is attached herewith.

In this regard, we request you to inform the students about the recruitment process and do all the needful so that we receive the list of interested students within stipulated time. A preliminary scrutiny of the applications will be done by the Bank for short-listing the students. The details of the students, date and time for the recruitment process will be informed in due course.

Looking forward to a fruitful association.

Yours faithfully,

(Anto George T.)
Senior General Manager – HR & Admin

Encl: Eligibility Criteria and Salary Structure (on probation).

✓ **ELIGIBILITY CRITERIA**

Age	• Not more than 25 years as on 31.03.2021. • 2 years of age relaxation for students with minimum 1 year of work experience.
Minimum Educational Qualification	• MBA/ PGDM/ PGDBM/ PGPM/ PGDBF • Finance/ Marketing as major specialization. • 60% marks in X/SSLC, XII/HSC and Graduation. • 60% marks in each semester(s)/ year(s) in first attempt for the above mentioned Management courses. • Also required to pass the remaining semester/year with minimum 60% marks

✓ **SALARY STRUCTURE** (On Probation)

At present, the maximum annual CTC will be more than ₹ 10,00,000/- in metro cities during probation including all the monthly and annual benefits as mentioned below.

Pay Scale (as per IBA)

36,000 – 1,490/7 – 46,430 – 1,740/2 – 49,910 – 1,990/7 – 63,840

Monthly Salary (as per IBA)

Basic Pay	:	₹ 36,000/-
Special Allowance	:	16.40% of Basic Pay
Dearness Allowance (Quarterly Varying)	:	26.18% of B.P. + Special Allowance + Learning Allowance
Learning Allowance	:	₹ 600/-
City Compensatory Allowance	:	₹ 1,400/- *

Monthly Allowance

Entertainment Expense	:	₹ 300/-
Newspaper/ Periodicals	:	₹ 400/-
Fixed Conveyance	:	₹ 650/-
House Rent Allowance	:	₹ 5,250/- to ₹ 19,600/- *

Half - Yearly Allowance

Closing Allowance	:	₹ 1,100/-

Yearly Allowance

Medical Aid	:	₹ 10,300/-

*As applicable and varies according to the place of posting

Other Benefits

a) On confirmation, will be eligible for all allowances and benefits applicable to Scale I cadre which are in existence or may be introduced in the Bank from time to time.

b) Will be eligible for Performance Linked Incentive Scheme (PLIS) as per the terms and conditions existing in the Bank. As per the current norms, the maximum annual eligible amount is ₹1,00,000/- p.a. in Scale I cadre.

c) Will be eligible for Free Personal Accident Insurance benefits up to ₹35,00,000/- and Medical Insurance upto ₹4,00,000/- per annum.

d) Will be governed by the "Defined Contributory Pension Scheme" in terms of the Bipartite settlement and amendments thereon from time to time. The said Pension Scheme will be as per the provisions of the New Pension System under Pension Fund Regulatory and Development Authority. 10% of (Basic Pay + D.A thereon) will be deducted monthly from the salary towards the Pension Fund. An equal amount will be contributed by the Bank.

e) Will be eligible for Gratuity as per the provisions of The Payments of Gratuity Act after rendering five years of continuous service in the Bank.

Other Terms and Conditions

On joining the service of the Bank, they have to execute an agreement to the effect that they will serve the Bank for a continuous period of 3 (three) years active service from the date of joining the bank. Further, the originals of Marklists & Certificates of X, XII, Graduation & Post Graduation will have to be submitted for verification and the same will be returned only after the stipulated active service from the date of joining. In case they leave the service of the Bank before the expiry of the said period, a sum of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) will have to be paid towards expenses incurred by the bank for recruitment, imparting training (both in house and external training including on the job training), compensation/ liquidated damages on account of loss of opportunity for the Bank from deriving anticipated benefits out of the recruitment process, etc.

They shall not leave or discontinue your service in the Bank without first giving a Notice in writing of his/her intention to leave or discontinue the service or resign. The period of notice required shall be 3 months of continuous service without leave and the same shall be submitted to the Competent Authority.

With respect to the candidates who are provisionally selected, after the selection process, the institute shall keep informed the Bank, the results of remaining semester exams and furnish mark lists as and when the results are published. Similarly, they shall inform the Bank the completion of course and final results, when published. The candidates provisionally selected should give their acceptance in writing and they shall join the Bank as and when the provisional appointment order is given. The candidates will have to be specifically informed that the selection is only provisional and they are entitled to get offer for appointment only if they meet all the eligibility criteria stipulated by the bank, medical fitness, police clearance and satisfactory Background Verification. In case the candidate fails to meet the eligibility criteria, the provisional selection will stand nullified.

****

HRD: TAT: TRG: 335: 2020-21 DATE: 05.08.2021

MR. TUSHAR KHARBANDA
S/o Mr. RAJEEV KHARBANDA
No. 30,,
TRIVENI GANJ,,
NEAR BANK OF BARODA,, HAPUR 245101
UTTAR PRADESH

Dear Mr. Tushar Kharbanda,

Offer for Appointment in the Bank as Probationary Officer in Scale I cadre

In continuation to the Online Test and Interview, we are glad to offer you appointment in the Bank as Probationary Officer in Scale I cadre.

As you have completed your Induction Training Programme, you are advised to report at the below mentioned Office for the **completion of joining formalities and commencement of duty on 12.08.2021**:

THE SOUTH INDIAN BANK LTD.
BRANCH: BHOSARI (0865)
SHOP NO.1 TO 4, GROUND FLOOR, SHIV APARTMENT,
INDRAYANI NAGAR, PLOT NO. 9(S), SECTOR NO. 1, PCNTDA,
PUNE NASIK HIGHWAY, BHOSARI P.O., PUNE 411026,
MAHARASHTRA
PH NO.020-27237766

You are liable for transfer anywhere in India at the sole discretion of the Bank. Initially you will be on probation for a period of 2 (two) years. On successful completion of probation, you will be confirmed in the service of the Bank as Assistant Manager in Scale I cadre. In case the Bank finds your services unsatisfactory, it reserves the right to extend your probation/ terminate your service at its sole discretion.

Please note that as you are allowed to join the service of Bank prior to the declaration of final results of your qualifying course, your appointment will be on provisional basis till submission of mark list/original degree certificate of having qualified the prescribed course meeting all the stipulated eligibility criteria.

Details of remuneration, perquisites payable to you on probation and other terms and conditions of employment are attached herewith. Please confirm acceptance of the offer to the e-mail ID careers@sib.co.in on or before **06.08.2021.**

We hope this will be the beginning of a long and rewarding career with us.

Yours sincerely,

(Anto George T.)
Senior General Manager (HR & Admin)

Encl: Remuneration, Perquisites and other Terms & Conditions

REMUNERATION, PERQUISITES AND OTHER TERMS & CONDITIONS

Pay Scale (as per IBA)

36,000 – 1,490/7 – 46,430 – 1,740/2 – 49,910 – 1,990/7 – 63,840

Monthly Salary (as per IBA)

Basic Pay	:	Rs.36,000/-
Special Allowance	:	16.40% of Basic Pay
Dearness Allowance (for May, June and July 2021)	:	25.69% of BP + Special Allowance + Learning Allowance
Learning Allowance	:	Rs.600/-

Monthly Allowance

Entertainment Expense	:	Rs.300/-
Newspaper/ Periodicals	:	Rs.400/-
Fixed Conveyance	:	Rs.650/-
House Rent Allowance	:	As per eligibility and norms of the Bank

Half - Yearly Allowance

Closing Allowance	:	Rs.1,100/-

Yearly Allowance

Medical Aid	:	Rs.10,300/-

Other Benefits

a) In addition to the above, on confirmation you will also be eligible for all allowances & benefits applicable to Scale I cadre which are in existence or may be introduced in the Bank from time to time.

b) You will be eligible for Performance Linked Incentive (PLI) as applicable to Scale I cadre.

c) You will also be governed by the "Defined Contributory Pension Scheme" in terms of the Bipartite settlement and amendments thereon from time to time. The said Pension Scheme will be as per the provisions of the New Pension System under Pension Fund Regulatory and Development Authority. 10% of (Basic Pay + D.A) will be deducted monthly from the salary towards the Pension Fund. An equal amount will be contributed by the Bank

d) You are eligible for Gratuity as per the provisions of The Payments of Gratuity Act after rendering five years of continuous service in the Bank.

Employee Training & Development

You will be trained on the job during probation period and as a part of continuous employee training and evaluation, you need to attempt 20 modules of the e-learning test conducted by Bank's Staff Training College during your probation. You are required to score a minimum of 60% marks in each module and an aggregate of 70% marks for all the 20 modules put together before getting confirmed in the service of the Bank. The marks scored in these tests will also be taken in to consideration for your confirmation. The detailed modalities of the e-learning test will be informed to you in due course.

Other Terms and Conditions

a) You should be possessing the stipulated qualification/criteria for the selection process as cited below:

- ✓ Age: Not more than 25 years as on 31.03.2021
- ✓ 2 years of age relaxation for students with minimum 1 year of work experience.
- ✓ Post-Graduation in MBA/ PGDM/ PGDBM/ PGPM/ PGDBF under regular course
- ✓ Major specialization in Finance/ Marketing mandatory.
- ✓ Pass in 10th & 12th & Graduation with 60% & above.
- ✓ Scoring minimum 60% marks separately in all the semester(s)/ year(s) in first attempt for the above mentioned Management course.
- ✓ Also required to pass the remaining semester/year with minimum 60% marks in first attempt

b) Also be informed that original certificates and mark sheets which are yet to be received from the university has to be submitted on or before **31.10.2021** failing which your appointment will be terminated.

c) It shall be distinctly understood that this offer for appointment is subject to your passing with the stipulated qualification/ criteria cited above, submission of original documents/ credentials, medical fitness, police verification and satisfactory background verification. The original Educational Certificates will be returned to you normally on your completion of 3 years of active service in the Bank.

d) You have to execute an agreement to the effect that you will serve the Bank for a minimum period of 3 (three) years active service from the date of your joining the bank. In case you leave the service of the Bank before the expiry of the said period, a sum of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) will have to be paid towards expenses incurred by the bank for recruitment, imparting training (both in house and external training including on the job training), compensation/ liquidated damages on account of loss of opportunity for the Bank from deriving anticipated benefits out of the recruitment process, etc.

e) You shall not leave or discontinue your service in the Bank without first giving a Notice in writing of your intention to leave or discontinue the service or resign. The period of notice required shall be 3 months of continuous service without leave and the same shall be submitted to the Competent Authority.

f) You shall comply with all the rules and regulations in force from time to time in the Bank as applicable to other employees of the Bank and shall carry out all the other lawful orders/ instructions/ directions of the Bank as are given to you in connection with the day-to-day discharge of your duties and other assignments assigned/ delegated by the

Bank from time to time, while in service of the Bank.

g) All non-public/ price sensitive information obtained/ accessed/ reviewed during your service should be kept as confidential and should not be released/ disclosed either during your service or following cessation (by whatever means) to third parties without prior clearance from the Bank.

h) The Bank shall be entitled to terminate your service without notice, indemnities and compensation in any of the following events:

- ✓ If you are in the opinion of the Bank, guilty of dishonesty, misconduct or negligence in the performance of your duties.
- ✓ If you have been found to have committed a serious breach or continual material breach of any of your duties or obligations; made any illegal monetary benefits in cash or in kind out of any of the Bank's affairs.

i) All information pertaining to your remuneration is to be kept as confidential and should not be disclosed for any reason, other than as required for appropriate financial reporting purposes.

j) Bank at its discretion will carry out the background checks as per the policy of the bank.

k) It shall be distinctly understood that your appointment is subject to your medical fitness and satisfactory background verification. If it is later found that, you have made concealment of facts/reported false details in the Personal Statement form/ any other document/ certificate, you will be liable for termination from service without further notice. The medical reports/ fitness certificates submitted by you are liable to be re-examined or scrutinised by the Bank's Doctor at Bank's discretion and your appointment in the Bank is subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You will be required to undergo medical examination by the Doctor of Bank's choice, in case the doctor insists for a detailed medical examination, after analysing the medical reports submitted by you. Also please note that if any information already submitted by you is found to be false or untrue or if any material information is suppressed, your service is liable to be terminated.

Please note that on confirming acceptance to this offer for appointment, detailed instructions along with document formats will be sent to your registered e-mail ID for the completion of pre-joining formalities.

I hereby accept the terms and conditions of offer for appointment

Signature :

Place :

Date :

LIST OF PROVISIONALLY SELECTED CANDIDATES FOR THE

POST OF PROBATIONARY OFFICERS

THE ICFAI BUSINESS SCHOOL, HYDERABAD

It gives us immense pleasure to formally inform you that the following students from your institution have come out successful in the selection process held for the post of Probationary Officer.

SI NO.	REFERENCE ID	CANDIDATE NAME
1	N12906202100874	TUSHAR KHARBANDA
2	N12906202101177	IPSITA RAY

We congratulate the selected candidates and wish them a successful career with us. We also congratulate all those in the institution mentoring them to take up challenges ahead.

****

HRD:TAT:GEN:001:2021-22 DATE: 09.04.2021

To,

THE PLACEMENT COORDINATOR
THE ICFAI BUSINESS SCHOOL, HYDERABAD

Dear Sir/Madam,

Sub: Campus Recruitment of Probationary Officers

Greetings from The South Indian Bank Ltd.!!

This is with regard to the subject line, we The South Indian Bank Ltd. would be immensely happy to associate with your institution to conduct a recruitment drive.

As you are aware, we are a leading Commercial Bank in Private Sector with more than ₹1,42,000 crores of business providing the privileges of anywhere banking, internet banking and mobile banking to our patrons without compromising the values of traditional banking. With a success history of over 92 years, we have a national presence through the sincere efforts of a dedicated team of 8300 personnel. At present we have 878 branches, 1303 ATMs & 110 CDM/ CRM spread over all States / Union Territories.

To instil young blood into the organisation and to facilitate our business expansion, we are planning to recruit talented and bright students as **Probationary Officers** for our branches/offices located across the country. We look forward to recruit from the students who are completing their course in the **academic year 2020-21**. The Probationary Officers on joining will be trained on-the-job as well as in our Staff Training College and also in the reputed training colleges of the industry in major centres. Needless to mention, they will have to work at any branch/office of the Bank and contribute their might to the Organisational Development, which will be rewarded by fast track career advancement, based on performance and future potential.

The Eligibility Criteria for the Recruitment Process and Salary Structure (on probation) is attached herewith.

In this regard, we request you to inform the students about the recruitment process and do all the needful so that we receive the list of interested students within stipulated time. A preliminary scrutiny of the applications will be done by the Bank for short-listing the students. The details of the students, date and time for the recruitment process will be informed in due course.

Looking forward to a fruitful association.

Yours faithfully,

(Anto George T.)
Senior General Manager – HR & Admin

Encl: Eligibility Criteria and Salary Structure (on probation).

✓ **ELIGIBILITY CRITERIA**

Age	• Not more than 25 years as on 31.03.2021. • 2 years of age relaxation for students with minimum 1 year of work experience.
Minimum Educational Qualification	• MBA/ PGDM/ PGDBM/ PGPM/ PGDBF • Finance/ Marketing as major specialization. • 60% marks in X/SSLC, XII/HSC and Graduation. • 60% marks in each semester(s)/ year(s) in first attempt for the above mentioned Management courses. • Also required to pass the remaining semester/year with minimum 60% marks

✓ **SALARY STRUCTURE** (On Probation)

At present, the maximum annual CTC will be more than ₹ 10,00,000/- in metro cities during probation including all the monthly and annual benefits as mentioned below.

Pay Scale (as per IBA)

36,000 – 1,490/7 – 46,430 – 1,740/2 – 49,910 – 1,990/7 – 63,840

Monthly Salary (as per IBA)

Basic Pay	:	₹ 36,000/-
Special Allowance	:	16.40% of Basic Pay
Dearness Allowance (Quarterly Varying)	:	26.18% of B.P. + Special Allowance + Learning Allowance
Learning Allowance	:	₹ 600/-
City Compensatory Allowance	:	₹ 1,400/- *

Monthly Allowance

Entertainment Expense	:	₹ 300/-
Newspaper/ Periodicals	:	₹ 400/-
Fixed Conveyance	:	₹ 650/-
House Rent Allowance	:	₹ 5,250/- to ₹ 19,600/- *

Half - Yearly Allowance

Closing Allowance	:	₹ 1,100/-

Yearly Allowance

Medical Aid	:	₹ 10,300/-

*As applicable and varies according to the place of posting

Other Benefits

a) On confirmation, will be eligible for all allowances and benefits applicable to Scale I cadre which are in existence or may be introduced in the Bank from time to time.

b) Will be eligible for Performance Linked Incentive Scheme (PLIS) as per the terms and conditions existing in the Bank. As per the current norms, the maximum annual eligible amount is ₹1,00,000/- p.a. in Scale I cadre.

c) Will be eligible for Free Personal Accident Insurance benefits up to ₹35,00,000/- and Medical Insurance upto ₹4,00,000/- per annum.

d) Will be governed by the "Defined Contributory Pension Scheme" in terms of the Bipartite settlement and amendments thereon from time to time. The said Pension Scheme will be as per the provisions of the New Pension System under Pension Fund Regulatory and Development Authority. 10% of (Basic Pay + D.A thereon) will be deducted monthly from the salary towards the Pension Fund. An equal amount will be contributed by the Bank.

e) Will be eligible for Gratuity as per the provisions of The Payments of Gratuity Act after rendering five years of continuous service in the Bank.

Other Terms and Conditions

On joining the service of the Bank, they have to execute an agreement to the effect that they will serve the Bank for a continuous period of 3 (three) years active service from the date of joining the bank. Further, the originals of Marklists & Certificates of X, XII, Graduation & Post Graduation will have to be submitted for verification and the same will be returned only after the stipulated active service from the date of joining. In case they leave the service of the Bank before the expiry of the said period, a sum of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) will have to be paid towards expenses incurred by the bank for recruitment, imparting training (both in house and external training including on the job training), compensation/ liquidated damages on account of loss of opportunity for the Bank from deriving anticipated benefits out of the recruitment process, etc.

They shall not leave or discontinue your service in the Bank without first giving a Notice in writing of his/her intention to leave or discontinue the service or resign. The period of notice required shall be 3 months of continuous service without leave and the same shall be submitted to the Competent Authority.

With respect to the candidates who are provisionally selected, after the selection process, the institute shall keep informed the Bank, the results of remaining semester exams and furnish mark lists as and when the results are published. Similarly, they shall inform the Bank the completion of course and final results, when published. The candidates provisionally selected should give their acceptance in writing and they shall join the Bank as and when the provisional appointment order is given. The candidates will have to be specifically informed that the selection is only provisional and they are entitled to get offer for appointment only if they meet all the eligibility criteria stipulated by the bank, medical fitness, police clearance and satisfactory Background Verification. In case the candidate fails to meet the eligibility criteria, the provisional selection will stand nullified.

****

IBS ICFAI BUSINESS SCHOOL

Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

FW: Offer Letter _ ValueMomentum Software

Kiran Uppala <Kiran.Uppala@valuemomentum.com> Mon, Aug 16, 2021 at 12:47 PM
To: Bhoomi Arabindo <bhoomiarabindo@ibsindia.org>

From: Sanjana Sangar Somagani <Sanjanasangar.Somagani@valuemomentum.com>
Sent: 10 August 2021 19:39
To: kumarankit990@yahoo.in
Subject: Offer Letter _ ValueMomentum Software

Dear Ankit,

Congratulations!!

Further to our conversation, we are pleased to extend an offer of employment to you on behalf of ValueMomentum Services Private Limited (ValueMomentum) as per the details mentioned below. The India Development Center is going through an exciting and challenging growth phase and we would be happy to have you be a part of this journey.

Role	Associate Trainee-Operations
Band	A1
Date of Joining	16th Aug 2021
Location	Hyderabad

We request you to go through the attached document in detail, which will help you in making an informed decision.

Please note that this offer (along with the final form of any referenced documents), represents the entire agreement between you and ValueMomentum and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon ValueMomentum.

You may communicate your decision over an email by tomorrow so that we can organize the next set of formalities.

Joining Co-ordinates:

Time/Venue	Virtual On-boarding
Onboarding Team Email Address	Onboarding_VM@valuemomentum.com
Onboarding Point of Contact	HR Operations Team
Talent Acquisition Point of Contact details	@Sanjana Sangar Somagani

Please feel free to call Sanjana on the contact number mentioned above, in case you have any queries or need further information.

Thanks and Regards,

Talent Acquisition Team

Information contained and transmitted by this E-MAIL is proprietary to ValueMomentum Inc. and is intended for use only by the individual or entity to which it is addressed, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If this is a forwarded message, the content of this E-MAIL may not have been sent with the authority of the Company. If you are not the intended recipient, an agent of the intended recipient or a person responsible for delivering the information to the named recipient, you are notified that any use, distribution, transmission, printing, copying or dissemination of this information in any way or in any manner is strictly prohibited. If you have received this communication in error, please delete this mail & notify us immediately at info@valuemomentum.com

Offer Letter_Ankit Kumar.pdf
227K

VALUEMOMENTUM

Deliver Value. Drive Momentum

Offer Letter

10th Aug'21

Mr. Ankit kumar,

Congratulations! You have successfully completed the interview process with ValueMomentum and we're excited to offer you the position of "**Associate Trainee-Operations" Grade A1**. The interactions during the interview process have been quite enriching, and it helped us to know you better. We're confident that your knowledge, goals and values are a perfect match for the organization.

Your date of joining would **16th Aug'21.** You are required to sign and return the duplicate copy of the offer letter as a token of your acceptance.

At the time of joining, you are required to submit the following:

- Photocopies of all certificates including birth certificate, academic qualifications
- 3 Passport size photographs
- Passport copy (all pages)
- Pan Card (Photo Copy)

Please bring all your original certificates supporting your educational qualifications along with marksheets at the time of joining. **Kindly note that your appointment is subject to the successful background verification**. Your location of employment will be at Hyderabad/Pune. You may be asked to relocate to any of our offices depending on the business requirements. You are required to work in designated working hours as discussed and agreed during interview process. You are required to work in projects associated with any of our Line of Businesses. Sincerely, I accept the terms of this letter.

Sincerely, I accept the terms of this letter

_____ _____

For ValueMomentum Software Services Pvt. Ltd. **(Candidate's Signature)**

VALUEMOMENTUM
Deliver Value. Drive Momentum

Stack up details of Compensation

Name: Mr..Ankit kumar

Components	**Monthly Amount**	**Annual**
Basic Salary	21100	253200
House Rent Allowance	6593	79119
Conveyance	942	11303
Provident Fund Contribution	1800	21600
Gratuity (payable as per gratuity act)	1014	12173
Flexible Benefits:		
Meal Card	0	0
LTC	1884	22605
NPS	0	0
Total	33333	400000
Annual Component (Payable from the date of joining)	**Variable Pay**	**0**
Total Annual Gross Salary	**400000 (Rupees Four Lakh Only)**	

Deductions:		
Provident Fund (Employee & Employer)	3600(1800+1800)	
Professional Tax	200	
Total Deductions	3800	
Income Tax	**As applicable**	

Note:

1. Deductions will be made towards Provident Fund, Professional Tax and Income tax as applicable.
2. You will be entitled to other benefits like Group Mediclaim Scheme and Group Personal Accident Insurance.

You are requested to contact the Human Resources Department for further clarification if any. This Offer Letter is valid for you to join on or before **16th Aug'21.**

Talent Acquisition Group **Candidate Signature**

Global Research
& Analytics

CRISIL
An S&P Global Company

Date: 01 March 2021
Letter Reference: LOI / 01 March 2021 / Ref No. 9642-56042-87694

Dhvani Kamdar
3-6-594, SharadaGopalan Apartments, Flat no.202
St no. 8, Himayatnagar, Hyderabad
Hyderabad
Telangana - 500029

Dear Dhvani,

LETTER OF INTENT

Congratulations!

We are pleased to inform you that you are selected for the role of Management Trainee with Crisil Limited based on your application and interview with us. We look forward to welcoming you to the CRISIL family.

1. We give below, in brief, the particulars of this offer of employment: Your exact date of joining will be communicated once this offer is accepted from your end.
2. Please note that this offer shall lapse without any further communication to you if we do not receive your acceptance within 3 days from the date of issue of the letter.
3. Your remuneration at the start of your employment will be of the amounts stated in the attached Annexure I. You understand this may be revised from time to time by the company in accordance with its policies.
4. You will be initially based out of Pune SEZ 1.
5. Once this offer is accepted, the Company will issue to you an employment contract setting out in detail the terms and conditions of your employment. That employment contract will supersede this offer letter.
6. Employees have to comply with the applicable Personal Trading Policy for securities trades conducted for self and immediate relatives. The policy requires employees and their immediate relatives to seek prior written approval from Compliance to enter into a securities transaction and in case of restricted securities held the employee/immediate relatives may be required to divest such securities within 15 days of being notified by the Compliance team.
   Depending on the designated level of the employee in the policy, employees and their immediate relatives will be allowed to hold non restricted securities and sell with pre-clearance but there could be restrictions on acquiring, holding, controlling, trading, selling or otherwise possessing a beneficial Interest (including short sales) in any restricted securities. Holding and/or trading in CRISIL securities is permitted with pre-clearance. Please refer to the Personal Trading Policy or consult with the Compliance team for more details before effecting any securities trades

We will be delighted to assist you if you have queries about your offer or about CRISIL. Please reach out to your Vineeta Chawla at email Vineeta.Chawla@ext-crisil.com.

We thank you very much for your interest in associating with CRISIL and look forward to you having a long and professionally fulfilling association with us.

Please note this is a only a letter of intent.

Annexure I

Remuneration details attached to letter reference LOI / 01 March 2021 / Ref No. 9642-56042-87694 **issued to:**
Name: Dhvani B Kamdar

	Level	09A	**Designation**	Management Trainee
	Department	FR-Buy Side-Equity Research	**Location**	Pune SEZ 1
	Date of Joining	15 March 2021		

Renumeration Structure

A	Particulars of Remuneration	Amount in INR
1	Basic Salary (per month)	23333
2	House Rent Allowance (per month)	11667
3	Consolidated Allowance (per month)	14800
4	Transport Allowance (per month)	1600
5	**Total Salary (Per Month)**	51400
6	**Total Salary (Per Annum)**	616800
B	**Reimbursements**	
1	**Leave Travel Assistance**	49000
C	**Retirement and other benefits**	
1	Employer's Contribution to Provident Fund	21600
2	Gratuity in accordance with the Payment of Gratuity Act, 1972	12600
D	**Total Annual Fixed Compensation (A6+B+C)**	700000

D	Additional Benefits
1	Discretionary performance linked variable pay ("Variable Pay"): The company has a discretionary Variable Pay program applicable for its employees. CRISIL financial performance, business unit performance and individual performance shall determine individual's Variable Pay eligibility and amount (if any) for the year. If found eligible, variable pay is payable if and only if you are in employment of the Company and not serving notice period at the time when Variable Pay is paid by the Company for that particular year. Variable Pay is not an entitlement or a guaranteed form of payment. The Company reserves the right to revise, modify and amend the Variable Pay program at its sole and absolute discretion. If eligible, your maximum Variable Pay potential subject to on-target company performance and individual performance (at far exceeds expectations) for the year 2021 will be at 20% of your AFC. Variable Pay is calculated on pro-rata basis for number of days worked in the year of joining the Company.
2	Short term loan up to 15% of your Total Fixed Base Compensation may be availed of by you after 45 days of start of your employment subject to applicable Policy (This may be treated as a perquisite under tax laws and will be subject to additional tax).
3	Flexible Benefits Plan (FBP): This plan allows you to maximize tax efficiency by restructuring certain salary components. Please refer to the Flexible Benefits Plan on People Connect (HRMS).
4	You will be covered under the Group Mediclaim, Group Term Life and Group Personal Accident Policy as per Company rules from day one.
5	You will be paid a onetime joining bonus of Rs. 50,000/-, on completion of positive background verification check as per company policy. This will be subject to taxes as per the prevailing Income Tax Rules.

IBS ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: CRISIL Job Offer - Management Trainee - Pune SEZ 1

1 message

Dhvani Kamdar <dhvanibkamdar98@gmail.com> Thu, Dec 2, 2021 at 10:21 AM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Sir,
I hope this mail finds you well. Kindly find the employment route mail forwarded.

Regards,
Dhvani Kamdar
(9550099497)

---------- Forwarded message ---------
From: **MyCRISIL** <mycrisil@crisil.com>
Date: Mon, Mar 1, 2021 at 4:59 PM
Subject: CRISIL Job Offer - Management Trainee - Pune SEZ 1
To: Dhvani B Kamdar <dhvanibkamdar98@gmail.com>
Cc: Vineeta <Vineeta.Chawla@ext-crisil.com>

Dear Dhvani,

Greetings from CRISIL!

Based on your interactions with us during the interview process, we are happy to confirm your selection for the role of Management Trainee (9642).

We are sure you will be delighted to join our enterprising team and will find the opportunity rewarding.

The details of the compensation being offered to you is available on our Careers Portal. Please click on View/Accept Offer ... to view the same.

Please click on the acceptance tab on the portal to confirm.

We look forward to have you join us as part of the CRISIL family.

Regards,
Vineeta Chawla
CRISIL Talent Acquisition Team

CRISIL
An S&P Global Company
Confidential

Date: 19 February 2021
Letter Reference: LOI / 19 February 2021 / Ref No. 9542-55732-86949

Saisadwik Chodavarapu
Flat no. 12, Dev valley apartment, Shivneri colony
Siddhatek Nagar, ITI-Ambad link Road, Kamatwade
Nashik
Maharashtra - 422010

Dear Saisadwik,

LETTER OF INTENT

Congratulations!

We are pleased to inform you that you are selected for the role of Management Trainee with Crisil Limited based on your application and interview with us. We look forward to welcoming you to the CRISIL family.

1. We give below, in brief, the particulars of this offer of employment: Your exact date of joining will be communicated once this offer is accepted from your end.
2. Please note that this offer shall lapse without any further communication to you if we do not receive your acceptance within 3 days from the date of issue of the letter.
3. Your remuneration at the start of your employment will be of the amounts stated in the attached Annexure I. You understand this may be revised from time to time by the company in accordance with its policies.
4. You will be initially based out of Pune SEZ 1.
5. Once this offer is accepted, the Company will issue to you an employment contract setting out in detail the terms and conditions of your employment. That employment contract will supersede this offer letter.

We will be delighted to assist you if you have queries about your offer or about CRISIL. Please reach out to your Vineeta Chawla at email Vineeta.Chawla@ext-crisil.com.

We thank you very much for your interest in associating with CRISIL and look forward to you having a long and professionally fulfilling association with us.

Please note this is a only a letter of intent.

Annexure I

Remuneration details attached to letter reference LOI / 19 February 2021 / Ref No. 9542-55732-86949 **issued to:**
Name: Saisadwik Venkatarao Chodavarapu

	Level	09A	**Designation**	Management Trainee
	Department	GAC Analytical	**Location**	Pune SEZ 1
	Date of Joining	08 March 2021		

Renumeration Structure

A	Particulars of Remuneration	Amount in INR
1	Basic Salary (per month)	23333
2	House Rent Allowance (per month)	11667
3	Consolidated Allowance (per month)	13800
4	Transport Allowance (per month)	1600
5	**Total Salary (Per Month)**	50400
6	**Total Salary (Per Annum)**	604800
B	**Reimbursements**	
1	**Leave Travel Assistance**	49000
C	**Retirement and other benefits**	
1	Employer's Contribution to Provident Fund	33600
2	Gratuity in accordance with the Payment of Gratuity Act, 1972	12600
D	**Total Annual Fixed Compensation (A6+B+C)**	700000

D	Additional Benefits
1	Discretionary performance linked variable pay ("Variable Pay"): The company has a discretionary Variable Pay program applicable for its employees. CRISIL financial performance, business unit performance and individual performance shall determine individual's Variable Pay eligibility and amount (if any) for the year. If found eligible, variable pay is payable if and only if you are in employment of the Company and not serving notice period at the time when Variable Pay is paid by the Company for that particular year. Variable Pay is not an entitlement or a guaranteed form of payment. The Company reserves the right to revise, modify and amend the Variable Pay program at its sole and absolute discretion. If eligible, your maximum Variable Pay potential subject to on-target company performance and individual performance (at far exceeds expectations) for the year 2021 will be at 18% of your AFC. Variable Pay is calculated on pro-rata basis for number of days worked in the year of joining the Company.
2	Short term loan up to 15% of your Total Fixed Base Compensation may be availed of by you after 45 days of start of your employment subject to applicable Policy (This may be treated as a perquisite under tax laws and will be subject to additional tax).
3	Flexible Benefits Plan (FBP): This plan allows you to maximize tax efficiency by restructuring certain salary components. Please refer to the Flexible Benefits Plan on People Connect (HRMS).
4	You will be covered under the Group Mediclaim, Group Term Life and Group Personal Accident Policy as per Company rules from day one.
5	You will be paid a onetime joining bonus of Rs. 50,000/-, on completion of positive background verification check as per company policy. This will be subject to taxes as per the prevailing Income Tax Rules.

IBS ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: CRISIL Job Offer - Management Trainee -Pune SEZ 1

1 message

Sai Sadwik <ssadwik11@gmail.com> Fri, Feb 19, 2021 at 8:00 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

---------- Forwarded message ---------
From: **MyCRISIL** <mycrisil@crisil.com>
Date: Fri, Feb 19, 2021 at 5:59 PM
Subject: CRISIL Job Offer - Management Trainee -Pune SEZ 1
To: Saisadwik Venkatarao Chodavarapu <ssadwik11@gmail.com>
Cc: Vineeta <Vineeta.Chawla@ext-crisil.com>

Dear Saisadwik,

Greetings from CRISIL!

Based on your interactions with us during the interview process, we are happy to confirm your selection for the role of Management Trainee (9542).

We are sure you will be delighted to join our enterprising team and will find the opportunity rewarding.

The details of the compensation being offered to you is available on our Careers Portal. Please click on View/Accept Offer ... to view the same.

Please click on the acceptance tab on the portal to confirm.

We look forward to have you join us as part of the CRISIL family.

Regards,
Vineeta Chawla
CRISIL Talent Acquisition Team

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Thanking you,

Saisadwik Chodavarapu

Global Research
& Analytics

CRISIL
An S&P Global Company

Date: 29 January 2021
Letter Reference: LOI / 29 January 2021 / Ref No. 9642-35122-87698

Yohan Batliwala
H/9-535, Kedar, Lokpuram, Pokhran Road no.2,
Opp. Hiranadani Meadows
Thane
Maharashtra - 400610

Dear Yohan,

LETTER OF INTENT

Congratulations!

We are pleased to inform you that you are selected for the role of Management Trainee with Crisil Limited based on your application and interview with us. We look forward to welcoming you to the CRISIL family.

1. We give below, in brief, the particulars of this offer of employment: Your exact date of joining will be communicated once this offer is accepted from your end.
2. Please note that this offer shall lapse without any further communication to you if we do not receive your acceptance within 3 days from the date of issue of the letter.
3. Your remuneration at the start of your employment will be of the amounts stated in the attached Annexure I. You understand this may be revised from time to time by the company in accordance with its policies.
4. You will be initially based out of Mumbai- Powai.
5. Once this offer is accepted, the Company will issue to you an employment contract setting out in detail the terms and conditions of your employment. That employment contract will supersede this offer letter.
6. Employees have to comply with the applicable Personal Trading Policy for securities trades conducted for self and immediate relatives. The policy requires employees and their immediate relatives to seek prior written approval from Compliance to enter into a securities transaction and in case of restricted securities held the employee/immediate relatives may be required to divest such securities within 15 days of being notified by the Compliance team.
   Depending on the designated level of the employee in the policy, employees and their immediate relatives will be allowed to hold non restricted securities and sell with pre-clearance but there could be restrictions on acquiring, holding, controlling, trading, selling or otherwise possessing a beneficial Interest (including short sales) in any restricted securities. Holding and/or trading in CRISIL securities is permitted with pre-clearance. Please refer to the Personal Trading Policy or consult with the Compliance team for more details before effecting any securities trades

We will be delighted to assist you if you have queries about your offer or about CRISIL. Please reach out to your Vineeta Chawla at email Vineeta.Chawla@ext-crisil.com.

We thank you very much for your interest in associating with CRISIL and look forward to you having a long and professionally fulfilling association with us.

Please note this is a only a letter of intent.

Annexure I

Remuneration details attached to letter reference LOI / 29 January 2021 / Ref No. 9642-35122-87698 **issued to:**
Name: Yohan Shiavux Batliwala

	Level	09A	**Designation**	Management Trainee
	Department	FR-Sell Side-Equity Research	**Location**	Mumbai- Powai
	Date of Joining	01 March 2021		

Renumeration Structure

A	Particulars of Remuneration	Amount in INR
1	Basic Salary (per month)	23,333
2	House Rent Allowance (per month)	11,667
3	Consolidated Allowance (per month)	14,800
4	Transport Allowance (per month)	1,600
5	**Total Salary (Per Month)**	51,400
6	**Total Salary (Per Annum)**	6,16,800
B	**Reimbursements**	
1	**Leave Travel Assistance**	49,000
C	**Retirement and other benefits**	
1	Employer's Contribution to Provident Fund	21,600
2	Gratuity in accordance with the Payment of Gratuity Act, 1972	12,600
D	**Total Annual Fixed Compensation (A6+B+C)**	7,00,000

D	Additional Benefits
1	Discretionary performance linked variable pay ("Variable Pay"): The company has a discretionary Variable Pay program applicable for its employees. CRISIL financial performance, business unit performance and individual performance shall determine individual's Variable Pay eligibility and amount (if any) for the year. If found eligible, variable pay is payable if and only if you are in employment of the Company and not serving notice period at the time when Variable Pay is paid by the Company for that particular year. Variable Pay is not an entitlement or a guaranteed form of payment. The Company reserves the right to revise, modify and amend the Variable Pay program at its sole and absolute discretion. If eligible, your maximum Variable Pay potential subject to on-target company performance and individual performance (at far exceeds expectations) for the year 2021 will be at 20% of your AFC. Variable Pay is calculated on pro-rata basis for number of days worked in the year of joining the Company.
2	Short term loan up to 15% of your Total Fixed Base Compensation may be availed of by you after 45 days of start of your employment subject to applicable Policy (This may be treated as a perquisite under tax laws and will be subject to additional tax).
3	Flexible Benefits Plan (FBP): This plan allows you to maximize tax efficiency by restructuring certain salary components. Please refer to the Flexible Benefits Plan on People Connect (HRMS).
4	You will be covered under the Group Mediclaim, Group Term Life and Group Personal Accident Policy as per Company rules from day one.
5	You will be paid a onetime joining bonus of Rs. 50,000/-, on completion of positive background verification check as per company policy. This will be subject to taxes as per the prevailing Income Tax Rules.

IBS ICFAI BUSINESS SCHOOL

Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Fwd: CRISIL Employment Contract - Management Trainee - [[LOCATION_OBJ]]

1 message

Yohan Batliwala <yohan.batliwala.1997@gmail.com> Wed, Dec 1, 2021 at 7:08 PM
To: Chalapathi Rao Uppaluri <chalapathirao@ibsindia.org>

Hi Sir,

As requested by you, I am sending you the email.

Thanks.

Regards,
Yohan

Begin forwarded message:

From: MyCRISIL <mycrisil@crisil.com>
Subject: CRISIL Employment Contract - Management Trainee - [[LOCATION_OBJ]]
Date: 1 February 2021 at 13:43:31 IST
To: Yohan Shiavux Batliwala <yohan.batliwala.1997@gmail.com>
Cc: Vineeta <Vineeta.Chawla@ext-crisil.com>

Dear Yohan,

Greetings from CRISIL!

It is our pleasure to offer you a career with CRISIL Ltd, for the position of Management Trainee (9642).
Kindly click on View/Accept Offer ... to view details and confirm your acceptance.
Should you have any queries, feel free to contact Sarvottam.Kanojiya@ext-crisil.com / 7208883378

Regards,
Sarvottam Kanojiya
CRISIL HR Operations Team

Yohan_Batliwala.pdf
830K

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

OFFER LETTER

Date: 05-11-2020

To
Apurva Rastogi
S-26 Krishna Nagar, Near Ratan Devi School
110051
Delhi

Sub: Offer of employment for the position of Product Specialist

It is our pleasure to offer you employment with Loyalty Juggernaut India Private Limited ("Company") for the position of Product Specialist, commencing on or before 15-03-2021, on the terms set forth in this letter. Your initial place of work will be at Hyderabad.

Your annual remuneration will be Rs.7,00,000/- (Rupees Seven Lakh Only) per annum. The breakup of which will be as provided in Annexure A and shall be subject to income tax, payment of provident fund and other statutory deductions. However the structure of your remuneration may be altered or changed from time to time in line with the policies and practices of the Company.

You shall execute and honor the Employment Agreement furnished to you as forming part and parcel of this offer. During your tenure of employment with the Company, you would be governed by the said Employment Agreement, Company policies and any other agreement that you may execute with the Company from time to time.

You are required to submit the following documents (soft copies) at the time of reporting for duty

1. Appointment letter from current/Previous employer
2. Relieving letter from current/ previous employer
3. Last 3 months salary pay slips
4. PAN card and Photo id proof
5. Recent colour passport size photograph against white background
6. Academic Certificates

Further, please note that your employment will be subject to the correctness of all the information and necessary documents furnished by you. In the event, it is found that any such material information furnished by you, whether verbally or in writing, at any time, is suppressed, misrepresented or fabricated, the Company shall have the right to terminate your employment without any notice or compensation.

If the above terms and conditions are acceptable to you, please sign and return the duplicate copy of this letter as a token of your acceptance, and arrange to report for duty on or before the date mentioned above, failing which this offer shall automatically stand cancelled without any further information to you.

For any questions or clarifications regarding this offer, please contact Ms. Shraddha Dhavle at opportunity@lji.io. We wish you a bright and successful future, and look forward to a mutually fruitful association.

For Loyalty Juggernaut India Private Limited

Shyam Shah
CEO

LOYALTY JUGGERNAUT
REIMAGINE LOYALTY

Annexure A

COMPENSATION

Details	Per Annum- 7,00,000/-
Basic	**3,50,000.00**
HRA	**1,40,000.00**
Conveyance	**19,200.00**
Medical Allowance	**15,000.00**
Special Allowance	**1,75,800.00**

Provident Fund (PF - Employer, Employee contribution), ESI would be deducted as per statutory laws, as applicable. Any other statutory deductions mentioned/not mentioned in this letter will be deducted as per the enactments from time to time with prior intimation.

Deferred Annual Benefits:

- Gratuity will be paid as per the extant Indian regulations
- Paid leave will be applicable as per company policy.
- Medical hospitalization insurance for Rs. 3 Lakh (For Self and Family), is covered as per company policy.
- The Company provides you an option to add your family members under Group Medical Policy. The family shall comprise the insured employee, his/her legally wedded spouse, first 2 living dependent children up to the age of 21 years only.

ACKNOWLEDGED, AGREED AND ACCEPTED:

I have read and understood the contents of this letter. The contents of this letter and the acceptance of the offer made by Loyalty Juggernaut India Private Limited on the terms and conditions set out herein have been agreed and accepted by me and I am signing this letter as a token of acceptance for the foregoing

Apurva Rastogi

Ramesh Kumar S <sramesh@ibsindia.org>

Offer Letter _ Apurva Rastogi _ Loyalty Juggernaut India Private Limited

Loyalty Juggernaut <opportunity@lji.io> Thu, Nov 5, 2020 at 3:21 PM
To: Apurva Rastogi <apurvarastogi721995@gmail.com>
Cc: Shyam shah <shyam.shah@lji.io>, Abhishek Jain <abhishek.jain@lji.io>, Ramesh Kumar S <sramesh@ibsindia.org>

Dear **Apurva,**

Congratulations!!

Further to our discussions , we are pleased to offer you the position of **Product Specialist** @ Loyalty Juggernaut India Private Limited . The details of our offer and the employment terms and conditions are attached herewith. Please go through it and provide your acceptance of the same on or before 6th Nov 2020.

Should you have any queries, please do not hesitate to contact me @ 9866252198 .

--

Thanks & Regards

Shraddha Dhavle

HR Partner

Apurva Rastogi_Product Specialist_ Offer Letter.pdf
92K

RACE AHEAD IN LIFE

Getting ahead in life may mean many different things to different people.
At CtrlS for us,it's about dreaming big and making it big.
It's about being successful while having fun.
it's something that's derived from constant practice, learning, and growth.

Welcome to CtrlS !

ENJOY THE RIDE !

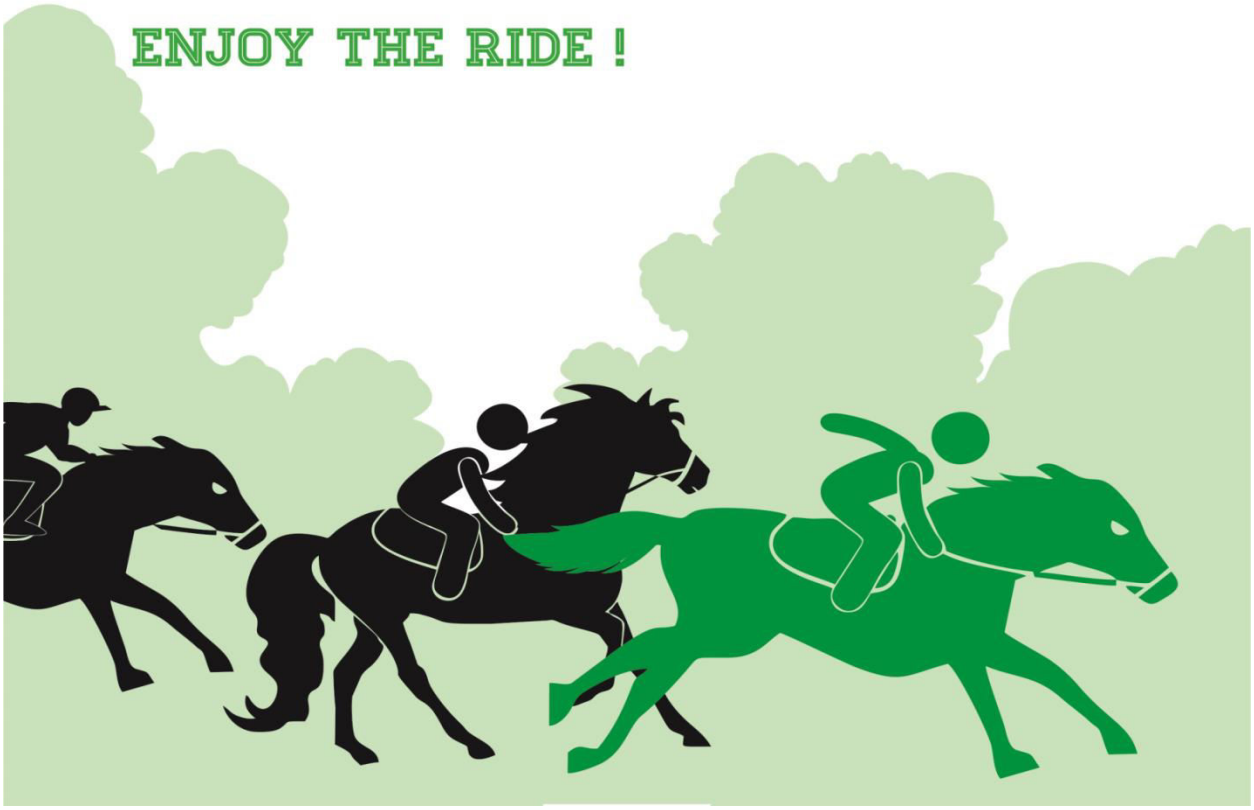

CtrlS
Asia's Largest
Tier 4 Datacenter

1st Oct 2021

To,

Sonchita Das,
Mumbai.

OFFER LETTER

Dear **Sonchita,**

Please refer to your application and the subsequent interview with us. We are happy to inform you that you have been selected by us for the position of **"Associate Program Manager"** at **"CtrlS Datacenters Ltd."**

We are, therefore, pleased to appoint you in the permanent employment of this Company on the following general terms and conditions of employment.

1. Your consolidated salary is **Rs.6,00,000/- p.a.**, (Six Lakh Rupees Only) and other emoluments will be as per **Appx 'A'.**

2. During your employment with this company, you will be bound by such rules and regulations at any time, and also by such legal requirements as may be applicable. You are expected to give to the company, your best efforts, attention and commitment. You are explicitly advised to refrain from any such activity, whether for monetary or any other considerations, as may become in our opinion, a hindrance to your performance.

3. You are, by virtue of employment with this company, required to do work allied, ancillary or related to incidental to the main job. Similarly, you may be asked to do any other job within your competence as judged by the company, depending upon the exigencies of the situation.

4. During the course of your employment with us, you will come in possession of the knowledge of the trade and methods of the business. It is essential that you under take to maintain total secrecy about all the information, knowledge, or such other matters. You shall not by yourself or through others, allow the same to be used in any manner detrimental to this company either during your employment or thereafter.

5. You would report to your seniors or as assigned by the management from time to time during your employment. You would be responsible for all the objectives/targets set in accordance with your reporting authorities, which are considered for evaluation of your probation period for **Six** months.

6. Your appointment and the employment will be subject to your being and remaining **medically fit**. It is necessary for you to get medically examined, as and when required by the company.

7. Your employment is substantially based on the information provided by you. If, it is found that the information provided by you are incorrect or that some information is suppressed, then your employment is liable for summary termination.

8. The contract of employment can be terminated by either Party, without cause, by giving to the other Party 3 months' notice, in writing, of its intention to do so. The Company may, at its sole discretion, waive the whole or part of the notice period.

9. Your employment at the company could be terminated for cause, upon immediate written notice to you, if there is any kind of:

   (a) Illegal activity - relating to work or not - harming the reputation of the company. (b) Indecent behavior with colleagues, customers or suppliers. (c) Personal bankruptcy / insolvency. (d) Refusal to do any lawful work assigned by the company. (e) Absenteeism. (f) Willful neglect of work. (g) Repeated insubordination or violation of employment rules. (h) Undisclosed conflict of interest. (i) Financial irregularity with respect to expenses incurred or reimbursed by the Company. (j) Corporate espionage

10. You hereby covenant, undertake and agree that during the term of your employment and for a period of 1 year following the termination of the employment, thereafter, you shall not on your own or together with any Person, directly or indirectly:

    (i)Solicit or take away from the Company or attempt to solicit or take away, the business of any customers or any potential customer with whom you have dealt during the employment with the Company, any other related parties or clients of the Company who have been customers or clients of the Company.

    (ii)Solicit or entice away or attempt to solicit or entice away any person who at any time during such period shall have been a director, officer, employee or associate of the Company. Be directly or indirectly interested, concerned, or engaged as principal or partner or director, agent or employee, assistant, consultant, advisor or contractor in any other capacity in any business whether for profit or otherwise relating to Internet Data Center Solutions, Internet Services or such fields which is in direct competition with the business of the Company or any business contemplated by the Company, in any geographical area within India

11. On ceasing to be in the employment of this company for any reason, you will promptly settle all accounts including the return of all Company properties, tools, equipment, documents, etc., without making or retaining any copies.

12. Your growth in this company depends, among other factors, primarily upon contribution, dedication, sincerity and initiative.

13. You are requested to submit the documents as intimated by the "HRD Department", at the time of joining.

14. You will receive your job profile in due course of time.

15. Please acknowledge and confirm your acceptance of the terms and conditions mentioned in this letter.

We welcome you, and look forward to many years of mutually rewarding and beneficial association. Hope that you work with much more enthusiasm and dedication in your future to come out with stupendous performance

Yours truly,
For **CtrlS Datacenters Ltd.**

P Rajani Reddy
Authorized Signatory

CtrlS
Asia's Largest
Tier 4 Datacenter

APPX 'A': DETAILS OF SALARY & OTHER ALLOWANCES

The details of the offer given to you are as given below:

1. Name : Sonchita Das
2. Designation : Associate Program Manager
3. Grade : L1 A
4. Location : Mumbai

Monthly Earnings	Amount in Rs	Yearly Earnings	Amount in Rs
Basic	17600	Basic	211200
HRA	11000	HRA	132000
LTA	5000	LTA	60000
Special Allowance	8600	Special Allowance	103200
A. Fixed Salary	**42200**	**A. Fixed Salary**	**506400**
B. Performance Linked Pay	**6000**	**B. Performance Linked Pay**	**72000**
C. Employer Provident Fund	**1800**	**C. Employer Provident Fund**	**21600**
Total CTC (A+B+C)	**50000**	**Total CTC (A+B+C)**	**600000**

Other Perks	Limit (p.a)	Coverage
Medical Insurance Coverage	200000	Employee, Spouse and 2 Children
Life Term Insurance	500000	
Accidental Insurance	500000	

Note: Performance linked pay will be released on basis proportional to your performance rating.

TDS will be deducted according to the income tax norms

Yours truly,
For **CtrlS Datacenters Ltd.**

P Rajani Reddy
Authorized Signatory

CAUTION: This email originated from outside the organization. Do not click or open attachment unless you recognize the sender and know the content is safe.

Haritha madam,

[Quoted text hidden]

[Quoted text hidden]

---------- Forwarded message ----------
From: Haritha Balijepalli <haritha.b@cloud4c.com>
To: "sonchitadas1997@gmail.com" <sonchitadas1997@gmail.com>
Cc: Surya Narayana Murthy Valivet-CTRLS <surya.v@ctrls.in>, Shammah H <shammah.honoch@cloud4c.com>, Sandhya Manipaturni <sandhya.manipaturni@cloud4c.com>, Roop Kumar Raju <roopkumar.g@ctrls.in>, Rajini Sunchu <rajini.s@ctrls.in>
Bcc:
Date: Thu, 14 Oct 2021 11:52:52 +0000
Subject: UPDATED: Offer Letter | Sonchita Das

Dear Sonchita Das,

Congratulations !!!

Further to your discussions with the Senior Management team, we are pleased to offer you the position of "**Associate Program Manager**" at **CtrlS Datacenters Limited.**

Your confirmed Date of Joining is 1st October 2021.

Kind Note & Confirm on the below Point: - I authorize for the background verification by company or third party to be made on the information contained/submitted with this application, Former employers , officials of education institutes and other required information named on this application are authorized to give information about me and I release them from all liability for issuing such information.

If later, the information furnished by you, is found to be incorrect or not true, you will be liable for such action as may be deemed fit by the Company.

Please confirm on the acceptance of the Offer by tomorrow EOD, Terms & Conditions mentioned herein.

Look forward for your response.

Thank You.

Best Regards,

CLOUD4C

Haritha B

Training & Development

Off: +91 40 46474747 | Extn: 2793 | Mob: 7337385280

www.cloud4c.com | Facebook | LinkedIn | Twitter

Disclaimer: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

2 attachments

Sonchita Das_Offer Letter_CtrlS.pdf
279K

UPDATED: Offer Letter | Sonchita Das.eml
405K

IBS® ICFAI BUSINESS SCHOOL

Praveen Ch <praveench@ibsindia.org>

Selection of Tulasi Nikhil Sharma for position of Management Trainee - Trade Marketing and Business Development

HR Firmroots <hr@firmroots.in> Mon, Jan 18, 2021 at 8:49 PM
To: praveench@ibsindia.org
Cc: siva.prasadn@ibsindia.org, tulasinikhilsharma@gmail.com, kumaresh Chatterjee <kumaresh@firmroots.in>, Aswani Chaitanya <aswani.chaitanya@firmroots.in>, Mahesh Pavagada <mahesh.p@firmroots.in>

Dear Sir,

Greetings of the day!

We would like to inform you that **Mr. Tulasi Nikhil Sharma** has cleared all three rounds of interviews and has been selected as **Management Trainee - Trade Marketing and Business Development.**

Please find the draft offer letter attached herewith for your kind perusal.

We would request you to confirm the offer to proceed further.

Regards,

--

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Administrator
+91 80952 02255
www.mytimios.com
mytimios

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Tulasi Nikhil Sharma.docx
63K

EMPLOYMENT AGREEMENT

This employment agreement is made and executed on this the 27th Day of January, Two Thousand and Twenty one (27/01/2021), by and between:

Firmroots Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at # 358, 25th Main Road, 22nd Cross, Sector - 2, HSR Layout, Bangalore – 560102, Karnataka India (hereinafter referred to as the "**Company**", which expression shall, where the context admits, mean and include its successors and assigns), of the One Part;

AND

TULASI NIKHIL SHARMA S/o TULASI PRASADA RAO aged about 22 years, currently residing at D/No: Near Ramaswamy Floor Mill Gopinadhapuram Tekkali Srikakulam Andhra Pradesh 532201 (hereinafter referred to as "**Employee**", which expression shall, where the context admits, include his/her heirs, legal representatives, executors and administrators), of the Other Part.

WHEREAS:

1. The Company is *inter alia* engaged in the manufacture and distribution of food products for children;

2. The Employee has represented to the Company that the Employee has the requisite knowledge, expertise, experience and skill to render the services as contemplated under this Agreement;

3. The Company wishes to use the experience and knowledge of the Employee and accordingly, the Company has offered employment to the Employee; and

4. The Employee has accepted such employment with the Company on the terms and conditions contained in this Agreement.

NOW, THEREFORE, THE COMPANY AND THE EMPLOYEE AGREE AS UNDER:

1. EMPLOYMENT

1.1 Appointment

1.1.1 The Employee shall commence employment with the Company as **Management Trainee** with effect from and be bound by the terms and conditions laid down in this Agreement. The Employee's employment with the Company will continue unless terminated in accordance with the terms of this Agreement.

1.1.2 The Employee will report to the **Mr. Kumaresh Chatterjee** as the Company may, from time to time, designate in this regard.

1.1.3 The Employee's designation and reporting relationship may undergo a change from time to tome as may be determined by the Company.

1.1.4 This Agreement is executed on the basis of the information and particulars furnished by the Employee at the time of his/her discussions with the Company. The Employee acknowledges that it is the policy of the Company to verify each employee's identity and background to the Company's satisfaction. The Employee therefore agrees and undertakes to provide the Company with his/her complete employment, educational, personal, credit, identification, health, criminal history and such other documents, records and information requested by the Company ("**Employment Documents**"). The Employee acknowledges that by executing this Agreement, the Employee represents and warrants that all Employment Documents and information provided to the Company for the purpose of his/her employment are true and correct and he/she expressly releases the Company from any claim or cause of action arising out of the Company's verification of such information. The Employee undertakes to promptly report to the Company any changes in the Employment Documents, personal data or status. If it transpires that the

Employee has made a false statement (or has not disclosed a material fact) resulting in being offered this employment, the Company may take such action as it deems fit in its sole discretion, including termination of the Employee's employment. The Company reserves the right to conduct any reference and background checks, including in relation to education, experience, character, address, police verification or any other as may be deemed fit, at any given time and the Employee hereby consents to the Employee conducting any such relevant checks.

1.1.5 The Company may require the Employee to undergo a medical examination by a medical practitioner that may be appointed by the Company and submit a medical report certifying the Employee's fitness in performing his/her duties and obligations under this Agreement.

1.2 Place of Employment

1.2.1 The Employee's principal place of employment shall be Bangalore, India.

1.2.2 The Company may, however, at its sole discretion, second, depute, assign and/or transfer the Employee to any other office of the Company in India or overseas or to any affiliate of the Company or to any third parties. The Employee hereby consents to any such secondment, deputation, assignment and/or transfer by the Company of the Employee's employment including to affiliates and third parties. Further, in such case, the Employee shall also be bound by all policies of such other office, affiliate or third party, in existence, at the time of the secondment, deputation, assignment and/or transfer or that may be subsequently framed by the Company and/or the affiliate or third party.

1.2.3 The Employee will be expected to travel within India and overseas, as may be necessary for the proper discharge of his/her duties and responsibilities.

1.3 Working Hours

1.3.1 The Employee's working hours shall be in accordance with the Company's Policies (*as defined below*), as amended from time to time.

1.3.2 If necessary, the Employee shall work such additional hours as may be necessary for the Employee to perform his/her duties effectively and otherwise in accordance with the Company's Policies in that behalf and the Employee shall not be entitled to receive any additional remuneration for work done outside his/her normal working hours of work.

1.4 **Company's Policies**: The Employee agrees and undertakes that the Employee shall, at all times, comply with and be bound by all of the Company's Policies (as may be updated from time to time unilaterally by the Company or as may be brought to the notice of the Employee by the Company) in the performance of his/her duties to the Company and/or its affiliates, including procedures and policies documented in any policy manually adopted by the Company, and amended from time to time. For the purposes of this Agreement. "**Company Policies**" means the policies, procedures, directions, general employment policies and practices and code of ethics of the Company as drafted, revised, amended and/or updated from time to time by the Company and communicated to the Employee or employees of the Company or included in the employee handbook, if any of the Company, applicable to all the employees of the Company.

1.5 Duties

1.5.1 During the employment term, the Employee shall:

1.5.1.1 undertake the duties and responsibilities, which the Company assigns to the Employee or vests in the Employee and comply with all lawful orders and instructions given by the Company in this regard;

1.5.1.2 perform the duties and responsibilities assigned to the Employee, from time to time, by the Company in a proper and efficient manner with all due care, skill and diligence;

1.5.1.3 devote the whole of his/her time, attention and skill exclusively to the business of the Company;

1.5.1.4 use his/her best endeavors to promote the interests of the Company;

1.5.1.5 perform to the best of his/her ability, in accordance with the directions of the Company and/or the reporting official, the duties and responsibilities normally associated with his/her position, and such additional duties and responsibilities for the Company as the Company may, from time to time, reasonably specify; and

1.5.1.6 Observe and comply with the Company Policies as amended or varied from time to time.

1.5.2 The Employee hereby agrees and undertakes that his/her employment with the Company is exclusive and the Employee shall not engage in any outside commercial activity during the term of this Agreement. While in the employment of the Company, the Employee is in no way allowed, directly or indirectly, to be employed, engaged, concerned or interested in any manner whatsoever in any other organization on a permanent, temporary or part time basis or offer his/her services with or without consideration to any person, entity or public authority or be occupied in Employee's own business, without the prior written consent of the Company.

1.5.3 The Employee agrees and undertakes to comply with and assist in the vigorous enforcement of all Company Policies, practices, and procedures in force, specifically those relating to the confidentiality obligations of employees.

1.5.4 The Employee shall, at all times, comply with all applicable laws, including the anti-bribery laws of any jurisdiction to which the Employee and/or the Company may be subject.

2. COMPENSATION, EXPENSES AND DEDUCTIONS

2.1 Compensation

2.1.1 In consideration of the duties to be performed as an employee under this Agreement, the Employee will receive the annual salary as specified in **Schedule A** hereto. The annual salary shall be paid to the Employee as per the Company's payroll process.

2.1.2 The salary shall be inclusive of the applicable statutory benefits, if any. Any contributions (including but not limited to any provident fund contributions, insurance etc.) to be made by the Company on behalf of the Employee shall be deducted from the Employee's salary.

2.1.3 The Company may, solely at its discretion, change the salary structure of the Employee from time to time. A change in the salary structure is discretionary and shall not be considered as a matter of right of the Employee.

2.1.4 All payments received by the Employee pursuant to his/her appointment as an employee of the Company would be subject to statutory deductions as per applicable law, including but not limited to tax deduction at source. The Employee shall be solely responsible for all personal and other taxes, as relevant, including the preparation and filing of such tax returns with the appropriate authorities. In the case of any under- holding, the Employee shall be responsible to pay the necessary tax and any interest/penalty thereon.

2.1.5 If during the Employee's employment under this Agreement, the Employee becomes indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company against the compensation payable to the Employee and collect any remaining balance from the Employee.

2.2 **Expenses**: The Employee may incur reasonable and necessary expenses in business related travel, lodging and other expenses in the performance of duties under this Agreement, provided such expenses are substantiated. The Company shall pay or reimburse such expenses to the extent the Employee submits vouchers or other documentation in accordance with the Company's Policy. No personal expenses shall be borne or reimbursed by the Company.

2.3 **Deductions**: The Employee agrees and acknowledges that the Employee may, subject to applicable laws, at any time during the term of employment or upon cessation thereof, deduct from the Employee's salary, or final settlement, any amounts owed by the Employee, including but not limited to outstanding loans, advances, overpayments and/or costs incurred by the Company due to any damage or loss to the Company's Property, etc. caused by the Employee.

2.4 **Leave**: The Employee shall be entitled to leave in accordance with the Company's Policy as amended from time to time.

3. CONFIDENTIALITY

3.1 For the purposes of this Agreement, the term "**Confidential Information**" includes all data and information of the Company and its business including but is not limited to: (i) information or material proprietary to the Company, including information relating to the business affairs of the Company and/or any of its respective customers, clients, partners, vendors, suppliers, agents, consultants and/or service providers, including their identity and personal information; (ii) information designated as confidential by the Company or which the Employee should reasonably know is confidential; (iii) information of or about the Company and/or its businesses acquired by the Employee by virtue of his/her engagement with the Company; (iv) information created, discovered, developed or made known to the Company by the Employee or arising out of the performance of his/her obligations; (v) trade secrets of the Company; and (vi) any other information imparted in confidence to the Employee by the Company.

3.2 The Employee shall: (i) hold all Confidential Information in the strictest confidence; (ii) not, directly or indirectly, copy, reproduce, use, communicate, disclose, reveal, disseminate, report, publish, transfer or make available to any other person, any of the Confidential Information, by any means whatsoever, other than for purposes as shall be required to fulfill the Employee's duties with the Company; (iii) not remove any Confidential Information, in whole or part, from the premises of the Company, without the prior written consent of the Company; and (iv) not use, directly or indirectly, the Confidential Information, for his/her personal benefit or for the benefit of any other person.

3.3 All Confidential Information shall be and remain the sole and exclusive property of the Company. The Employee shall be responsible for the safekeeping and return in good condition and order, of all Confidential Information, which may be in his/her use, custody or charge.

3.4 The Employee shall return to the Company or to its nominees, all Confidential Information, including all copies thereof, irrespective of the storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Employee's possession, power and control as and when called upon by the Company and upon termination, not later than the date of his/her termination or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. The Employee shall be required at the request of the Company to acknowledge in writing that the Employee has complied with the obligations contained in this Clause 3.4.

3.5 The Employee understands and agrees that sharing passwords, using another employee's password or allowing someone to use a password that has been designated solely as the

password of the Employee may, at the sole option of the Company, result in disciplinary action up to and including termination.

3.6 The Employee confirms that he/she has not brought, and agrees that he/she will not bring, with him to the Company, for use in his/her employment with the Company, any information, materials or documents of a former employer or any other person for whom he/she has provided services (whether paid or unpaid) that are not generally available to the public unless he/she has obtained express written authorization from the former employer or other person for whom he/she has provided such services, for the possession and use of such information, materials or documents.

3.7 If the Employee is required, either during his/her employment or at any time thereafter, to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi-judicial or government body, the Employee shall, forthwith, upon receiving notice of the requirement of such disclosure, give adequate notice to the Company thereof so as to allow the Company a reasonable opportunity to limit such disclosure. In any event, the Employee, in making such disclosure, shall only disclose such part of the Confidential Information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi-judicial or government body.

3.8 The confidentiality obligations of the Employee will continue to survive the termination of the employment of the Employee with the Company.

4. INTELLECTUAL PROPERTY

4.1 Employee's Inventions

4.1.1 In view of the fact that it is the Employee's responsibility to further the interests of the Company, the Employee shall forthwith fully inform and disclose to the Company in writing, all inventions, copyrightable material, designs, improvements, discoveries, processes, software programs, work of authorship, documentation, formula, data, techniques, know-how, trade secrets (including recipes, formulations, compositions, specifications, ingredient lists, weights and measures, preparation and processing data, methods of production and nutritional analysis) and other intellectual property of whatsoever nature or any interest therein, which is made, conceived, created, discovered, invented or reduced to practice by the Employee that: (i) relates to the business of the Company and/or its affiliates; (ii) results from tasks assigned to the Employee by the Company and/or its affiliates; (iii) results from the use of premises or Property (whether tangible or intangible) owned, leased or contracted for by the Company and/or its affiliates, including the Confidential Information; (iv) may reasonably be expected to be used in a product or service of the Company and/or its affiliates, or a product or service similar to the product or service of the Company and/or its affiliates; and/or (v) is useful, or which the Employee reasonably expects to be useful in any product or service of the Company and/or its affiliates (collectively, "**Inventions**").

4.1.2 The Employee agrees that all Inventions shall, from the inception of their creation be considered as "works made for hire". All Inventions created by the Employee shall be regarded as having been made under a contract of service. The Company shall be the sole and absolute owner of the Inventions and of any and all rights of whatsoever nature therein, including intellectual property rights therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, free of any claim whatsoever by the Employee or by any persons deriving any rights or interests from the Employee, throughout the world, with the right to use the same in perpetuity and in any manner the Company determines in its sole discretion, without any further payment to the Employee whatsoever. The Employee hereby irrevocably, absolutely and perpetually assigns to the Company all the Employee's right, title and interest in the Inventions, free from encumbrances and without further compensation. All Inventions, Confidential Information and other intellectual property of the Company that is known- how or a trade secret, whether or not acquired by the Employee in the course of his/her

employment with the Company, shall vest with the Company. Further, the Employee hereby agrees to waive any right to and refrain from raising any obligation or claims pursuant to Section 19(4) of the Copyright Act, 1957. The Employee further acknowledges and agrees that he/she shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

4.1.3 The Employee agrees that to the extent any Inventions or part thereof are not or are deemed not to be works made for hire or does not vest in the Company as the first owner of the Inventions under a contract of service, the Employee hereby, without any additional compensation, irrevocably and perpetually assigns to the Company (whether under statue or common law) any and all worldwide and perpetual rights, title and interest (including but not limited to intellectual property rights therein) that the Employee has or may acquire in and to the Inventions and rights relating thereto. To the extent the Employee cannot assign such rights, the Employee hereby waives and agrees not to assert such rights against the Company. If the Employee has any rights to the Inventions that cannot be assigned to the Company, or waived by him/her, then the Employee agrees to unconditionally and irrevocably grant to the Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub-licensees, reproduce, create derivative works, distribute, publicly perform and display by all means now known or later developed.

4.1.4 The Company, its successors and assigns, shall have the right to obtain and hold in its or their own name, patent and copyright registrations, trademark registrations and any other analogous protection available under law for perfecting its rights to the Inventions.

4.1.5 The Employee hereby waives all his/her/her moral rights in any Inventions and he/she agrees not to claim that any treatment, exploitation or use of the Inventions infringes such moral rights (including but not limited to right to be indemnified, right to object derogatory treatment and against false attribution).

4.1.6 The Employee agrees to perform, during and after the termination of his/her employment with the Company, such acts as may be necessary or desirable to transfer, perfect, and defend Company's ownership in the Inventions. Further, upon the Company's request, the Employee shall: (i) execute, acknowledge, and deliver all papers, including but not limited to copyright applications, patent applications, affidavits, declarations, formal assignments, assignment of priority rights, documents of conveyance and powers of attorney with respect to any Invention; (ii) assist in the preparation, prosecution, procurement, maintenance and enforcement of patents, copyrights, trademarks, and trade secrets with respect to the Inventions in India and other countries which the Company may deem necessary or desirable in order to protect its rights and interests in any Invention; (iii) provide testimony in connection with any proceeding affecting the right, title, or interest of the Company in any Invention; and/or (iv) perform any other acts deemed necessary or desirable to transfer all intellectual property rights in the Inventions to the Company.

4.1.7 Should the Company be unable to secure the Employee's signature on any document necessary to apply for, prosecute, obtain, protect, or enforce any Invention due to any cause, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his/her agent and attorney-in-fact to execute and file any and all applications and other necessary documents and to do all other lawfully permitted acts to further the prosecution, issuance or enforcement of patents, copyrights, trade secrets and similar protections related to such Inventions with the same legal force and effect as if the Employee had executed them himself.

4.2 Prior Inventions

4.2.1 If, prior to the commencement of the employment, the Employee has, independently or jointly with any other person, whether during the course of his/her previous

employment/s or otherwise, made any inventions or innovations or authored any works or developed any intellectual property which belong to him/her either singly or jointly with others, (together "**Prior Inventions**") he/she shall identify the same to the Company. The Employee shall also indicate the ownership of such Prior Inventions and if he/she is the owner, the terms of license or other right that the Employee has granted to third parties. If no Prior Inventions have been identified by the Employee, it shall be deemed that there are no Prior Inventions. The Employee shall ordinarily refrain from using in the course of his/her employment any Prior Inventions. However, if the Employee does use such Prior Inventions in the course of his/her employment with the Company, the Company shall be deemed to have been granted all right and interest to the same, or where this is not possible, the Company shall have a fully paid up, royalty- free, non-exclusive, perpetual, worldwide license to use such Prior Inventions in such manner as the Company may deem fit. Further, the Employee hereby agrees to waive any right to and refrain from raising any obligation or claims pursuant to Section 30-A of the Copyright Act, 1957 in relation to grant of such license.

4.2.2 Without prejudice to Clauses 4.1 and 4.2.1, the Employee shall also ensure that he/she shall not in any manner whatsoever use any confidential information or intellectual property that was procured in the previous employment of the Employee or that the Company is otherwise not entitled to use**.**

4.3 **Third-Party Materials**: The Employee represents and warrants that he/she will not use or integrate in the Inventions and other intellectual property developed for the Company any third party materials or data that are not validly licensed to the Company or unless previously authorized by the Company or Employee's reporting officer. The Employee represents and warrants that the Employee has not violated the intellectual property rights of any third party, and covenants that he/she shall not violate the intellectual property rights of any third party in the course of his/her employment with the Company. Provided that in the event the Company is held liable for the Employee's violation of any intellectual property rights of any third party, the Employee undertakes to indemnify the Company and its affiliates against any and all losses, liabilities, claim, actions, costs and expenses including reasonable attorney's fees and court fees resulting there from.

5. NON-COMPETE, NON-SOLICITATION AND NON-CIRCUMVENTION

5.1 Non-compete

5.1.1 For and in consideration of the compensation to be paid by the Company pursuant to the terms hereof, and in recognition of the fact that the Employee will have access to Confidential Information and other valuable rights of the Company, the Employee covenants and agrees that, at any time during the term of his/her employment with the Company and for a period of 3 (three) years from the date of his/her termination, the Employee shall not:

5.1.1.1 directly and/or indirectly, compete with any business of the Company and/or its affiliates; and

5.1.1.2 whether as an officer, director, partner, proprietor, investor, stockholder, manager, associate, employee, consultant, representative, adviser, agent or otherwise), for his/her own account or jointly with any other person, directly or indirectly, own, conduct, engage, manage, operate, join, control, finance, invest in, advise (or advise others with respect to) or otherwise participate in, or be connected with, any business or person which: (i) conducts a business which is similar or substantially similar to the business, services and products provided by the Company and/or its affiliates; and/or (ii) undertakes any task or work effort whose intent or result is or will be providing services and products provided by the Company and/or its affiliates or conducting a business or providing a service which are similar or substantially similar to the business and services provided by the Company and/or its affiliates

Hereunder and/or which directly or indirectly, compete with any business of the Company and/or its affiliates.

5.2 Non-solicitation and Non-circumvention

5.2.1 For and in consideration of the compensation to be paid by the Company pursuant to the terms hereof, and in recognition of the fact that the Employee will have access to Confidential Information and other valuable rights of the Company, the Employee covenants and agrees that, at any time during the term of his/her employment with the Company and for a period of 3 (three) years from the date of his/her termination, the Employee shall not, directly or indirectly, for his/her own account or jointly with another, or for or on behalf of any person or otherwise:

5.2.1.1 divert, appropriate or take away or attempt to divert, appropriate or take away any client, customer, vendor, supplier, licensor and/or service provider of the Company or any other person who has a business relationship with the Company;

5.2.1.2 cause, influence, facilitate, induce or encourage any actual or prospective client, customer, vendor, supplier, licensor and/or service provider of the Company and/or its affiliates or any other person who has a business relationship with the Company and/or its affiliates: (i) to terminate or change any such actual or prospective relationship in a manner which would be adverse to the Company and/or its affiliates; (ii) to reduce or refrain from doing business with the Company and/or its affiliates; (iii) to enter into any business relationship with the Employee or any other person, including for the purpose of providing products and services competing with the Company and/or its affiliates or otherwise; and/or (iv) interfere with, disrupt, alter and damage or attempt to interfere with, disrupt, alter and damage, in any manner whatsoever, the relation between the Company and its affiliates and their clients, customers, vendors, suppliers, licensors, service providers or whosoever having a business relationship with the Company and/or its affiliates; and

5.2.1.3 solicit, influence, encourage, entice or induce or in any manner attempt to solicit, influence, encourage, entice or induce any individual employed by, acting as a consultant to, or serving as a director or officer of, the Company and/or its affiliates to leave/terminate/severe such position, engagement or service to become employed by or a consultant to any person (other than Company and/or its affiliates) or in any way interfere with the relationship of the Company and any employee, consultant, director and officer thereof, in any manner whatsoever.

5.3 Employee's Acknowledgements &Confirmations

5.3.1 The Employee further recognizes and confirms that the foregoing covenants in this Clause 5 and the time and other limitations with respect thereto, are reasonable as to duration and subject matter, properly required for the adequate protection of the value and goodwill of the Company and its business, and agrees that such limitations are reasonable with respect to the business activities of the Employee and the Company.

5.3.2 The Employee acknowledges and agrees that the salary and other benefits paid to the Employee is sufficient consideration for the undertakings set out in this Clause 5 and for the performance of the Employee's duties and obligations under this Agreement. The Employee also acknowledges and understands that the limitations as to time and the limitations of the character or nature placed in this Clause 5 are reasonable and fair and will not preclude the Employee form earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the Company of the

Non-enforcement of this Clause 5 outweighs any potential harm to the Employee by this Agreement.

5.3.3 The Employee agrees and acknowledges that he/she has given careful consideration to the restraints imposed upon him by this Agreement and is in full accord as to their necessity for the reasonable and proper protection of the business, Confidential Information and intellectual property of the Company, now existing or to be developed in future.

5.3.4 It is the intention of the parties that the provisions of this Clause 5 shall be enforced to the fullest extent permissible under the laws and public policies of India, but that the unenforceability (or the modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable or impair the remainder of provisions of this Clause 5. If any provision of Clause 5 shall be determined to be invalid or unenforceable, either in whole or in part, this Clause 5 shall be deemed amended to delete or modify, as necessary, the offending provision and to alter the remaining provisions of Clause 5 to the extent necessary to render the same valid and enforceable to the fullest extent permissible

6. DATA PROTECTION AND PRIVACY

6.1 The Company may, in connection with the Employee's employment, receive personal data relating to the Employee or third parties associated with the Employee (including such as spouse and children). Such data may be received directly from the Employee or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (including such as CCTV cameras) and by other means. The Company may process such data for relevant and limited purposes. By signing this Agreement, the Employee hereby consents to the following:

6.1.1 the processing of the Employee's personal data by the Company or such third party appointed by the Company;

6.1.2 the collection and processing of sensitive personal data or information (as defined under applicable laws) about the Employee for limited purposes ;and

6.1.3 the transfer, worldwide, of personal data held about the Employee to the other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law, and use of the Employee's personal images and voices in marketing material, videos, etc; and

6.1.4 treating or using any personal data in accordance with the Company's Policies.

6.2 The Employee shall provide to the Company all necessary consents to enable the collection and use of any personal information and sensitive personal information that is necessary for the implementation of this Agreement.

7. EMPLOYEE SURVEILLANCE

7.1 The Employee agrees and understands that the Company may use various modes to ensure that the internet, email facilities and other communication systems provided by the Company are used in an appropriate manner. These may include scanning, reading, inspecting and scrutiny of emails sent and received and web sites visited or created by the Employee. The Employee acknowledges that he/she does not have any expectation of privacy when using the Company's property and resources. For the avoidance of doubt, and for the purpose of safeguarding the Company's Confidential Information and intellectual property, the Company shall have the right to monitor and inspect any personal email or social media forum that may be 'accessible to the Employee from the Company.

8. USE AND RETURN OF COMPANY'S PROPERTY

8.1 The Employee acknowledges and agrees that the Company's internet and email system provided to him/her by the Company is solely meant for the business purposes of the Company and to assist the Employee in obtaining work-related data and information. The Employee shall not, in any manner whatsoever, either directly or indirectly, use the Company's internet and email system to communicate disclose, reveal, divulge, publish or transfer any Confidential Information to any person, except to those other employees of the Company who need to know the same in connection with the purpose for which it has been disclosed to him or to fulfill his/her duties hereunder. The Employee acknowledges that all internet data that is composed, transmitted, or received *via* the Company's computer communications systems is considered to be Company's Confidential Information and its disclosure and use is subject to the terms and conditions contained in this Agreement. The Employee shall at all times exercise caution and ensure that Confidential Information and other business information contained in e-mail messages and other transmissions are correct, accurate, appropriate, contain the appropriate confidential and proprietary legends, addressed to the proper recipient(s) and contain the necessary and appropriate disclaimers with regard to the Confidential Information. Emails containing Confidential Information shall not be transmitted or forwarded to outside individuals or persons not authorized to receive such Confidential Information and should not be sent or forwarded to other employees or who do not need to know the information. The Employee further acknowledges that the equipment, services and technology provided to access the internet shall at all times remain the property of the Company and the Company reserves the right to monitor internet traffic, and retrieve and read any data composed, sent, or received through its online connections and stored in the Employee's computer systems.

8.2 The Employee acknowledges that the Company maintains a highly secure premises and systems to protect its Confidential Information. The Employee therefore agrees and undertakes that he/she shall not at any time during his/her employment with the Company, carry, use or possess any electronic memory or data storage device of whatsoever nature, including but not limited to portable USB storage devices, writable compact discs and mobile phones (except to the extent required) of any nature and make, at his/her work place or otherwise, by which he/she can copy, transfer and/or store the Company's Confidential Information.

8.3 Any and all of the Company's property, including: (i) computer equipment (including software), laptops, pen-drives, hard drives, computer discs, keys, pass cards, identification cards, credit cards etc.; and (ii) internal memoranda, training materials, books and records, papers, blueprints, drawings, photographs, charts, graphs, customer lists, print outs, sound recordings, and other printed, typewritten or handwritten documents, sample products, prototypes and models and any other property belonging to the Company and/or its affiliates, including all copies, duplications, replications, and derivatives of such property (including which embody Confidential Information and intellectual property or any other information concerning the business of the Company and/or its affiliates), whether such documents have been prepared by the Company and/or its affiliates or any other person (collectively "**Company's Property**") acquired by or in the possession of the Employee shall be and remain the exclusive property of the Company. The Employee will be responsible for the safekeeping and return in good condition and order (subject to reasonable wear and tear), of all the Company's Property, which may be in the Employee's use, custody or charge.

8.4 The Employee shall not make, use or permit to be used, any Company's Property except for the benefit of the Company.

8.5 Any and all of the Company's Property acquired by or in the possession of the Employee shall be returned to the Company immediately upon cessation of the Employee's employment under this Agreement or earlier as may be required by the Company. The Employee shall be required to certify that he/she has complied with the obligations imposed under this Clause 8.5 upon cessation of employment. The Employee shall sign and deliver to the Company a release certificate as provided by the Company, without any additional consideration or benefit.

8.6 The parties further agree that until such time as all of the Company's Property, Confidential Information and intellectual property are returned to the Company, the Company shall, in addition to the initiating legal proceedings for recovery (and without prejudice to any other rights

and remedies that the Company may have under law and equity), be entitled to withhold any salary, emoluments or other dues of the Company then or in the future payable to the Employee. The Employee recognizes and agrees that the Company shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's Property, Confidential Information and intellectual property by the Employee and/or damage occasioned to the Company's Property, Confidential Information and intellectual property whilst in the custody of or entrusted to the Employee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Employee represents and warrants to the Company that:

9.1.1 this Agreement is duly executed and delivered by the Employee and forms a legal, valid and binding obligation upon the Employee, enforceable in accordance with its terms;

9.1.2 all Employment Documents provided to the Company are: (i) originals, or conform to the originals; (ii) true, correct, accurate, complete and reliable; and (iii) validly issued, authorized and executed (as the case maybe);

9.1.3 all information regarding the Employee's previous employment, personal data, educational qualification, etc., submitted to the Company are true and correct;

9.1.4 the Employee's applications and resumes are not exaggerated in any form or fashion and do not contain any fraudulent representations, falsifications or material omissions and other than the Employment Documents and such other information provided to the Company, there are no other relevant documents or information that would impact the Employee's employment with the Company;

9.1.5 the Employment Documents and information provided are exhaustive, such that the Company would be able to make an informed assessment of the Employee with respect to his/her employment with the Company;

9.1.6 he/she is not subject to any contractual restriction, obligation, agreement, arrangement, understanding, court order or otherwise, that will in any way, directly or indirectly, limit or restrict him in performing his/her duties on behalf of the Company or prevent the Employee from performing all or any of the obligations, terms and conditions of this Agreement;

9.1.7 during the term of employment, he/she will not have any interest, financial or otherwise, directly or indirectly, in any competitor of the Company or in any person with whom the Company has, or contemplates having, business relations and shall disclose the existence of such a fact in writing to the Company immediately when it comes to the knowledge of the Employee that such business relations are being contemplated or made;

9.1.8 the Employee shall not, during the employment term, be a party to or be bound by any contract or agreement which will conflict, interfere, disable, restrict or prohibit the Employee in any manner to honor and perform the services and undertakings here under; and

9.1.9 He/she is legally permitted to reside and be employed in India, and shall remain so during the term of his/her employment with the Company.

10. INDEMNITY

10.1 The Employee shall indemnify, defend, save and hold harmless, the Company and its affiliates (including their promoters, investors, shareholders, directors, officers, employees, consultants, agents and representatives),from any and all claims, liabilities, losses, damages, costs and

Expenses (including reasonable attorney's fees) suffered by them, arising out of or relating to: (i) breach or non-performance by the Employee of any of his/her representations, warranties, covenants and/or assurances contained herein; (ii) failure by the Employee to perform any of his/her obligations contained herein; and/or (iii) the enforcement of indemnification and other rights by the Company.

11. EQUITABLE RELIEF

11.1 The Employee acknowledges that each provision in this Agreement providing for the protection of Company's business and the Company's rights, title and interests in its Confidential Information and intellectual property is material to this Agreement which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for by means of damages in an action of law. Accordingly, the Company shall be entitled to injunctive and other equitable relief to compel the Employee and all persons acting for or in trust for the Employee to cease and desist all unauthorized use and disclosure of the Confidential Information and the Company's intellectual property in addition to any other remedies available to the Company in law or equity, to prevent or cure any breach or threatened breach of these provisions.

11.2 The Employee agrees that irreparable damage would occur in the event the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

12. ACKNOWLEDGEMENTS

12.1 The Employee acknowledges that: (i) the Employee has read and fully understands this Agreement; (ii) he/she has made such investigation of the facts pertinent to this Agreement and all of the matters pertaining to it as he/she has deemed necessary; (iii) the Employee has been given the opportunity to ask questions with respect to the subject matter of this Agreement; (iv) he/she has knowingly and voluntarily, of his/her own free will without any duress, being fully informed and after due deliberation, accepted the terms of this Agreement; (v) the Employee has received a copy of this Agreement, the original of which will be retained in the Employee's personnel file; (vi) the Employee will fully and faithfully comply with the terms and conditions of this Agreement; (vii) nothing in this Agreement shall be deemed to constitute, by implication or otherwise, the grant by the Company to the employee of any license or other right under any patent,copyrightorotherintellectualpropertyrightorinterestbelongingtotheCompany;and
(viii) the Employee's obligations under this Agreement survive the termination of the Employee's employment with the Company for any reason.

13. TERMINATION

13.1 **Voluntary Resignation**: The Employee may voluntarily resign from employment with the Company at any time on giving a prior written notice of 1 (one) month to the Company. The Employee is expected to serve the Company diligently during this period of notice in accordance with all applicable Company Policies and the terms of this Agreement. The Company may, at its sole discretion, waive all or part of the notice or allow the Employee to pay in lieu of the notice.

13.2 **Termination by Company due to Employee's Misconduct**: Notwithstanding anything contained in this Agreement, the Company may terminate the employment of the Employee contemplated under this Agreement at any time without notice or payment in lieu of the notice, for cause including but not limited to:

13.2.1 habitual neglect of work, inattention or negligence in the performance of duties and obligations under this Agreement;

13.2.2 repeated failure to comply with lawful directions of the Company and its officers;

13.2.3 breach of the terms of this Agreement or breach of representations and warranties contained herein;

13.2.4 unethical business conduct;

13.2.5 breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or Business of the Company;

13.2.6 habitual absence without leave or absence without leave for a period exceeding 15 (Fifteen)days';

13.2.7 fraud, misappropriation or dishonesty in respect of the Company's Property or business;

13.2.8 commission of any act not in conformity with discipline or good behavior or acceptance of illegal gratification; and

13.2.9 Unauthorized use of the Company's Property, Confidential Information and intellectual property.

13.3 Termination without cause

13.3.1 Not with standing anything to the contrary herein contained, the Company shall be entitled to terminate the employment of the Employee under this Agreement at any time by giving the Employee 30 (Thirty) days' notice in writing or payment of basic salary in lieu thereof.

13.3.2 In the event of termination by the Company under this Clause 13.3 or in case of a resignation by the Employee as per Clause 13.1, the Company may require the Employee to absent himself from its premises on garden leave and not participate in the working of the Company during the unexpired portion of the notice period.

13.4 Garden Leave

13.4.1 The Company shall be entitled to place the Employee on garden leave during the period of notice. The Company reserves its right during the garden leave to:

13.4.1.1 cease to vest in or to assign to the Employee, any powers or duties or to provide any work to him;

13.4.1.2 change his/her designation or duties as the Company decides appropriate;

13.4.1.3 prevent the Employee from contacting or communication with any current, former or proposed client, customers, employees, or vendors of the Company;

13.4.1.4 exclude the Employee from the premises of the Company; and/or

13.4.1.5 announce to the employees, clients, customers, vendors and other relevant persons of the Company that the Employee has been given notice of termination or that he/she has resigned;

13.4.2 During the garden leave, the Employee will be continued to be employed by the Company and shall be paid salary and other applicable benefits. The Employee shall be required to comply with any conditions laid down by the Company during the period of garden leave and the duties of confidentiality and good faith shall continue to apply, together with all of the obligations contained in this Agreement.

13.4.3 If any letter of authority or power of attorney is issued to the Employee during the term of his/her employment with the Company, he/she shall forthwith return it on demand or on termination of his/her employment with the Company.

13.5 **Termination for ill-health or disability**: If the Employee, at any time, is prevented from ill- health or accident or any physical or mental disability from performing his/her duties hereunder, he/she shall inform the Company and provide such details as may be required by the Company and if he/she is unable by reason of ill-health or accident or disability, for a period of 1 (One) months or more to perform his/her duties hereunder, the Company may forthwith terminate this Agreement.

13.6 **Termination Due To Employee's Death:** This Agreement will terminate forthwith upon the Employee's death and the Company shall not have any further liability or obligation to the Employee, his/her executors, heirs, assigns or any other person claiming under or through his/her estate except to pay the amounts due to him to the legal heirs of the Employee.

13.7 **Retirement**: The Employee will automatically retire from the employment of the Company on attaining the age of 58 (Fifty Eight) years. Any extension my however be given at the discretion of the Company.

13.8 Consequences of termination

13.8.1 The termination of this Agreement shall also forth with terminate any other position which the Employee may have been appointed to, during the term of this Agreement.

13.8.2 The Employee agrees that he/she shall, following the notice of termination, cooperate fully with the Company in all matters relating to the completion of his/her pending work and the orderly transition of such work to such other employees as the Company may designate within a mutually agreed period of time.

13.8.3 The Employee further agrees that during and following the termination of this Agreement, he/she shall cooperate fully with the Company as to any and all claims; controversies, disputes or complaints over which he/she has any knowledge or that may relate to him or his/her employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

13.8.4 Upon the termination of the Employee's employment with the Company for any reason whatsoever, the Employee shall provide a declaration to the Company certifying that he/she does not have in his/her possession any Confidential Information of the Company, in any form or media, whatsoever. The Employee shall further certify that he/she shall preserve the Confidential Information of the Company and comply with the terms and conditions contained in this Agreement.

13.9 **Survival**: Any provisions of this Agreement, which by their nature are meant to survive the termination of this Agreement or are specified as such, shall continue to be binding, notwithstanding such termination.

14. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

14.1 All questions concerning this Agreement, including its construction, validity and interpretation shall be governed by the laws of India.

14.2 Subject to Clause 14.3 below, the courts at Bengaluru, Karnataka shall have exclusive jurisdiction for any and all matters, suits, actions or proceeding arising out of, related to or in connection with this Agreement, whether arising in contract, tort, and equity or otherwise.

14.3 The Parties shall amicably resolve any and all disputes arising out of or in connection with this Agreement, failing which the disputes shall be settled in accordance with provisions of the Indian Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator to conduct the arbitration proceedings. The venue for arbitration shall be Bengaluru, Karnataka and the language for arbitration shall be English.

14.4 Nothing contained in this Clause 14 will preclude the Company from applying for and obtaining any injunctive, prohibitory, equitable or other similar urgent or interim relief from a court of law, if such judicial process is necessary to prevent serious and irreparable injury.

MISCELLANEOUS PROVISIONS

14.5 **Non-disparagement**: The Employee shall not, at any time, publish or communicate any disparaging remarks, comments or statements (including on social media) concerning the Company, its group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, “disparaging” means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, any individual or the Company.

14.6 **Disclosure of This Agreement**: The Employee hereby authorizes the Company to notify others of the terms of this Agreement and Employee's responsibilities under this Agreement.

14.7 **Further Assurances:** The Employee agrees to execute and deliver any further instruments and perform any act or deed which are or may become necessary to effectuate the purposes of this Agreement.

14.8 **Notices**: All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been duly given when received. The notices to the Company shall be sent to the address as set forth above or to such other address(es) or individual(s) as the Company may determine, from time to time. Any notice required to be given to the Employee by the Company shall be deemed to be duly and properly given if delivered to the Employee personally or sent by registered post or by email or other electronic means to the Employee at his/her address in India or email address as recorded with the Company.

14.9 **Cumulative Rights & Remedies**. All rights and remedies granted to the Company shall be cumulative, and the Company may exercise or use any of them separately or in conjunction with any one or more of their other rights.

14.10 **Assignment**: Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his/her beneficiaries, or legal representatives without the Company’s prior written consent. This Agreement shall be assignable by the Company to any person, including a subsidiary, successor or affiliate of the Company or in connection with the Business activities of the Company or to any corporation, partnership, or other company resulting from the reorganization, merger or consolidation of the Company or any other company to or with which all or any portion of the Company’s Business or assets may be sold, exchanged or transferred. This Agreement shall ensure to the benefit of the Company and its successors and assigns.

14.11 **Amendment**: This Agreement shall not be amended, modified or supplemented except by a written instrument executed by both the parties.

14.12 **Waiver:** No failure or delay by the Company in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by the Company of any breach by the Employee of any provision hereof shall be deemed to be a waiver of any prior, concurrent or subsequent breach of that or any other provision hereof. No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by an authorized person of the Company waiving such provision.

14.13 **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

14.14 **Mutual Drafting**: Each party has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

14.15 **Complete Agreement:** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and merges all prior discussions between them, and none of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.

14.16 **Execution:** This Agreement may be executed in counterparts and by the parties hereto in separate counterparts, and delivered by means of facsimile transmission or other electronic transmission, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

The Parties hereto have executed this Agreement on the date, day and year first set out hereinabove.

By **Firmroots Private Limited**
Through its authorized signatory,

_____

Name : Aswani Chaitanya
Designation: C.E.O & Founder

By **Employee**

_____

Name: TULASI NIKHIL SHARMA

SCHEDULE A

DETAILS OF SALARY

Emp No	
Name of Employee	**TULASI NIKHIL SHARMA**
Effective Date	-
Annual CTC	424,800.00
MONTHLY CTC	35,400.00
FULL BASIC	14,160.00
FULL HRA	7,080.00
FULL CONVEYANCE	1,600.00
FULL MEDICAL ALLOWANCE	1,250.00
FULL LTA	1,180.00
FULL STATUTORY BONUS	1,250.00
FULL SPECIAL ALLOWANCE	8,880.00
Total Paid Gross	**35,400.00**
Employer Contribution	
Employer PF	1,800.00
ESIC	-
Total CTC	**37,200.00**
Employee Deductions	
PF	1,800.00
ESI	-
Income Tax	-
PT	200.00
Net	**33,400.00**

SCHEDULE B
Variable Pay
Bonus of 50,000.00 Will be paid to employee only after only after probation period of 1 year and full achievement of annual target annual target

Re: IBS Hyderabad Batch 2022

1 message

Khan, Insha <Insha.TanveerKhan@tatatechnologies.com> Thu, 2 Dec 2021 at 12:58 pm
To: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Cc: Pandey, Shivani <Shivani.Pandey@tatatechnologies.com>, Kumar, Sushant <Sushant.Kumar@tatatechnologies.com>

Hello Professor,

Congratulations, PFB the final selects.

Arbaz shah
Siddhardha Talluri
Aayush Gupta

Designation - PGT Post Graduate Trainee
CTC- 7.5 LPA

Regards,
Insha

From: Haseeb Akhter Mohammed Abdul <haseebakhter@ibsindia.org>
Sent: Wednesday, December 1, 2021 6:26 PM
To: Khan, Insha <Insha.TanveerKhan@tatatechnologies.com>
Cc: Pandey, Shivani <Shivani.Pandey@tatatechnologies.com>; Kumar, Sushant <Sushant.Kumar@tatatechnologies.com>
Subject: Re: IBS Hyderabad Batch 2022

PROCEED WITH CARE: The source of this email is external to Tata Technologies. Exercise discretion when clicking on links and attachments.

Hi Insha,

For our college records and for ranking purpose we need desination and ctc.
Request you to please add it and sent.

On Wed, 1 Dec 2021, 5:53 pm Khan, Insha, <Insha.TanveerKhan@tatatechnologies.com> wrote:

> Hello Professor,
>
> Congratulations, PFB the students selected for Tata Technologies.
>
> | |
> |---|
> | Siddhardha Talluri |
> | Aayush Gupta |
>
> Regards,

Insha

****
Email Disclaimer: The contents of this e-mail and any attachment(s) may contain confidential or privileged information for the intended recipient(s). Unintended recipients are prohibited from taking action on the basis of information in this e-mail and using or disseminating the information, and must notify the sender and delete it from their system. Tata Technologies will not accept responsibility or liability for the accuracy or completeness of, or the presence of any virus or disabling code in this e-mail.
****

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Email Disclaimer: The contents of this e-mail and any attachment(s) may contain confidential or privileged information for the intended recipient(s). Unintended recipients are prohibited from taking action on the basis of information in this e-mail and using or disseminating the information, and must notify the sender and delete it from their system. Tata Technologies will not accept responsibility or liability for the accuracy or completeness of, or the presence of any virus or disabling code in this e-mail.
****

STRICTLY PRIVATE & CONFIDENTIAL

September 2, 2021

Abhinandan Ghosal
Flat 32-B, Pocket A-3,
Mayur Vihar Phase-3, Delhi - 110096
Delhi

SUBJECT: APPOINTMENT LETTER

Dear Abhinandan,
Thank you for investing your time to pursue an opportunity with Schneider Electric.
With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee - Marketing**".
You are requested to report on **September 20, 2021**. In case you do not report by this date, this appointment letter shall stand withdrawn.
The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING
Your present posting is at the Company's office located at **Gurgaon.**The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS
We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum
- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in **ANNEXURE "A"**.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS
The terms and conditions of your appointment are set out in **ANNEXURE "B"**, which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Abhinandan Ghosal, hereby authorize SCHNEIDER ELECTRIC PRIVATE LIMITED to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that SCHNEIDER ELECTRIC PRIVATE LIMITED will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with SCHNEIDER ELECTRIC PRIVATE LIMITED or for immediate discharge/termination from SCHNEIDER ELECTRIC PRIVATE LIMITED if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
SCHNEIDER ELECTRIC PRIVATE LIMITED

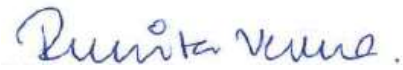

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A
E M O L U M E N T S

Salary Sheet	
Name: Abhinandan Ghosal **Designation:Management Trainee - Marketing**	
YOUR COMPENSATION STRUCTURE	**INR (PER ANNUM)**
BASIC SALARY	**272,727.00**
HRA	**136,364.00**
SPECIAL ALLOWANCE (FBP)*	**226,882.00**
TOTAL CASH PER ANNUM	**635,973.00**
PROVIDENT FUND	**32,727.00**
GRATUITY	**13,118.00**
TOTAL FIXED COMPENSATION PER ANNUM	**681,818.00**
PERFORMANCE INCENTIVE TARGET	**68,182.00**
TOTAL COST WITH TARGET INCENTIVE PAYOUT	**750,000.00**

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	17277
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

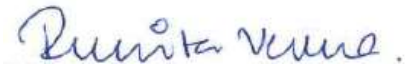

Runita Verma
Director - TAM

Accepted by: Abhinandan

Signature: *Date:*

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

Schneider Electric Eligibility Criteria for University Hires

As specified in the job description from Schneider Electric and communicated to your college/university, our offer of employment is 'conditional' upon you clearing your final exams and meeting the Schneider Electric Eligibility Criteria for University Hires as below:

a. Securing an aggregate of 65 percent across all of your subjects;

b. No active backlogs/ subjects whose exams are yet to be cleared either because of failures in earlier attempts or absenteeism; and

c. You being able to produce a Provisional Degree Certificate as proof of completion of your Engineering Degree;

d. and any/all other requirements advised to you in your offer of employment.

Should you fail to meet such requirements at this stage or post joining, unless otherwise specifically waived by SCHNEIDER ELECTRIC PRIVATE LIMITED, your offer of employment shall be stand automatically revoked/canceled with no further consequences to SCHNEIDER ELECTRIC PRIVATE LIMITED.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the

Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **9** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive formal written communication regarding extension in your probation on or before your confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice. As part of your service agreement, you would have to serve a minimum of **2** years in The Company; failing which, you would have to pay a sum of INR 2,00,000 to The Company.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company’s Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES-

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

Your services can be terminated by giving a mandatory **three** (**3**) months Notice Period, subject to any other service conditions or service bond(s) executed by you. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the Notice Period and no leave can be adjusted against the Notice Period unless the same is approved in writing by the undersigned. The balance leave days would be subject to encashment as per the prevailing Rules of the Company. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, Company may elect to relieve the employee any time during the stipulated Notice Period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any Notice Period and shall not entertain settlements of any kind of payments or dues by the Company.On resignation you are expected to serve your full notice period, and any payment in lieu of the same can be considered only at the discretion of the management. Also in the case where employee leaves the services of the Company before completion of one year of service from the date of joining, the amounts paid to the employee towards Notice Pay paid to his previous employer as well as Relocation Expenses and Joining Bonus (if applicable) will be recovered in full from the employee.

Incase of abscondment from service, the management retain the right to initiate legal action as may be deemed appropriate.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.
6. Schneider, in the event of circumstances/ factors beyond its control, reserves the right to unilaterally add, alter, amend and/or revoke this appointment letter, the contents thereof and/or including but not limited to any of the annexures/appendices therein at any point of time. It is further clarified that such addition /alteration/amendment/ revocation, if at all, may be made at any time by Schneider irrespective of whether this appointment letter as issued originally, has been accepted by you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
SCHNEIDER ELECTRIC PRIVATE LIMITED

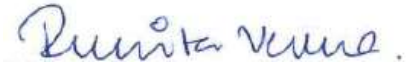

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

Offer electronically accepted by: Ghosal, Abhinandan
Offer electronically accepted on: Sep 6, 2021 10:57 AM
Offer electronically accepted from: 49.36.190.190

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: SISA || Offer of Employment || Piyush Kumar Mishra

Raj Kishore Nayak <rajkishore@ibsindia.org> 28 July 2021 at 06:49
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **SISA Nithyashree G** <nithyashree.g@sisainfosec.com>
Date: Mon, Jul 5, 2021, 5:39 PM
Subject: SISA || Offer of Employment || Piyush Kumar Mishra
To: piyushkmishra13@gmail.com <piyushkmishra13@gmail.com>
Cc: SISA Sharmistha Gargi <sharmistha.gargi@sisainfosec.com>, SISA Spoorthy H M <spoorthy.hm@sisainfosec.com>, SISA Prakash Molagi <prakash.molagi@sisainfosec.com>, SISA Shailaja S <shailaja.s@sisainfosec.com>

Hello Piyush,

Congratulations! Based on the interviews held, we are pleased to offer you the position of **" Management Trainee "** in Hunting Sales-CTS.

We look forward to you joining the company on **7th July,2021.**

- Your joining formalities will be done remotely, and asset handover process will be communicated 1 day prior to joining.
- Your work location is : SISA Information Security Private Ltd., SDC, #79, Road No-9, KIADB Devanahalli IT Park, Bangalore 562149.
- We request you to confirm your acceptance of the offer by email on or before **05th July,2021(Today EOD)**. This employment offer will lapse thereafter.
- The Annual Compensation Structure offered, and other Terms and conditions of your service are attached with this email.

SISA believes in a work culture that encourages "Values, Passion and Discipline". We believe that our employees form the basis of our success and are therefore our most valued assets. Accordingly, we have always believed in giving them the very best exposure, learning and growth that allow them to deliver results to their full potential.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and invigorating to realize your potential. We are confident that you will be able to make a significant contribution to the success of SISA Information Security and look forward to working with you.

We would request you to carry **the original and one set of photocopies of the below mentioned documents for KYC during joining** when we will be back to normal circumstances for your joining at SISA SDC.

- Permanent Account Number (PAN) Card
- Aadhar Card
- Passport/ Driving License/ Voter ID
- Standard X and XII-mark sheets and certificate
- Degree Certificate and mark sheets of all semesters.
- Postgraduate degree certificate and mark sheets for all semesters (if applicable)
- Digital copy & 2 Passport size print photographs
- Previous company offer letters / appointment letters (if having previous experience)
- Last three months' pay slips (if having previous experience)
- Last three months bank statement (if having previous experience)
- Duly attested Medical Certificate(attached)
- Affidavit (Sample attached)

In case of any queries, feel free to reach out.

Thanks & Regards,

Nithya Shree G

Human Relations

Logo

SISA Information Security Pvt.Ltd

m: 6364896358

e: nithyashree.g@sisainfosec.com

www.sisainfosec.com

Facebook icon
LinkedIn icon
Youtube icon

Virus-free. www.avast.com

4 attachments

Affidavit format.pdf
274K

Medical Certificate.pdf
370K

E_HR_SISA_Employment_Terms & Conditions_v2.7.pdf
608K

E_HR_SISA_Annual Compensation Breakup_Piyush Kumar Mishra_V1.0.pdf
445K

Annual Compensation Break-up

Particulars	Monthly (in INR)	Total (in INR)	Payment Terms
Basic Salary	10,076.00	120,912.00	Payable monthly (Basic includes Basic Salary & DA)
Dearness Allowance	6,837.37	82,048.46	
HRA	8,995.85	107,950.23	
Vehicle Allowance	2,083.33	25,000.00	
LTA	6,997.37	83,968.45	
Special Allowance	4,678.69	56,144.28	
Gross Pay I	**39,668.62**	**476,023.42**	**Net Take home = Gross Pay I minus Gross Deductions**
PF Employer Contribution	1,800.00	21,600.00	Payable Monthly by Company to Provident Fund Account as per the PF Act 1952 if applicable
ESI Employer Contribution	0.00	0.00	Payable Monthly by Company to ESI Account as per the ESI Act if applicable
Performance Bonus		50,000.00	Dependent on Individual performance and percentage scored against measurement criteria. Amount is payable quarterly in the month of July, October, January & April. Only if employee successfully completed probation period on the last working day of the quarter. (No Pro-rata payment is allowed).
Gross Pay II	**41,468.62**	**547,623.42**	**Gross Pay will vary according to Performance**
Mobile and Data Card Allowance	600.00	7,200.00	Mobile Connection will be provided by SISA. Any excess above the limit will be deducted in Salary. No exceptions will be made.
Medi claim /overseas travelers policy		12,000.00	Actual Premium paid annually by the company
Gratuity		8,214.00	This is an approximate amount and will be payable on completion of 5 years at the time of leaving the Organization.
GCTC	**42,068.62**	**575,037.42**	

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: SISA || Offer of Employment || Akshay Singh

Raj Kishore Nayak <rajkishore@ibsindia.org> 28 July 2021 at 06:50
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **SISA Nithyashree G** <nithyashree.g@sisainfosec.com>
Date: Mon, Jul 5, 2021, 5:41 PM
Subject: SISA || Offer of Employment || Akshay Singh
To: akshay.rsvp@gmail.com <akshay.rsvp@gmail.com>
Cc: SISA Sharmistha Gargi <sharmistha.gargi@sisainfosec.com>, SISA Spoorthy H M <spoorthy.hm@sisainfosec.com>, SISA Shailaja S <shailaja.s@sisainfosec.com>, SISA Prakash Molagi <prakash.molagi@sisainfosec.com>

Hello Akshay,

Congratulations! Based on the interviews held, we are pleased to offer you the position of **" Management Trainee "** in Hunting Sales-CTS.

We look forward to you joining the company on **7th July,2021.**

- Your joining formalities will be done remotely, and asset handover process will be communicated 1 day prior to joining.
- Your work location is : SISA Information Security Private Ltd., SDC, #79, Road No-9, KIADB Devanahalli IT Park, Bangalore 562149.
- We request you to confirm your acceptance of the offer by email on or before **05th July,2021(Today EOD)**. This employment offer will lapse thereafter.
- The Annual Compensation Structure offered, and other Terms and conditions of your service are attached with this email.

SISA believes in a work culture that encourages "Values, Passion and Discipline". We believe that our employees form the basis of our success and are therefore our most valued assets. Accordingly, we have always believed in giving them the very best exposure, learning and growth that allow them to deliver results to their full potential.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and invigorating to realize your potential. We are confident that you will be able to make a significant contribution to the success of SISA Information Security and look forward to working with you.

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- Aadhar Card
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- Previous company offer letters / appointment letters (if having previous experience)
- Last three months' pay slips (if having previous experience)
- Last three months bank statement (if having previous experience)
- Duly attested Medical Certificate(attached)
- Affidavit (Sample attached)

In case of any queries, feel free to reach out.

Thanks & Regards,

Nithya Shree G

Human Relations

Logo

SISA Information Security Pvt.Ltd

m: 6364896358

e: nithyashree.g@sisainfosec.com

www.sisainfosec.com

Facebook icon
LinkedIn icon
Youtube icon

Virus-free. www.avast.com

4 attachments

Affidavit format.pdf
274K

Medical Certificate.pdf
370K

E_HR_SISA_Employment_Terms & Conditions_v2.7.pdf
608K

E_HR_SISA_Annual Compensation Breakup_Akshay Singh_V1.0.pdf
445K

Annual Compensation Break-up

Particulars	Monthly (in INR)	Total (in INR)	Payment Terms
Basic Salary	10,076.00	120,912.00	Payable monthly (Basic includes Basic Salary & DA)
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Vehicle Allowance	2,083.33	25,000.00	
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Special Allowance	4,678.69	56,144.28	
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Gratuity		8,214.00	This is an approximate amount and will be payable on completion of 5 years at the time of leaving the Organization.
GCTC	**42,068.62**	**575,037.42**	

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Aparnita's Job offer e mail May 10, 2021

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 17:29
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Sanjiv Mehta** <sanjivmehtadr@gmail.com>
Date: Mon, May 10, 2021, 13:31
Subject: Aparnita's Job offer e mail May 10, 2021
To: <aparnitasaha@gmail.com>, SUBHAM DUTTA . <subham.dutta19@ibsindia.org>, Sailesh Kumar Mulleti <sailesh.mulleti@financedoctor.in>

Dear Aparnita,

I am very happy to offer you the position of Scale Up Manager with Finance Doctor. The remuneration will have a fixed component of Rs 6 lakhs annually. It will be supplemented by an annual performance bonus.

The starting date will be Monday, May 16, 2021. Because of the present conditions, since your health and safety are of paramount importance, initially you will be working from home. When the conditions normalize, you will be working from our Hyderabad office which is located on Road No.5, Banjara Hills.

You will be reporting to me directly till the WFH prevails and then we will take a call when you move to Hyderabad. You will be involved in a series of projects as described in the job description and I will sequence them carefully in a way so that you contribute while learning at the same time.

Finance Doctor is known for its intense focus on ethics, investment expertise, and portfolio management ability. I am sure that you will work hard to the best of your ability, uphold always our values, ethics, and customer-centricity.

Thanks & Best wishes,
Dr. Sanjiv Mehta
MD, Finance Doctor

Virus-free. www.avg.com

Gmail

Naga Raju <naga1354@gmail.com>

Fwd: Recruitment by Finance Doctor

Raj Kishore Nayak <rajkishore@ibsindia.org> 2 December 2021 at 17:30
To: Naga raju <naga1354@gmail.com>

---------- Forwarded message ---------
From: **Sanjiv Mehta** <sanjivmehtadr@gmail.com>
Date: Tue, May 4, 2021 at 10:51 AM
Subject: Recruitment by Finance Doctor
To: <rajkishore@ibsindia.org>

Dear Raj,
Our requirement is as follows:

Designation:
Scale-up Manager

Company:
Finance Doctor has a Mission of facilitating Financial Freedom for all including millennials, NRIs, and educated professionals. Though we are an established 19-year-old company, we have the culture of a start-up. We are currently in an exciting growth phase where all our processes including client onboarding, operations, transactions, statements are being automated and brought online. The most important benefit will be where our clients will have the confidence of always being in the right schemes at any point in time

Job Description:
The person will be involved in a series of diverse projects and some of those might run concurrently. These will include making operations automated for enhancing customer service, business development through digital marketing, arranging webinars for our targeted segments, website security, improving relationship manager training, introducing effective tools for salesforce management, generating and implementing ideas for simple centralized communication with the clients.

CTC:
Rs 6 lakhs per annum with good potential for performance oriented growth

Location:
Hyderabad or New Delhi preferred. Till Covid situation improves, the candidate can work from anywhere, we utilize Zoom extensively for our team and client meetings.

Best wishes,
Dr. Sanjiv Mehta
MD, Finance Doctor
www.financedoctor.in

Virus-free. www.avg.com

DocuSign Envelope ID: C48DF8E5-9A8B-4A44-AFFD-E43CD30EFBEE

SelectHub

March 10, 2021

Akshay Bharat Parekh
Flat No. 301, Shivdhara Residency, 10/3 Patel Colony,
Jamangar, Gujarat 361008
India
Email: akshayparekh2012@gmail.com

Re: "Software Research Analyst" position at SelectHub

Dear Akshay:

On behalf of Abuyo, Inc. d/b/a SelectHub ("SelectHub" or "Company"), I am very pleased to work with you on a non-exclusive contract basis for the above referenced position. This letter will outline the terms and conditions of this engagement:

1. Title: Software Research Analyst
2. Reporting into: Program Delivery Team
3. Start Date: No later than March 15, 2021
4. Base Compensation: To be paid as outlined in accompanying Agency Agreement
5. Other Compensation: To be paid pursuant to the attached Agency Agreement
6. The enclosed Agent Agreement and Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement must be reviewed, initialed on each page and signed at the bottom.

Only SelectHub's CEO has the authority to change the terms of an engagement, and the CEO may do so only in writing; so you may not rely on any written assurance from any other person or on the verbal assurance, conduct or custom of any person regarding the term or any other condition of this engagement.

SelectHub has extended this engagement offer based on the information you have provided. By accepting this position, you are agreeing that SelectHub will have no liability for engaging you based on any false or incomplete information or for failing to engage you or for discharging you if SelectHub learns such information was false or incomplete. SelectHub may make additional inquiries of you, your references, prior employers or any third party it deems appropriate to verify and evaluate your experience and qualifications to carry out the duties of the position you have been offered.

DS

DocuSign Envelope ID: C48DF8E5-9A8B-4A44-AFFD-E43CD30EFBEE

SelectHub

SelectHub in its sole discretion may at any time change its personnel/agency policies and may also change your responsibilities. Other details regarding your compensation and commission may be changed, provided both you and the Company agree. Latter changes, if any, will be documented in writing as an Addendum to the accompanying Agreement or via another Agreement.

Please acknowledge your agreement with the terms of this letter and return it to us via email or DocuSign.

Again, congratulations and welcome to SelectHub! Please feel free to contact me at anytime with any question you have about this engagement, the Company or any other matter this letter considers.

Very truly yours,

SelectHub

Venkat Devraj

Venkat Devraj, CEO

Acknowledged and Accepted:

DocuSigned by:

965BCE6376E0493...

_____ Dated: 3/12/2021

Akshay Bharat Parekh

AGENT AGREEMENT

THIS AGREEMENT is made and entered into on March 10, 2021, by and between Abuyo, Inc. ("Abuyo", "SelectHub" or "Company") and Akshay Bharat Parekh ("Agent").

This Agreement sets forth the relationship between the parties and the manner in which compensation will be paid to Agent.

1. **Definitions**:
   a. "Start Date" is the date from which Agent will begin work for the Company, which is being defined as March 15, 2021.
   b. The scope of work includes but is not limited to market research, analyzing data related to software vendors and products in specific software categories, compiling and curating accurate research content including but not limited to requirements templates, vendor / product scorecards and leaderboards, compiling good quality product screenshots and demo videos, liaising with vendor representatives for SelectHub RFI (request-for-information), new content creation, as well as content scraping and entry into SelectHub or other systems, building specifications and documentation, and other tasks as requested by SelectHub management from time to time ("Scope of Work").

2. **Compensation.** Company will pay Agent a certain Base Compensation related to the amount of work done by Agent per Scope of Work documented above and as per the following:

   Base Compensation: Agent agrees to devote a minimum of 40 hours per week pursuing activities that are deemed as being within the Scope of Work (as documented above) on a full-time, dedicated basis for the Company per the following work hours: 8am to 5pm Denver Time (US Mountain Time), unless such hours are changed by SelectHub. There may be occasional extended work hours, wherein Agent may need to work longer hours or during the weekends (Saturday and/or Sunday) or other holidays to accomplish the goals set out by SelectHub.

   Agent's day-to-day efforts and quality of results will be measured by the supervisor assigned to oversee Agent's work on a regular basis. In exchange for this work, Company will pay Agent a monthly Base Compensation of INR 52,000 (equating to annually INR 624,000). The Base Compensation will be paid out on a monthly basis prorated to any start or termination date, or any excess leaves taken during the pay period. If the first month worked will be a partial month, Agent's first payment may be pro-rated for the remainder of month, and paid out at the end of first complete month of work.

   Work From Home / Benefits Allowance: An additional payment of INR 3,000 (equating to annually INR 36,000) will be paid to you for:
   - Ensuring that your at-home Internet and Mobile Phone connectivity and associated services such as Skype, Phone / VoIP, etc. are adequately functional

and maintained such that you are able to work from home in a productive manner, as per expectations shared with you by the SelectHub supervisor.

- Part of this allowance is also meant to help subsidize any health insurance and associated costs you will be incurring.

3. **Personal Time Off (PTO), Sick Leaves and Holidays.** PTOs and Sick Leaves are granted according to Company's policies in the US, and will be as per accompanying Staff Handbook. It comprises 1 day PTO per month worked, after the initial probationary period. Also, please note that PTOs, Sick Leaves and other holidays are not cashable in the event of termination of this Agreement. Sick leaves are provided as a courtesy for taking requisite time off in the event of your sickness only (and cannot be applied towards any other reason, including to tend to any family members being sick). PTOs are to be taken in minimum increments of half-days (4 hours).

   Please note that the Company provides 6 paid holidays per year. Since the set paid holidays follow primarily the US based holidays, we allow flexibility for our Indian team to take these days as "floating holidays" to celebrate other US or India-specific holidays and festivals, at your discretion, and subject to your supervisor's approval. For e.g., on US Labor Day holiday (first Monday in September), you can choose to work and instead take Diwali Day off.

4. **Activity Log and Marketing Forecasting Reports.** Agent will maintain and provide the Company and his assigned supervisor with an activity log sheet report via Hubstaff or other system on a daily basis. Access to such system(s) shall be provided by Company.

5. **Expenses.** Company will reimburse Agent for reasonable expenses necessarily incurred in relation to the above Scope of Work for the Company. Agent will not incur expenses without first receiving authorization from the Company's CEO. Agent shall submit an expense report, with receipts, to the Company on a monthly basis, and the Company shall pay the expenses within 30 days after receipt. Expense reports and receipts submitted to Company 60 days after they have occurred on a normal basis, and 30 days after they have occurred during the month of December, will not be accepted and reimbursed by Company.

6. **Laptop.** SelectHub will provide a laptop to the Agent. Until SelectHub does so, Agent will use his own laptop to perform the work assigned to him by SelectHub. Once the SelectHub-supplied laptop is provided to Agent, he will transfer the work to that laptop and only use it for SelectHub work-related purposes.

7. **Authority**. Agent is not authorized to enter into any binding agreements with any third-parties regarding SelectHub.

8. **Other Employment.** Agent will not accept part-time, full-time or other contract employment with any other third party during his tenure with SelectHub.

9. **Termination.** Either party may terminate this Agreement at any time, with or without cause. <u>In case the Agent would like to terminate the Agreement, he can do so with a minimum of 90</u>

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days notice to the Company, which the Company may opt to waive or reduce at its sole discretion. If Agent is terminated for any reason, Agent shall be paid Base Compensation through the date of termination. The payment shall be made in accordance with this Agreement and there shall be no acceleration of any payment. Agent shall not be entitled to any other payments. If this Agreement is terminated, the Agent agrees to provide accurate status reports and Activity Logs for the concluding week(s) with full and complete details of all work done during such period. Agent also agrees to the safe return to the Company of all Company items in Agent's possession, including but not limited to laptop, hardware, software, building access cards/keys, parking tags, and any other items within 24 hours after such termination (by "safe return" we mean to return the undamaged company property to a qualified company representative or initiate shipment via an insured carrier). Agent understands that such failure to perform termination-related tasks as listed here, are grounds for non-payment of any outstanding Compensation by Company.

10. **Modifications**. Company may modify the terms of this Agreement at any time in its sole discretion. Such modification shall not reduce any Compensation earned as of the date of the modification.

11. **Non-Exclusivity for Company.** This Agreement is not exclusive with regard to personnel or territory and Company may engage other personnel to handle any matter within the Scope of Work. Agent agrees to follow any specific guidelines provided by Company in this regard.

12. **Independent Contractor.** This Agreement calls for the performance of the services of the Agent, as an independent contractor. Agent shall be responsible for his own benefits and taxes, including all country, state and local taxes, workers compensation insurance, medical insurance, liability insurance and unemployment insurance.

13. **Confidentiality.** Agent agrees to comply with the terms of the Proprietary Information, Inventions, Non-Competition, and Non-Solicitation Agreement executed contemporaneously with this Agreement.

14. **Applicable Law.** The laws of the State of Colorado, USA shall govern this contract and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the County of Denver, State of Colorado, USA and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, USA and more specifically, Denver County District Court, Colorado, USA.

This Agreement and any fully-executed attachments constitute the entire Agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous proposals or agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Abuyo and Agent. Both the Company and the Agent agree that any breach of any clauses in this Agreement will cause irreparable harm to the non-breaching party, for which damages would not be an adequate remedy, and, therefore, the non-breaching party will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. The parties agree to submit any dispute between them to arbitration under the rules of the American Arbitration Association. The order of the clauses in this Agreement are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Agent	Abuyo, Inc.
DocuSigned by: 965BCF6376E0493...	DocuSigned by: Venkat Devraj C99197A1AEB347C...
Akshay Bharat Parekh	Venkat Devraj, CEO

Initials: Agent: DS _____ Venkat Devraj: DS _____

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SelectHub

April 21, 2021

Amritha Appa Rao
Plot No. 15/60, 3rd Main Road, South Jagannatha Nagar
Villivakkam, Chennai, Tamil Nadu 600049
India
Email: amritha0996@gmail.com

Re: "Software Research Analyst" position at SelectHub

Dear Amritha:

On behalf of Abuyo, Inc. d/b/a SelectHub ("SelectHub" or "Company"), I am very pleased to work with you on a non-exclusive contract basis for the above referenced position. This letter will outline the terms and conditions of this engagement:

1. Title: Software Research Analyst
2. Reporting into: Program Delivery Team
3. Start Date: No later than May 3, 2021
4. Base Compensation: To be paid as outlined in accompanying Agency Agreement
5. Other Compensation: To be paid pursuant to the attached Agency Agreement
6. The enclosed Agent Agreement and Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement must be reviewed, initialed on each page and signed at the bottom.

Only SelectHub's CEO has the authority to change the terms of an engagement, and the CEO may do so only in writing; so you may not rely on any written assurance from any other person or on the verbal assurance, conduct or custom of any person regarding the term or any other condition of this engagement.

SelectHub has extended this engagement offer based on the information you have provided. By accepting this position, you are agreeing that SelectHub will have no liability for engaging you based on any false or incomplete information or for failing to engage you or for discharging you if SelectHub learns such information was false or incomplete. SelectHub may make additional inquiries of you, your references, prior employers or any third party it deems appropriate to verify and evaluate your experience and qualifications to carry out the duties of the position you have been offered.

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SelectHub

SelectHub in its sole discretion may at any time change its personnel/agency policies and may also change your responsibilities. Other details regarding your compensation and commission may be changed, provided both you and the Company agree. Latter changes, if any, will be documented in writing as an Addendum to the accompanying Agreement or via another Agreement.

Please acknowledge your agreement with the terms of this letter and return it to us via email or DocuSign.

Again, congratulations and welcome to SelectHub! Please feel free to contact me at anytime with any question you have about this engagement, the Company or any other matter this letter considers.

Very truly yours,

SelectHub

Venkat Devraj

Venkat Devraj, CEO

Acknowledged and Accepted:

DocuSigned by:

_____ Dated: 4/22/2021

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Amritha Appa Rao

AGENT AGREEMENT

THIS AGREEMENT is made and entered into on April 21, 2021, by and between Abuyo, Inc. ("Abuyo", "SelectHub" or "Company") and Amritha Appa Rao ("Agent").

This Agreement sets forth the relationship between the parties and the manner in which compensation will be paid to Agent.

1. **Definitions**:
    a. "Start Date" is the date from which Agent will begin work for the Company, which is being defined as May 3, 2021.
    b. The scope of work includes but is not limited to market research, analyzing data related to software vendors and products in specific software categories, compiling and curating accurate research content including but not limited to requirements templates, vendor / product scorecards and leaderboards, compiling good quality product screenshots and demo videos, liaising with vendor representatives for SelectHub RFI (request-for-information), new content creation, as well as content scraping and entry into SelectHub or other systems, building specifications and documentation, and other tasks as requested by SelectHub management from time to time ("Scope of Work").

2. **Compensation.** Company will pay Agent a certain Base Compensation related to the amount of work done by Agent per Scope of Work documented above and as per the following:

    Base Compensation: Agent agrees to devote a minimum of 40 hours per week pursuing activities that are deemed as being within the Scope of Work (as documented above) on a full-time, dedicated basis for the Company per the following work hours: 8am to 5pm Denver Time (US Mountain Time), unless such hours are changed by SelectHub. There may be occasional extended work hours, wherein Agent may need to work longer hours or during the weekends (Saturday and/or Sunday) or other holidays to accomplish the goals set out by SelectHub.

    Agent's day-to-day efforts and quality of results will be measured by the supervisor assigned to oversee Agent's work on a regular basis. In exchange for this work, Company will pay Agent a monthly Base Compensation of INR 52,000 (equating to annually INR 624,000). The Base Compensation will be paid out on a monthly basis prorated to any start or termination date, or any excess leaves taken during the pay period. If the first month worked will be a partial month, Agent's first payment may be pro-rated for the remainder of month, and paid out at the end of first complete month of work.

    Work From Home / Benefits Allowance: An additional payment of INR 3,000 (equating to annually INR 36,000) will be paid to you for:

    - Ensuring that your at-home Internet and Mobile Phone connectivity and associated services such as Skype, Phone / VoIP, etc. are adequately functional

and maintained such that you are able to work from home in a productive manner, as per expectations shared with you by the SelectHub supervisor.

- Part of this allowance is also meant to help subsidize any health insurance and associated costs you will be incurring.

3. **Personal Time Off (PTO), Sick Leaves and Holidays.** PTOs and Sick Leaves are granted according to Company's policies in the US, and will be as per accompanying Staff Handbook. It comprises 1 day PTO per month worked, after the initial probationary period. Also, please note that PTOs, Sick Leaves and other holidays are not cashable in the event of termination of this Agreement. Sick leaves are provided as a courtesy for taking requisite time off in the event of your sickness only (and cannot be applied towards any other reason, including to tend to any family members being sick). PTOs are to be taken in minimum increments of half-days (4 hours).

   Please note that the Company provides 6 paid holidays per year. Since the set paid holidays follow primarily the US based holidays, we allow flexibility for our Indian team to take these days as "floating holidays" to celebrate other US or India-specific holidays and festivals, at your discretion, and subject to your supervisor's approval. For e.g., on US Labor Day holiday (first Monday in September), you can choose to work and instead take Diwali Day off.

4. **Activity Log and Marketing Forecasting Reports.** Agent will maintain and provide the Company and his assigned supervisor with an activity log sheet report via Hubstaff or other system on a daily basis. Access to such system(s) shall be provided by Company.

5. **Expenses.** Company will reimburse Agent for reasonable expenses necessarily incurred in relation to the above Scope of Work for the Company. Agent will not incur expenses without first receiving authorization from the Company's CEO. Agent shall submit an expense report, with receipts, to the Company on a monthly basis, and the Company shall pay the expenses within 30 days after receipt. Expense reports and receipts submitted to Company 60 days after they have occurred on a normal basis, and 30 days after they have occurred during the month of December, will not be accepted and reimbursed by Company.

6. **Laptop.** SelectHub will provide a laptop to the Agent. Until SelectHub does so, Agent will use his own laptop to perform the work assigned to him by SelectHub. Once the SelectHub-supplied laptop is provided to Agent, he will transfer the work to that laptop and only use it for SelectHub work-related purposes.

7. **Authority**. Agent is not authorized to enter into any binding agreements with any third-parties regarding SelectHub.

8. **Other Employment.** Agent will not accept part-time, full-time or other contract employment with any other third party during his tenure with SelectHub.

9. **Termination.** Either party may terminate this Agreement at any time, with or without cause. <u>In case the Agent would like to terminate the Agreement, he can do so with a minimum of 90</u>

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days notice to the Company, which the Company may opt to waive or reduce at its sole discretion. If Agent is terminated for any reason, Agent shall be paid Base Compensation through the date of termination. The payment shall be made in accordance with this Agreement and there shall be no acceleration of any payment. Agent shall not be entitled to any other payments. If this Agreement is terminated, the Agent agrees to provide accurate status reports and Activity Logs for the concluding week(s) with full and complete details of all work done during such period. Agent also agrees to the safe return to the Company of all Company items in Agent's possession, including but not limited to laptop, hardware, software, building access cards/keys, parking tags, and any other items within 24 hours after such termination (by "safe return" we mean to return the undamaged company property to a qualified company representative or initiate shipment via an insured carrier). Agent understands that such failure to perform termination-related tasks as listed here, are grounds for non-payment of any outstanding Compensation by Company.

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This Agreement and any fully-executed attachments constitute the entire Agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous proposals or agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Abuyo and Agent. Both the Company and the Agent agree that any breach of any clauses in this Agreement will cause irreparable harm to the non-breaching party, for which damages would not be an adequate remedy, and, therefore, the non-breaching party will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. The parties agree to submit any dispute between them to arbitration under the rules of the American Arbitration Association. The order of the clauses in this Agreement are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Agent	Abuyo, Inc.
DocuSigned by:	DocuSigned by: Venkat Devraj
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Amritha Appa Rao	Venkat Devraj, CEO

Initials: Agent: DS _____ Venkat Devraj: DS VD _____

Life Is On | Schneider Electric

STRICTLY PRIVATE & CONFIDENTIAL

September 3, 2021

Krishan Lakhmani
C/119/875, Jatashankar Chowk, Lakhmani Lane,
Jatepur South, Near Sindhi Dharamshala, Gorakhpur
Gorakhpur

SUBJECT: APPOINTMENT LETTER

Dear Krishan,
Thank you for investing your time to pursue an opportunity with Schneider Electric.
With reference to your application and subsequent discussions, we are pleased in offering you the position in our Company as "**Management Trainee - Marketing**".
You are requested to report on **September 20, 2021**. In case you do not report by this date, this appointment letter shall stand withdrawn.
The terms and conditions, as applicable, are stated hereunder:

PLACE OF POSTING

Your present posting is at the Company's office located at **Bengaluru**.The Company reserves the right to transfer you to any other Schneider Electric entity/city/section/department/project site/division/branch office either in existence, or which may come into existence hereafter, and upon such transfer the rules and regulations of service as applicable to such post or place of transfer will apply to you. The nature of duty and designation may be different from the one being offered to you in terms hereof, provided however, that your Compensation & Benefits will not be affected. Your refusal for such transfer or performance will be considered as unwillingness to perform your duties and serve the Company and in such case, notwithstanding anything contained herein, the management may in its discretion terminate your services by giving you one month's notice or one month's Gross salary in lieu of notice.

COMPENSATION & BENEFITS

We are pleased to inform you that your:

- Total Fixed Salary is Rs. **681,818.00**/- per annum

- Target performance incentive is Rs. **68,182.00**/- per annum
- Target CTC (Gross + Target performance incentive) is Rs. **750,000.00**/- per annum

A detailed break-up of your compensation is provided in ANNEXURE “A”.

A brief explanation of components mentioned in Total Fixed Salary break up is given below

Basic Salary
You will receive a basic salary equal to 40% of your Total Fixed Salary. Basic salary is a taxable component and will be taxed as per the India tax regulations.

House Rent Allowance (HRA)
You will receive a house rent allowance equal to 50% of your Basic Salary. The amount of HRA will be taxed as per the Indian tax regulations.

Special Allowance
You have the flexibility to alter the special allowance based on the various options provided in Flexible Components of Pay, mentioned in Annexure A.

*****Performance Incentive**
The Company operates a performance incentive Plan, the entitlement to which is linked to achievement of both individual and the Company's performance targets. All employees are eligible to participate in the performance incentive plan as per the performance incentive scheme of the company.The performance Incentive can vary from 0% to 200% of defined Target Performance Incentive Percentage depending on the performance. Any shortfall in meeting the set objective can result in a downside potential to paying the incentive.

Eligibility and the amount payable under the Plan shall be governed by the Company's Bonus Plan which is liable to change from time to time at the sole discretion of the Management. The Company makes all determinations relating to the Bonus Guidelines in its sole discretion, including the decision as to whether or not a bonus payment is to be made and if so, the level of such bonus payment. Any decision made or action taken by the Company or by the board of directors or by the committee in connection with the creation, amendment, construction, administration, interpretation and effect of the Bonus Guidelines shall be within its absolute discretion and shall be conclusive and binding upon all persons. The bonus payment is not a contractual commitment and the Company reserves the right to vary, discontinue or withdraw it from any or all employee(s) without notice and without compensation at any time.

Your target Performance Incentive (Variable pay) is paid for the Calendar year. Disbursal of the variable pay amount is dependent on you being employed with the Company by 31st December. Hence, you will not be eligible to receive performance incentive if you have resigned and have separated from the Company during the calendar year.

Eligibility to participate in the current year plan is dependent on your plan type.

- For Sales Plan, employees joined on or before 1st December of the current year, are eligible to participate in the performance incentive plan.
- For Non Sales Plan, employees joined during the performance year, are eligible to participate in the performance incentive plan on a prorated basis. Specific to new employees to the Company starting in the last quarter of the year (1st October through 31st December), are eligible for the current years STIP plan. Achievement against Individual Goals will be assumed at 100% of target. (Collective Goals will be assessed on actual achievement).

Additional Benefits:

Retirement Schemes
Schneider Electric will contribute 12% of Basic Salary to the Provident Fund. You will also be eligible for gratuity as per the rules and regulations of the Gratuity Act. In addition.

Group Medical Insurance Coverage
This policy provides insurance coverage to employees and their family for expenses related to hospitalization due to illness, disease or injury. It can cover a maximum of 5 members of your family (family includes associate, spouse, dependent children, dependent parents or parents in-law). Family structures, co-pay options and sum insured options are available to employees to select basis their family needs, providing more choice to employees with additional tax benefit.

Accident Insurance Cover & Term Life
Schneider will cover you under a personal accident insurance scheme of the company, terms and conditions of which will be as per the guidelines mentioned in the Group Insurance Policy. The group term life policy provides life insurance protection to employees in case of death. The sum insured for both of these, is linked to your salary – 2*Fixed Compensation.

- Letter of Appointment or in the Rules and Regulation of the Company as may be applicable to you, you shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise.
- The remuneration payable hereunder will be subject to deduction of tax at source as per the provisions of the relevant laws applicable from time to time. All tax liabilities thereby arising shall be borne solely and exclusively by you.
- Your compensation must be kept confidential and may be discussed only with your Reporting Officer and Human Resource Department of the Company.

TERMS & CONDITIONS
The terms and conditions of your appointment are set out in ANNEXURE "B", which shall mandatorily apply without any limitations.

PRE-CONDITION FOR EMPLOYMENT: The below mentioned are pre-conditional for employment.

Pre Employment Background Check
Your appointment and terms and conditions are subject to positive background reference check. The management reserves to right to cancel the appointment in case of a negative reference check. You need to submit a copy of your resignation letter duly accepted by your employer within 2 days on receipt of this letter along with proof on verification of your age and educational qualifications. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

On joining, you are requested to furnish copies of all the testimonials. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application on the basis of which this offer has been made, would result in withdrawal of offer. Please note that salary and other perquisites are confidential, and you are expected to not share your salary information with any person inside the Company.

We are pleased to have you board with us and welcome you to the Schneider family.

Authorization For Background Check

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, Krishan Lakhmani, hereby authorize SCHNEIDER ELECTRIC PRIVATE LIMITED to investigate my background, qualifications and /or any other information which are material to my qualifications for employment /the position that I am applying for. I understand that SCHNEIDER ELECTRIC PRIVATE LIMITED will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I agree to execute as a condition of employment or a condition of continued employment, any additional written authorization necessary to obtain access to and copies of records pertaining to such information. I understand that any false statements or misrepresentations or omissions made by me shall be sufficient ground for rejection of application for employment with SCHNEIDER ELECTRIC PRIVATE LIMITED or for immediate discharge/termination from SCHNEIDER ELECTRIC PRIVATE LIMITED if such misrepresentation or omissions be discovered after my employment.

_____ _____

Signature of Employee Date

Thanking you,

Yours Sincerely,
For and on behalf of
SCHNEIDER ELECTRIC PRIVATE LIMITED

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions including the Principles of Responsibility of Schneider Electric and accept the above appointment on the terms stated therein and commit to strictly comply with these conditions.

Accepted by:

Signature _____ *Date:* _____

ANNEXURE - A

E M O L U M E N T S

Salary Sheet	
Name: Krishan Lakhmani Designation:Management Trainee - Marketing	
YOUR COMPENSATION STRUCTURE	INR (PER ANNUM)
BASIC SALARY	272,727.00
HRA	136,364.00
SPECIAL ALLOWANCE (FBP)*	226,882.00
TOTAL CASH PER ANNUM	635,973.00
PROVIDENT FUND	32,727.00
GRATUITY	13,118.00
TOTAL FIXED COMPENSATION PER ANNUM	681,818.00
PERFORMANCE INCENTIVE TARGET	68,182.00
TOTAL COST WITH TARGET INCENTIVE PAYOUT	750,000.00

The Company Follows Flexi Structure Of Pay. You Will Be Eligible To The Following Components In Flexi Basket Scheme In Lieu Of Amount In Your Special Allowance. Amounts Mentioned Are The Maximum Limits For Your Grade.

FLEXI COMPONENTS OF PAY*	MAXIMUM ALLOWABLE LIMIT (PER ANNUM)
Professional Membership	10000
LTA	65000
Education Allowance(Reimbursement)	*2400 pa (=1200 pa per child)
Hospital Insurance Premium**	17277
Academics Books & Research Periodicals	6000
National Pension Scheme	10% of annual basic salary

** Flexible Medical Hospitalization Insurance at Schneider gives you the choice to select a medical plan which best fits your family need for hospitalization due to illness, disease or injury. Family plans, co-pay options and sum insured options are available to employees to select basis their family needs, providing enhanced choice to you. Default option of 4.5 lakhs with 20% Co Pay continues if a selection is not made within the stipulated time. The organization contributes a standard contribution to all employees which is 50% of standard insurance costs.

Runita Verma
Director - TAM

Accepted by: Krishan

Signature: *Date:*

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

Schneider Electric Eligibility Criteria for University Hires

As specified in the job description from Schneider Electric and communicated to your college/university, our offer of employment is 'conditional' upon you clearing your final exams and meeting the Schneider Electric Eligibility Criteria for University Hires as below:

a. Securing an aggregate of 65 percent across all of your subjects;

b. No active backlogs/ subjects whose exams are yet to be cleared either because of failures in earlier attempts or absenteeism; and

c. You being able to produce a Provisional Degree Certificate as proof of completion of your Engineering Degree;

d. and any/all other requirements advised to you in your offer of employment.

Should you fail to meet such requirements at this stage or post joining, unless otherwise specifically waived by SCHNEIDER ELECTRIC PRIVATE LIMITED, your offer of employment shall be stand automatically revoked/canceled with no further consequences to SCHNEIDER ELECTRIC PRIVATE LIMITED.

DUTIES & RESPONSIBILITIES

You shall work with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavors to promote and protect the interests of the Company. You are required to obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently. You will not resort to any action that would hamper the production/functioning of the Company nor would you involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of your employment with the Company, you will sincerely devote your full time and energy to the

work of the Company and will not engage in any other business or employment, part-time or full time, with or without remuneration. It is hereby agreed that during your employment should you undertake any educational course of whatsoever nature you shall keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or prevents you from discharging your functions diligently, sincerely and efficiently.

HOURS OF WORK & LEAVE

Your hours of work and leave will depend on the Business Unit and place of posting. Actual hours may however vary depending on the nature of your work and the work contingencies. Should you need any clarifications on the specific working hours you may consult your immediate superior and / or your segment HR representative.
You will be entitled for Leave as per the leave policy of the Business Unit and place of posting.

Parental leave includes- Maternity leave of 26 weeks for the first two children and 12 weeks for more than two children, Paternity leave of 10 working days for male employees for up to two children; adoption leave for a mother who legally adopts a child below the age of 3 months would be entitled to 12 weeks of adoption leave from the date the child was handed to the adopting mother. Adoption leave of 12 weeks for primary care givers and any other leave that a woman employee would be legally entitled to under the provisions of the Maternity Benefit (Amendment) Act, 2017.Surrogacy leave of 12 weeks for eligible employees planning to have a child by way of surrogacy arrangement.

FULL TIME EMPLOYMENT

You will be a full time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself any where in any work, profession, trade or employment in any capacity either honorary or otherwise, whilst in the services of the Company.

PROBATION & NOTICE PERIOD

You are initially appointed on probation which shall be for **9** months from the date of your joining duty. The Company reserves the right to extend the probationary period, at its sole discretion if your work and progress are not found satisfactory. The Company, at its discretion, may confirm your service at any time during the course of or at the end of the probationary period initially fixed or subsequently extended. If you do not receive formal written communication regarding extension in your probation on or before your confirmation due date, you would be deemed confirmed in the Organization and Probation Confirmation Letter shall not be issued. Eligibility to participate in the salary review process of the current year necessitates confirmation as on 1st January in the same year. The annual salary review is at the sole discretion of the management.

Incase of resignation post confirmation due date and without receipt of Extension letter, you will be treated as a confirmed employee and will have to serve **3** months notice period. There shall be no upward revision in salary/ perquisites of the employee on confirmation.

During the probationary period, your services are liable to be terminated by either party, without assigning any reason by one month's notice. As part of your service agreement, you would have to serve a minimum of **2** years in The Company; failing which, you would have to pay a sum of INR 2,00,000 to The Company.

OUR PRINCIPLES OF RESPONSIBILITY

As an employee of the Company, you shall always strictly abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You understand clearly that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company.

In particular you shall inter- alia comply with the following

1. CONFIDENTIALTY

a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to and valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- he retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company’s business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.

c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term “Confidential Information” as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (Group Company) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

2. INTELLECTUAL PROPERTY RIGHTS

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any

of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

3. NON-SOLICITATION & NON-COMPETITION

a. In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any Group Company.

b. You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

4. GENERAL CONDUCT

You shall abide by all employees related rules, regulations and policies as may be in force from time to time. Details of the general rules of the Company and the provisions relating to other benefits are contained in the Employee Handbook which shall be provided to you..

You shall follow the guidelines as per the Company’s Code of Conduct, including but not limited to:

- All official procedures of the Company
- Immediately inform your superiors of any risks known to you,
- Not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- Not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- Not hold any personal interest in any supplier or a competing business with any person,
- Comply with the confidentiality covenants contained herein,
- Avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- In case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- Act independently, professionally and honestly with all external business contacts.
- Avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- Not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other

than those used by the Company in the normal course of business,

- You shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- You shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

5. EQUAL EMPLOYMENT OPPORTUNITIES-

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, colour, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristics or conduct.

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

a. As a general rule all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company without the prior written approval of the Managing Director.

b. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.

c. You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.

d. You shall be responsible for safe keeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Schneider Electric or its Group Company reserves the right to take appropriate legal action for remedy of the same.

RETIREMENT

You will retire from the services of the organization on attaining the age of **60** years or before in case of any physical/mental illness/disablement that may result into lowering your efficiency during the course of your

employment. Any extension may, however, be given at the sole discretion of the Management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

TERMINATION OF SERVICE

Your services can be terminated by giving a mandatory **three** (**3**) months Notice Period, subject to any other service conditions or service bond(s) executed by you. Payment in lieu of the same may be considered on a case to case basis, depending on business exigencies. Any kind of leave/absence shall not be counted or considered during the Notice Period and no leave can be adjusted against the Notice Period unless the same is approved in writing by the undersigned. The balance leave days would be subject to encashment as per the prevailing Rules of the Company. If the company terminates your employment and wants you to leave before the completion of notice period, the total guaranteed cash for the balance period will be paid to you by the company. If, at your request, the company agrees to relieve you earlier, you will be liable to pay the company the total guaranteed cash for the balance of the notice period.

On employee's tendering the resignation, Company may elect to relieve the employee any time during the stipulated Notice Period without any additional compensation for the balance of the period not served. Termination of services due to integrity reasons will be done without serving any Notice Period and shall not entertain settlements of any kind of payments or dues by the Company.On resignation you are expected to serve your full notice period, and any payment in lieu of the same can be considered only at the discretion of the management. Also in the case where employee leaves the services of the Company before completion of one year of service from the date of joining, the amounts paid to the employee towards Notice Pay paid to his previous employer as well as Relocation Expenses and Joining Bonus (if applicable) will be recovered in full from the employee.

Incase of abscondment from service, the management retain the right to initiate legal action as may be deemed appropriate.

MISCELLANEOUS

1. You will in all respects be governed by the rules and regulations of the Company applicable from time to time to employees of your category. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
2. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
3. In case of any changes in your address during the course of your employment, it will be your duty to intimate such change in writing to the Company within seven (7) days. All communications sent to you by the company at your last given address shall be deemed to have been delivered to you at the correct address.
4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.
5. You shall execute such further Agreements and/or Bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or Bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes,

this appointment letter and the further Agreements and/or Bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.

6. Schneider, in the event of circumstances/ factors beyond its control, reserves the right to unilaterally add, alter, amend and/or revoke this appointment letter, the contents thereof and/or including but not limited to any of the annexures/appendices therein at any point of time. It is further clarified that such addition /alteration/amendment/ revocation, if at all, may be made at any time by Schneider irrespective of whether this appointment letter as issued originally, has been accepted by you.

You will treat the terms and conditions of your employment as strictly confidential.

We at Schneider Electric are endeavoring to create a workplace where it is exciting to work and a place that nurtures the development of competencies and sharing of skills and we welcome you to join the family of Schneider Electric.

The Company will endeavor to provide you with a challenging and rewarding career ensuring a high level of job satisfaction and also ample opportunity for career development.

If the terms foregoing are acceptable to you, please sign and return the duplicate copy hereof in token of your acceptance. Upon acceptance of this offer, the terms of this Letter of Appointment shall supersede all previous verbal or written agreements or commitments relating to the terms and conditions of your employment.

We look forward to a mutually beneficial and long association, fruitful relationship with Schneider Electric, and your contribution to the growth of the organization.

Thanking you,
Yours sincerely,
For and on behalf of
SCHNEIDER ELECTRIC PRIVATE LIMITED

Runita Verma
Director - TAM

I have read and understood the aforesaid terms and conditions and accept the above appointment and the terms stated. I also confirm that I have been provided with a copy of Schneider Electric's Principles of Responsibility and confirm my understanding of the Principles of Responsibility and commit to respect and apply them in my work. I further reconfirm that I have been handed over the access to intranet containing all HR policies and in token of having accepted the terms and conditions thereof, I hereby put my signature on this letter.

Accepted by:

Signature: *Date:*

It is the policy of Schneider Electric to provide equal employment and advancement opportunities in the areas of recruiting, hiring, training, transferring and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected charactersitics or conduct.

14-Jun-2021

Sweta Rai
House no.: 4/10, Rail Vihar Colony Phase 2, Near LFS Raptinagar Medical College Road, Chargawan,
Gorakhpur - 273001

Dear **Sweta**,

On behalf of **KPMG Global Delivery Center Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be part of the **GDC - US Audit Support team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **06-Sep-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs.200000/- (Two Lakh Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.200000/- (Two Lakh Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies

of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know

how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the

absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. <u>Without Cause</u>

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the

Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation..

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave

entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive

relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing.

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency there.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to

you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **17-Jun-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Delivery Center Private Limited**

Partho Bandopadhyay
Managing Director

I am pleased to accept the offer contained above.

Sweta Rai

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those

persons who need to maintain independence with respect to the Firm's clients. They are ' **Member of the Firm** ' and ' **Covered Person** ' . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same ' **office** ' in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept

applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called ‘ **immediate family members** ’ in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your ‘ **close family members** ’ —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

- If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Sweta Rai
Associate 1
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	16667	200000
Flexible Compensation (b)	14667	176000
Employer Contribution to Provident Fund (c)	2000	24000
Total Cost to Company (a+b+c)	**33334**	**400000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate 1
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate 1
C1	**House Rent Allowance**	✔
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs	

8,333/- or Rs 1,00,000/- per annum. (This is as per law)

4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Associate 1
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate 1
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate 1
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA

	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate 1
C5	**Medical Expenses**	✔
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate 1
C6	**Leave Travel Allowance**	✔
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C7	**Children's Education Allowance**	✔
	Exemption as per IT Rules.	
		Associate 1
C8	**Expenses in pursuit of Education**	✔
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1

C9	**Transport Allowance**	✔
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate 1
C10	**Home landline/ Mobile bill reimbursements**	✔
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C11	**Meal Vouchers**	✔
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C12	**Purchase of computer at home**	✔
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C13	**Flight Upgrade**	**X**
	-	

Offer electronically accepted by: Rai, Sweta
Offer electronically accepted on: Jun 14, 2021 7:47 PM
Offer electronically accepted from: 122.163.214.240

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

KPMG Campus placement Event

Kumari, Abhilasha <abhilashak@kpmg.com> Thu, Mar 4, 2021 at 6:32 PM
To: 0818_Prateek Singhal <prateek.singhal19@ibsindia.org>
Cc: "Bairwa, Harshit" <harshitbairwa@kpmg.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>, "Sasidharan, Manjulekshmi" <manjulekshmis@kpmg.com>

Dear Prateek,

Please find below the consolidated list of final shortlisted students. Who appeared for the campus event conducted by KPMG and are shortlisted.

Kindly reply to this email to confirm that you have received the intimation, and have conveyed the contents to the shortlisted candidates.

We take this opportunity to Congratulate you on the success of your students and for the opportunity given to us to come for the campus placement.

In addition for the students who are shortlisted and our interested to join our firm, request you to kindly help share their Aadhar number/ Pan Number.

Sl. No.	College Name	Full Name	Gender	Course
1	IBS Hyderabad	Avadhi Jain	Female	MBA
2	IBS Hyderabad	Golai Khushbu shyam	Female	MBA
3	IBS Hyderabad	Rohith Patel	Male	MBA
4	IBS Hyderabad	Paynam Maneesha	Female	MBA
5	IBS Hyderabad	Sharmistha Anand	Female	MBA
6	IBS Hyderabad	Sweta Rai	Female	MBA
7	IBS Hyderabad	V Manasa	Female	MBA
8	IBS Hyderabad	Priyanshi Lakkar	Female	MBA

Thanks and Regards,

Abhilasha Kumari

Manager – Human Resources

KGS Talent Acquisition – Bangalore, India

Post Graduate Hiring Details	Monthly(INR)	Components (INR)
i) Basic Salary	16,667	2,00,000
ii) Flexible Compensation	14,666	1,76,000
iii) Employer Contribution to Provident Fund (a)	2,000	24,000
Fixed Compensation (2019-20) (b)	33,333	4,00,000
Gratuity		9,600
*Annual Bonus Earning Potential		30,000 – 52,500
Cost to Company (CTC)		**4,30,000 – 4,52,500**

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: KPMG Campus Visit Invitation

Raj Kishore Nayak <rajkishore@ibsindia.org> Mon, Aug 16, 2021 at 4:28 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Sasidharan, Manjulekshmi** <manjulekshmis@kpmg.com>
Date: Thu 11 Feb, 2021, 6:44 PM
Subject: KPMG Campus Visit Invitation
To: srinivasc@ibsindia.org <srinivasc@ibsindia.org>
Cc: Kumari, Abhilasha <abhilashak@kpmg.com>, Bairwa, Harshit <harshitbairwa@kpmg.com>

Hi All

As discussed please find below the campus drive agenda for your reference.

Kindly find attached the excel sheet to capture the students details who are willing to attend our campus event.

Requesting all students to make an application in KPMG Career portal Req No: 210000AC before attending the session

Dear Team,

Thank you for inviting us over to your campus for FY 20-21 campus recruitment. We are equally excited to meet your students at your campus.

As discussed, we are looking for competent, enthusiastic and qualified candidates to join the **KPMG Global Delivery Service** for a full time position in year **2021** at KPMG Global Services. Request you to circulate the attached JD to the students and share the details of the interested students at the earliest.

Recruitment Dates	17th– 18th February '21
Eligibility Criteria	B.Com/ BBA :(finance specialization) – 60% cut off MBA/ M.Com : (finance specialization) – 60% cut off (no Backlogs)
Time	9:30 AM onwards
Compensation Offered	As mentioned below

other non-cash benefits:

—Health Insurance covering up to 3,00,000 per annum

—Group Life Insurance coverage of 15 lakhs & upwards

Agenda for the event

Day 1:

Schedule at the Campus	Time	Duration	Details/Logistics Business
Business Presentation	**10:00 am**	**1:30 hrs**	Campus Placement Talk
Round 1	**12:00 pm**	**2:00 hrs**	Group Discussion
Lunch Break	**2:00 pm**	**1.00 hrs.**	Lunch Break
Round 1	**3:00 pm**	**3:00 hrs.**	Group Discussion
Round 2	**7:00 pm**	**2:00 hrs.**	AMCAT / SVAR Assessments

Day 2:

Schedule at the Campus (Optional)	Time	Duration	Details/Logistics Business
Round 1	**10:00am onwards**	**-**	HR Assessments

As an organization, we believe in working together because we know it's collaboration that shapes opinions and drives creativity. We never lose sight of the importance of our role in building trust in our day to day business and embrace people with diverse backgrounds, skills, perspectives and life experiences and ensure different voices are heard. We show care and consideration for others and strive to create an inclusive environment where everyone feels they belong.

Regards,

KGS Talent Acquisition Team

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http://kpmg.com/in

Linkedin Youtube Twitter

10 attachments

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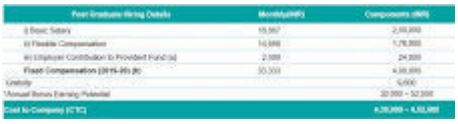

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KGDC-Job Description - Associate 1.docx
329K

Campus Candidates Details.xlsx
10K

14-Jun-2021

Priyanshi Sanjay Kumar Lakkar
B-4/2 Gokul (Puja) Apartment, 69, Nandan Park, Bopal, Ahmedabad - 380058

Dear **Priyanshi**,

On behalf of **KPMG Global Delivery Center Private Limited** (the **'Company'**), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be part of the **GDC - US Audit Support team.**

You shall be based in **Bangalore** and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **06-Sep-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force (**'Company Policy'**). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Company shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.200000/- (Two Lakh Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.200000/- (Two Lakh Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Company including Employer's contribution under the Provident Fund scheme of the Company, subject to your entitlement and the policy of the Company in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

1. Bonus

   You may be entitled to a performance bonus as per the Company Policy. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Company Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Company, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding thirty (30) minutes break for meals. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Company or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or

others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.

8. Staff Manual

You are requested to familiarize yourself with the Company’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement in terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation..

1.3 In case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken

1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the staff manual..

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing.

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency there.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or

insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or

unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **17-Jun-2021**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,
for **KPMG Global Delivery Center Private Limited**

Partho Bandopadhyay
Managing Director

I am pleased to accept the offer contained above.

Priyanshi Sanjay Kumar Lakkar

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may

affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm’s independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Priyanshi Sanjay Kumar Lakkar
Associate 1
Bangalore

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	16667	200000
Flexible Compensation (b)	14667	176000
Employer Contribution to Provident Fund (c)	2000	24000
Total Cost to Company (a+b+c)	**33334**	**400000**

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund
- Gratuity will be governed by the Payment of Gratuity Act
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.
- Flexible compensation needs be allocated every year basis the components published by the Company
- Any statutory deduction shall be made as per applicable laws

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Company you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible

components you can choose from.

ANNEXURE 2

Compensation Structure

Fixed Components / Mandatory Components:		
		Associate 1
A	**Basic Salary**	50% of 'Cost to Co.'
B	**Provident Fund**	12% of basic will be deducted from the basic as the employee's contribution towards PF An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:		
		Associate 1
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement

	More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.
		Associate 1
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Associate 1
C3	**Andriod / iPhone Handset reimbursement**	**X**
	-	
		Associate 1
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate 1

C5	**Medical Expenses**	✓
	Exemption as per IT Rules Reimbursement payable prorated on production of original medical bills. Maximum reimbursable limited to Rs 15,000 p.a. Available for employee, spouse and dependents. For more details, please refer CTC reimbursement policy under Expense Policies	
		Associate 1
C6	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C7	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Associate 1
C8	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C9	**Transport Allowance**	✓
	To meet expenditure for the purpose of commuting between the place of residence and office, an amount not exceeding Rs 1,600 p.m. (Rs 19,200 p.a.) Employees availing Car Options C2 are not eligible	
		Associate 1
C10	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.

	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C11	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C12	**Purchase of computer at home**	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C13	**Flight Upgrade**	**X**
	-	

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

KPMG Campus placement Event

Kumari, Abhilasha <abhilashak@kpmg.com> Thu, Mar 4, 2021 at 6:32 PM
To: 0818_Prateek Singhal <prateek.singhal19@ibsindia.org>
Cc: "Bairwa, Harshit" <harshitbairwa@kpmg.com>, Raj Kishore Nayak <rajkishore@ibsindia.org>, "Sasidharan, Manjulekshmi" <manjulekshmis@kpmg.com>

Dear Prateek,

Please find below the consolidated list of final shortlisted students. Who appeared for the campus event conducted by KPMG and are shortlisted.

Kindly reply to this email to confirm that you have received the intimation, and have conveyed the contents to the shortlisted candidates.

We take this opportunity to Congratulate you on the success of your students and for the opportunity given to us to come for the campus placement.

In addition for the students who are shortlisted and our interested to join our firm, request you to kindly help share their Aadhar number/ Pan Number.

Sl. No.	College Name	Full Name	Gender	Course
1	IBS Hyderabad	Avadhi Jain	Female	MBA
2	IBS Hyderabad	Golai Khushbu shyam	Female	MBA
3	IBS Hyderabad	Rohith Patel	Male	MBA
4	IBS Hyderabad	Paynam Maneesha	Female	MBA
5	IBS Hyderabad	Sharmistha Anand	Female	MBA
6	IBS Hyderabad	Sweta Rai	Female	MBA
7	IBS Hyderabad	V Manasa	Female	MBA
8	IBS Hyderabad	Priyanshi Lakkar	Female	MBA

Thanks and Regards,

Abhilasha Kumari

Manager – Human Resources

KGS Talent Acquisition – Bangalore, India

Post Graduate Hiring Details	Monthly(INR)	Components (INR)
i) Basic Salary	16,667	2,00,000
ii) Flexible Compensation	14,666	1,76,000
iii) Employer Contribution to Provident Fund (a)	2,000	24,000
Fixed Compensation (2019-20) (b)	33,333	4,00,000
Gratuity		9,600
*Annual Bonus Earning Potential		30,000 – 52,500
Cost to Company (CTC)		**4,30,000 – 4,52,500**

IBS ICFAI BUSINESS SCHOOL

Raj Kishore Nayak <rajkishore@ibsindia.org>

Fwd: KPMG Campus Visit Invitation

Raj Kishore Nayak <rajkishore@ibsindia.org> Mon, Aug 16, 2021 at 4:28 PM
To: Raj Kishore Nayak <rajkishore@ibsindia.org>

---------- Forwarded message ---------
From: **Sasidharan, Manjulekshmi** <manjulekshmis@kpmg.com>
Date: Thu 11 Feb, 2021, 6:44 PM
Subject: KPMG Campus Visit Invitation
To: srinivasc@ibsindia.org <srinivasc@ibsindia.org>
Cc: Kumari, Abhilasha <abhilashak@kpmg.com>, Bairwa, Harshit <harshitbairwa@kpmg.com>

Hi All

As discussed please find below the campus drive agenda for your reference.

Kindly find attached the excel sheet to capture the students details who are willing to attend our campus event.

Requesting all students to make an application in KPMG Career portal Req No: 210000AC before attending the session

Dear Team,

Thank you for inviting us over to your campus for FY 20-21 campus recruitment. We are equally excited to meet your students at your campus.

As discussed, we are looking for competent, enthusiastic and qualified candidates to join the **KPMG Global Delivery Service** for a full time position in year **2021** at KPMG Global Services. Request you to circulate the attached JD to the students and share the details of the interested students at the earliest.

Recruitment Dates	17th– 18th February '21
Eligibility Criteria	B.Com/ BBA :(finance specialization) – 60% cut off MBA/ M.Com : (finance specialization) – 60% cut off (no Backlogs)
Time	9:30 AM onwards
Compensation Offered	As mentioned below

other non-cash benefits:

—Health Insurance covering up to 3,00,000 per annum

—Group Life Insurance coverage of 15 lakhs & upwards

Agenda for the event

Day 1:

Schedule at the Campus	Time	Duration	Details/Logistics Business
Business Presentation	**10:00 am**	**1:30 hrs**	Campus Placement Talk
Round 1	**12:00 pm**	**2:00 hrs**	Group Discussion
Lunch Break	**2:00 pm**	**1.00 hrs.**	Lunch Break
Round 1	**3:00 pm**	**3:00 hrs.**	Group Discussion
Round 2	**7:00 pm**	**2:00 hrs.**	AMCAT / SVAR Assessments

Day 2:

Schedule at the Campus (Optional)	Time	Duration	Details/Logistics Business
Round 1	**10:00am onwards**	**-**	HR Assessments

As an organization, we believe in working together because we know it's collaboration that shapes opinions and drives creativity. We never lose sight of the importance of our role in building trust in our day to day business and embrace people with diverse backgrounds, skills, perspectives and life experiences and ensure different voices are heard. We show care and consideration for others and strive to create an inclusive environment where everyone feels they belong.

Regards,

KGS Talent Acquisition Team

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http://kpmg.com/in

Linkedin Youtube Twitter

10 attachments

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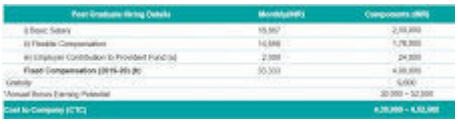

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KGDC-Job Description - Associate 1.docx
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Campus Candidates Details.xlsx
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PhonePe

22 June 2021

Tejas Patil
Dhule

Dear Tejas,

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Sales Trainee** at our **Bangalore, Karnataka, India** office effective **12 July 2021**.

Your annual total cash compensation will be **INR 600,000 [Rupees Six Lakhs Only]**. Your compensation is mentioned in the attached Annexure-I.

You will be eligible for 10% of your total cash compensation as an annual performance bonus as per the Bonus plan's terms and conditions. The company will review its overall performance and your individual performance and will determine your bonus, if any.

You will be awarded **72 Stock units** worth approximately **$5,000.00 only** under the PhonePe Stock Option Plan 2020 (PSOP 2020). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities.

Additionally, you will be eligible for a joining bonus of INR 50,000. Should you decide to terminate the employment with the company, the above said amount will be recovered as follow:

- Full recovery in case of termination in the first year of employment.
- 50% recovery in case of termination in the second year of employment.

In the event the Company decides to terminate your employment for misconduct, full amount of Joining Bonus will be recoverable.

In case you choose to leave PhonePe within 12 months from date of joining then all the relocation expenses incurred on actuals will be recovered in you full and final settlement. These relocation expenses include the travel and accommodation expenses incurred towards you and family, expenses towards local conveyance and movement of goods.

Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and in a manner specified below for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment may be terminated at the instance of either party only by giving to the other party **One calendar months'** prior written notice provided that the Company may if it shall so choose pay **One calendar months'** prior written notice or salary in lieu thereof.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by PhonePe or an appropriate third party, and the results of such background checks being favorable in PhonePe's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by PhonePe. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

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You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavors to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials. In performance of your duties and responsibilities you shall not use or infringe any intellectual Property or rights of the Company or of any other third party/s.

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You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) **Compete**: During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company.

(b) **Solicit Business**: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(c) **Solicit Personnel**: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required

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to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For PhonePe Private Limited

DocuSigned by:
Arsh Rachit
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22-Jun-2021 | 11:10 PM IST

Arsh Rachit
Head of HRBP

I accept the above terms and conditions and shall abide by them.

Signature : DocuSigned by:
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29-Jun-2021 | 4:58 AM PDT

Name : Tejas Patil

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Annexure I: Your Rewards Summary

Name : Tejas Patil
City : Dhule

Compensation Structure	INR Annually
Total Base Pay (A)	**540,000**
Basic Salary	252,000
House Rent Allowance	126,000
Provident Fund (Employer's Contribution)	21,600
Leave Travel Allowance	24,000
Special Allowance	116,400
Performance Bonus (B)	**60,000**
Total Cash Compensation (C = A+B)	**600,000**
Benefits Cost (D)	**38,522**
Insurance Cost	**26,400**
Gratuity	**12,122**
Cost To Company (E = C+ D)	**638,522**
Stocks (G)	**370,550**
Your Rewards (E + G)	**1,009,072**

Note:

- USD to INR conversion rate taken for the above computation is as per the closing exchange rate at the end of the previous month
- Employer's Contribution to Provident Fund (maximum 12% on 1,80,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Performance bonus is paid as per the terms and conditions of the company bonus plan.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.

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FAQ on PhonePe ESOP Plan

Q1. What is the current price of the PhonePe option?

The current value of PhonePe option is USD 70.26, however this may be revised periodically based on the change in valuation of the company.

Q2. Can you explain the terms Grant, Vesting & Exercise?

- **Grant** means the grant of PhonePe Options to an employee (referred as 'Option Grantee') under the PSOP.
- **PhonePe Option** means an option Granted to an Option Grantee pursuant to the PSOP, each of which gives such Option Grantee the right, but not an obligation, to purchase or subscribe for one Share.
- **Exercise** is the fulfilment of the right whereby the option holder gets the option converted into a share by paying the exercise price.

Q3. What does the PhonePe stock option mean ?

Each PhonePe option that you are granted will entitle you, on exercise, to acquire one share of PhonePe Private Limited (Singapore)

Q4. What is the current exercise price ?

The current exercise price is Zero, you will not have to pay anything while exercising PhonePe vested options.

Q5. What are the vesting conditions of the options

The vesting schedule and other conditions for the options will be as laid out in the stock agreement letter issued to you.

Q6. What is the expiry date of PhonePe ESOPs?

All PhonePe ESOPs will expire in 10 years from the date of grant

Q7. Will ESOP Grants be taxed ?

As per Indian income-tax laws, any tax resident in India will be subject to tax on ESOPs as follows:

- On Grant : No Tax
- On Vesting : No Tax
- On Exercise of Options : Taxable as salary (perquisite) - the difference between the Fair Market Value (on exercise date) and exercise price is taxed as perquisite. The employer (PhonePe) will deduct tax (TDS) on this perquisite. This amount will be shown in the employee's Form 16 and would need to be included as part of total income from salary in the tax return
- On sale of shares : The proceeds of the sales would be treated as capital gains at applicable rates. Capital gain is calculated as follows - Consideration on sale of shares *less* cost (i.e. fair market value treated as perquisite on exercise and subject to tax as salary). Tax rate for capital gains would depend on the period of holding of shares.

Q8. When can I sell my shares ?

- Once the options have vested you can sell the shares only on the listing of the company or during other liquidity window events before listing, that the Company may declare.
- You will be provided with access to an online portal to access your options

Q9. What happens if an employee is on sabbatical leave ?

If an employee is on sabbatical all vested options till the day of sabbatical will remain as is, vesting of remaining options will pause and will resume from the day the employee has joined back the organization post sabbatical.

Q10. What happens to my options in case of my death, incapacitation or termination ?

- In the event of the death of an employee while in employment, all the options granted to him/her till such date shall vest in the legal heirs or nominees of the deceased employee.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him/her as on the date of permanent incapacitation, shall vest on that day.

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- In the event of separation from PhonePe, all options unvested for an employee as on that day shall expire. The vested options will continue to be held by the employee (till the date of expiry of the ESOPs), unless found to be guilty of grave misconduct or moral turpitude (fraud, dishonesty, sexual harassment and other offences of a grave nature committed whilst at the Company).
- The company withholds the right to clawback any gains made by the employee through the ESOP program or cancel the vested options if the employee is found guilty of misconduct, moral turpitude or non-adherence to the clauses in the appointment letter and employment agreement.